

## SINGLE TENDER

Single Tender No:IITH/EE/KKUCHI/2025/S/T010

Date:13.05.2025

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%)	EMD
SoC Automated Test Equipment (ATE) Production Test Development	01	Rs. 2,360.00	Rs.10,00,000.00
All the formats of the Annexures are given below			

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	13.05.2025	12:00 PM
2	Bid Submission Start Date	13.05.2025	12:00 PM
3	Bid Submission Close Date	27.05.2025	12:00 PM
4	Opening of Bids	28.05.2023	12:00 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 Portaling 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](mailto: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 into the site through the secured login 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 'MyTenders' 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

casetheywanttoobtainany clarification/helpfromthe Helpdesk.

### **PREPARATIONOFBIDS**

- 1) Biddershouldtakeintoaccountanycorrigendumpublishedonthetenderdocumentbefore submittingtheir bids.
- 2) Pleasegothroughthetenderadvertisementandthetenderdocumentcarefullytoundersta nd the documents required to be submitted as part of the bid. Please note thenumberofcoversinwhichthebiddocumentshavetobesubmitted,thenumberofdocum ents - including the names and content of each of the document that need to besubmitted.Any deviations fromthesemayleadto rejectionofthe bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in thetender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPGformats. Bid documents may be scanned with 100 dpi with black and white option whichhelps in reducingsizeofthe scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documentswhich are required to be submitted as a part of every bid, a provision of uploading suchstandard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has beenprovided to the bidders. Bidders can use “My Space” or “Other Important Documents” areaavailable to them to upload such documents. These documents may be directly submittedfrom the “My Space” area while submitting a bid, and need not be uploaded again andagain.Thiswill leadto a reductioninthetimerequiredfor bidssubmissionprocess.

**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 automaticallyensuretheseDocumentsbeingpart of Technical Bid.*

### **SUBMISSIONOFBIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can uploadthe bid in time i.e. on or before the bid submission time. Bidder will be responsible for anydelay duetoother issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one asindicated inthetenderdocument.
- 3) Bidderhastoselectthe paymentoptionas “offline”topay thetenderfee /EMDasapplicableandenterdetails ofthe 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 bythe last date of bid submission or as specified in the tender documents. The details of theDD/any other accepted instrument, physically sent, should tally with the details available inthescannedcopyandthedataenteredduringbidsubmissiontime.Otherwisetheuploade dbidwill berejected.

- 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 bidders 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 bid 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 technique 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](mailto:support-eproc@nic.in).

### **TERMS & CONDITIONS**

1. It may kindly be noted that your bid should:
  - a. TwoBid 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 60 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 as per the milestones given below 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**

Payment will be made on successful completion of each phase to the satisfaction of the Institute/Scientist/Technologist/Indenter/Professor etc and the payment of final phase will be released after submission of performance bank guarantee (PBG) for the value of 3% of the total order value, valid for a period of warranty plus 60 days.

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: One (01) 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 valuated bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
- b. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.
  - i) Class I local Supplier – has local content 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.
24. **Earnest Money Deposit (EMD)**
  - a. The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs10,00,000/-** in the form of Insurance Surety Bonds/Account Payee/Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/ Bank guarantee from any commercial Banks on any Scheduled/Nationalized Bank **in favour of the Director, Indian Institute of Technology Hyderabad.**
  - b. **The original document (other than MSME/NSIC) should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd on or before 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.**

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

25. **Security Deposit:** Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to **3%** of the purchase order value in the form of Insurance Surety Bonds, Account Payee, Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Performance Bank guarantee from any commercial Banks or payment online of a scheduled bank in the name of Director, IIT Hyd favouring the Director, IIT Hyd.

26.

**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

**Requirement:** SoC Automated Test Equipment (ATE) Production Test Development

Vendor should provide an overview of the different phases to develop a production test program in a staged approach so that the SoC can be tested on an Automated Test Equipment.

Below hardware setups required

- A daughtercard set up, used during the development and debugging of the production test program. This daughtercard can also be used for manually testing
- A final loadboard to be used at OSATs for fully automated, high volume, testing at OSATs with a handler

The production test development is split in different phases

- Phase 1: Production test specification & design of Daughtercard
  - Creation of the test specification, including all tests to be included in the test program as well as the test limits.
  - Design and manufacturing of a daughtercard based upon R4 package and pin-out to be used
  - Deliverables and Sign Off
    - Test specification: mutual agreement by signed document
    - Circuit design & layout of Daughtercard: mutual agreement by signed document
- Phase 2: SW development of test package
  - Development of all analog and digital tests as outlined in the test specification
  - Generation of all test patterns (for all analog and digital tests) for the tests of the production test program
  - Deliverables:& Sign Off
    - Test Program log with all implemented tests; Acceptance of test implementation related to test specification
- Phase 3: Debugging & stabilization of Test package on production tester & stabilization of test program, Cpk analysis
  - 50 samples to be delivered by IITH for this phase
  - Deliverables:& Sign Off:
    - Stabilisation Report: repeatability, reproducibility, characterisation

- Updated test specification with final test limits: mutual agreement by signed document
- Phase 4: Measurement of max 200 samples (to be delivered by IITH)
  - Deliverables:& Sign Off:
    - 200 tested samples (including the failed samples, not passing test program)
    - Log of the tests
    - Acceptance: acknowledgment of receipt of log and samples
- Phase 5: Transfer to OSAT & Ramp up monitoring & analysis
  - Design and manufacturing Final Test production Multi-Site Loadboard
  - Transfer of production test program to OSAT
  - Final verification of LoadBoard and Production Test Software at OSAT
  - Deliverables:& Sign Off:
    - Circuit design of loadboard: mutual agreement by signed document
    - Production Test program
    - Stabilization Report: characterization
    - Acceptance: acknowledgment of characterization report
- Phase 6: ESD/Latch Up qualification
  - Deliverables:& sign Off:
    - Report on ESD/Latch Up results
    - Acceptance: acknowledgment of report

### **Deliverables to IITH Hyderabad**

- A production test specification.
- Reports as mentioned above
- Production Test program
- 200 tested samples

Milestones	Particular	Deliverables	Timeline (Date estimate)
M5A	Start of ATE development phase 1		T0 + 0 months
M5B	Delivery of ATE test specification for the SoC (end phase1)	Production test specification, including schematic design of Loadboard	T0 + 4 weeks
M5C	Software package and Daughtercard available (End of Phase 2)	Report on Tests implemented	T0 + 16 weeks
M5D	Production Test program ready (End of Phase 3)	Report on Test Package	T0 +21 weeks

M5E	Prototypes tested (End of Phase 4)	Delivery of tested samples with report on test results	T0 +22 weeks
M5F	Start transfer to OSAT	NA	T1
M5G	Transfer to OSAT completed (End of Phase 5)	Report on results of Transfer	T1 + 4 weeks

Payment will be made upon achievement of below phases

Sl.No	Phases
1	Phase 1: Test specification, design of Daughter Card and Loadboard, Manufacturing of Daughter Card
2	Phase 2: Development of SW package
3	Phase 3: Debugging, stabilization, CpK analysis
4	Phase 4: Measurement of max 200 samples
5	Phase 5: Transfer to two OSATs, including two loadboards (one for each OSAT)
6	Adaptations to ATE Software from R4 to R5

### **Remarks**

- Any bugs that show up and or improvements that can be considered for the production test program, during the supply of the first six batches of components will be executed for free.
- If specification is not met, supplier wants to rectify the same in subsequent tape out at their own cost.

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

Prof.Kiran Kumar Kuchi, Department of Electrical Engg, Email: [kkuchi@ee.iith.ac.in](mailto:kkuchi@ee.iith.ac.in)

### **For Commercial query**

Mr. Venkatesh M - Senior Assistant Registrar, Email : [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in)

Mr. K.Ramesh Kumar - Assistant Registrar, Email : [ar.stores@iith.ac.in](mailto:ar.stores@iith.ac.in)

Ms.D Chanchala Devi–DeputyRegistrar, Email : [hos.snp@iith.ac.in](mailto:hos.snp@iith.ac.in)

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

ANNEXURE – C

PREVIOUS SUPPLY ORDER LIST FORMAT

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

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

Place:

Date:

ANNEXURE – D

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 – 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.

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

ANNUAL MAINTENANCE CONTRACT

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

For Comprehensive AMC

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

For Non - Comprehensive AMC

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

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

ANNEXURE – 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: \_\_\_\_\_

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 – H

#### 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.:

ANNEXURE – I

**Declaration for Local Content from OEMs 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 -J

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 -K

### 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 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  
(Signature with Seal)

**ANNEXURE - N**

## PRE CONTRACT INTEGRITY PACT

### General

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

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

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

NOW, THEREFORE,

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



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

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

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

### **Commitments of the BUYER**

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or

post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the 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. \_\_\_\_\_