



**Tender for
Expansion of Existing 100 TF HPC Cluster
at IUCAA, Pune**

at

Inter-University Centre for Astronomy and Astrophysics
Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus,
Pune 411 007.

Technical Bid

Technical Bid
Expansion of Existing 100 TF HPC Cluster
at IUCAA, Pune

at

INTER-UNIVERSITY CENTRE FOR ASTRONOMY AND ASTROPHYSICS (IUCAA)
POST BAG 4, GANESHKHIND, SAVITRIBAI PHULE PUNE UNIVERSITY CAMPUS,
PUNE 411 007, INDIA

Name of Work: Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune

A. Name of Bidder / Firm / Company _____

Postal Address _____

Telephone Off. _____

Telex / Fax _____

Email ID _____

Signature & Seal of Bidder

INTER-UNIVERSITY CENTRE FOR ASTRONOMY AND ASTROPHYSICS

TENDER FOR

**Expansion of Existing 100 TF HPC Cluster
at IUCAA, Pune**

INDEX

Sr. No.	Particulars	Details	Page
01.		Copy of Tender Advertisement	3
02.		Introduction	4-5
03.	Section – I	Tender Notice	6
04.	Section – II	Technical Bid Form	7
05.	Section – III	General Conditions of the Contract	8-28
06.	Form - I	Bank Guarantee Form	29
07.	Form - II	Tender Acceptance Letter	30
08.	Form - III	Eligibility Declarations Form	31-32
10.	Form - IV	EMD Refund Request Form	33
11.	Form - V	OEM's Authorization Form	34
12.	Annexure – I	Eligibility Criteria	PDF Attachment
13.	Annexure – II	Technical Specifications	PDF Attachment
14.	Annexure – III	Blank BOQ	PDF Attachment

Copy of Advertisement

Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune

The Director, Inter-University Centre for Astronomy AND Astrophysics, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007, invites technical & financial bids for **“Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune”**, from reputed bidders.

Interested parties may view and download the tender document from Government Central Procurement Portal <http://eprocure.gov.in/eprocure/app>, and the same is also available on IUCAA’s website <https://www.iucaa.in/tenders>.

The tender document has to be submitted through CPPP only.

IUCAA reserves the right to reject any or all of the tenders without assigning any reasons.

Administrative Officer (Purchase)

INTRODUCTION

(A) Procuring Entity's Rights:

The Procuring Entity: Bids are to be addressed to the Procuring Entity, i.e. the Director, Inter-University Centre for Astronomy and Astrophysics (IUCAA), Pune through the Administrative Officer (Purchase) The Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Inspection Agency/ Officer and interim/ultimate Consignee(s) and Paying authority who shall discharge designated function during contract execution.

1. Rights to Intellectual Property and Confidentiality:

- a) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
- b) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- c) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- d) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - i. now or hereafter is or enters the public domain through no fault of Bidder;
 - ii. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - iii. otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- e) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2. Right to Reject any or all Bids: The Procuring Entity reserves its right to accept or reject any or all Bids abandon / cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

3. Procuring Entity's Disclaimers:

- i. Regarding Purpose of the Tender Document:** The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.
- ii. Regarding Documents/ guidelines:** The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

iii. Regarding Information Provided: Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

iv. Regarding Tender Document:

- a. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- b. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder on such account.

SECTION – I

TENDER NOTICE

Inter-University Centre for Astronomy and Astrophysics (IUCAA), Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus, Pune 411 007, invites tenders in **two-bid** system, i.e., “Technical Bid” and “Financial Bid” from reputed bidders for “**Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune**”.

Tender available on CPPP	: From 04/03/2022 from 1100 hrs.
Tender fees	: Nil
Earnest Money Deposit (EMD)	: Rs.8,00,000/-
Submission of questionnaire for Pre-Bid Meeting	: 11/03/2022 up to 1700 hrs
Pre-Bid Meeting	: 15/03/2022 at 1100 hrs.
Closing date & time for receipt of tender	: 25/03/2022 at 1500 hrs.
Tender opening date & time	: 28/03/2022 at 1000 hrs.
Place of tender opening	: IUCAA’s office

- 1) Bidders shall ensure that their tenders, complete in all respects, are uploaded at <https://eprocure.gov.in/eprocure/app> on or before the closing date and time indicated as above,
- 2) Tender fees & EMD should be paid through **NEFT/RTGS** only. Photo copy of transaction ID or UTR numbers should be uploaded along with technical bid. Tender fees and EMD will be waived in case of firms registered under National Small Industries Corporation (NSIC) / Micro Small & Medium Enterprises (MSME).
- 3) Tender fees shall not be applicable for tender documents downloaded by the bidder. (In order to promote wider participation and ease of bidding, no cost of tender document will be charged for tender documents downloaded by the bidder.)
- 4) In the event of any of the above-mentioned dates being declared as a holiday / closed day for IUCAA, the tenders will be received/opened on the next working day at the appointed time.
- 5) The Administrative Officer (Purchase), IUCAA, Pune - 411007 on behalf of IUCAA reserves the right to postpone the date of opening of tender without assigning any reason.
- 6) Technical Bid consists of all documents mentioned in the Technical Bid form along with Tender Fees & EMD. Financial Bid consists of the prices and all Commercial Terms and Conditions. Tender in which any of the prescribed condition(s) is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected. However, the tenders with unconditional rebate will be acceptable.
- 7) Blank BOQ (PDF format) is attached herewith for your reference.
- 8) Bidder has to submit detailed BOQ (except rates) like no. of switches, licenses etc. along with the technical bid.
- 9) IUCAA reserves the right to reject any or all of the tenders without assigning any reasons.

Administrative Officer (Purchase)
Inter-University Centre for Astronomy and Astrophysics,
Post Bag 4, Ganeshkhind, Pune 411 007
Tel. (020) 25604100 / 25691414, Fax (020) 25604699

SECTION – II

Technical Bid Form (to be printed on company's letter head)

01	Bidder's Name (Company Name) and Address	
02	Company registration / Shop Act License No. and Validity Period/Date (If applicable)	
03	Nature of Business & Establishment Year	
04	Telephone Nos. <i>Mobile No., Fax Nos. , E-mail</i>	
05	Contact Person <i>Name, Designation, Mobile no., E-mail</i>	
06	EMD paid	
07	OEM Authorisation Letter (incase bidder is SI) one OEM can authorize only one SI for the execution of this project)	
08	Confirmation letter from the SI:- refer item no. 3 in Eligibility criteria	
09	Confirmation letter from the OEM:- refer item no.4 in Eligibility criteria	
10	Details of the OEM Engineer:- refer item no. 5 in Eligibility criteria	
11	The OEM order details: - refer item no. 6 in Eligibility criteria.	
12	SI order details: – refer item no. 7 in Eligibility criteria.	
13	OEM Pune Office and Service Centre address - refer item no. 8 in Eligibility criteria.	
14	SI Pune Office and Service Centre address - refer item no. 9 in Eligibility criteria.	
15	The OEM and SI should be in the HPC business for the last 10 years in India. Please submit documentary evidence for the same.	
16	The OEM should have a minimum of 10 entries in the worldwide Top 500 Supercomputer consistently in each list published in last three years.	
17	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	
18	Prepared and Submitted by (Name & Signature)	
<p>Notes –</p> <ol style="list-style-type: none"> 1. The Inter-University Centre for Astronomy & Astrophysics, Pune reserves the right to accept or reject any or all quotations without assigning any reasons. 2. The bidder should fill-in all the data in given data/format only. If data is not filled properly or filled partially tender shall be liable for rejection. 3. The bidder has to fill/complete the technical bid form in all respects. Every statement made in the technical bid format should be supported by documentary proof for consideration and all pages of the tender should be signed by authorised person in this behalf. Otherwise the tender is liable to be rejected. 4. The offers from OEM / Authorised System Integrator (SI) of HPC Cluster only will be considered. The offers received from unauthorised dealers/bidders will not be considered. 5. Please attach supporting documents (purchase order / work order) for Work-in-hand and completed work information. 6. Please note that the quoting the lowest is not the criteria for selecting the bidder. It shall be based on the qualifications, experience and performance of the bidder. 		

SECTION - III

GENERAL CONDITIONS OF THE CONTRACT

1. **Introduction:**
 - 1.1 The procuring entity has issued these tender enquiry documents for purchase of goods and/or services as mentioned in Annexure-I which also indicates, inter alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
 - 1.2 This section provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the procuring entity for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
 - 1.3 Before formulating the tender and submitting the same to the procuring entity, the bidder should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

2. **Language of Tender:** The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the procuring entity, shall be written in the English language, unless otherwise specified in the tender enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

3. **Eligible Bidders:** This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in the **Technical Bid Form Section II**.

4. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. **Tendering Expenses:** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Procuring Entity will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

6. **Content of Tender Enquiry Documents:** The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

7. **Amendments to Tender Enquiry Documents:**
 - 7.1 At any time prior to the deadline for submission of tenders, the The Procuring Entity may, for any reason deemed fit by it, modify the tender enquiry documents by issuing suitable amendment(s) to it.
 - 7.2 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the procuring entity may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. **Clarification of Tender Enquiry Documents & Pre-Bid Meeting:** A bidder requiring any clarification or elucidation on any issue of the tender enquiry documents may take up the same with the procuring entity in writing by e-mail. A **pre-bid technical meeting** will be held at IUCAA, Pune on **15/03/2022 at 1100 hrs.** to discuss and resolve the queries and doubts, if any from the prospective bidders. Clarifications / questionnaire sought should be sent by email to purchase@iucaa.in latest by **17:00 hrs. on 11/03/2022.** Clarifications / discussions / minutes of the pre-bid meeting will form a part of the tender document. Pre-bid meeting will be arranged via video-conferencing. Zoom invitation for the pre-bid meeting is as below:
Join Zoom Meeting:
<https://iucaa-in.zoom.us/j/93969263688?pwd=aWdEdm1xV3kzbTlzVDhwRm1PT3FNdz09>
Meeting ID: 939 6926 3688
Passcode: K*miH9t&
9. **Contacting the procuring Entity:**
- 9.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the procuring entity for any reason relating to this tender enquiry and / or its tender, it should do so only in writing to Administrative officer (Purchase).
- 9.2 In case a bidder attempts to influence the procuring entity in the procuring entity's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the procuring entity.
10. **Corrupt or Fraudulent Practices:** IUCAA requires that the bidders who wish to bid for this project have highest standards of ethics. IUCAA will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. IUCAA may declare a bidder ineligible, either indefinitely or for a stated duration, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.
11. **Interpretation of the clauses in the Tender Document/Contract Document:** In case of any ambiguity/dispute in arising out of or related to (including the interpretation of any of the clauses in this tender document/purchase order/contract, decision of the Director, IUCAA or his nominee shall be final and binding on all parties.
12. **Tender currencies:**
- 12.1 Unless otherwise specified, the bidder shall quote only in Indian Rupees or universal accepted currency.
- 12.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods or universally accepted currency mentioning, inter alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India. Service charges for Indian agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
13. **Tender Prices:**
- 13.1 The Bidder shall indicate on the Financial Bid provided, the prices of all the specified services/components shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in

the Financial bid should be filled up as required. If any column does not apply to a bidder, the bidder should clarify it accordingly.

13.2 The quoted prices for services offered from within India and that for services offered from abroad are to be indicated separately in the applicable Financial Bid.

13.3 While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

A) For goods & services offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like GST, custom duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
- any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.
- charges towards inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination as specified in the List of Requirements and the price of incidental services, as and if mentioned in List of Requirements.

B) For goods offered from abroad, the price of goods quoted should be on **DDP Pune** basis.

C) Firm Price: The prices should remain valid and firm till the date of delivery.

14. **Additional Duties and Taxes**: If the Bidder asks for Customs Duty, GST etc. to be paid extra, the same must be specifically stated along with the tax rate. In the absence of any such stipulation the price will be considered inclusive of such duties and taxes and no claim for the same will be entertained later.

Customs Duty:

- a) In respect of imported stores offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable. The bidder shall also indicate the corresponding **Indian Customs Tariff Number** applicable for the goods in question. IUCAA will provide customs duty exemption certificate if required under Government Notification No.51/96-Customs dated 23.07.1996 & No.24/2007-Customs dated 01.03.2007.
- b) The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the procuring entity and will no way restrict the procuring entity's right to award the contract on the selected bidder on any of the terms offered.
- c) IUCAA will provide customs duty exemption certificate against explicit demand from the bidder. If there is any difference in customs duty the same will be reimbursed to the bidder against submission of proof of payment made by them. The bidder has to provide HSN code numbers against demand of customs duty exemption certificate.

15. **Documents establishing Good's Conformity to Tender Enquiry document.**:

15.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender, fully conform to the goods and services specified by the procuring entity in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the procuring entity in the tender documents to establish technical responsiveness of the goods and services offered in its tender. In case, there is any variation and/or deviation between the goods & services prescribed by the procuring entity and that offered by the bidder, the bidder

shall list out the same in a chart form without ambiguity and provide the same along with its tender.

15.2 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the procuring entity in this regard.

16. Earnest Money Deposit (EMD): The earnest money is required to protect the procuring entity against the risk of the bidder's unwarranted conduct as amplified under GCC.

16.1 The amount of EMD will be Rs.8,00,000/- (Rs. Eight Lacs Only).

16.2 The EMD shall be denominated in Indian Rupees.

16.3 The EMD shall be furnished through **NEFT/RTGS** only, for which the procuring entity's bank details are as follows: -

Name of the Beneficiary - Inter-University Centre For Astronomy & Astrophysics

Bank Account Number - 98060100000188

Nature of Bank Account - Saving Bank Account, MICR NO. - 411012053

Name of the Bank - Bank of Baroda

Address of the branch - Bank of Baroda, IUCAA Extension counter,

Pune University Campus, Pune -411007. Bank Branch Code -EXTPOO,

IFSC Code- BARB0EXTPOO, Swift Code-BAR B IN BB PCB

16.4 Unsuccessful bidder's earnest money will be returned to them without any interest.

16.5 The Performance Security will be 3% of the PO/Contract value. EMD will be waived in case of firms registered under National Small Industries Corporation (NSIC) subject to submission of proof.

16.6 On receipt of the Performance Security is submitted, EMD will be refunded.

16.7 EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful bidder's earnest money will be forfeited if it fails to furnish the balance amount of security deposit within the specified period.

17. Tender Validity:

17.1 The tenders shall remain valid for acceptance for a period of 6 months after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

17.2 In exceptional cases, the bidders may be requested by the procuring entity to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by mail or by fax followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. However, a bidder who does not agree to extend their tender validity, their EMD will not be forfeited, but their tender will not be considered for further process.

17.3 In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the procuring entity, the tender validity shall automatically be extended up to the next working day.

18. Withdrawal of Tender: No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

19. **Preparation of Bids:**

- 19.1 For preparation of bid, the bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.
- 19.2 Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.
- 19.3 Pre-bid clarifications if any, may be obtained online through the tender site or through the contact details given in the tender document.
- 19.4 Bidders should prepare the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the file size of the scanned document.**
- 19.5 Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, GST & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.
- 19.6 The tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The tender must be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- 19.7 **The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid.** Technical Bid in cover-1 and Financial Bid in ".xls" format in cover-2

20. **Submission of Technical and Financial Bids:**

- 20.1 All pages of the bid (except for un-amended printed literature) shall be initialed by the person or persons signing the bid. The bidder's name stated on the proposal shall be the exact legal name of the firm.
- 20.2 Any other condition or guideline for submission of the bids shall be notified by IUCAA if it finds necessary.
- 20.3 IUCAA may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of IUCAA and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20.4 At any time prior to the deadline for submission of bids, IUCAA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, notify changes in the bidding documents through an amendment.
- 20.5 The amendments, if any, shall be notified on the CPPP portal and the amendments shall be binding on all the bidders. Hence, the bidders shall view the notification in complete before submitting their bids.
- 20.6 The bidder responding to announcement shall be deemed to have read and understood the documents in complete. Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by IUCAA, unless a specific written acceptance thereof is obtained.

SUBMISSION OF BIDS:

- i. Bidder should log into CPP Portal well in advance for bid submission so that they upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.

- ii. Bidder should submit the EMD as per the instructions specified in the NIT / tender document. The details of the Tender fees / EMD should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit the bid.
- iv. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- v. Bidders shall note that the very act of using Digital Signature Certificate (DSC) for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vi. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing file size of the scanned document. It may be noted that if the file size is restricted to 1 MB, then the uploading time will be very fast.
- vii. **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected, including forfeiture of EMD.
The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- viii. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- ix. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- x. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xi. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.
- xii. Technical & Financial bids have to be uploaded on or before **Bid Submission End Date & Time** mentioned in the tender documents

Assistance to Bidders:

- 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. The contact number for the helpdesk is **020-25604136/34** between 10:30 hrs. to 17:00 hrs. on working days only.

- 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in
- All interested eligible bidders are requested to submit their bids online on CPP Portal <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:
 - a. Technical Bid should be uploaded online in cover-1.
 - b. Financial Bid should be uploaded online in cover-2.

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

TECHNICAL BID: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>. List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -

- i. Scanned copy of duly filled Technical Bid form (Section II) along with supporting documents with proper seal and signature of authorized person on each page of the Technical Bid Form.
- ii. Scanned copy of Tender Acceptance Letter.
- iii. Scanned copy of Eligibility Declaration Form
- iv. Scanned copy of EMD paid receipt.
- v. Scanned copy Authorisation Letter from OEM
- vi. Scanned copy of Confirmation letter from OEM - Please refer item no. 4 Annexure-I
- vii. Warranty Letter (bidder has to mention warranty of the product on his letterhead)
- viii. All Documents mentioned in the Annexure - II

Please note that no rates to be mentioned in any of the documents submitted with the Technical Bid.

FINANCIAL BID:

- i. The currency of all quoted rates shall be Indian Rupees or any foreign currency accepted by RBI.
- ii. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

21. Withdrawal of Tender: No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

22. Opening of Tenders:

- 22.1 The procuring entity will open the tenders at the specified date and time and at the specified place as indicated. In case the specified date of tender opening falls on declared holiday or closed day for the procuring entity, the tenders will be opened at the appointed time and place on the next working day.

22.2 In the case of two-bid system mentioned above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent authority / committee with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically qualified/ acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation by giving an advance intimation to the technically successful bidders. IUCAA reserves the right to select the bidder on the basis of best possible specifications / features quoted and experience of the firm. The decision of IUCAA shall be final and representation of any kind shall not be entertained on the above. IUCAA shall have no obligation to convey reason for rejection of any bid.

23. Preliminary Scrutiny of Tenders:

23.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

23.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;

- Tender is unsigned or incomplete tenders are liable for rejection.
- Tender validity is shorter than the required period.
- Required EMD and/or Tender fees has not been provided/paid.
- Bidder has not agreed to give the required performance security.
- Goods offered are sub-standard, not meeting the required specification etc.
- Bidder has not agreed to essential condition(s) specially incorporated in the tender enquiry. Conditional tenders are not acceptable.

24. Minor Informality/ Irregularity/ Non-Conformity: If during the preliminary examination, the procuring entity finds any minor informality or irregularity or non-conformity in a tender, the procuring entity may waive the same, provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. If wherever necessary, the procuring entity will convey its observation on such 'minor' issues to the bidder by registered/speed post/email etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive replies without clarifying the point at issue in clear terms, that tender will be liable to be ignored. If the procuring entity observe that bidder has inadvertently missed out to submit some documents asked in the technical bid form, then the procuring entity may ask bidder to submit the same. The procuring entity will convey its observation on such 'minor' issues to the bidder by registered/speed post/email etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive replies without clarifying the point at issue in clear terms, that tender will be liable to be rejected/ignored.

25. Code of Integrity in Public Procurement; Misdemeanors and Penalties:-

25.1 **Code of Integrity:** Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1. **“Corrupt practice”** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2. **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided.

Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;

3. **“Anti-competitive practice”** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4. **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5. **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
6. **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

25.2 **Obligations for Proactive Disclosures:**

- a) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- b) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

25.3 **Misdemeanors and Penalties:** The following shall be considered misdemeanors - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- i. violates the code of Integrity mentioned herein or the Integrity Pact, if included in the Tender/ Contract;
- ii. has been convicted of an offence:
 - a. under the Prevention of Corruption Act, 1988; or
 - b. the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- iii. It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
- iv. Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or

employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

25.4 **Penalties for Misdemeanors:** Without prejudice to and in addition to the rights of the procuring entity to other remedies as per the Tender-documents or the contract, if the procuring entity concludes that a (prospective) bidder/ contractor directly or through an agent has violated this code of integrity or committed a misdemeanor in competing for the tender or in executing a contract, the procuring entity shall be entitled to take appropriate measures, including the following:

(a) **if his bids are under consideration in any procurement:**

- Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- calling off of any pre-contract negotiations, and;
- rejection and exclusion of Bidder from the Tender Process

(b) **if a contract has already been awarded:**

- Termination of Contract for Default and availing all remedies prescribed thereunder;
- Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

(c) **Remedies in addition to the above:** In addition to the above penalties, the procuring entity shall be entitled, and it shall be lawful on his part to:

- File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding three years. Suppliers removed from the list of registered bidders or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

26. **Opening of Financial bids:**

26.1 The Financial bids of all eligible, technically qualified and shortlisted bidders will be opened. The date and time of opening of financial bids shall be informed only to the shortlisted bidders.

26.2 IUCAA reserves the right to accept the offer in full or in parts or reject summarily or partly and cancel the bid without giving any reason.

27. **Conversion of tender currencies to Indian Rupees:** In case the tender enquiry document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India / Reserve Bank of India for similar transactions, as on the date of tender opening.

- 28. Eligibility of bidders from specified countries:** Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.
- a) Any bidder from a country that shares a land border with India (<https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed on the website of the Ministry of External Affairs (<http://meadashboard.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered (<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard from appropriate Government of India authority.
 - b) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1:Bid Form.
 - c) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the bidders from such countries, such bidder shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' bidders, such bidders shall not require registration.
 - d) "Bidder from such Restricted Countries" means: -
 - An entity incorporated, established, or registered in such a country; or
 - A subsidiary of an entity incorporated, established, or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium/ joint venture where any member falls under any of the above
 - e) The beneficial owner shall mean:
 - i. In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation-

 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.
 - "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
 - ii. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the

trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

29. Bidder's capability to perform the contract

- 29.1 The procuring entity, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 29.2 The above-mentioned determination will, inter alia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the procuring entity as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the procuring entity.

30. Notification of Award: Before expiry of the tender validity period the procuring entity will notify the successful bidder by email, that its tender for goods and/or services, has been accepted. The notification of award shall constitute the conclusion of the contract. and will be informed to the successful bidder in due course by e-mail.

31. Issue of Contract: After notification of award, the procuring entity will mail the purchase/work order duly completed and signed, to the successful bidder by email/registered/speed post etc. in about 15 days from the date of the contract, the successful bidder will return a copy of the order, duly signed and dated, to the procuring entity by registered / speed post / courier.

32. Performance Security (PS) : Within 14 days from the date of award of Contract/ Purchase Order, the bidder shall submit a Performance Security for 3% amount of the contract / purchase order value in the form of a Bank Guarantee from a Nationalized Bank (as per Form I) or online payment. In case the PS is paid using the online payment method then a proof of transaction ID or UTR no. must be provided to IUCAA. In case of import purchase, for the purpose of computing the amount of PS in Indian Rupees (INR), the exchange rate of Purchase Order date shall be considered. In the event of any amendment issued to the contract, the supplier shall, within 14 days of issue of the amendment, furnish the performance security of the corresponding amendment value, rendering the same valid in all respects in terms of the contract, as amended. If supplier fails to submit Performance Security/Performance Bank Guarantee within 14 days, from the date of award of contract/ Purchase Order/Amendment, there shall be a penalty of Rs.1000/- per day up to a maximum of 5% of the PO/Contract value.

32.1 Subject to above, the procuring entity will release the performance security without any interest to the supplier on completion of all contractual obligations of the supplier's including the warranty obligations.

32.2 Failure of the successful bidder in providing performance security and/ or returning contract copy duly signed in terms of GCC above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the procuring entity against it.

32.3 In the event of any loss due to supplier's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to the procuring entity to compensate the procuring entity for the same.

33. Use of contract documents and information:

33.1 The supplier shall not, without the procuring entity's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the procuring entity in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract

emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

- 33.2 Further, the supplier shall not, without the procuring entity's prior written consent, make use of any document or information mentioned in tender document above except for the sole purpose of performing this contract.
- 33.3 Except the contract issued to the supplier, each and every other document mentioned in tender document above shall remain the property of the procuring entity and, if advised by the procuring entity, all copies of all such documents shall be returned to the procuring entity on completion of the supplier's performance and obligations under this contract
- 34. Patent Rights:** The supplier shall, at all times, indemnify the procuring entity, 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 right protected by patent, intellectual property, 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 procuring entity, the procuring entity 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 procuring entity.
- 35. Vesting of Title and Assumption of Risk:**
- 35.1 On each item to be delivered by the Supplier, including an item of work in progress, in respect of which payments have been made in accordance with clause above, IUCAA shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally delivered to and accepted by IUCAA.
- 35.2 Risk for loss or damage to deliverable items provided by the supplier shall rest with the Supplier, until final acceptance by IUCAA.
- 35.3 Title to all deliverable items provided by the supplier shall pass from the supplier to IUCAA upon final acceptance or the final payment under clause, whichever occurs last.
- 35.4 IUCAA shall not accept any liability for the supplier and its subcontractors, their subsidiaries and/or their officers, employees or agents, servants, and assignees, or any of them or for their property. The supplier shall indemnify and keep harmless IUCAA, its officers, employees consultants, servants, agents and assignees, or any of them, against any loss or liability, costs or claims, action or proceedings which they or any of them may incur by reasons of damage to property or injury, including death, caused to the employees of the supplier, its subsidiaries and/or their officers, employees or agents, servants and assignees, or any of them in connection with the performance of work under this agreement, and caused by an act of commission or omission by the supplier, its subsidiaries and/or their officers, employees or agents, servants and assignees, or all or any of them.
- 36. Indemnity:** The supplier shall indemnify, protect and save IUCAA from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by bidder.
- 37. Country of Origin:**
- 37.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 37.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

38. Packing and Marking:

- 38.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also be taken into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 38.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly. The box wise item list should be mentioned in the packing list. A copy of the packing list is to be sent to the procuring entity in advance before shipment.
- 38.3 Packing instructions: Unless otherwise mentioned in the Technical Specification and Quality Control Requirements, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a) contract number and date
 - b) brief description of goods including quantity
 - c) packing list reference number
 - d) country of origin of goods
 - e) consignee's name and full address
 - f) supplier's name and address and
 - g) box wise packing list

39. Terms of Delivery: Goods shall be delivered on FOR (free on road) IUCAA, Pune / Delivered, Duty Paid basis.

40. Transportation of Goods: Imports

- 40.1 Unless otherwise specified in the Special Terms and conditions (STC), all imports will be on DDP (Delivery Duty Paid) basis.
- 40.2 In case of Ex-works contracts, the procuring entity shall make shipping arrangements. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least ten days in advance for finalizing the shipping arrangements, through Fax/Courier/ Email to the procuring entity. Within one week of receipt of the advance notice, as above, the said Purchaser will advise the supplier, through Fax/courier/Email when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the supplier within one week as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the procuring entity. Should the goods or any part thereof be not delivered on the nominated carrier (except in case where prior written consent of the procuring entity was obtained), the supplier will be liable for all payments and expenses that the procuring entity may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of carrier and any other charges, whatsoever incurred by the procuring entity.
- The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the procuring entity.**

40.3 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided, the supplier will arrange transportation of the ordered goods as per its own procedure.

41. Insurance: Unless otherwise mentioned in the STC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- a) wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- b) where delivery is on CIP, IUCAA Pune basis, marine/air insurance shall be the responsibility of the seller. In case of short shipment/damaged goods, it is the responsibility of the supplier to provide the same free of cost to the procuring entity.
- c) in case of supply of domestic goods, the supplier shall be responsible till the entire stores contracted for, arrives in good condition at destination. The Supplier shall cover the transit risk in this respect by getting the stores duly insured. The insurance cover shall be obtained by the supplier in its own name and not in the name of the procuring entity or its Consignee.
- d) The bidder should provide the Contractor’s All Risk Policy (CAR) for material & labour for the execution of the work.

42. Spare parts:

42.1 If specified in the Bill of Material and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a. the spare parts as selected by the procuring entity to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b. in case the production of the spare parts is discontinued:
 - sufficient advance notice to the procuring entity before such discontinuation to provide adequate time to the procuring entity to purchase the required spare parts etc., and
 - immediately following such discontinuation, providing the procuring entity, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the procuring entity.

42.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the procuring entity promptly on receipt of order from the procuring entity.

43. Incidental services:

43.1 Subject to the stipulation, if any, in the GCC and the Technical Specification, the supplier shall be required to perform any or all of the following services

- a. Providing required jigs and tools for assembly, start-up and maintenance of the goods
- b. Supplying required number of operation & maintenance manual for the goods
- c. Installation and commissioning of the goods
- d. Training of purchaser’s operators for operating and maintaining the goods
- e. Providing after sales service during the tenure of the contract
- f. Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

- 43.2 Prices to be paid to the supplier by the procuring entity for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the procuring entity and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services

44. Payment:

- 44.1 No advance will be paid. Full & final payment will be made through NEFT/RTGS. If party insists for advance payment, 30% of the Purchase order value will be released against submission of Bank Guarantee drawn on any Nationalised Bank in India.
- 44.2 **Payment in Indian rupees:** 100% of the material cost as well as full amount of Installation & Commissioning if any shall be made within 15 days only after successful completion of the project (**Supply, Installation, Testing and Commissioning of the Cluster** as per tender conditions regarding testing and performance) and against acceptance certificate issued by competent authority from IUCAA.
- 44.3 **Payments in foreign currency:** 80% of the material cost will be made by Irrevocable Letter of Credit (LC) in favour of the supplier through Bank of Baroda, Camp Branch, Pune – 411 001, India, against the presentation of original shipping documents. If bidders insist on confirmation of LC, the LC confirmation charges within and outside India shall be to the beneficiary's account. Balance 20% of the material cost as well as full amount of installation & commissioning if any shall be made on successful completion of the project in all respect & acceptance certificate issued by competent authority from IUCAA. Letter of credit arrangement will be made for 100% order value.
- 44.4 Performance Security (3% of the PO/Contract value) will be released after completion of warranty period 6 years + 60 days or Manufacturer's warranty period + 60 days whichever is later from the date of installation & commissioning. This refund, however, shall be subject to satisfactory repairs and rectification by the supplier, at his own cost, for any faults or defects brought to the notice by "IUCAA" during the warranty period.

45. Distribution of Dispatch Documents for Clearance/Receipt of Goods: The supplier shall send all the relevant dispatch documents well in time to the procuring entity to enable the procuring entity clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the GCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- (i) For Domestic goods, including goods already imported by the supplier under its own arrangement: Within 24 hours of dispatch, the supplier shall notify the procuring entity, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- a) Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
 - b) Packing list (box wise)
 - c) Certificate of country of origin
 - d) Insurance certificate
 - e) Consignment note
 - f) Manufacturer's guarantee certificate & in-house inspection certificate;
 - g) Inspection certificate issued by purchaser's inspector
 - h) Expected date of arrival of goods at destination and
 - i) Any other document(s), as and if specifically mentioned in the contract.

- (ii) For imported Goods offered from Abroad: Within 24 hours of dispatch, the supplier shall notify the procuring entity, consignee, others concerned if mentioned in the contract, the complete details of dispatch and also supply to them following documents by air mail/courier (or as instructed in the contract):
- a) Supplier's Invoice giving full details of the goods including quantity, value, etc.;
 - b) Packing list (box wise)
 - c) Certificate of country of origin;
 - d) Manufacturer's guarantee and Inspection certificate;
 - e) Inspection certificate issued by the procuring entity's Inspector;
 - f) Insurance Certificate;
 - g) Name of the Vessel/Carrier;
 - h) Bill of Lading/Airway Bill;
 - i) Port of Loading;
 - j) Date of Shipment;
 - k) Port of Entry & expected date of arrival of goods at Port of Entry/Destination and
 - l) Any other document(s) as and if specifically mentioned in the contract

46. Warranty / Support:

- 46.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the procuring entity in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the procuring entity's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal/regular use of the supplied goods under the conditions prevailing in India.
- 46.2 This warranty (comprehensive) shall remain valid for to 6 years + 60 days or manufacturer's warranty whichever is later.
- 46.3 Obligations of the bidder under the warranty clause shall survive even though:
- a. The Goods may have been inspected, accepted, installed/commissioned and paid for by IUCAA, Pune.
 - b. The contract is terminated for any reason whatsoever.
- 46.4 Warranty will start from the date when all the activities i.e.
- a. delivery to the final destination
 - b. installation & commissioning at the final destination and
 - c. inspection & acceptance by the procuring entity in terms of the contract are completed.
- 46.5 Unless otherwise indicated in the contract, the bidder also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for warranty period + 6 months after their delivery or for the warranty period from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.
- 46.6 In case of any claim arising out of this warranty, the procuring entity shall notify the same in writing to the supplier.
- 46.7 IUCAA shall promptly notify in writing to the bidder, if during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Director, IUCAA in that behalf being final and conclusive).
- 46.8 Upon receipt of such notice, the bidder shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The bidder shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on IUCAA, Pune for such

replaced parts/ Goods after that.

- 46.9 All proposed cluster components both hardware & software should carry 6 years + 60 days on-site warranty with 24 X 7 operational support with 4 hours of response time, 24 hours of resolution time for any hardware related issue/problem and 72 hours of resolution time for any other issues. The warranty should also cover all the consumable spares including batteries. If supplier fails to resolve the issue/problem within the stipulated time, there shall be a penalty of 0.5% of the PO value per week and part thereof delay up to a maximum 5% of the PO value.
- 46.10 If there is further such delay after reaching this limit, IUCAA, Pune shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds.
- 46.11 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall remain till the original the warranty period.
- 46.12 If the bidder, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall remain till the original amount to breach of Contract and the Procuring Entity shall avail any or all remedial action(s) available to it.

47. Modification of contract:

- 47.1 If necessary, the procuring entity may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the procuring entity,
 - b) incidental services to be provided by the supplier
 - c) any other area(s) of the contract, as felt necessary by the procuring entity depending on the merits of the case.
- 47.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the procuring entity, the supplier shall convey its views to the procuring entity within seven days from the date of the supplier's receipt of the procuring entity's amendment / modification of the contract.

48. Taxes and Duties:

- 48.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the procuring entity.
- 48.2 Further instruction, if any, shall be as provided in the tender document.

49. Delay in the supplier's performance: The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the procuring entity in the BOM and as incorporated in the contract. Subject to the provision of tender document, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- 49.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the procuring entity in the BOM and as incorporated in the contract.
- 49.2 **Liquidated damages / Penalty:** Subject to the provision of tender document, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery

of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- a) If the bidder fails to complete the work as per committed schedule, there shall be a penalty/liquidity damages of 0.5% of the contract / work order value for each week, or part thereof up to a maximum of 10% of the PO/Contract value.
- b) Forfeiture of its performance security & termination of the contract for default.
- c) In case the delay is not acceptable to IUCAA, IUCAA reserves the right to terminate the contract and enter into fresh contract with other bidders at the cost of defaulting supplier.
- d) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the procuring entity in writing about the same and its likely duration and make a request to the procuring entity for extension of the delivery schedule accordingly. On receiving the supplier's communication, the procuring entity shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- e) When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contains the following conditions:
 - (i) The procuring entity shall recover from the supplier, under the provisions of the tender conditions, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (ii) That no increase in price on account of any ground is acceptable but any increase or fresh imposition of Customs duty, GST etc. will be reimbursed only after submission of proof.
- f) The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the procuring entity for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the procuring entity.

50. Termination of Contract for Default

- 50.1 The procuring entity, without prejudice to any other contractual rights and remedies available to it (the procuring entity), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the procuring entity.
- 50.2 In the event of, the procuring entity terminates the contract in whole or in part, pursuant to above, the procuring entity may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the procuring entity for the extra expenditure, if any, incurred by the procuring entity for arranging such procurement.
- 50.3 Unless otherwise instructed by the procuring entity, the supplier shall continue to perform the contract to the extent not terminated.
- 50.4 **Termination for insolvency:** If the supplier becomes bankrupt or otherwise insolvent, the procuring entity reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the procuring entity.
- 50.5 **Termination for convenience:** The procuring entity reserves the right to terminate the contract, in whole or in part for it's (purchaser's) convenience, by serving written notice to

the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the procuring entity. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the procuring entity following the contract terms, conditions and prices.

For the remaining goods and services, the procuring entity may decide:

- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

51. Force Majeure: Notwithstanding the provisions contained in tender document clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of force majeure.

51.1 For purposes of this clause, force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the procuring entity either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

51.2 If a force majeure situation arises, the supplier shall promptly notify the procuring entity in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the procuring entity in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

51.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

51.4 In case due to a force majeure event the procuring entity is unable to fulfill its contractual commitment and responsibility, the procuring entity will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

52. Notices:

52.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

52.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

53. Settlement of Disputes

53.1 All disputes arising in connection with the interpretation or implementation of the Contract shall be amicably settled by purchaser (IUCAA) and the supplier, by direct discussion.

53.2 If IUCAA and the supplier are unable to resolve a dispute within 30 working days of the dispute being referred to them, the parties may agree to refer the dispute to mediation.

- 53.3 IUCAA and the supplier appoint a Mediation Committee comprising of two nominees by IUCAA and two nominees by the supplier. IUCAA and the supplier will seek the opinion of this Mediation Committee to amicably settle the disputes.
- 53.4 In the event of a dispute or difference which cannot be resolved by mediation, the same shall be referred to an Arbitration Tribunal consisting of three members. Either party shall give notice to the other regarding its decision to refer the matter to arbitration. Within 30 days of such notice, one Arbitrator shall be nominated by each party and the third Arbitrator shall be nominated by agreement between the parties to this agreement. The venue of the arbitration will be Pune. Subject to the aforesaid, the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings.
54. **Governing language:** The contract shall be written in English language following the provision as contained in tender document. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language.
55. **Governing Laws, Applicable Law & Jurisdiction:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force. Any disputes, legal action/matters, arising out of/ resulting from/related or incident to the tender/quotation/purchase order/invoices/ delivery/ payments shall be subject to exclusive jurisdiction of Pune courts only. The contract shall be interpreted in accordance with the laws of India. Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of Pune (in Maharashtra, India) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

FORM – I

Format for Performance Security (Bank Guarantee)

To
The Director,
Inter-University Centre for Astronomy and Astrophysics,
Post Bag 4, Ganeshkhind, Pune 411 007

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) (herein after 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 Nationalized 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 Rs. _____ (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 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 thereunder 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 up to and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORM – II

Tender Acceptance Letter

(To be submitted as part of the Technical Bid on the Bidder's Letterhead)

Date: _____

To,
The Director
Inter-University Centre for Astronomy and Astrophysics
Post Bag 4, Ganeshkhind
S.P. Pune University Campus
Pune 411007

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: **Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune**

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.
3. The corrigendum(s) issued from time to time by the Procuring Entity, i.e. IUCAA, 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 we have not been blacklisted/ debarred/ terminated/ banned by any Ministry / Department / Public sector undertaking of the Government of India.
6. I / We certify that all information/documents furnished by us are true & correct and, in the event, that the same are found to be incorrect/untrue then the Procuring Entity, i.e. IUCAA shall have complete rights to, without giving any notice or reason therefore, summarily reject our bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

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

FORM-III
Eligibility Declarations

(To be submitted as part of the Technical Bid on the Bidder's Letterhead)

Date: _____

To,
The Director
Inter-University Centre for Astronomy and Astrophysics
Post Bag 4, Ganeshkhind
S.P. Pune University Campus
Pune 411007

Tender Reference No: _____

Name of Tender / Work: **Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune**

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we comply with all the stipulations of the Procuring Entity's (IUCAA) Tender Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. **Legal Entity of Bidder:** _____
2. **OEM/ Manufacturer/ Agent/ Dealership Status:** _____
3. We are/ are not a JV _____
4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - i. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - ii. (including our Contractors/ subcontractors for any part of the contract):
 - Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Entity or its Ministry/ Department from participation in its Tender Processes; and/ or
 - Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in respective Tender Documents in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - iii. Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such currently employed or retired public official or near relations of such officials of Procuring Entity.
 - iv. We certify that we fulfil any other additional eligibility condition if prescribed in the Tender Document.
 - v. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
5. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- i. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- ii. we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6. MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- i. We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:.....
- ii. We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- iii. Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7. Start-up Status:

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8. Self-Declaration by Indian Agents/ Associates of Foreign Principals:

- i. Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted herewith.
- ii. Agency Agreement shall be submitted and it shall cover
 - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
 - any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- iii. Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

9. Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of Bidder and seal of company]

DA: As in Sr 9 to 14 above, as applicable

FORM-IV
EMD Refund Request Form

(To be submitted on Bidder's Letterhead)

To,

The Administrative Officer (Purchase)
Inter-University Centre for Astronomy & Astrophysics
Post Bag 4, Ganeshkhind,
S.P. Pune University Campus,
Pune - 411007.

Sub: - Request for refund of EMD deposited for tender for **Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune** Due On **28/03/2022**

Sir,

I/We request you that EMD deposited by me/us against the tender above tender due on **28/03/2022** vide UTR NO _____ dated for Rs.8,00,000/- for providing **Expansion of Existing 100 TF HPC Cluster at IUCAA, Pune**, Pune, may kindly be refunded.

Yours faithfully,

For M/s

(Signature & Seal)

