|| ज्ञानम् सर्वजनहिताय ||

भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड़ इंदौर – **453552**
Simrol, Khandwa Road, Indore- 453552

Bidding Documents for Supply and Installation of Gaussian Software

Document to be submitted online for (Technical & Financial Bid as per Schedule of requirement)

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

भारतीय प्रौद्योगिकी संस्थान, इंदौर
सिमरोल, खंडवारोड, भारत,पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

दूरभाष: *91-0731-6603551/3592*
Tel.: *91-0731-6603551/3592*
Email: mms@iiti.ac.in

TENDER DOCUMENT FOR E-PROCUREMENT

Online Tender is invited by IIT Indore (in Two Bid System) from the respective Original Equipment Manufacturers (OEM) their Authorized Distributors/ Dealers/Firms etc. for Supply and Installation of Universal Testing Machine (UTM) at Indian Institute of Technology, Indore.

The details are as follows:

Sl. No.	Name of the Item	NIT No.	EMD
01.	Supply and Installation of Gaussian Software	977	NA

Note:

I. **Tender Documents with detailed terms & conditions can be downloaded from websites: https://www.iiti.ac.in/tender & https://eprocure.gov.in/eprocure/app**
II. **All the details/documents pertaining to the tender such as tender document, pre-bid report, corrigendum, and any further updates shall be available on IIT Indore website, and Central Public Procurement Portal.**
III. **Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Resell Agents/Channel Partners with valid proof of authorization.**

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Material Management Section,
Tel: +91- 0731-660 Ext 3551/3580/3592 Email: mms@iiti.ac.in

Assistant Registrar
MM Section, IIT, Indore

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

CONTENTS

Tender for Supply and Installation of Gaussian Software

CHAPTER- 1
SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	**March 01, 2023** https://eprocure.gov.in/eprocure/app and https://www.iiti.ac.in/tender
02	Bid Submission Start Date	**March 01, 2023**
03	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	**March 06, 2023 up till 03:00PM, (IST)** Please refer NIT Documents
04	Date & Time of Opening of Technical Bids	**March 07, 2023, at 03:00 PM, (IST)** Please refer NIT Documents
05	All communications with respect to the tender shall be addressed to:	**Assistant Registrar, MM Section** 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3551/3580/3592 Email: mms@iiti.ac.in
06	For any assistance required	**CPP Portal website: www.eprocure.gov.in** **CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232**

 # Note:

1) **If the tender doesn't open on the above-mentioned date, because of any unforeseen circumstances, then the next working day will be considered as the tender-opening date.**

Assistant Registrar
MM Section, IIT, Indore

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materi... Management Section)

CHAPTER- 2
INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates.
More useful information regarding submission of the online bids is available/obtained at URL:http://eprocure.gov.in/eprocure/app on the CPP Portal.

3. The Bidders are requested to read and tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.

4. **For Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app by clicking on the link **"Click here to Enroll".** Enrolment on the CPP Portal is free of charge.

5. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page and the remaining part is same as above and below.

6. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.

7. IIT Indore reserves the right to reject any tender/bid wholly or partly without assigning any reason/justification to any.

8. The Technical Evaluation Committee constituted by the IIT Indore shall have the right to verify the particulars furnished by the bidder independently.

9. Tenderer shall take into account all costs including Cartage, Freight, Installation, Commissioning, Testing and Training etc. of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment/work for any reason shall be entertained.

10. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore PIN 453552 and the supplier shall be responsible for any damage/casualty during the transit of goods.

11. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.

12. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit online bids for each of the above furniture along with all requisite documents and scanned copy of online EMD submission reference.

13. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line http://eprocure.gov.in/eprocure/app. **The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**

14. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents Incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.

15. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.

16. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- http://eprocure.gov.in

Assistant Registrar (MM)

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

CHAPTER - 3

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 a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

7) 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.
8) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
9) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum/prebid report published on the tender document before submitting their bids.
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor valid certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload\ the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be liable to be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7) 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.
8) 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.

GENERAL INSTRUCTIONS TO THE BIDDERS

1) The tenders will be received online through portalhttp://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/appunder the link "Information about DSC".
3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement athttp://eprocure.gov.in/eprocure/app

Online Bid Form
The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices
The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote

for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

a. The price of the goods should be quoted for destination basis, charges towards freight; installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**

II. Bid currencies

a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.

III. Period of validity of online bids: Online Bids shall remain valid for acceptance for <u>180 days</u> after the date of bid submission.

<u>Note</u> – Non-compliance of the above mentioned points may disqualify your offer for further consideration.

Assistant Registrar
MM Section, IIT, Indore

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

CHAPTER- 4
GENERAL TERMS AND CONDITIONS

1. **Bidder:** Tenders are invited only from **Original Equipment Manufacturers** OR their **Authorized Distributors/ Dealers/Firms etc.**, Vendors are requested to **attach valid proof** to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product. Bids/Quotations of the internationally recognized brand from authorized dealers only will be accepted.

2. **Tender Type:** **Single- Bid through Online Mode**.

(a) **Technical & Financial Bid:** Technical & Financial bid will be opened on the due date. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the firms. The technically disqualified firms can represent disqualification within a week of uploading of technical evaluation matrix on CPP Portal. **Non- representation within the stipulated time the tender will be processed further and no representation will be accepted thereafter.**

3. **Confidentiality:** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

4. **Bid Submission:** Bidders are requested to submit the bids. All the two parts of the bid shall be submitted online on http://eprocure.gov.in/eprocure/app.**The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**

5. **Late Bids**: IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

6. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.

7. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.

8. **Opening of Tenders:** The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day. In two-parts bidding, the financial bid shall be opened only for those who qualified in the technical evaluation stage by the committee.

9. **Bid Security (EMD):**

a) Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with:-
(i) Micro and Small Enterprises (MSEs)
(ii) Central Purchase Organization (CPO)
(iii) Concerned Ministry / Department.
(iv) Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).

b) In such case, a copy of the valid certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.

c) In case the unit is not covered as above, the EMD should be submitted online via https://www.onlinesbi.sbi/sbicollect/icollecthome.htm and the payment reference should be attached in PDF with Cover I.

d) The EMD will be returned to the unsuccessful bidders after the order (s) are placed with the successful technically qualified L-1 bidder.

e) The EMD will be forfeited if the technically qualified L-1 bidder fails to accept the order based on his/her offer/bid or fails to supply the items.

f) No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after the finalization of order or immediately after the completion of the validity of the bid.** The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.

10. Preliminary Examination: The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in Chapter-6 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be liable to be rejected.
(a) Technical Bid and Price Bid,
(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and shall be ignored.
(c)**If required, technical committee may invite the bidders for technical demonstration of the quoted item/equipment as part of the technical evaluation.**

11. The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.

12. Bid Evaluation Procedure: For the purpose of selection of the bidder, a two-stage bidding process will be followed.

i. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
ii. Evaluation will be done strictly on Pre-Qualification and Technical criteria as mentioned chapter 6 & 7. If required, the committee may invite the bidders to demonstrate the specification, features of the quoted item as part of the technical evaluation.
iii. In case of Indigenous, All the bid shall be evaluated on the basis of final landed cost at IITI which includes all taxes duties and other charges. If bidders quote different GST slabs for a product, then IITI will follow HSN code and GST rules of GOI for uniform comparison of all bids.
iv. **In case of import,** the below mentioned calculation will be followed to arrive at the technically qualified lowest responsive bidder:

v. **Award Criteria:** The Purchaser reserve the rights to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
vi. **Purchaser's Right to vary Quantities at Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract.
vii. **Option Clause:** The Purchaser reserves the right to increase or decrease the quantity of the required goods/items, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
viii. **Fall Clause:** The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same

nature, class or description to any other purchaser. The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed.

ix. **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

x. **Notification of Award:** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

xi. **Signing of Contract:** The IITI shall send the successful Bidder the Purchase Order. Within 05 (Five) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the IITI.

xii. **Order Acceptance:** The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited

xiii. **Place of Delivery& Schedule:**_IIT Indore, Simrol, Khandwa Road, Indore – 453552 and should be delivered within given schedule.

13. Conflict of Interest among Bidders/Agent: The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a. they have controlling partner (s) in common; or
b. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
c. they have the same legal representative/agent for purposes of this bid; or
d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
e. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.
f. in cases of agents quoting in offshore procurements, on behalf of their principal 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 principal manufacturer directly or through one Indian agent on his behalf; and
ii. Indian/foreign agent on behalf of only one principal.
g. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
h. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business

14. Guarantee/ Warranty: The equipment should be covered comprehensive on-site warranty against any manufacturing defect. Warranty certificate should be submitted with the bill(s).

a) Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the Institute authorities.

b) Upon receipt of notice for defective material, the firm shall within 15 days of receipt of the notice, replace the defective material, free of cost at the destination. No claim whatsoever shall lie on IIT Indore for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IIT Indore may proceed to take such remedial action as may be necessary, at the company's risk and cost.

15. **Insurance:** Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination.

16. **Shipping, Packaging and Labeling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the IIT, Indore packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.

17. **Inspection:** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchasers right to inspect, test and, where necessary, reject the Goods after the Goods" arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment. \

18. **Right of Acceptance:** This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.

19. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

20. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.

21. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**

22. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT**- If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

23. IIT Indore reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.

24. IIT Indore does not bind itself to accept the lowest or any tender and may cancel/withdrawal the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IIT Indore.

25. IIT Indore is a green zone campus, hence, after delivery and acceptance of item suppliers should take back the waste packing material such as plastic, wrapping paper, and toxic material. Further, any wooden packing material is to be handed over to the store.

26. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.

27. The firm may give any of their commercial terms, if required, in their techno-commercial offer only, and price quotation should contain only the price.

28. Please inform the IIT Indore in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.

29. IIT Indore **reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**

30. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.

31. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.

32. **Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction. All Domestic and International disputes are subject to Indore jurisdiction only.

<u>**Note**</u> – Non-compliance of the above mentioned points may disqualify your offer for further consideration.

Assistant Registrar
MM Section, IIT, Indore

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

Benefits to Micro and Small Enterprises (MSEs)/Start-Up:

With reference to the Order of the Ministry of MSME , under the Public Procurement Policy March 2012 , Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

a) ***Qualifying Criteria for MSEs , SC/ST vendors*** :

i. **MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :**

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission (KVIC)
- Khadi and Village Industries Board (KVIB)
- Directorate of Handicrafts and Handloom
- Adhar Udyog Memorandum

ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:

- District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy
- Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate /
- Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
- Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
- Revenue Officer not below the rank of Tehsildar
- Sub-divisional Officer of the area where the individual and/or his family normally resides

iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.

iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

v. **If the bidder is a MSME, it shall declare in the bid document the Udyog Adhar Memorandum Number issue to it under MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs order 2012."**

vi. **The benefit as above to MSEs shall be available only for Goods produced and services rendered by MSEs. However, trader/sellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**

b) ***Purchase Preference for MSE*** :

i. Price quotation in tenders: In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value..

ii. A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs.

iii. A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship or holding minimum 51% shares in case of Partnership/Private Limited Company).

iv. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.

v. Where the MSE is SC/ST owned or Women Entrepreneurs, they shall be exclusively awarded a share of 4% & 3% of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST or Women Entrepreneur MSEs.

vi. In case of more than one SC/ST or Women Entrepreneur MSE matching the L1 price, they shall equally share 4% & 3% of the order, and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.

(ii)Startup(s): relaxation regarding prior turnover and prior experience is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.. However, they must enclose valid self-attested registration certificate(s) along with the tender to this effect

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

Purchase preference shall be given to Class-I/Class-II local Suppliers meeting the institute requirement of minimum in line with the public procurement (Preferenbe to Make in India) vide OM No. P45021/2/2017-PP (BE-II) dated 04 June 2020. A Self-Declaration Certificate regarding "Class-I Supplier" for the tendered item as per the Annexure- is to be submitted.

Purchase preference shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:

a. **Among all qualified bids, the lowest bid will be termed as L1**. If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.

b) **If L1 bid is not a** 'Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as per following procedure:

i. **Among all qualified bids, the lowest bid will be termed as L1. If L1** is from a Class-I local supplier, the contract will be awarded to L1.

ii. **If L1 is not** from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. **In case such lowest eligible 'Class-I local supplier' fails to match the L1 price,** the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.

iv. **'Class-II local supplier' will not get purchase preference in any procurement** undertaken by the procuring entity

CHAPTER- 5
SPECIAL TERMS AND CONDITIONS

1. **Payment: No advance payment will be made in any case.** Payment will be released through wire transfer/bank RTGS transfer after Supply, installation testing, inspection& commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Assistant Registrar MM Section, IIT Indore.

a) In case of indigenous, the payment term may be

(i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore and accepted by the user department.

(ii) 20% of the balance of each unit cost will be paid after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.

2. **Performance Security:** Within Thirty Days (30) days from the date of satisfactory Installation, Commissioning, Testing & Training, the firm must submit performance security of 3% of the total order value from an Indian Scheduled Bank before the release of the final payment and after satisfactory installation and commissioning of the furniture in the form bank guarantee **valid upto sixty (60) days** beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case the supplier fails to provide satisfactory after-sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited.
3. **DEMONSTRATION of the Quoted equipment:** The IIT Indore reserve the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
4. **PREDISPATCH**- The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item if asked by the IIT Indore. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IIT Indore technical committee.
5. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.
6. **PRE- INSTALLATION:** Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
7. **INSTALLATION & COMMISSIONING**: BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 30 days of the arrival of the equipment at site. **For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be** imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.
8. **Liquidated Damages:** -As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. In case of delay in satisfactory Installation Commissioning, Testing, Training, Inspection, Certification etc. also the same rate of penalty shall be leviable. Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
9. In case equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.
10. Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.

Assistant Registrar (MM)

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

CHAPTER- 6
Pre- Qualification Criteria

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID as Annexure- I

Sl. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 1 Year.	For OEM:- Valid Certificate of Incorporation/Registration Certificate of the firm
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. **Offer submitted without proper authorization shall be liable to be rejected summarily.**
3.	The firm should have a strong technical support team available in India to rectify the technical issues related to the equipment supply within 24 Hrs.	Bidder should enclose the details of service support (Escalation Matrix details).
4.	**Udyog Adhar Memorandum No. if bidder claim MSEs.** Copy of valid PAN card, Copy of valid GST registration certificate	Self-certified copies of documents.
5.	**WORK EXPERIENCE:** The Vendors / Bidders should have work experience as per the following parameters. Firm should share the previous order copies issued by any Govt./Autonomous Educational/Research Institute (IITs, NITs/National Research Laboratory). The list of Equipment installed at various institutes with contact details should be shared.	Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. **Without submission of completion certificate the experience will not be considered.** **The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.**
6.	Bidder Information	**As per enclosed Annexure II**
7.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract	**As per enclosed Annexure III**
8.	Bidder Acceptance of Tender Document	**As per enclosed Annexure IV**
9.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should been closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified	**As per enclosed Annexure V**

10.	**FINANCIAL TURNOVER**: The firm should have annual financial turnover more than Rs. 5 Lakhs during the past three financial years namely 2019-20, 2020-21 and 2021-22. In case of OEM should be more than 8 Lakhs. The Vendors / Bidders should not have incurred any loss during the last (three) years (as of 31st March, 2022).Profit after Tax should be positive for the above mentioned period.	**As per enclosed Annexure VI** and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
11.	The quoted products should not be under end of sales or end of support in next 03 (three) years from the date of submission	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
12.	**CATALOGUE**: Firm should share the item wise catalogue of the offered product along with the technical bid. Make and model no. of item must be mentioned along with detailed specification	
13.	**PAC Certificate**	The bidder must be submit PAC certificate on OEM letterhead along with technical bid

Note: Non-Compliance with any of the above conditions by the bidders will be tantamount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.

Signature & Seal of Bidder

Chapter-7

Technical Specification Bid

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: Supply and Installation of Gaussian Software

Sl. No.	Description/ Specification	Compliance Yes/No	Deviation if any
1	Gaussian 16 64bit Multiprocessor Single User Academic License on Windows		

Note :

A. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
B. Firm should quote separately for each item as per BOQ.
C. Valid proof of the document in support of the claim to be enclosed with the technical bid.
D. The Quantity mentioned above is also indicative and might change in the final order.
E. Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

CHAPTER- 8
Financial Bid

FINANCIAL BID –Schedule of price bid in the form of BOQ format:

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at https://eprocure.gov.in/eprocure/app
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely liable to be rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies, etc. not specifically indicated in the BOQ, shall not be paid by the purchaser.
5. **If the GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
6. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on the free delivery basis at IIT Indore and the total value is also indicated in words.
3. Any optional indicated in techno-commercial bids must be priced separately.
4. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
5. The price must be stated for each item separately. The percentage of reduction, in the unit price, should also be quoted, should order to that extent be placed with you.

Yours faithfully
(Signature of the Tenderer)
Printed Name:
Designation:
Company Seal:
Date:

Annexure-I

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

Sl. No	Details	Checklist Yes/No
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have existence of firm for a minimum period of 1 Year	
2.	Mention HSN/SAC code of the material/item quoted	
3.	Valid Manufacturers Authorization Form specific to this tender.	
4.	The details of service support (Escalation Matrix details).	
5.	• **Udyog Adhar Memorandum No. , if bidder MSEs.** • Copy of valid PAN card, • Copy of valid GST registration certificate	
6.	Work experience **as** per chapter 6	
7.	Bidder Information- **Annexure-II**	
8.	Client Details- **Annexure-III**	
9.	Tender Acceptance Letter **- Annexure-IV**	
10.	Declaration Regarding Clean Track **-Annexure-V**	
11.	Declaration Of Annual Turnover and Income Tax Return **-Annexure-VI**	
12.	Declaration for end of sales or end of support in next 03(five) years	
13.	Declaration from the firm regarding Single or Consortium	
14.	Quoted model catalogue/brochure	
15.	Price reasonability certificate **Annexure-VII**	

Note: All the statement copies of the certificates, documents etc., enclosed shall be given page numbers on the right corner of each certificate.

Annexure-II
BIDDER'S INFORMATION
(To be submitted on Firm/Company Letterhead)

Details of Bidders		
1.	Registered Name of the Bidder	
2.	Year of Establishment	
3.	Udyog Adhar Memorandum, if MSEs	
4.	Registered Address of the Bidder	
5.	Status of the Company (Public Ltd./Pvt Ltd.)	
6.	Company single or consortium	
7.	Valid GST Registration No. with GST Registration State Name	
8.	Details of the Incorporation of the Company	
9.	Permanent Account No.(PAN)	
10.	Name and Designation of the Contact Person	
11.	Contact No. Email Address of the Contact Person	
12.	**Bank Details of the Agency:** Bank Name Name of the Branch Branch Code Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code	

____
(Signature of the Tenderer)
Company Seal:
Date:

Annexure-III
CLIENT DETAILS

(To be submitted on Firm/Company Letterhead)

To, Date :

The Assistant Registrar
Materials Management Section
I.I.T. Indore,
Simrol, Khandwa Road
Indore –
453 552.

Sub: NIT No. IITI(MM)/PHY/1/1A/977/SP/2022-23/ dated 01 March 2023 for "Supply and Installation of Gaussian Software"

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference)

Order Placed by (full add of client)	Order No. & date	Brief Description of similar work done Rate Contract with other Companies / govt organization	Value of order	Date of completion of contract	Contact Person along with Telephone No., Fax No. And email Address
1	2	3	4	5	6

(Signature of the Tenderer)
Company Seal:
Date:

Annexure-IV

TENDER ACCEPTANCE LETTER

(To be submitted on Firm/Company Letterhead)

To, ____________________

Sub: Acceptance of Terms & Conditions of Tender. NIT No. IITI(MM)/PHY/1/1A/977/SP/2022-23/ dated 01 March 2023 for "Supply and Installation of Gaussian Software"

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' 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 from Page No. _______ to ______ (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 and I have no objection for any of the content of the bid document and I undertake not to submit any complaint/ representation against the bid document after submission date and time of the bid. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.

3. The corrigendum(s) issued from time to time by your department/ organizations 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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.

7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.

8. I/We agree to supply and commission/install/test the equipment and complete the whole of the work and hand over to the purchaser within the stipulated period, after receipt of intimation regarding acceptance of this tender/receipt of supply/service order.

9. **I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.**

10. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

11. Bid security/Performance security 3% of the cost of the supply value shall be deposited by me in the form of FDR/Bank Guarantee in the name of Registrar, Indian Institute of Technology, Indore, India as attached herewith and shall remain in the custody of the Registrar till the warranty of the Contracted item/equipment plus two months.

12. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the biding firm or manufacturer.

13. I/We undertake that the rates quoted by me when approved and selected by the IIT Indore will be valid for one year from the date of approval of the tender/Notification of award or till extended as mutually agreed upon. I undertake to supply the ordered equipment/stores within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the IIT Indore, India.

14. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

15. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.

16. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.

17. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Blacklisting/debarring is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the bid and in doing so I will not have any objection if my bid is rejected on that ground.

18. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.

19. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.

20. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the IIT Indore by way of commensurate reduction in our prices. And if I/we will found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to IIT Indore), the IIT Indore have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm.

21. I/we do accept/agree for all clauses including the onsite Warrantee inclusive of all spares and labour etc. and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this bid enquiry.

22. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.

23. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.

24. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.

25. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.

26. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.

27. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

(Signature of the Tenderer)
Company Seal:
Date:

Annexure-V

DECLARATION REGARDING CLEAN TRACK

(To be submitted on Firm/Company Letterhead)

To, Date :

The Assistant Registrar
Materials Management Section
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Sub: NIT No. IITI(MM)/PHY/1/1A/977/SP/2022-23/ dated 01 March 2023 for "Supply and Installation of Gaussian Software"

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above-referred NIT.
I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi-Government Organizations / Institutions in India or abroad.
I/we further certify that I'm a competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	**Country in which the company is debarred / blacklisted / case is pending**	**Black listed / debarred by Government Semi Government Organizations / Institutions**	**Reason**	**Since when and for how long**

In case the above information is found false I/we are fully aware that the tender/contract shall be liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

____

(Signature of the Tenderer)
Company Seal:
Date:

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

Annexure-VI

DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN

(To be submitted on Firm/Company Letterhead)

To, Date :

The Assistant Registrar
Materials Management Section
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Sub: NIT No. IITI(MM)/PHY/1/1A/977/SP/2022-23/ dated 01 March 2023 for "Supply and Installation of Gaussian Software"

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

F.Y 2019-20	F.Y 2020-21	F.Y 2021-22

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last years i.e. F.Y. 2019-20, 2020-21 & F.Y. 2021-22. Supported by copy of ITR of three years.

____

(Signature of the Tenderer)

Company Seal:

Date:

Annexure-VII

PRICE REASONABILITY CERTIFICATE

(To be submitted on Firm/Company Letterhead)

1. I/We ______________________________________ hereby certify that the prices quoted by us in our offer letter No............................are not higher than prices to any Government Department/PSU/Institution.

2. I/We further certify that I/We have not supplied or quoted for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/Institution within the period of 90 days preceding the last date of submission of the offer.

3. I/We hereby undertake that I/We will not supply or quote for any item in offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/ Institution/ within the period of validity of the offer.

4. I/We also undertake to bring the attention of the Authorities, any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Authorities, regards to the determination of quantum payable shall be final.

____

(Signature of the Tenderer)

Company Seal:

Date:

Annexure- VIII

TECHNICAL SPECIFICATIONS COMPLIANCE SHEET

1. The technical compliance bid must be in this sheet only, otherwise, it should be assumed that the bidder is not able to offer a technically desired product. Information provided elsewhere or in different form will not be considered.

2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.

3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

S. No.	Technical specification	Features available write (Yes/No)	Offered Specification	Any deviation from specification	Remarks
1	Technical Specification as per Tender Document				
2					

Note: *Bidder should submit with Technical Specification Compliance Sheet with Technical Specification Bid.*

____

(Signature of the Tenderer)
Company Seal:
Date:

Annexure-IX

PERFORMANCE SECURITY FORMAT

To,

....

WHEREAS .... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... Dated ....to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .... day of ...., 20..........

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal:
Name & address of the Bank
Address of the Branch:
Phone No.:
E-mail ID:.

ANNEXURE-XII

(To be submitted on Firm/Company Letterhead)

UNDERTAKING

I/We hereby declared that all the Test Reports compliances as per Standard Specifications mentioned in the NIT Document No: ______________________________ **for "Supply & Installation of** ______________________________" will be submitted by us, if required/asked.

Further, we will provide all Statuary valid Certificates/Permissions/License/Hardware/Software as required for smooth running of the supplied EQUIPMENT including all essential requirements for installation etc..

Furthermore, I/We hereby declare that, our quoted prices against this E-Bid Enquiry are not higher then prices offered by us to any others Govt. Institutions/Other Institutions/Departments as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to IIT Indore as per the provisions of GST Act 2017. If any time IIT Indore will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to IIT Indore from our side without any question.

I/We are also undertaken that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of IIT Indore Authorities during execution of Supplies against this E-Bid Enquiry, Indore have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

____

(Signature of the Tenderer)
Company Seal:
Date: