INTER - UNIVERSITY ACCELERATOR CENTRE

(An Autonomous Centre of UGC)

Aruna Asaf Ali Marg, New Delhi - 110067

NOTICE INVITING E-TENDER

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 work/supply of items "7U (Suitable for 6U VME cards+1U Fan Tray), with 12 or more slots chassis, VME64X back plane system" as per Annexure A ".

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.

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.

As per notification no. F/9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure, Govt. of India, bidders have to submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents". 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.

Note: The above bid security declaration is valid only upto 31/12/2021 and further continuation or otherwise will be as per guidelines issued by the Ministry of Finance.

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.

Any Corrigendum / Amendments in respect of above tender shall be issued on website **https://eprocure.gov.in** and <u>www.iuac.res.in</u> 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.

E-TENDER DOCUMENT

Name of Work / Supply	"7U (Suitable for 6U VME cards+1U Fan Tray) with 12 or more slots chassis, VME64X back plane system" as per Annexure A "
Tender Number	IUAC/NIT/ 28 /VPP /2021-22
Tender Value / Estimate only	Rs.18,75,000/- (Eighteen lakh Seventy Five Thousand approximately)
Earnest Money Deposit	NIL
Tender Document Fee	NIL
Bid Submission End Date and Time	10/01/2022 at 03:00 P.M.
(Part - A and Part - B)	
Technical Bid Opening Date	11/01/2022 at 03:30 P.M.
(Part - A)	
Price Bid Opening Date	To be intimated later on to the technically qualified bidders
(Part - B)	bluders
Contact Person	Administrative Officer (S&P)/Mr. Vijay Patel
	E-mail: <u>iuacstores@gmail.com</u> & <u>joinbharat52@gmail.com</u>
	Phone: 011-24126018, 24126022.

TENDER FORM

To

The Director

IUAC,

Aruna Asaf Ali Marg,

New Delhi 110067

Dear Sir,

I/We have read and examined the following Tender Documents relating to the " 7U (Suitable for 6U VME cards+1U Fan Tray), with 12 or more slots chassis, VME64X back plane system as per Annexure A ".

- 1. Registration process on CPP portal for online bidding, searching for tender documents, preparation of bids, submission of bids & assistance to bidders
- 2. Instructions for Online Bid Submission
- 3. Special Instructions to Bidders for Registration with Competent Authority
- 4. General Terms & Conditions of Contract
- 5. Scope of work as per Annexure A
- 6. Annexures B to Annexures G
- 7. Price Bid

I/We hereby offer to execute the work complete in all respects specified in the underwritten Memorandum within the time specified therein, at the rates specified in the Price Bid and in accordance with the specifications and instruction in writing referred to in the condition of tender.

Tenderers Signature and Seal

REGISTRATION PROCESS ON CPP PORTAL FOR ONLINE BIDDING

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.
 - Bidder who registered already may skip the registration process and login to site through their user ID/Password
- **2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- **3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- **4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.
- 5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- **6** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective '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.
- **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 Helpdesk.

PREPARATION OF BIDS

1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to

rejection of the bid.

- **2** 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 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, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: Bidder should take into account any corrigendum published on the tender document before submitting their bids.

SUBMISSION OF BIDS

- **1.** The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.
- **2.** The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- **3.** All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.
- **4.** 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.
- **5.** 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.
- **6.** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7. 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 online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- **8.** 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.
- **9.** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- **10.** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- **11.** Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- **12.** 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.

13. Code of Integrity for Public Procurement

IUAC requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. 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-	any collusion, bid rigging or anti-competitive arrangement, or any other	

	competitive practice	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.

ASSISTANCE TO BIDDERS

- 1. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.
 - **2.** 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.
 - **3.** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

Instructions for Online Bid Submission

- 1. The tender documents are available on our website www.iuac.res.in & www.eprocure.gov.in.
- **2.** Tender documents may be downloaded from IUAC's website <u>www.iuac.res.in</u> and CPPP site <u>https://eprocure.gov.in/eprocure/app</u> as per the schedule as given in the tender document.
- **3.** Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- **4.** 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.
- **5.** 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.
- **6.** 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.

- 7. Submission of a tender by a tenderer 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.
- **8.** The tenderer 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.
- **9.** Tenders shall be submitted ON-LINE, it shall be signed by one who has been authorized by the board of 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.
- **10.** 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.

SPECIAL INSTRUCTIONS TO BIDDERS FOR REGISTRATION

WITH COMPETENT AUTHORITY

Bidders Registration

- 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 constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- "Bidder" for the purpose of this tender (including) the term 'tenderer', '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.
- 3) **"Bidder from a country which shares a land border with India"** for the purpose of this tender means:
- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4) **"The Beneficial owner"** for the purpose of (3) above will be as under:
- 1) 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;
- 2) 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;
- 3) 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;
- 4) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- In case of a trust, the identification of beneficial owner(s) shall including identification of the author of the 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.
 - **"An Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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.

*Please note that the bidders shall provide the mandatory Certificates in the following formats on their registered Company's letter heads:

Certificate for Tenders for Works involving possibility of subcontracting

"I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contracting from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]"

Certificate for Tenders involving procurement

"I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contracting from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]"

Tenderers Signature and seal

General Terms and Conditions of the Tender:

1. **Submission of Tender**:

Tenders should be uploaded on CPP Portal in two parts, i.e., Technical Bid (Part - A) and Price Bid / BOQ (Part - B).

2. Technical Bid (Part - A):

Prequalification of the bidder

The bidder **preferably be** indigenous supplier. Original Equipment Manufacturer (OEM) or their authorized (sales and service) representatives are eligible to quote. The bidder must be an internationally reputed firm/company/manufacturer, who has supplied similar type items to the reputed laboratories in India or in abroad. No deviations in respect of NIT conditions are acceptable. In this bid, the bidder should upload the following documents:

- 1. Tender Acceptance Letter (written on company letter head, duly signed and stamped.) as per format provide in **Annexure B**, as a token of acceptance of the NIT conditions, with this bid.
- 2. Profile of the Tenderer as per **Annexure C**
- 3. Bid Security Declaration as **per Annexure D**
- 4. The quoted item should be a standard catalogue product, displayed prominently in product catalogue / OEM website.
- 5. Authorized Distribution certificate with authorization from the OEM/ undertaking on letter head about authorized distributorship for the tendered items in India should be uploaded.
- 6. Technical specifications of the products indicating its ability to meet the technical specifications laid down in our NIT.
- 7. **One** copy of successfully executed purchase order value more than Rs.15,00,000/- (Rupees fifteen lakhs) or **two** copy of order value more than 9,75,000/- (Rupees nine lakhs seventy five thousand) or **three** copy of order value more than 7,50,000/- (Rupees seven lakhs fifty thousand) for the supply of similar kind of items to reputed organizations, Govt. dept., Public sector & Autonomous bodies in India in the **last 7 years.**
- 8. The bidder should not be blacklisted by any Government, or Government Department, whether in the Central/State/District levels across India. An undertaking in this regard as per Annexure-B should be enclosed with the Technical Bid.
- **9.** Code of Integrity & Conflict of Interest undertaking on letter head : Annexure E
- **10.** ITR copies along with with audited statement of CA of average turnover (Rs. 40 lakhs per annum) of last three financial years

Note: Preference shall be given to local suppliers as per revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Declaration of Local Content for the same). The Declaration once submitted in the Technical Bid will be final. Submission of Revised Declaration will NOT be accepted.

Technical bids which are not confirming to the technical specifications will be disqualified.

3. Scope of work: "7U (Suitable for 6U VME cards+1U Fan Tray), with 12 or more slots chassis, VME64X back plane system" as per Annexure A".

4. Price Bid / BOQ (Part - B):

In this bid, the bidder is required to quote unconditional rates in the .XLS BOQ format provided with this tender. Quotes in **INR** will only be accepted.

The Indigenous suppliers quoting in INR should quote the rates all inclusive upto IUAC and excluding GST. IUAC is exempted from Customs Duty and GST and necessarily certificates shall be issued by IUAC along with the PO. The BOQ file must not be modified. The Bids not conforming to the BOQ format will be summarily rejected.

5. Earnest Money Deposit:

As per notification no.F/9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure, Govt. of India, bidders have to submit "Bid Security Declaration" accepting that if withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

- i) 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 Tender.
- ii) 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.
 - iii) The MSMEs who have applied for registration or renewal of registration with any of the authorised agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

6. Validity of Tender:

Tender shall be valid for our acceptance without any change in the rates and NIT conditions for a period of 120 days from the date of opening the price bid. No escalation of cost will be acceptable in any condition after opening of tender.

- 7. **Escalation / Deviation**: No escalation or deviation shall be allowed till execution of order / contract.
- 8. 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.

9. **Terms of Payment**:

90% of the payment shall be made within 30 days from the date of the delivery of the goods at IUAC. Balance 10% payment can be released in exchange of performance security deposit in the form of FDR/ bank guaranty valid for a period of 60 days beyond the date of completion of all contractual obligations. The payment process will be initiated on submission of the bills by the bidder and after due certification by the concerned IUAC personnel.

10. Guarantee/Defect liability period:

The supplied material should guarantee for the manufacturing / engineering defect and bad material/workmanship for a minimum period of one year from the date of acceptance of the goods by IUAC. During this period if any replacement, repairs/rectification of any of the supplied item etc. is needed, the supplier shall do the same free of cost to IUAC.

11. Timeline for supply:

The material should be supplied within 120 days from the date of issue of Purchase order. Any delay in completion of the work/supply due to reasons attributable to the vendor / manufacturer is liable to liquidated damages as per clause 11 of this NIT. However, under the force-majeure conditions as per clause 12 of NIT, IUAC may grant suitable time extension for which vendor has to request along with the justification / reasons well in advance to the Director, IUAC for approval without any prejudice or price escalation.

12. Liquidated damages:

In case the delivery of the listed items is delayed beyond the specified delivery period for reasons attributable to the supplier, deductions on account of liquidated damages @ 0.5% per week subject to maximum of 10 % of the total order value will be deducted.

13. Force Majeure:

IUAC may grant an extension of time limit set for the supply items in case it is delayed by force majeure beyond the supplier's control. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, tsunami etc.), the direct and indirect consequences of wars (declared or undeclared), national emergencies, civil commotions, Pandemic/Epidemic and strikes (only those which exceeds a duration of ten continuous days) at successful Tenderer's factory. Apart from the extension of the time limit, force majeure does not entitle the successful tenderer to any relaxation or to any compensation of damage or loss suffered. The decision of the Director, IUAC will be final and binding for the bidder.

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.

14. Final Acceptance:

The final acceptance of the system is defined as successful completion of shipment and acceptance at IUAC to substantiate compliance with the specification mentioned in annexure A.

15. **Correspondence**:

All the correspondence in respect of tender / contractual obligation /technical queries shall be made to The Administrative Officer (S&P), & Shri Vijay Patel, Inter University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi - 110067. E-mail : iuacstores@gmail.com, joinbharat52@gmail.com Phone : +91-11-24126018, 24126022.

16. **Tender Rejection**:

- (a) Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reason whatsoever and the decision of the IUAC in this regard will be binding on all the bidders.
- (b) Bids received by means other than e procurement portal will be rejected.
- (c) Only complete bids will be considered and incomplete bids will be rejected.
- (d) If BOQ file is found to be modified by the bidder, the bid will be rejected. Only INR quote will be acceptable.
- (e) Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.

- (f) If the General Terms and conditions are not accepted and not signed by the bidders, then the tender will be rejected.
- (g) Tender will be rejected on non-submission of 'Bid Security Declaration'.
- 17. The contract shall be governed by the Indian Laws. Any dispute arising out of this contract will be subjected to jurisdiction of New Delhi / Delhi only.

Accepted

(Signature of Bidder)

SPECIAL TERMS AND CONDITIONS OF CONTRACT/WORK

1.0 Carrying of work

All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute

2.0 Contractors Responsibility for the manner of Execution of Work

The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of IUAC from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

3.0 Specifications

During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant codes to avoid accidents/damages to man, machines and buildings, at his own cost. If specifications for an item of work are not covered as per approved Specifications of tender, the same shall be decided by the Institute and shall be binding on the contractor._

4.0 Agency's Risk

All risks of loss of a or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the contractor

5.0 Action and Compensation payable in case of Bad work

- 5.1 If it shall appear to IUAC, or our representatives, that any work has been executed unsound, imperfect or unskilful workmanship **then the contractor shall be liable to pay compensation**
- 5.2 If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- 5.3 No material belonging to the contractor whether consumable or non-consumable should be brought inside the IUAC campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre. Material delivery challans duly entered at the main gate shall to be submitted. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.

- 5.4 If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- 6.0 During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant codes to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

Seal & Signature of Bidder/Bidder

ANNEXURE - A

Scope of Work: "7U (Suitable for 6U VME cards+1U Fan Tray) , with 12 or more slots chassis, VME64X back plane system" as per Annexure A "

1. Specifications descriptions

The finalised specifications for new tender can be as under:

Sr. No.	Technical Parameter(s)/ Feature(s) of the VME Crate/ Chassis	Desired Technical Specifications
1.	1. Chassis Type	7U (Suitable for 6U VME Cards+1U Fan) Tray), VME64X back-plane system
	2. Number of slots on Chassis	12 or more
2.	Type of Power Supply	≥ 550W
3.	· ·	Multiple DC Outputs of following ratings: (i) +5V, 60A±10% ,(ii) +3.3V, 35A±10% (iii) +12V, 10A±10%, (iv) -12V, 1.5A±10%
4.	Rack size and type	19" STANDARD RACK MOUNTABLE
5.	Temperature Range	0 degree C to +50 degree C
6.	Storage Temperature	upto +50 degree C
7.	RTM Provision	Needed on 3 or more slots (on slot # 1-3 atleast)
8.	AC Power input	Single phase 220-230 V, 50-60Hz
9.	LED voltage indication	Needed on Front side

ANNEXURE-B

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To, The Director IUAC, New Delhi-67

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IUAC/NIT/ /VPP/2021-22

Name of Tender / Work: - Supply of 7U (Suitable for 6U VME cards+1U Fan Tray), with 12 or

more slots chassis, VME64X back plane system as per annexure A

Dear Sir,

I/ We have downloaded / read and examined 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).

- 1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal

Annexure-C

PROFILE OF THE TENDERER

(To be given on Company Letter Head)

Tender for supply of 7U (Suitable for 6U VME cards+1U Fan Tray), with 12 or more slots chassis, VME64X back plane system as per annexure A

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

Signature of the Tenderer &Seal

Annexure-D

BID SECURING DECLARATION FORM

Date:

Tender/Bid No.:

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 Securing 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 Securing 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.
Signed:
Name:
Dated on day of
Corporate Seal (where appropriate)
(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexture-E

Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder)

No:	Date
To, The Director IUAC New Delhi	
Sir, With reference to you we shall abide by the Code o have no conflict of interest.	r Tender No datedI/We hereby declare that of Integrity for Public Procurement as in your Tender document and
indirectly, with a firm or an provide consulting services	are not associated, or have been associated in the past, directly or my of its affiliates which have been engaged by the Purchaser to s for the preparation of the design, specifications, and other me procurement of the goods to be purchased under this Invitation
	previous transgressions of the code of integrity with any entity in three years or of being debarred by any other Procuring Entity are
We undertake that we contravention of this code.	ve shall be liable for any punitive action in case of transgression/
Thanking you,	
	Yours sincerely,
	Signature
	(Name of the authorized signatory)
	Company Seal

Annexure-F

(Undertaking on a Letterhead)

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 Govt. 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 willful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies / bidders shall be debarred from tendering withe 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.

Seal and Signatures of the Authorized		
Person of the Agency		
Name and designation of the		
Authorized Person of the Agency		

Place:

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head)

To,
The Director,
Inter University Accelerator Centre
Aruna Asaf Ali Marg
New Delhi- 110 067

Subject: - Declaration of Local Content

Tender Reference No :______

Name of Tender/ Work: ______

1. Country of Origin of Goods being offered: ______

2. We hereby declare that items offered has _______% local content

3. Details of the Location at which the Local Value Addition is made______

4. Details of Local Content

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Bidders offering Imported products will fall under the category of Non-Local Suppliers. They cannot claim themselves as Class-I or Class –II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/CMC etc. as Local Value Addition.

"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours faithfully,

(Signature of the bidder, with Official Seal)

Annexure- G

CHECK-LIST FOR PRE-QUALIFICATION BID FOR:

Scope of Work: "Supply of 7U (Suitable for 6U VME cards+1U Fan Tray), with 12 or more slots chassis, VME64X back plane system as per Annexure A"

Sl.No.	Documents asked for	Page number at which document is placed
1.	Tender Acceptance Letter as per annexure B	
2.	Signed copy of Tender document	
3.	Tender form, Certificate for Tenders for Works involving possibility of subcontracting, Certificate for Tenders involving procurement	
4.	Profile of the tenderer on letterhead Declaration as per Annexure C	
5.	Self-attested copy of the GSTIN& PAN card issued by the Income Tax Department.	
6.	Copy of successfully executed supply order	
7.	Annual turnover and ITR of last three financial years duly certified by the Statutory Auditors.	
8.	Registration certificate of the Company/firm	
9.	Bid Securing Declaration as per Annexure D	
10.	OEM authorization certificate	
11.	Code of Integrity and Conflict of Interest as per Annexure E	
12.	Undertaking on letterhead as per Annexure F	
13.	Catalogues, drawing and other technical documents	
14.	Other documents as requested	
15.	Declaration of Local Content	

Signature of the Bidder

(Name and Address of the Bidder)

Scope of Work: "Preferably indigeneous 7U (Suitable for 6U VME cards+1U Fan Tray), VME64X, 12 or more slots chassis back plane system" as per Annexure A".

The finalised specifications for new tender can be as under:

Sr. No.	Technical Parameter(s)/ Feature(s) of the VME Crate/Chassis	Desired Technical Specifications
1.	1. Chassis Type	7U (Suitable for 6U VME Cards+1U Fan) Tray), VME64X back-plane system
	2. Number of slots on Chassis	12 or more
2.	Type of Power Supply	≥ 550W
3.	Number of DC-Outputs in the power supply and the Voltage & Current ratings	(i) +5V, 60A±10% ,(ii) +3.3V, 35A±10%
4.	Rack size and type	19" STANDARD RACK MOUNTABLE
5.	Temperature Range	0 degree C to +50 degree C
6.	Storage Temperature	upto +50 degree C
7.	RTM Provision	Needed on 3 or more slots (on slot # 1-3 atleast)
8.	AC Power input	Single phase 220-230 V, 50-60Hz
9.	LED voltage indication	Needed on Front side