

SINGLE TENDER ENQUIRY

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

Tender no: IITH/ JICA/5(5)/SIREESH/CE/2022/S/T111

Date: 23/03/2023

Indian Institute of Technology Hyderabad invites bid (e-mail) in two bid systems (Technical bid + Financial Bid), from OEM/Authorized distributors/Authorized dealer for the following item

| Item Description | Qty | EMD (Rs) |
|------------------------------|-----|---------------|
| Multi - axial Dynamic System | 01 | Rs.6,00,000/- |

The Tender Document can be downloaded from 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 through email to Prof. Sireesh Saride, Dept of Civil Engineering - Email: sireesh@ce.iith.ac.in and CC to ar.purchase@iith.ac.in, hos.snp@iith.ac.in on or before 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 | 23/03/2023 | 02:00 PM |
| 2 | Bid Submission Start Date | 23/03/2023 | 02:10 PM |
| 3 | Bid Submission Close Date | 27/03/2023 | 11:00 AM |
| 4 | Opening of Technical Bids | 27/03/2023 | 11:10 AM |

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INSTRUCTIONS FOR BID SUBMISSION

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

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. Part I- technical bid including unpriced bid in PDF files without password in one zip file.
4. Part II – Price Bid – pdf file with password protected, the password will be revealed only on communication from IITH mail on the date & after time of Opening of bid. The mail will be sent by - Prof. Sireesh Saride.

CHAPTER-1 INVITATION FOR TENDER OFFERS

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

Item : Supply, Installation, Commissioning & Demonstration of Multi – axial Dynamic System with Custom duty, clearance, handling and Transportation charges

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 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) EMD Details 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.
- 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) - Earnest Money Deposit (EMD) (IFSC Code: SBIN0014182) - EMD of Rs. 6,00,000/- (Rupees Six Lakhs only) in the form of Insurance Surety Bonds/Account Payee/Demand Draft/ Fixed Deposit or Receipt/Banker’s Cheque/ Bank guarantee from any commercial Banks (As per format enclosed as ANNEXURE- ‘C’) of a scheduled bank in the name of Director, IIT Hyd valid for 180 days from the date of opening of the tender or Online Payment through the e-Procurement portal mapped to IIT Hyd Account. The Scan Copy of the Bank Guarantee /Proof of Payment made online to E-Wizard Portal should be submitted along with technical bid.

The original document should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd on or before opening of Technical Bid (**Tender no: _____, Assistant Registrar, Stores & Purchase Section, Kandi, Sangareddy – 502285**). In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

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.

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

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 EMD / MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.

4.3. Technical Specifications:

It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected

/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

4.4. Compliance Statements:

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

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

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

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

i.) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.

ii) The BIDDERS are requested to quote for Educational Institutional Price for Equipment and software, since IITH is an educational institution of national importance and is entitled for the concessional price.

iii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.

iv) List of deliverables / Bill of materials and services.

v) Annual Maintenance Certificate as per Annexure –‘H

vi) In case of foreign quote, the address of Principal’s / Manufacturer’s and their Banker’s details should be furnished.

Note:

(i) No request for extension of due date will be considered under any circumstances.

(ii) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents

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

7. Bid Opening And Evaluation Process:

a. Technical Bids will be opened as per the Date Schedule & Time.

b. Financial Bids/Commercial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids /Commercial will be announced later.

c. Bids would be summarily rejected, if tender is submitted other than through online portal. The Bid is to be submitted within stipulated date / time.

8. Technical Committee

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

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

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

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

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

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

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

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

9. Commercial Bid Evaluation:

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

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

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

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

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

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

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

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

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

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

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

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

1. 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) 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 08 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) **Security Deposit:** Within fifteen (15) days of the award of contract, the successful bidder shall furnish a security deposit for 03% of the purchase order value in the form of demand draft/bank guarantee (from scheduled Bank only) favoring the Director, Indian Institute of Technology, Hyderabad. The Security Deposit will be returned on successful installation of the equipment.

b) **The Performance/Warranty Bank Guarantee** for 3% of the order value will be submitted for release of the balance 10%, valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations, including warranty obligations

- c) The IIT Hyd will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order.
- d) **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 indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and

(iv) Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

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

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

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

CHAPTER - 3 : CONDITIONS OF CONTRACT

1. Prices:

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

A. Bidders Quoting in Indian Rupees (INR)

(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.

B. Bidders Quoting in Foreign Currency -

(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 two years 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.

2. **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 to the satisfaction of the Institute/User and balance 10% will be released after installation, commissioning of the equipment and submission of PBG. If the PBG, submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period plus 60 days 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. The LC will be established by Bank of India Tokyo. The documents will be however, consigned in the name of the procuring entity i.e. IITH . 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 0.5% 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. 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.

18. Dispute Settlement:

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

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

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

(a) In case of Dispute or difference arising between the IIT Hyd and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IIT Hyd, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

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

Assistant Registrar (S&P)

CHAPTER 4

Specifications for Fully Automated Computer-Controlled Servo-Hydraulic Multi-Axial Dynamic System (MDS)

1. ACTUATOR ASSEMBLY

(a) Linear Servo Hydraulic Fully Fatigue Rated Actuator with a rated force capacity of 100 kN – 1 No.

- Double-ended, Double acting with double amplitude displacement of 150 mm
- Displacement transducer (LVDT) coaxially mounted 150 mm with calibration certificate
- Fatigue-rated Swivel Base (+/- 17 degree or more tilt angle, +/- 80 degree or more swivel angle) of 100 kN capacity and above to connect at the base end.
- Axial load cell (100 kN) mounted for load measurement with calibration certificate
- Piston rod surface coating should have plasma high-density thermal spray coating of material Diamalloy 3007 OR equivalent coating for 10x longer life than hard chrome-plated rods
- Two servovalves of 63 lpm each
- Set of accessories, hoses, and assembly kit

(b) Linear Servo Hydraulic Fully Fatigue Rated Actuator with a rated force capacity of 250 kN – 1 No.

- Double-ended, Double acting with double amplitude displacement of 150 mm
- Displacement transducer (LVDT) coaxially mounted 150 mm with calibration certificate
- Fatigue-rated Swivel Base (+/- 14 degree or more tilt angle, +/- 70 degree or more swivel angle) of 250 kN capacity and above to connect at the base end.
- Axial load cell (250 kN) mounted for load measurement with calibration certificate
- Piston rod surface coating should have plasma high-density thermal spray coating of material Diamalloy 3007 OR equivalent coating for 10x longer life than hard chrome-plated rods
- Two servovalves of 63 lpm each
- Set of accessories, hoses, and assembly kit

(c) Linear Servo Hydraulic Fully Fatigue Rated Actuator with a rated force capacity of 150 kN – 1 No. [Optional]

- Double-ended, Double acting with double amplitude displacement of 150 mm

- Displacement transducer (LVDT) coaxially mounted 150 mm with calibration certificate
- Fatigue rated Swivel Base (+/- 17 degree or more tilt angle, +/- 80 degree or more swivel angle) of 150kN capacity and above to connect at the base end.
- Axial load cell (150 kN) mounted for load measurement with calibration certificate
- Piston rod surface coating should have plasma high-density thermal spray coating of material Diamalloy 3007 OR equivalent coating for 10x longer life than hard chrome-plated rods
- Two servovalves of 63 lpm each
- Set of accessories, hoses, and assembly kit

2. HYDRAULIC DISTRIBUTION SYSTEM

(a) Hydraulic Power Unit

- Flow rate of minimum 200 liters per minute with provision for adding 100 lpm at a later stage (future expansion)
- Modular Pump/Motor assembly with individual ON/OFF control according to the flow requirement
- Low noise (less than 70 dB (A)) with Pump/Motor assembly immersed in hydraulic oil
- Operating pressure around 3000 psi
- Water cooled with a heat exchanger
- 415 VAC, 3 Ph, 50 Hz
- 3-micron return filtration
- Suitable high-pressure filter and seal kit
- Suitable hydraulic oil
- Suitable cooling system (sufficient capacity of Chiller)

(b) Hydraulic Service and Distribution Manifold

- 2 stations
- Total flow rate of minimum 180 liters per minute
- Operating pressure around 3000 psi
- On/off, hi/low control
- Pressure & Return accumulator
- Filters
- Suitable Hose sets, at least 10 m in length

3. CONTROLLER SYSTEM

- 2 stations, 2 channel configuration – 1 No.
- It should consist per channel as below

- Valve Driver for servo valves – 1no
- Digital Universal Conditioner to support a Force transducer (Load cell)– 1no
- Digital Universal Conditioner to support a Displacement transducer (LVDT) – 1no
- I/O Carrier as necessary
- Can be upgraded to 4 channels in the future by adding DUCs and cards
- Remote emergency stop
- Computer with latest configuration (Windows 10 or higher, 64-bit, 16GB RAM, 2x500GB, 23” monitor, MS Office, etc.)
- Control software for tests, operation & data acquisition and further processing
- Suitable uninterruptible power system
- All necessary cable sets

4. CONTROLLER/ANALYSIS SOFTWARE

- Shall allow simultaneous control of multiple channels and actuators
- Automatic data acquisition
- custom generated waveforms along with standard waveforms
- Advanced structural simulation software features (optional)

5. REACTION FRAMES

(a) Two-post reaction frames – 2 Nos.

- Load capacity: 250 kN and 100 kN – shall withstand dynamic loads of 250 kN and 100 kN at a maximum 25 Hz frequency. However, the actuators operate at higher frequencies (up to 50 Hz), rarely at low capacity. Stability and rigidity shall be ensured. Hence, the First Mode in the vertical direction should be beyond 25 Hz.
- Minimum Dimensions: 2.6 m (clear height) × 2.3 m (clear width)
- Shall use at least ISWB 250 H-sections for columns
- Base plates shall be of size at least 1500mm × 700mm × 40 mm (thick)
- Provision shall be made to raise or lower the cross beams from their designated location (2.6 m clear height) with a 100 mm pitch (3 positions). The actuators are about 1.3 to 1.5 m in length. Hence, the pitch shall be a minimum of 100 mm. However, a minimum clear vertical spacing of 2.4 m shall be ensured when the cross beams are moved to the lowest position.
- A provision for moving the activators from the center of the cross beams to the corner. A suitable hydraulic jack shall have a power pack, controls, and arrangements.

(b) Side Bracket – 1 No.

- A side bracket shall accommodate a 100 kN dynamic actuator which will be operated between 0 to 10 Hz.
- A 1.75 m (min.) height bracket structure, preferably fabricated with ISWB H columns with multiple slots at 100 mm pitch, shall be provided to mount the horizontal actuator.
- Under the peak load and the frequency, the bracket shall not deflect more than 200 micrometers.
- Sufficient stiffeners, brackets, and bracings shall be provided to enhance the lateral stability of the horizontal actuator.

(c) Steel test tanks – 2 Nos.

- Steel tanks of size 1.5m × 1.5 m × 1.0 m (height) made of MS sheets of min. 4 mm thickness, with one face of Perspex glass (25 mm thick).
- All-round stiffeners (L-angles of sufficient size) at 1/3rd and 2/3rd heights.

(d) Acceptance Criteria for Actuators and Frames

- For 100kN Actuator: It should be capable of achieving the performance at no load condition
 - ±35 mm or better at 1 Hz frequency
 - ±5 mm or better at 10 Hz frequency.
 - ±1.25 mm or better at 20 Hz frequency.
- For 150kN Actuator: It should be capable of achieving the performance at no load condition
 - ±20 mm or better at 1 Hz frequency
 - ±4 mm or better at 10 Hz frequency.
 - ±1 mm or better at 20 Hz frequency.
- For 250kN Actuator: It should be capable of achieving the performance at no load condition
 - ±10 mm or better at 1 Hz frequency
 - ±2 mm or better at 10 Hz frequency.
 - ±0.5 mm or better at 20 Hz frequency.
- Performance curves for individual actuators should be attached to the offer.

(e) Acceptance Criteria for Frames

- Separate tests for 100 and 250 kN actuators mounted on the frames

- Full load tests on a rigid specimen at full load for 1 minute. The deflections of the frames shall be within the permissible limit of 200 micrometers.
- Grouting shall be provided between the base plate and the rigid, strong floor for 100% contact.
-

6. INSTALLATION AND TRAINING

- Onsite calibration of all the transducers
- Onsite installation and training: Minimum one week or whichever is later.
- FSE travel expenses
- All hoses and cables shall be at least 10 m in length
- Warranty: Two Years (1 year standard warranty + 1 year extended warranty with yearly maintenance and calibration) shall be included without any additional cost.

For any technical query related to enquiry you may to contact

Prof. Sireesh Saride, Dept of Civil Engineering - Email: sireesh@ce.iith.ac.in

For Commercial query

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

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

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

CHAPTER-5 BILL OF MATERIALS

Name of the Bidder _____

Tender No. _____

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

ANNEXURE – A

FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS

NOTE:

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

| S. No | Terms & condition of Tender document | Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No') | Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for |
|-------|---|--|---|
| 1 | a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India | | |
| | b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer | | |
| 2 | Whether techno-commercial Bid contains Bid Securing Declaration , technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable | | |
| 3 | a) If the prices are on Ex-Works /FOB, FCA/ or CIF, CIP basis for foreign currency bids | | |
| | b) Whether specific amounts or percentage of expenses like packing, forwarding, | | |



| | | | |
|----|--|--|--|
| | handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms. | | |
| 4 | a) Whether prevailing rates of GST & other govt. levies (for indigenous supplies) have been given in quotation | | |
| 5 | The validity period of the quotation/bid as per our requirements is specified | | |
| 6 | Whether copies of previous supply orders of the same item from other customers have been attached with the quotation | | |
| 7 | Whether rates/amount of AMC after the warranty period is over has been mentioned | | |
| 8 | Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted | | |
| 9 | Whether compliance statement of specifications has been attached with the Technical Bid. | | |
| 10 | Whether the delivery period for supply of the items has been mentioned | | |
| 11 | Do you agree to the submission of Security Deposit /Performance Bank Guarantee as per the terms of the Tender | | |
| 12 | Do you agree about the date of commencement of | | |



| | | | |
|----|---|--|--|
| | warranty period & its extension is necessary. | | |
| 13 | Who will install/commission and demonstrate the equipment at IIT Hyd. i.e Indian Agent or OEM | | |
| 14 | Has Certificate about the availability of Spare parts submitted with the Technical Bid. | | |
| 15 | b) Whether quotation has been signed and designation & name of signatory mentioned. | | |

Signature of the Bidder

Name

Stamp

ANNEXURE – B

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

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

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

Signature of the Bidder

Name

Stamp

ANNEXURE – C

EMD 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 with EMD. The EMD details submitted are as below

DD/BG No _____

Amount _____

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification & EMD will be forfeited / 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.

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

ANNEXURE – D

MANUFACTURER'S AUTHORIZATION FORM

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

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

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

To: [Insert complete name and address of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

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

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

ANNEXURE – E

PREVIOUS SUPPLY ORDER LIST FORMAT

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

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Registered Address : _____

Name of Partners /Director: _____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

Company's Legal Status 1) Limited Company

(tick on appropriate option) 2) Undertaking

3) Joint Venture

4) Partnership

5) Others (In case of Others please specify)

Company Category 1) Micro Unit as per MSME

2) Small Unit as per MSME

3) Medium Unit as per MSME

4) Ancillary Unit

5) SSI

6) Others (In case of Others please specify)

CONTACT DETAILS

Contact Name: _____

Email Id : _____

Designation : _____

Phone No : (____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

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

Name of Bank : _____

IFSC NO. (Bank) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST _____

ANNEXURE – G

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

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

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

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:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

ANNEXURE – I

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

Date: DD/MM/YYYY

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE – J

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead)

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:



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

Deleted

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

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. No modification / changes in the scope of the Work shall be made except based only on mutual discussions between the parties and prior written approval of IITH.

1. ASSIGNMENT OR TRANSFER OF THE WORK

The Company shall not assign or transfer the Work or any part thereof to any third party without the explicit prior written consent of IITH.

2. DISPUTE RESOLUTION

Any dispute or controversy arising out of or relating to this Contract, or its actual or alleged breach will first be decided by the mediation. If that does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, Arbitration, conducted in the city of Mumbai, at the Mumbai Centre for International Arbitration(MCIA), at Mumbai, India.

3. GENERAL

- a. This Contract constitutes the entire and only Contract between the parties for the SUPPLY ONLY and all other prior negotiations, representations, agreements, and understandings are hereby superseded.
- b. This Contract will be construed and enforced in accordance with the laws of India in the city of Mumbai (India) having the Mumbai Centre for International Arbitration(MCIA).

4. TERM AND TERMINATION

- a. Any term of this Contract may be amended only with the mutual written consent of both the parties.
- b. Any notice required or permitted by this Contract shall be in writing and correspondence shall be in English language only between the authorized persons of IITH and Company
- c. The parties hereto also agree to all the clauses and sub clauses along with the Annexures attached hereof.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written below-

For

Indian Institute of Technology Hyderabad

For

Company

Name:

Name:

Designation

Designation

Date

Date

Witness

Witness

Name

Name

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 BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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 same 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. _____

ANNEXURE - O

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

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502284

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 **3%** 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 upto (**3%** 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. _____ (10% 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 10% 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 10% of the contract value.

This guarantee shall be 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 contact 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
(Signature with Seal)