

**अंतर - विश्वविद्यालय त्वरक केंद्र**  
**INTER-UNIVERSITY ACCELERATOR CENTRE**  
**(विश्वविद्यालय अनुदान आयोग का स्वायत्त निकाय)**  
**(An Autonomous Centre of UGC)**  
**अरुणा आसफ अली मार्ग, नई दिल्ली - 110067**  
**Aruna Asaf Ali Marg, New Delhi - 110067**

**ई-निविदा आमंत्रण सूचना / NOTICE INVITING E-TENDER**

**निविदा संख्या : एनआईटी/01R/AK/26-27**

**दिनांक:20/05/2026**

**Tender Number: IUAC/NIT/01R/AK/26-27**

**Dated: 20/05/2026**

अंतर-विश्वविद्यालय त्वरक केंद्र (आईयूएसी) निदेशक आईयूएसी, नई दिल्ली की ओर से ई-प्रोक्योरमेंट पोर्टल के माध्यम से दो बोली प्रणाली, यानी तकनीकी और वित्तीय बोलियों के तहत आईयूएसी, नई दिल्ली-110067 में “इंटर-यूनिवर्सिटी एक्सेलेरेटर सेंटर में डेटा सेंटर के संचालन एवं रखरखाव सहित उपकरणों का समग्र वार्षिक अनुरक्षण अनुबंध” के लिए पात्र / अनुभवी पार्टियों से ऑनलाइन बोलियां आमंत्रित करते हैं।

Inter - University Accelerator Centre (IUAC) invites online bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., Technical and Financial bids, from eligible / experienced parties for the “**Comprehensive AMC of Equipment with Operations and Maintenance of Data Center at IUAC**”, New Delhi-110067.

निविदा दस्तावेज, सेंट्रल पब्लिक प्रोक्योरमेंट (सीपीपी) पोर्टल <https://eprocure.gov.in/eprocure/app> से मुफ्त में डाउनलोड किए जा सकते हैं। इच्छुक बोलीदाता, जिन्होंने ई-प्रोक्योरमेंट पोर्टल में नामांकन/पंजीकरण नहीं किया है, उन्हें भाग लेने से पहले <https://eprocure.gov.in/eprocure/app> वेबसाइट के माध्यम से नामांकन/पंजीकरण करना होगा। बोलियां केवल <https://eprocure.gov.in/eprocure/app> वेबसाइट पर ऑनलाइन जमा करनी होगी। निविदाकारों/ठेकेदारों/बोलीदाताओं को सलाह दी जाती है कि वे ई-प्रोक्योरमेंट पोर्टल में दिए गए निर्देशों का पालन करें। बोली दस्तावेजों को 100 डी.पी.आई. में ब्लैक एंड व्हाइट स्कैन करें, जो स्कैन किए गए दस्तावेजों के आकार को कम करने में मदद करता है।

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. Bids should be submitted online only at website: <https://eprocure.gov.in/eprocure/app>. Tenderers / Contractors / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

केवल ई-प्रोक्योरमेंट पोर्टल के माध्यम से प्राप्त बोलियों को ही खोला जाएगा। जो बोलियाँ उत्पादों/वस्तुओं के कार्य/आपूर्ति के वांछित प्रयोजनों को संपूर्ण रूप से पूर्ण करने में अक्षम होगी, उन बोलियों को अस्वीकार कर दिया जाएगा और केवल पूर्ण बोलियों पर विचार किया जाएगा। अंतर-विश्वविद्यालय त्वरक केंद्र के पास बिना कोई कारण बताए किसी भी/सभी निविदाओं को आंशिक/पूर्ण रूप से स्वीकार/अस्वीकार करने का अधिकार सुरक्षित है और इस संबंध में आईयूएसी का निर्णय सभी बोलीदाताओं के लिए बाध्यकारी होगा।

Only bids received through e-procurement portal will be considered for opening. Bids not covering full scope of work/supply of the products/goods will be rejected and only complete bids will be considered. IUAC reserves the right to accept / reject any / all tenders in part / full without assigning any reasons whatsoever, and the decision of IUAC in this regard will be binding on all the bidders.

ई.एम.डी. का भुगतान करने के लिए बोलीदाता को "ऑनलाइन" भुगतान विकल्प का चयन करना होगा, जो <https://services.sabpaisa.in/pages/iuac.html> लिंक पर जाकर लागू होगा। बयाना राशि ऑनलाइन भुगतान के रूप में होगी और इसे बोली खोलने से पहले जमा किया जाना चाहिए। एम.एस.एम.ई./एन.एस.आई.सी. में पंजीकृत बोलीदाताओं को ई.एम.डी. के भुगतान से छूट दी गई है। एम.एस.एम.ई./एन.एस.आई.सी.(निविदा की गई वस्तु/कार्य के लिए पंजीकृत इकाई) से पंजीकृत निविदाकारों को तकनीकी बोली के साथ वैध पंजीकरण प्रमाणपत्र की प्रति <https://eprocure.gov.in/eprocure/app> वेबसाइट पर अपलोड करनी होगी।

Bidder has to select the payment option as "online" to pay the EMD as applicable by going to the link <https://services.sabpaisa.in/pages/iuac.html>. The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bidders registered with MSME/ NSIC are exempted from payments of EMD. However, they have to submit Bid Security Declaration Form. Tenderers registered with MSME/NSIC (the unit being registered for the item/work tendered) are required to upload copy of valid registration certificate in the website <https://eprocure.gov.in/eprocure/app> along with technical bid.

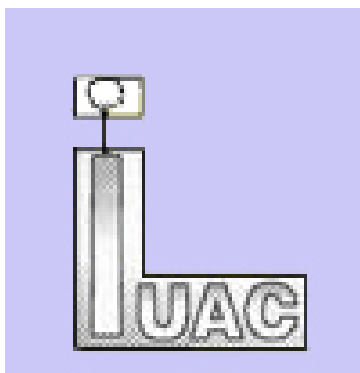
बोलीदाताओं को इस बात को विशेष ध्यान में रखने की सलाह दी जाती है कि वे अनिवार्य रूप से उपलब्ध कराए गए प्रारूप में ही अपनी वित्तीय बोलियां जमा करें और कोई अन्य प्रारूप स्वीकार्य नहीं होगा। यदि मूल्य बोली निविदा दस्तावेज के साथ मानक .XLS BOQ प्रारूप के रूप में दी गई है, तो इसे ही डाउनलोड करना होगा और प्रारूप को संशोधित किए बिना ऑनलाइन भरना और जमा करना होगा। यदि बोलीदाता द्वारा BOQ फाइल को संशोधित पाया जाता है, तो बोली को अस्वीकार कर दिया जाएगा।

Bidders are advised to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted online without modifying the format. **If the BOQ file is found to be modified by the bidder, the bid will be rejected.**

उपरोक्त निविदा के संबंध में कोई भी शुद्धिपत्र/संशोधन केवल <https://eprocure.gov.in> और [www.iuac.res.in](http://www.iuac.res.in) वेबसाइट पर जारी किया जाएगा। बोलीदाता, अपनी बोली जमा करने से पहले निविदा दस्तावेज से संबंधित, प्रकाशित होने वाले किसी भी शुद्धिपत्र की जानकारी रखें। निदेशक, अंतर-विश्वविद्यालय त्वरक केंद्र के पास बिना कोई कारण बताए किसी भी/सभी निविदाओं को आंशिक/पूर्ण रूप से स्वीकार/अस्वीकार करने का अधिकार सुरक्षित है।

Any Corrigendum / Amendments in respect of above tender shall be issued on website <https://eprocure.gov.in> and [www.iuac.res.in](http://www.iuac.res.in) only. Bidders should take into account any corrigendum published on the tender document before submitting their bids. The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

**TENDER DOCUMENTS FOR**  
**Comprehensive AMC of Equipment's with Operations and Maintenance of Data Center at IUAC**



**TENDER ENQUIRY NO: IUAC/NIT/01R/AK/2026-27**  
**LAST DATE OF SUBMISSION: 16th June, 2026 3:00 PM**

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**INTER-UNIVERSITY ACCELERATOR CENTRE (IUAC)**

(Formerly Nuclear Science Centre) Autonomous Body of UGC  
**Aruna Asaf Ali Marg, Post Box No. 10502, NEW DELHI - 110 067 (India)**  
**Phone: 091-11-24126022/24-26/29**

**E - TENDER DOCUMENT**

कार्य/ आपूर्ति का नाम Name of Work / Supply	इंटर-यूनिवर्सिटी एक्सेलेरेटर सेंटर में डेटा सेंटर के संचालन एवं रखरखाव सहित उपकरणों का समग्र वार्षिक अनुरक्षण अनुबंध  Comprehensive AMC of Equipment with Operations and Maintenance of Data Center at IUAC.
अनुबंध संख्या / Tender Number	IUAC/ NIT/01R/AK/26-27
अनुमादित निविदा मूल्य / Tender Value / Estimate only	Rs 50,00,000/- (रुपये पचास लाख मात्र)  (Rupees Fifty Lacs only)
बयाना राशि/ Earnest Money Deposit	Rs. 1,00,000/- (रुपये एक लाख मात्र)  (Rupees one lac only)
निष्पादन सुरक्षा जमा राशि/ Performance Security	10% ऑर्डर मूल्य का / of Order value
निविदा दस्तावेज शुल्क/ Tender Document Fée	शून्य NIL
बोली जमा करने की समाप्ति तिथि और समय (भाग-ए एवं भाग-बी) Bid Submission End Date and Time (Part - A and Part - B)	16/06/2025 अपराह 03:00 बजे  16/06/2025 at 03:00 P.M.
तकनीकी बोली खुलने की तिथि - भाग - ए Technical Bid Opening Date- (Part - A)	17/06/2025 अपराह 03:30 बजे 17/06/2025 at 03:30 P.M.
मूल्य बोली खुलने की तिथि - भाग-बी Price Bid Opening Date (Part - B)	तकनीकी रूप से योग्य समझे गए बोलीदाताओं को बाद में सूचित किया जाएगा To be intimated later on to the technically qualified bidders
Contact Person	1. Administrative Officer (S&P) E-mail: <a href="mailto:iuacstores@gmail.com">iuacstores@gmail.com</a> 2. Mr. Abhishek Kumar E-mail: <a href="mailto:abhishek93@iuac.res.in">abhishek93@iuac.res.in</a>

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**SECTION - I**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

**1.0. Registration**

- 1.0 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:) by clicking on the link “**On-line Bidder Enrolment**” on the CPP Portal, which is free of charge.
- 1.1 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.2 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.3 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode/ eMudhra etc.), with their profile.
- 1.4 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse
- 1.5 Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

**2.0. Searching for Tender Documents**

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Help desk.

**3.0. Preparation of Bids**

Bids shall be submitted on-line only at CPP Portal: <http://eprocure.gov.in/eprocure/app>

- 3.1 Bidders are advised to follow the instructions provided in Section-I above for the e-submission of the bids on-line through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
- 3.2 Bid documents may be scanned with **100 dpi** with black and white option, which helps in reducing size of the scanned document.
- 3.3 Bidder who has downloaded the tender from the IUAC website and Central Public Procurement Portal (CPPP), shall not tamper/ modify the tender form including downloaded commercial bid template in any manner. In case if the same is found to be tempered/ modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for **suitable penal** action.
- 3.4 Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.
- 3.5 Bidder should take into account any corrigendum published on the tender document before submitting

their bids.

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

#### **3.10 Clarification of Bids and shortfall documents:**

During the evaluation of, Indenter on behalf of IUAC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct, IUAC reserves its right to, but without any obligation to do so, to seek any shortfall information/documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

#### **4.0. Submission of Bids**

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.2 Bidder has to select the payment option as “On-line” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it on-line, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 4.4 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.6 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 4.7 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.8 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 4.9 The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- 4.10 Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.
- 4.11 Submission of a tender by a Bidder implies that he has read all the stipulations contained in this tender document and has acquainted him of the nature, scope and specifications of the items to be followed.
- 4.12 The Bidder shall submit all documents after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.
- 4.13 Tenders shall be submitted ON-LINE; it shall be signed by one who has been authorized by the board of director /director / manufacture/ firm owner /their authorized agents through a resolution/ authority letter. Copy of the resolution/ authority letter in favour of the person signing must accompany the tender.
- 4.14 Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

## **5.0. Assistance to Bidders**

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of on-line bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk.

**SECTION II**  
**INVITATION FOR BIDS (IFB)**

Inter University Accelerator Centre (IUAC) invites Online Bids on single stage two-bid system for Comprehensive AMC of Equipment's with Operations and Maintenance of Data Center at IUAC

Please note that physical bids shall not be accepted.

Name of Work / Supply	Comprehensive AMC of Equipment with Operations and Maintenance of Data Center at IUAC
Tender Number	IUAC/ NIT/01R/AK/26-27
Tender Value/Estimate	50 Lacs
Performance security deposit	10% of order value
Earnest Money Deposit/ BS	1 Lacs
Tender Document Fee	NIL
Bid Submission End Date and Time (Part - A and Part - B)	16 <sup>th</sup> June 2026 3:00 PM
Technical Bid Opening Date (Part - A)	17 <sup>th</sup> June 2026 3:30 PM
Price Bid Opening Date (Part - B)n	To be intimated later on to the technically qualified bidders
Contact Person	<b>1. Administrative Officer (S&amp;P)</b> E-mail: iuacstores@gmail.com <b>2. Mr. Abhishek Kumar</b> E-mail: abhishek93@iuac.res.in Phone: 011-24126018, 24126022.

**1. Two Bid System**

The two-bid system will be followed for this e-tender. In this system, the bidder shall submit offer online two parts viz. Technical Bid and Commercial Bid. The offers submitted by telegram/ fax/ e-mail/ by hand or any other mode except e-tender shall not be accepted. No correspondence will be entertained in this matter.

**Part A: "Technical Bid"**

In this bid, the bidder shall upload the scan copies of the following essential documents to qualify the technical bid (Pre-qualification Criteria) for the said item along with Bidder profile (**Annexure-1**)

- 1.1 Registration Certificate of the Company/Firm. The bidder must be a competent firm in the business of manufacture/supply of AMC of equipment and Operation and Management of Data Center.
- 1.2 The bidder should be in the similar business for at least last 5 (five) years prior to the date of issue of this tender. Submission of documents in support of this is mandatory.
- 1.3 The bidder should be a manufacturer/authorized representative/authorized service provider of a data center equipment listed in this tender document, who must have designed, manufactured, tested and supplied the equipment similar to the type specified in the technical specifications. Authorized representative must submit the Manufacturer Authorization Form/ Service Authorization Form with the technical bid as per Annexure- II.
- 1.4 Technical Specification/scope of work at **Annexure-III**
- 1.5 Schedule of Requirement is at **Annexure-IV**
- 1.6 Copies of the audited statements/ turnover certificate of the past three financial years ending on 31<sup>st</sup> March of the previous financial year in which the tenders are invited. To support the claim, Certificate from a CA is required.

The average annual turnover of the bidder during the last three financial years should be at least **400%** of the Tender Value/Estimate on 31<sup>st</sup> March 2025. In case balance sheet and statement of Profit & Loss for the

immediately preceding financial year have not been prepared/audited, the account for one more preceding financial year can be submitted.

1.7 Copies of PAN no., GST no., ESI, EPF Registration etc.

1.8 Copy of work orders and successful completion certificate/Installation report for similar scientific equipment delivery successfully executed for Govt department/ Govt. Autonomous Body / PSU/educational institution in India during the last 5 years ending last day of month previous to the one in which applications are invited in the following manner:

- Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  
Or
- Two similar completed works costing not less than the amount equal to 50% of the estimated cost.  
Or
- One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Any work order or purchase order with concealed, undisclosed or misinterpreted values, specifications will not be considered.

1.10 Undertaking for Site Visit has to be submitted as per **Annexure-VII**

1.11 Bid Security Declaration/EMD as per **Annexure-VIII**.

1.12 Undertaking on a letterhead as per **Annexure -IX** that the bidder's firm has not been banned / blacklisted by any authority/Ministry/Department in the past.

1.13 Code of Integrity Pact Certificate as per **Annexure-X**.

1.14 Copy of the OEM authorization certificate from the manufacturer duly signed in ink as per **Annexure-II**

1.15 Solvency Certificate for **200%** of the Tender Value/Estimate be submitted. The Solvency Certificate should not be more than six months old prior to the date of submission of tender or should have validity as on last date of submission of tender. The solvency certificate should be submitted in any of the formats given in **Annexure -XI** for the purpose of guidance. Minor deviation in the wordings can be accepted in case it is valid as on date of submission of the tender or issued not more than 06 months before the last date of submission of tender.

1.16 Any other document asked for.

1.17 Proforma of Bank Guarantee. **Annexure-X**

**Note: Technical bids which are not conforming to the technical specifications will be disqualified**

#### **Part-B "Price Bid"**

1.17 In this bid, the bidder is required to quote his item rates in the BOQ formed in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles required for work, freight, Insurance, and all applicable Govt. Duties, excluding GST (payable separately, if applicable), levies & taxes, transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor.

Further, nothing extra in rates will be considered due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to be considered them as zero and accepted. No further compensation on that item can be considered later. The bidders should quote unconditional rates.

1.18 The bidder shall fill up the Bill of Quantity (BOQ) which is price bid. The BOQ should be filled up carefully as it will be used for evaluation of L1. The contract will be awarded to L1 bidder subject to fulfilment of other terms and conditions of tender. MSME bidder will be given price preference subject to fulfilment of conditions as prescribed by the Government of India from time to time.

1.19 Prices shall be entered in BOQ in the following manner:

(i)	The price of the goods quoted at IUAC, New Delhi including installation, commissioning and training charges including any incidental services, if any.
(ii)	Payment of GST will be as per rules.

1.20 The price quoted shall remain fixed during the contract period and shall not vary on any account.

## **2. Period of validity of bids**

Tender shall be valid for acceptance without any change in rates and NIT conditions for a period of

90 days from the date of opening of Price bid. No Bidder can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a Bidder on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days his EMD deposit shall stand forfeited and action will be taken as per Bid Security Declaration. The validity of accepted rates is extendable for a period of 180 days from the date of issue of Award Letter, with mutual consent of both the parties.

### **3. Submission of Bids**

The online bid shall be neat, plain and intelligible. The authorized person should sign each page of the bid. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

### **4. Deadline for Submission of Bids**

- a) Bids must be submitted on-line before the due date and time as specified in the critical date sheet.
- b) IUAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

### **5. Late Bids**

The on-line bid submission would not be possible after the deadline for submission of bids

### **6. Bid Opening and Evaluation of Bids**

Opening of Bids

- a) The E-bids shall be opened on-line. The technical bids will be evaluated to short- list the eligible bidders. The technical bids of only eligible bidders shall be considered for further processing (technical evaluation).
- b) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be considered as technically qualified.
- c) IUAC will open commercial bids of only the technically qualified/short-listed bids.
- d) In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard
- e) Since E-bid is an on-line process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.
- f) On opening of bids on-line, accepting the bid would not mean that the firm is technically or financially qualified.

### **7. Tender liable to rejection**

- a) Tenders which do not fulfil all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds: -
  - (i) Tenders containing remarks uncalled for
  - (ii) Conditional tenders
  - (iii) Tenders not submitted on prescribed Proforma
  - (iv) Telegraphic / Fax/ Postal tenders
  - (v) Tenders submitted late
  - (vi) Tenders with NIL consideration
  - (vii) Not submitted required documents as per tender

### **8. Amendment of Tender Documents**

8.1 At any time prior to the deadline for submission of bids, IUAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

8.2 All prospective bidders who have downloaded the bidding document will be notified of the amendment(s), if any, on IUAC website/ CPP portal, and such amendments/ modifications will be binding on them.

8.3 IUAC at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.

8.4 Bidders should keep viewing the above-mentioned websites for any corrigendum/change. There wouldn't be any newspaper advertisement towards the same. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

## **9. Procurement policy for MSE**

9.1 Reservation of Procurement for certain class of products from Micro and Small Enterprises (MSEs) shall be considered as per the rules of Government of India.

9.2 MSEs procurement policy is meant for procurement for only goods produced and services rendered by MSEs and not for any trading activities by them as MSE Unit will not get any purchase preference over another MSE Unit.

**SECTION-III**  
**GENERAL TERMS AND CONDITIONS**

**1.0 Authorization of Indian Agents & Indian Representative**

- 1.0 In case there is involvement of an Indian agent/representative in any form, an authority letter / copy of agreement from the principal manufacturer must be submitted with the technical bid.
- 1.1 Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/ supplier in India, then a copy of approval from RBI / Ministry for operating business in India as Subsidiary /Branch / Liaison office or Joint-Venture shall be submitted with offer. Copy of Agreement, PAN Card, GST to be submitted by the authorized representative in India.
- 1.2 The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

**2.0 Earnest Money Deposit (EMD)**

2.1 The Bidder shall submit Earnest Money Deposit (EMD) of amount as specified in NIT through online mode. The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. The receipt of Bid security before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security is not received within stipulated time.

2.2 For all bidder(s):

- a) The EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- b) E-Bids submitted without EMD will stand rejected. No interest is payable on BS/EMD.
- c) The EMD is required to protect the IUAC against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- d) The EMD shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees.

2.3 EMD is the mandatory requirement however the MSMEs/NSIC registered with Government Agencies are exempted from payment of Earnest Money Deposit (EMD) & tender fees subject to conditions give below: -

- a) MSMEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods/items to be supplied as per the tender.
- b) The registration certificate issued by agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- c) The MSMEs who have applied for registration or renewal of registration with any of the authorized agencies/ bodies, but have not obtained the valid certificate as on the close date of the tender, are not eligible for exemption.

**3.0 Evaluation of Proposals & Award Criteria**

- 3.1 The bidder must quote for all the items mentioned under Annexure IV schedule of Requirement. The lowest price criteria shall be applied on the total composite amount (inclusive of all) of all items taken together.
- 3.2 Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee (Tender Fee) and bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- 3.3 Bids complying with all the eligibility requirements mentioned in this tender document and fulfilling

the specifications and schedule of requirements shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.

- 3.4 IUAC, if provided for in the NIT, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. IUAC decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- 3.5 Commercial bids of only those bidders will be opened who are found to be technically responsive and the work shall be awarded to the commercially lowest bidder.
- 3.6 Bidder should quote their rates by uploading in prescribed Performa in BOQ\_XXXX.xls only. Commercial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document shall be rejected by IUAC.
- 3.7 The rates quoted in figures would be automatically converted in words in BOQ\_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- 3.8 In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.
- 3.9 If more than one bidder happens to quote the same lowest price, IUAC reserves the right to seek revised offer from the same bidders and placing order on revised L-1 offer. If same situation prevails then IUAC reserves the right to place order on any of them.
- 3.10 The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority of Government of India.

#### **4.0 Performance Security/ Warranty/ Defect Liability Period**

The successful tenderer will have to deposit Performance Security Deposit @ 10% of the total contract value in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee made in the name of agency and hypothecated to Director IUAC, New Delhi valid for a period of sixty days beyond the completion all contractual obligations of the supplier (12+2 months). In case of extension of the contract, fresh Performance Security Deposit (10%) to be submitted.

#### **5.0 Other Conditions**

- 5.1 If, for any unforeseen reasons, IUAC is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.
- 5.2 IUAC reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons thereof.
- 5.3 IUAC reserves the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders are found to have minor deviation.

#### **6.0 Site Conditions**

Contractor shall acquaint himself fully with the site conditions and the working environment of IUAC before quoting his rates. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. (The bidder should sign undertaking as per Annexure –1 enclosed in tender. Failure will result in forfeiture of performance

security / EMD).

## **7. Payment Terms**

- a) Bills will be submitted by the contractor on quarterly basis and payment will be made on submission of satisfactory service report and pre-receipted bill along with documents in support of payment of wages to workers through RTGS/ NEFT only and after certification of concerned IUAC Engineer. Proof of remittance of salary to employees/ PF/ ESI / GST/ any other document as prescribed by the institute to respective agencies are also required to be submitted with the bill. TDS & other statutory deductions on payment will be made as per rules.
- b) Wages : Wages shall have the same meaning as defined in payment of Wages Act. The contractor shall pay his workers not below the rates under Minimum Wages Act declared by Government of NCT time to time and to comply with various Labour Acts such as PF, ESI, Bonus etc.
- c) The payments to all workers should be made in full by 1<sup>st</sup> of every calendar month.

## **8. Escalation:**

No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.

## **9. Deviations:**

No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.

## **10. Delay in the supplier's performance**

- 10.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the Schedule of Requirements and as incorporated in the contract.
- 10.2 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:
  - (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its performance security and
  - (iii) Termination of the contract for default.
- 10.3 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 purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser 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.

## **11. Force Majeure**

The right of the contractor/supplier to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor/supplier, including not limited to acts of God, Pandemic, or of the public enemy, restraints of a sovereign state, firms, wars, fires, epidemics, quarantine restrictions, floods, unusually severe weather. If a Force Majeure situation arises, the supplier/contractor shall promptly notify along with the justification/reasons well in advance to the Director IUAC for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the IUAC, Director will be final and binding on the supplier/contractor.

## **12. Sharing of CVs within 5 days of the award of the contract**

After the award of the contract, The successful bidder has to ensure that minimum 6 CVs (Curriculum Vitae) of the prospective engineer/ technician (BMS operators) must be shared with IUAC. The competent authority/ committee will shortlist the CVs according to the merit of the candidate and thus recommend the bidder for the deployment of the personnel. IUAC may ask for conduct of written examination / technical interview or both before the deployment of the Engineers at IUAC

## **13. Labour Laws**

The contractor will abide by all the rules and regulations related to labour laws, accident, workmen

compensation act, workmen insurance, bonus etc. This will be the sole responsibility of the contractor. IUAC will not be a party at any stage in any of the disputes relating to the above. In case, IUAC has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills. Contractor will make own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution.

**14. Rules Governing the Contractor's employees working in the IUAC Premises**

Contractor will take due permission for entry of all his workmen in IUAC. No unauthorized person will be allowed to work inside IUAC campus. The contractor's employees working inside the IUAC campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the IUAC property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.

**15. Corrupt or Fraudulent Practices**

IUAC requires that the bidders who wish to bid for this project have highest standards of ethics. IUAC 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. IUAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract. Integrity pact should be signed by competent authority of the vendor. In pursuit of this policy, the following are defined:

Sr. No	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	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 purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that 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 the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser 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 purchaser with an intent to gain unfair advantage in the procurement process or for personal gain

(g)	Obstructive Practice	materially impede the purchaser'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 threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information.
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**16. Dispute Settlement**

16.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Equipment under the Contract.

16.2 The dispute settlement mechanism/arbitration proceedings shall be concluded as under: -

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules thereunder and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Inter University Accelerator Centre and if he is unable to or unwilling to act, some other person appointed by him shall act as Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding, any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) The purchaser shall pay the supplier any monies due to the Supplier.

**17. Jurisdiction**

Notwithstanding any other courts having jurisdiction to decide the questions forming subjects matter of a suit any and all actions and proceedings arising out of or relative to the contract (including any arbitration as per the Arbitration and Conciliation Act 1996) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract to be signed on behalf of and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

**18. Termination for Insolvency**

IUAC may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**19. Indemnity**

The Supplier shall indemnify, protect and save IUAC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by him.

## 20. Negotiation

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply and where there are possibilities of getting cartel formation. Negotiations shall be held with the lowest evaluated responsive bidder only.

## 21. Special Instructions to Bidder for Registration with the Department for Promotion of Industry and Internal Trade (DPIIT)

21.1 As per Ministry of Finance, Department of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Dept. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

21.2 **“Bidder”** for the purpose of this tender (including the term 'Bidder', 'consultant', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.

21.3 **“The Beneficial owner”** for the purpose of (3) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

### Explanation: -

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- c) In 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 person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d) 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;
- e) Where no natural person is identified under (i) above, the beneficial owner is the relevant natural person which holds the position of senior managing official;
- f) In case of a trust, the identification of beneficial owner(s) shall include identification of the author other trust, the trustee, the beneficiaries with fifteen percent or more interest 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.
- g) **“Agent”** for the purpose of this Order is a person employed to do any act for another, or to represent another dealings with third persons.

## 22. Sub-contracting in works contracts

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

### **23. Interpretation of the clauses in the Tender Document / Contract Document.**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, Director, IUAC decision shall be final and binding on both the parties.

### **24. Correspondence**

All the correspondence in respect of tender/contractual obligation shall be made to "The Administrative Officer (S&P), Inter University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi-110067 " e-mail : [iuacstores@gmail.com](mailto:iuacstores@gmail.com), Phone: +91-11-24126018, 24126022.

### **Documents Establishing Bidder's Eligibility and Qualifications**

The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualification (as specified in Part A "Technical Bid") to perform the contract if its bid is accepted.

The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that:

- a) The bidder meets the qualification criteria listed in bidding documents, if any,
- b) Bidder who doesn't manufacture the goods it offers to supply shall submit manufacturer Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer or furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the contract period of the goods involved in this bid.

Note:

- (1) IUAC will not reimburse any expense, whatsoever incurred by Bidder for the preparation and submission of tenders. IUAC does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
- (2) The notice inviting tender, will form part of the contract agreement to be executed by the successful Bidder with the IUAC.
- (3) IUAC also reserves the right to change the quantities of the units when issuing the letter of award for the work, depending on requirements.

**Sign and Seal of Bidder**

## SECTION-IV

### **Special Conditions of the Contract**

#### 1. Safety & Insurance.

- (a) The Service Provider shall follow safety procedures in all respects.
- (b) The Service Provider will adhere to safe working practices and take all necessary safety measures to protect their workmen. He will remain responsible for the safety of his engaged persons. The Service Provider should provide all necessary safety instructions and personal protective equipment to the persons engaged by him as applicable and required.
- (c) The Service Provider shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

#### 2. Security

- (a) The Service Provider shall be bound by all security procedures followed at IUAC and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Service Provider's persons shall be Service Provider's responsibility.
- (b) The Service Provider will be responsible for the good conduct of his workmen. If any workman is found engaging in undesirable activities, he will have to be withdrawn immediately, as requested by the institute, and replaced with a new person.
- (c) IUAC reserves the right to disallow any or all of the Service Provider's men from being deployed inside the institute campus without assigning any reason.
- (d) In the event of any damage to the property of the institute or life of its employees and/or their dependents, the Service Provider shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Service Provider at market value.

#### 3. Statutory Obligations

- (a) The Service Provider shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:

- I. Contract Labour (Regulation and Abolition) Act 1970
- II. Contract Labour (Regulation & Abolition) Central Rules 1971
- III. Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005 Minimum Wages Act 1948
- IV. Minimum Wages (Central) Rules 1950
- V. Employees' Compensation Act 1923
- VI. The E.P.F. and Miscellaneous Provisions Act 1952
- VII. Employees State Insurance Act 1948
- VIII. The Child Labour (Prohibition and Regulation) Act 1986

- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Service Provider shall be borne by the Service Provider himself.

- (i) The Service Provider shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
- (ii) If a bidding firm/ Service Provider is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.
- (iii) The service provider shall obtain permission from IUAC before removing any of its staff deployed at IUAC for the operations and maintenance of the data center.

#### 4. General

- (a) The persons employed by the Service Provider, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Service Provider for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Service Provider is found to have committed misconduct or misbehavior or underperformance, the institute at its sole discretion, may direct the Service Provider to remove such employee and the Service Provider shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the Service Provider will not become members of any trade union of the Institute. If the personnel employed by the Service Provider engage in union activities that affect the Service Provider's service obligation or the safety and security of the Institute, the contract may be terminated. In the event of a violation, they will be debarred from entering the IUAC premises, and the contract may also be terminated.
- (d) Further, the personnel deployed by the Service Provider shall not engage in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with IUAC or in trade union activities. In the event of a violation, they will be debarred from entering the Institute, and the contract may be terminated and the security deposit forfeited.
- (e) The personnel deployed by the Service Provider shall be available at the place of work defined for them. They must not visit undesignated places without valid IUAC authorization.

#### **CAMC awarded by IUAC**

The IUAC retains the right to separately award CAMC services for any component that this tender document procures. The service provider shall ensure coordination of work among the different OEMs, including those to whom IUAC has awarded the CAMC services, to effectively execute the scope of work outlined in this tender.

Seal and Signature of the bidder

**Annexure-I**  
**PROFILE OF THE BIDDER (on Bidder's letterhead)**

1.	Name of the Firm / Organization	:	
2.	Address	:	
3.	Telephone No. / Mobile No. & Name of the Contact Person	:	
4.	E-mail ID	:	
5.	Month and Year of establishment	:	
6.	Name of proprietor / partners/director	:	
7.	No. of years of experience in this field, with Reference, Certificates	:	
8.	Annual Turnover during the last three years (Enclose copies of Audited Financial Statement)	:	
9.	Whether the firm is an Income Tax Assessee? If so, please give the details of PAN No.	:	
10.	GST Registration No.	:	
11.	Name of the OEM and address (if applicable)	:	

**Signature of the Bidder & Seal**

**Annexure-II**

**MANUFACTURERS' AUTHORIZATION FORM \***

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

Date : *[insert date (as day, month and year) of Bid Submission]*

To : *[insert complete name and address of Purchaser]*

**WHEREAS**

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

We hereby extend our full guarantee and warranty in accordance with Clause 11 of the General Terms and Conditions of Contract, with respect to the Goods offered by the above firm.

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

*[insert complete name(s) of authorized representative(s) of the Manufacturer]* Title: *[insert title]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**\*(Not required in case the bidder itself is the manufacturer)**

**Annexure- III**

**Tender Specification for Comprehensive AMC of Equipment with Operations and Maintenance of Data Center at IUAC**

**Scope: Comprehensive AMC of Equipment with Operations and Maintenance of Data Center at IUAC**

**Technical Specification:**

The following sub-systems are installed in the data center and need to be covered under the AMC:

S.No	Equipment	Rating	Model	Make	Equipment Serial Number	Quantity
<b>UPS</b>						
1.	IT UPS	600 KW	600KW BF MBS IND	Eaton	DR524 WJJ02, DR524 WJJ03	2
2.	Non-IT UPS	150 Kva	150KW MBS IND FRAME	Eaton	DS192 WAA01, DS192 WAA02	2
<b>Electrical Subsystem</b>						
3.	Main LT Panel	NA	NA	V V Systems & Power Panels Pvt. Ltd	77-1-a-23/24	1
	Incomer-1	1600 4P ACB	NA	ABB	CD7641 00664	
	Incomer-2	1600 4P ACB	NA	ABB	CD7641 00665	
4.	Isolation Transformer-1	500 KVA	NA	Magnetic & Controls	MC-23-24-263	1
5.	Isolation Transformer-2	500 KVA	NA	Magnetic & Controls	MC-23-24-264	1
6.	Mechanical Distribution Panel-1	NA	NA	V V Systems & Power Panels Pvt. Ltd	77-6-a-23/24	1
7.	Mechanical Distribution Panel-1	NA	NA	V V Systems & Power	77-7-a-23/24	1

				Panels Pvt. Ltd		
8.	ATS panel	63A 4P	NA	V V Systems & Power Panels Pvt. Ltd	77-9-a-23/24 to 77-9-g-23/24	7
9.	UPS Output Panel	NA	NA	V V Systems & Power Panels Pvt. Ltd	77-2-a-23/24	1
10.	Non-IT UPS Output Panel	NA	NA	Sace Tmax	77-3-a-23/24	1
11.	BBT with 50-Tap off box on bus duct	400A	NA	C & S	NA	4
<b>Integrated Building Management System (IBMS)</b>						
12.	FAS	NA	4010ES	Simplex	NA	1
13.	Rodent Repellent	NA	VHFO-V2	Maser	NA	2
14.	Gas Release	NA	RE120GR	Ravel	NA	2
15.	Total Gas	NA	Novac 1230	Ansul	NA	3
16.	VESDA	NA	VLf-120	Xtralis	NA	2
17.	WLD	NA	WLD 2400	C Systems	NA	2
18.	IBMS	NA	Matasys 10 M2723	Jhonson Control	NA	
19.	CCTV and 1 NVR	NA	NA	Impact	NA	12+1
20.	Access Control	NA	Biometric with display	I Smart	NA	4
<b>HVAC</b>						
18.	ATS	415 V/ 3ph	CRV4, CRV025R	Vertiv	23304C RV025R F9, 926, 928, 929, 930,931, 932,933, 934,935, 936	10

19.	Inrow units LT panel-1	200A	NA	V V Systems & Power Panels Pvt. Ltd	77-4-a-23/24	1
20.	Inrow units LT panel-2	200A	NA	V V Systems & Power Panels Pvt. Ltd	77-5-a-23/24	1
24.	Dry Cooler		PV8W4R EC	Infinium/PAHARPO R		1
25.	In Row Cooling Unit	NA	CRV 025	Vertiv		10
26.	In row condenser unit	NA	HCR 76	Vertiv		10
27.	Split AC	2TR	NA	Bluestar	NA	3
28.	Cassette Unit	3TR	Split	Bluestar	NA	3
29.	Softener plant	78 litre	1248	Pentair	NA	1
30.	Water tank	8kL	NA	NA	NA	2
31.	Pump	5.5 hp	iECM 90 3600	Armstrong	NA	2
32.	Pump	4 hp	HPIA 90 3000	Armstrong	1946918-018, 1946918-020	2
33.	Pressurization pump	1 hp	CDL2-4	CNP	NA	2
34.	Bryair Unit					1

**(Sign and seal of Bidder)**

**Annexure- IV**  
**Service Level Agreement**

The successful bidder will be required to sign a SLA, at the time of issuing the works order for **Comprehensive AMC of Equipments with Operations and Maintenance of Data Center at IUAC.**

The basic service requirements /conditions that would be covered in the SLA are as given below.

**1. Scope of Work for Operation and Maintenance**

Scope of this SLA covers the satisfactory Operations of Data Center, Maintenance, warranty and support, as stipulated in the Tender, Works Order, for a period of one year from the date of award of the contract. One engineer/ technician with experience in the field of O & M for Electrical and cooling equipment's per shift ( Shift means 8 working hours ) shall be deployed at the site. For the round the clock operation, 24X7, 365 days, of the data center four engineers/ technicians needs to be deployed (3 BMS operator and 1 supervisor). The O&M engineer/technician must possess a minimum qualification of Diploma in engineering with minimum 5 year of technical experience. The engineer at supervisory level must possess a minimum qualification of Diploma in Engineering with minimum 8 year of technical + administration experience The O&M team shall also do maintenance of Cooling Distribution Unit (CDU), Underfloor piping, rack manifold, 45 U CPU ,45 U CPU+GPU Racks -OCP complied, DC power modules for this components bidder needs to do the operation activity as per the tender scope maintaining this agreement. During any kind of maintenance (Routing or Breakdown) bidders O & M team needs to communicate with the respective vendors service representative by phone / e mail keeping IUAC in loop immediately.

**2. Definitions**

"Uptime" shall mean the time period for which the specified services /components with specified technical and service standards are available to the state and user departments. Uptime, in percentage, of any component (Non-IT) can be calculated as:

$$2.1 \text{ Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$$

2.2 "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to the state and user departments and excludes the scheduled outages planned in advance, the link failures and reasons beyond Vendor Control.

2.3 "Incident" refers to any event / abnormalities in the functioning of the Data center Equipment / specified services that may lead to disruption in normal operations of the Data center services.

2.4 "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) The following shall be the responsibilities of the successful bidder.

**3. Uptime Requirements:**

The bidder shall ensure the uptime requirements for various systems, equipment's, components as per details given in the following Table.

Sr. No.	List of Utilities	Criticality	Redundancy	Uptime	Resolution time
1	HVAC and Cooling (Including In Row, Adiabatic Dry cooler, Pumps,PHE, PHE Pump etc.)	High	N+1	98.5%	4-6 hours for minor complaints and 24-48 hours for major complaints.
2	UPS	High	N+1	98.5%	4-6 hours for minor complaints and 24-48 hours for major complaints.
3	Electrical Infrastructure	High	N+1	98.5%	4-6 hours for minor complaints and 24-48 hours for major complaints.
4	Fire detection and alarm systems, VESDA system, Fire suppression system,	High			Within 24 Hours
5	BMS and real-time measurements, CCTV system, Rodent control, Water leak detection system, Access control system	Medium			Within 48 Hours

#### 4. Reporting Methodology

- 4.1 Submission of daily, weekly and monthly service performance reports in the agreed format specified as per the requirement of the infrastructure facilities.
- 4.2 Measurement and Monitoring with recording of readings and checking parameters of different facility equipment's.
- 4.3 Analyzing the readings and escalating suitably for abnormalities observed, if any. Supervise installation and maintenance work, whenever new equipment or systems are to be / being installed.

4.4 Adequate stock of onsite and offsite spare parts and spare component must be maintained by the successful bidder.

4.5 Successful bidder to ensure the commitment towards uptime requirement of the Data center.

4.6 To provide this service it is important for the selected bidder to have back to back arrangement with the OEMs. The selected bidder would be required to provide a copy of the service level agreement signed with the respective OEMs.

4.7 Component that is reported to be down on a given date should be either fully repaired within the stipulated time frame. If breakdown is major, bidder to arrange for standby component/equipment on temporary basis (of equivalent configuration) within the time frame. In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as per clause 9 of section III.

## **5. Daily Checks:-**

### **Access Control System**

- 24x 7 checking of Access System for alert and alarms.
- Monitoring of Status
- Abnormality of System / errors
- Access Card Activity
- Report of Access to Data Center
- Report of Forceful Access (Invalid Access)
- Generation of Logs / reports and submission to IUAC for review and necessary action.
- Testing & checking of all Doors, Magnetic locks and Sensors.

### **CCTV**

- Daily Checking of DVR System & Cameras
- Suspicious Action Report
- Abnormality of System
- Generation of Logs / reports and submission to IUAC for review and necessary action/s Maintenance of reports

### **Fire Alarm System, Novec 1230 Gas, VESDA, Water Leak Detection (WLD), Rodent Repelled:**

- Daily Checking of FAS Panel
- Immediate Action to Alarm Generated
- Monitoring of MCP
- Generation of Logs / reports and submission to IUAC for review and necessary action/s Maintenance of reports, Report Generation through IBMS.

### **In-Row unit**

- Monitoring of In Row's Temperature and Humidity every half an hour physically.
- Monitoring of Alarms & Immediate Action to it Comparison of Software readings with Actual Reading.

## **6. Fire Drill Test**

Maintenance Activities will be carried for the System/Devices in Coordination with IUAC Staff

## **7. Daily Reports**

- a. Hourly basis monitoring of UPS & In Row & concern System
- b. Reports of Energy meter reading of all meters.
- c. Readings of main LT panel.
- d. Immediate response to electrical complaints by any working staff.
- e. Following of effective power consumption chart provided by customer.
- f. Maintaining Critical Electrical parts.
- g. Generation of Logs / reports and submission to IUAC for review and necessary action's Maintenance of reports

## **8. Weekly Reports**

- a. All Electrical Systems Health Check Report
- b. Vendor call tracking until closure
- c. UPS & DG: On load Report.
- d. Fire Alarm System: Reports of False Alarm.
- e. Access System: Data Backup.
- f. CCTV: Backup of DVR Status.
- g. WLD: Test of Water Leak Detection Sensor Cable.
- h. All System Health Report.
- i. In Row, Adiabatic Dry Cooler and comfort AC

## **9. Monthly Reports**

- a. Follow up of schedule regarding preventive maintenance.
- b. Presentation of consumption of meter units by Pie diagram.
- c. Vendor Performance Reports.
- d. Report of pending calls/problems.
- e. MIS Report Presentation for Each Month

## **10. Call Logging Process with OEM/ Vendors**

The onsite team will get alerts on any issue in the data center. The O&M onsite team will identify the area of problem and define problem severity into minor or major call. Call severity will be decided on the basis of unit under suspect and impact on functions inside data center like - electrical power in DB, racks, cooling efficiency. Based upon this on site team will either manage to close the problem in case of minor alerts/alarms or In case of major alarms the team will raise an alarm over phone and email to OEM/Vendor with information to IUAC designated team and O&M in-charge. O&M team will follow the Escalation matrix. The site team / OEM will identify problem area and will work towards resolution of problem.

## **11. Scheduled Maintenance**

Bidder to submit the scheduled maintenance time along with frequency for the data center components.

## **12. Bidder has to submit and present the detailed plan of execution for Operation and maintenance activities including manpower deployment along with qualification details of manpower deployed at site.**

## Annexure- V

### BOQ

S.No.	Equipment	Quantity	Price Quoted
1.	Main LT Panel	1	
	Incomer-1		
	Incomer-2		
2.	Isolation Transformer-1	1	
3.	Isolation Transformer-2	1	
4.	Mechanical Distribution Panel-1	1	
5.	Mechanical Distribution Panel-1	1	
6.	ATS panel (63A 4P)	7	
7.	UPS Output Panel	1	
8.	Non-IT UPS Output Panel	1	
9.	BBT with 50-Tap off box on bus duct	4	
10.	FAS	1	
11.	Rodent Repellent	2	
12.	Gas Release	2	
13.	Total Gas	3	
14.	VESDA	2	
15.	WLD	2	
16.	IBMS		
17.	CCTV and 1 NVR	12+1	
18.	Access Control	4	
19.	ATS	10	
20.	Inrow units LT panel-1	1	
21.	Inrow units LT panel-2	1	
22.	Dry Cooler	1	
25.	Split AC	3	
26.	Cassette Unit	3	
27.	Softener plant	1	
28.	Water tank	2	
29.	Pump 4 hp	2	
30.	Pump 5.5 hp	2	
31.	Pressurization pump	2	
32.	Bryair Unit	1	
33.	Deployment of four engineers/ technician at the site	4	

<b>Total</b>	<b>Comprehensive AMC of Equipments with Operations and Maintenance of Data Center at IUAC</b>	01	
	Supply of <b>Comprehensive AMC of Equipments with Operations and Maintenance of Data Center at IUAC (renewal for 1<sup>st</sup> year)</b>	01	
	Supply of <b>Comprehensive AMC of Equipments with Operations and Maintenance of Data Center at IUAC (renewal for 2<sup>nd</sup> year)</b>	01	

Note: IUAC reserves the right to award the CAMC purchase order as a whole for all the data center equipment listed in the tender document or partly to the selected equipment.

**(Seal & Signature of Bidder)**

**Annexure- VI**  
**SCHEDULE OF REQUIREMENTS**

<b>Sr. No</b>	<b>Brief description of Goods and Services</b>	<b>Quantity</b>	<b>Remarks</b>
<b>1</b>	<b>Comprehensive AMC of Equipment with Operations and Maintenance of Data Center at IUAC</b>	01	

**(Seal & Signature of Bidder)**

## **Annexure- VII**

### **SITE VISIT UNDERTAKING**

(To be submitted wherever required)

**This certificate shall be furnished duly signed & stamped**

### **Certificate/ Undertaking**

This is to certify that we have visited the site where at IUAC Campus at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067 and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

**(Signature of the Bidder, with Official Seal)**

**Annexure- VIII**

**BID SECURITY DECLARATION FORM**

Tender/Bid No.:

Date: .....

To

The Director  
IUAC, New Delhi

Dear Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We,

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) 28 days after the expiration of the validity of my/our Bid.

Name:

Signed:

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal (where appropriate)

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

## **Annexure- IX**

### **(Undertaking on a Letter head for not having any dispute / blacklisted)**

I / We (bidder) hereby give an undertaking that:

1. I / We have not been blacklisted / on holiday list / debarred during last three years by any Government Department/Govt. Autonomous Body/Institution, etc.;
2. I/We do not have any dispute with any of the Govt. Departments/ Govt. Autonomous Bodies/Institutions, etc.;
3. I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/ Govt. Autonomous Bodies/ Institutions;
4. I/We have not submitted any fake/forged certificates/ documents and later, if any such 'Certificates/Documents' found to be fake / forged or contains wilful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies / bidders shall be debarred from tendering with the Institute.
5. I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC and the agencies / bidders shall be debarred from tendering with the Institute.

Name & Signature with Seal of the  
Authorized  
Person of the Agency

Place: .....

Date: .....

Annexure- X

**Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest**

No: .....

Date: .....

To,  
The Director IUAC  
New Delhi

Sir,

With reference to your Tender No.....dated.....I/We hereby declare that we shall abide by the Code of Integrity of Public Procurement as in your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of this affiliates which have engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation of Bids/Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature  
(Name of the authorized signatory)  
Company Seal

## **Annexure- XI**

**Solvency Certificate** from Bankers of the Company in the following form:  
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the bank

Note:-

- (1) Banker's certificate is issued without any guarantee or responsibility on the bank or any of the officers.
- (2) In the case of partnership firm, certificate should include names of all partners as recorded with the bank.

### Annexure- XIII

Proforma of Bank Guarantee for Performance of the contract in respect of items of work for which the Bidder have quoted low/unworkable rates

Date: .....

The Director,  
Inter University Accelerator Centre  
Aruna Asaf Ali Marg  
New Delhi-110067

Dear Sir/Madam

Name of work: \_\_\_\_\_

WHEREAS

The Inter University Accelerator Centre, New Delhi (hereinafter called "the Employer") has invited tenders for ----- (hereinafter referred to as "the work") on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the Bidder shall furnish a performance bank guarantee for sum of ₹...../- (Rupees -----) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which the Bidder have quoted low/unworkable rates (hereinafter referred to as "the low rates items of work".)

M/s. \_\_\_\_\_, (hereinafter called as "the Bidder"), who are our constituents, have tendered for the said work and for award of the work need to submit Performance Bank Guarantee for low rated items and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

NOW THIS GUARANTEE WITNESSTH

1. We \_\_\_\_\_ (name of the Scheduled Bank) do hereby agree with and undertake to the Inter University Accelerator Centre, their successors, Assigns that in the event of the Inter University Accelerator Centre coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, 50 we shall on demand by the Inter University Accelerator Centre, pay without demur to the Inter University Accelerator Centre, a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) or any lower amount that may be demanded by the Inter University Accelerator Centre. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for the due performance of the obligations of the Bidder under the said additional Conditions, provided, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and conform that the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Inter University Accelerator Centre on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Inter University Accelerator Centre shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Inter University Accelerator Centre within a period of one week, from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Inter University Accelerator Centre under this guarantee shall be independent of the agreement of agreements or other understandings between the Inter University Accelerator Centre and the Bidder.

4. This guarantee shall not be revoked by us without prior consent in writing of the Inter University Accelerator Centre.

5. We hereby further agree that:

(a) Any forbearance or commission on the part of the Inter University Accelerator Centre in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or grating of any time or showing of any indulgence by the Inter University Accelerator Centre to the Bidder or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(b) Our liability under this present shall not exceed the sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there-under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to six months from \_\_\_\_\_ (date of scheduled completion) provided that if so desired by the Inter University Accelerator Centre, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein.

(e) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the \_\_\_\_\_ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Inter University Accelerator Centre alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date under clause (d) above or any extended period, all the rights of the Inter University Accelerator Centre against us under this guarantee shall be forfeited and we shall be released and discharged from all-over obligations and liabilities hereunder.

Yours' faithfully,  
For and on behalf of

\_\_\_\_\_  
(Seal of the Scheduled Bank)  
Signature of the Authorised Official  
(Name, designation, date etc.)

**Note - This guarantee will require stamp duty as applicable in the State of \_\_\_\_\_, where it is executed and shall be signed by the official whose signature and authority shall be.**  
Tender Ref. No.....