International Institute of Information Technology, Bangalore

(Myanmar Institute of Information Technology Mentoring Centre)

Tender Terms & Conditions for the Supply, Installation, Testing, Commissioning(SITC) and onsite support for VLSI Laboratory for MIIT project, Mandalay, Myanmar

(Delivery, Installation and Commissioning at Mandalay, Myanmar)

MIIT/52/18

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SECTION I: INVITATION FOR BIDS (IFB)

International Institute of Information Technology (IIIT) Bangalore on be-half of Ministry of External Affairs (MEA) invites sealed tenders from eligible bidders for Supply, Installation, Testing, Commissioning(SITC) and onsite support for VLSI Laboratory for Myanmar Institute of Information and Technology (MIIT) Project at Mandalay in Myanmar on turnkey basis.

1. Contact information -

The Registrar,
International Institute of Information Technology,
26-C Electronics City Phase I,
Off Hosur Road,
Bangalore 560100
Tel No.: +91-80-41407777
Fax No.: +91-80-4140 7704
E-mail: registrar@iiitb.ac.in

2. Two bid System -

i) The tender document can be downloaded from the websites: **www.iiitb.ac.in** or **www.mea.gov.in** or **www.eprocure.gov.in**. Two bid system will be followed for this tender. In this system bidder must submit his offer in two separate sealed envelopes as explained below:

- **Envelope No. 1: "Technical Bid" shall contain:**

a. Tender Fee in the form of Demand Draft for Rs. 2000/- drawn on any Nationalized/ Scheduled Bank, in favour of 'International Institute of Information Technology, Bangalore' payable at Bangalore.

b. Earnest Money in the form of Demand Draft/ Bank Guarantee of Rs.4.1 Lakh from any Nationalized/ Scheduled Bank, in favour of 'International Institute of Information Technology, Bangalore' payable at Bangalore as mentioned at Para 6 (Section II).

c. Duly filled Technical Bid with proper seal and signature of authorised person on each page of the bid submitted. The person signing the bid should be the duly authorised representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

d. Self-Attested copy of PAN, GST, and Registration certificate, as applicable.

e. A certificate by the auditor/CA/CS indicating the turnover of the firm should be enclosed. The bidder should have minimum average turnover of Rs 61.5 Lakh in last three financial years.

f. All documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation should be attached.

g. Relevant ISO certificate in IT Infrastructure.

h. Only the authorised distributors/resellers are allowed to bid for the items mentioned in the tender document. The specific authorisation letter from Principal/s clearly indicating that the bidder is competent to sell & provide services for the hardware mentioned in the Scope of Supply given in this tender document should be enclosed.

i. The copy of Supply Orders/ Contracts/ Agreements issued by/ signed with Government of India (Ministry/ Department/ Undertaking/ PSU/ Educational Institutions such as IIT's, NIT's, or other such Central Universities/Banking sector/IT-SEZs/Technology parks/ Stock/Commodity exchanges and reputed private organizations including educational institutions in India) for similar work, executed by the bidders in last five years ending December 31st 2017. The bidder should also enclose the completion certificate duly issued by the end user. The bidder should have completed at least **ONE** similar work not less than Rs. **1.64 Cr** OR **TWO** similar works not less than Rs. **1.02 Cr** OR **THREE** similar works not less than **82 Lakh**. The similar work means supply & installation of all/ most of the items mentioned in this tender document in a single project on turn-key basis in India/abroad.

j. The installation and warranty services are required in Myanmar. The bidder should submit along with the technical bid; the detail plan for providing warranty service at site(s). The bidders should have their own branch office/ service centre in Myanmar or plans to provide service through local dealer/ service provider there. In either case, an undertaking to this effect should be submitted along with the technical bid. The details viz. name, address, contact person, telephone / fax, email etc. should be provided along with an undertaking from this local dealer/ service provider within 30 (thirty) days of the receipt of Supply Order from IIIT Bangalore (if applicable).

k. The detailed technical specification, make & model and compliance to the Schedule of

l. Requirement (Section IV) should be provided in the technical bid.

m. Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder.

n. Undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted within 15 (fifteen) days of the receipt of Supply Order from IIIT Bangalore.

o. Other related documents, mentioned in the tender document but not listed here.

ii) **<u>Envelope 2: “Commercial Bid “shall contain:</u>**

Price schedule completed in all respects with proper seal and signature of authorised person.

Both the technical bid and commercial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 - Technical Bid" and "Envelope no. 2 - Commercial Bid" both the sealed envelopes should be placed in third larger envelope clearly mentioning “Technical Bid & Commercial Bid” for supply, installtion & commissioning and on-site support of VLSI Laboratory for setting up of MIIT in Mandalay, Myanmar, and addressed to:
The Registrar,
International Institute of Information Technology,
26-C Electronics City Phase I,
Off Hosur Road,

Bangalore 560100
Tel No.: +91-80-41407777
Fax No.: +91-80-4140 7704
E-mail: registrar@iiitb.ac.in

Please write the **tender number** on each envelope and seal all the envelopes.

3. Pre Bid Meeting:

The pre-bid meeting shall be held on **12th March 2018** at **1200 hours** at
International Institute of Information Technology,
26-C Electronics City Phase I,
Off Hosur Road,
Bangalore 560100
Tel No.: +91-80-41407777
Fax No.: +91-80-4140 7704
E-mail: registrar@iiitb.ac.in

Maximum 2 (Two) participants per bidder will be allowed to participate in the Pre – Bid Meeting. The queries, if any, will have to be submitted in writing on/ before the day of Pre – Bid Meeting and the answers to the queries will be made available on our website. ***No queries shall be entertained after the Pre – Bid Meeting.***

4. Date of submission of bids and opening of the Technical bids

Last date for submission of bids on **23rd March 2018** up to **1300 hours** at:

International Institute of Information Technology,
26-C Electronics City Phase I,
Off Hosur Road,
Bangalore 560100
Tel No.: +91-80-41407777
Fax No.: +91-80-4140 7704
E-mail: registrar@iiitb.ac.in

Technical bid will be opened on **23rd March 2018** at **1500 hours** at IIIT Bangalore

The bid can be submitted in person or through post/ courier (IIIT Bangalore shall not be responsible for any postal delays resulting in disqualification/ rejection of any bid) so as to reach on or before the due date and time. The bidders ‘authorized representative (maximum two) can attend the bid opening/s.

The representatives of bidders may choose to attend the opening of the technical bids. In case bidder requires any clarifications / information they may contact IIIT Bangalore address given in Clause 2 of Section I.

The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the short listed bidders shall be considered for further processing (technical evaluation).

Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the price bid.

Note: Please do not put "Price Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

5. Opening of Price bids

Price bids of the technically responsive bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the **time place and date** to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

The bidder‘s name, bid prices, discounts and such other details considered as appropriate by IIIT Bangalore, will be announced at the time of the opening of the bids.

(Technically accepted competitive bids ONLY will be considered for the opening of Price Bids).

END OF SECTION I

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Delivery Period / Project Timelines

The delivery and installation at site(s) must be completed within 60 days from the date of placement of supply order by IIIT Bangalore. All the necessary spare parts and tools required for installation and commissioning of the tendered item will have to be supplied along with the tendered items. The custom clearance of the equipment would be facilitated by Indian Mission in Myanmar. The tendered equipment will be exempted from payment of Myanmar custom duties. It is mandatory for the bidders who respond to this bid to meet these expectations as time is the essence of this contract and is tightly linked to completing the project within the available time frame.

2. Locations for the Supply, Installation & Warranty Services

The items as detailed in this document are required to be supplied and installed at Myanmar Institute of Information Technology (MIIT) at Mandalay in Myanmar. The address of the site(s) for supply/ installation shall be communicated in the Supply Order.

3. Order Placements and Release of Payment

The supply order and payment shall be released by:
International Institute of Information Technology,
26-C Electronics City Phase I,
Off Hosur Road,
Bangalore 560100

4. Eligible Bidders

4.1 **Experience:(a)** Those bidders who are regular manufacturers of the tendered item should provide documentary evidence in support of their experience in the form of past purchase orders and their successful completion certificates for the tendered item. The purchase orders and successful completion certificates should be on the name of the bidders in any of the past 5 years (2012-2017) clearly mentioning that the bidder has satisfactorily executed supply, installation and commissioning of the tendered equipment. The bidders shall furnish “End User Certificates” indicating contact details i.e. name of person, phone/fax/mobile nos. etc where the equipment is installed. End User Certificates/Client Certificates submitted by the bidder along with the bid shall be subject to verification. **(b)** Those bidders who are authorized agents of the regular manufacturers of the tendered item should provide documentary evidence in support of experience in the form of past purchase orders and their successful completion certificates for the tendered item. The purchase orders and successful completion certificates should be either on the name of the bidding agent or in the name of the Principal/ manufacturer in any of the past 5 years (2012-2017) clearly mentioning that the bidder or its Principal has satisfactorily executed supply, installation and commissioning of the tendered equipment. The bidding agent shall furnish an undertaking/ authorization from the Principal/ Manufacturer for participating in this tender clearly mentioning that all necessary support for installation and commissioning of the tendered equipment shall be provided by the Principal to the bidding agent. The bidders shall furnish “End User Certificates” indicating contact details i.e. name of person, phone/fax/mobile nos. etc where the equipment is installed. End User Certificates/Client Certificates submitted by the bidder along with the bid shall be subject to verification.

4.2 The copy of Supply Orders/ Contracts/ Agreements issued by/ signed with Government of India (Ministry/ Department/ Undertaking/ PSU/ Educational Institutions such as IIT’s, NIT’s, or other such Central Universities/Banking sector/IT-SEZs/Technology parks/ Stock/Commodity exchanges and reputed private organizations including educational institutions in India) for similar work, executed by the bidders in last five years ending December 31st 2017. The bidder should also enclose the completion certificate duly issued by the end user. The bidder should have completed at least **ONE** similar work not less than Rs. **1.64 Cr** OR **TWO** similar works not less than Rs. **1.02 Cr** OR **THREE** similar works not less than **82 Lakh**. The similar work means supply & installation of all/ most of the items mentioned in this tender document in a single project on turn-key basis in India/abroad.

4.3 The bidder should have minimum average turnover of Rs 61.5 Lakh in the last three financial years.

4.4 Bidder should be **authorised distributors/resellers** for all the items as mentioned in the tender document.

4.5 The bidders should have their own branch office/ service centre in Myanmar or arrangement to provide service through local dealer/ service provider.

4.6 Bidder should be registered with Sales Tax/ Income Tax Department of Government of India and should possess a valid **PAN**, **GST Certificate/**Registration as on date of bid submission.

4.7 Bidders should not have been blacklisted or declared ineligible for **corrupt and fraudulent** practices.

Note: IIIT Bangalore reserves the right to award/ reject the orders to any particular bidder without assigning any reason thereof

5. Amendment of Bidding Document

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

5.2 All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments/ modifications will be binding on them.

5.3 IIIT Bangalore 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.

A. PREPARATION OF BIDS

Bid Form should be submitted by all bidders as per format provided on page 14 of the bid document. In case Bid Form is not submitted by the Bidder as per format, their bid shall be liable for rejection. 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. The bidders shall sign all the Terms and Conditions of the tender document in each page in token of accepting the conditions and enclose with the bid.

Local Conditions: It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

6. Earnest Money Deposit (EMD)

6.1 The tender documents must be accompanied by Earnest Money Deposit of **Rs. 4.1 Lakh** in the form of a Demand Draft (DD) drawn on any Nationalized/ Scheduled Bank, in favour of ‘International Institute of Information Technology, Bangalore’ payable at Bangalore OR Bank Guarantee (BG) as per the format provided in this document (Section V 2 – Bank Guarantee towards EMD) from any Nationalized/ Scheduled Bank in favour of 'International Institute of Information Technology, Bangalore' payable at Bangalore valid for 225 days from the date of

6.2 bid opening.

6.3 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque/ FDR or any other form except DD or BG. No interest shall be payable on EMD. The bidders registered with NSIC / MSME may claim exemption from submission from EMD. In this case bidder should submit a copy of valid NSIC/MSME registration certificate along with the technical bid. If bidder submits NSIC/MSME certificate in lieu of EMD then its technical competence to participate in the tender would be ascertained.

a. The MSEs who intend to claim benefits under MSME act, shall fulfil the following, otherwise they run the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.
b. MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing/Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS). NSIC certificate cannot be used for trading of goods.
c. NSIC certificate with monetary limit indicated should be valid on the scheduled date /extended date of submission of tender. Certificates without monetary limit will not be considered
d. The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items.
e. The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/Supply is/are "In hand(Progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption .

6.4 The EMD will be returned to the bidder(s) whose offer is not accepted by IIIT Bangalore. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (Refer Clause 8 of Section III). However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

6.5 The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within **7** days of award of contract/ order, failing which the EMD will be forfeited.

6.6 The EMD shall be forfeited:

6.5.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.

6.5.2 In case a successful bidder, fails to furnish the Performance Bank Guarantee (Clause 8 of Section III).

6.5.3 If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

7. Period of validity of bids

7.1 Bids shall be valid for minimum **180 days** from the date of bid submission. Bid valid for a shorter period shall stand rejected.

7.2 IIIT Bangalore may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

B. SUBMISSION OF BIDS

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed by the authorized person including copy of Tender Document & Corrigendum (if any). 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.

8. Deadline for Submission of Bids

8.1 Bids must be received by IIIT Bangalore before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday then the bid-closing deadline will stand extended to the next working day up to the same time.

8.2 IIIT Bangalore may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the websites.

9. Late Bids

9.1 Any bid inadvertently received by IIIT Bangalore after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

C. BID OPENING AND EVALUATION OF BIDS

10. Opening of Bids

10.1 The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

10.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

10.3 IIIT Bangalore will open price bids of only the technically short listed bids, in the presence of the bidder or their authorised representative who choose to attend the bid opening, at the time and date to be informed later.

10.4 The bidder's authorised representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.

10.5 The bidder's name, bid prices, discounts and such other details considered as appropriate by IIIT Bangalore will be announced at the time of opening of the price bids.

11. Comparison of Bids

11.1 Only the eligible and technically short-listed bids after the technical evaluation shall be considered for price/ commercial comparison.

11.2 The comparison shall also take into consideration the delivery schedule, payment terms etc. offered by the bidder in its technical bid. The bid not adhering to the terms as mentioned in Section II & III will stand rejected.

D. AWARD OF CONTRACT

12. Evaluation of Proposals & Award Criteria

12.1 The bidder must quote for all the items mentioned under Section IV – Schedule of Requirement without which Technical Bid shall be rejected immediately during evaluation process. The lowest price criteria shall be applied on the total composite amount of all items taken together.

12.2 Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee and bid security have been furnished, whether the 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.

12.3 Bids complying with all the eligibility requirements mentioned under Section II Clause 4 of the tender document and fulfilling the specifications and requirement mentioned under Section IV – Schedule of requirement of the tender document 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. The bid form as per the format signed by the bidder shall supersede deviation(s) mentioned in other part of the bid if any.

12.4 IIIT Bangalore may ask bidders for presentation on the solution offered, if required. IIIT Bangalore may also ask bidders for submission of missing/ additional documents, if required, for comprehensive evaluation of bids. Failure on part of bidder to arrange the documents/ 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 or submission of additional documents that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. IIIT Bangalore’s decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.

12.5 IIITB would evaluate the technical bids based on the following criteria:

S.No	Criteria	Points
1	Technical capabilities, human resource and Eligibility Compliance Documents	3.0
2	Financial strength of the company	2.5
3	Past Experience with similar projects	2.5
4	Offering from reputed OEM Manufacturer’s	1.0

The bidders must attain a minimum score of 6.0 to be considered technically responsive. However if any of the mandatory eligibility condition is not met as per clause 4 of ITB, the bid shall be summarily rejected.

12.6 Price/ Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder.

12.7 Bidder should quote their rates in prescribed Performa (Section V – Price Schedule) only. Price/ Commercial bids other than the format provided shall be rejected by IIIT Bangalore.

12.8 In case of discrepancy between Rate/Unit and Total figures, the rates quoted in Per Unit shall be treated as final. The amount will be calculated by multiplying correct price per unit 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.

12.9 In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, 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/ price bids and the eligibility of the bidder shall be determined accordingly.

12.10 If more than one bidder happens to quote the same lowest price, IIIT Bangalore reserves the right to split the order and award the contract to more than one bidder. The splitting in such case will be done on the basis of item wise lowest price quoted by the bidders.

12.11 No Bidder shall contact the Purchaser on any matter relating to his Bid from the time of the Bid opening to the time the contract is awarded.

12.12 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

12.13 Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification dated 22/05/2014 and DIPP P -45021/2/2017-B.E II dated 15/06/2017. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents. Subject to the provisions of the order P -45021/2/2017-B.E II dated 15/06/2017of DIPP and to any specific instructions issued by the nodal ministry which in this case is Miety or in pursuance of this order, purchase preference to be given to local suppliers shall be :

a. **<u>In the procurement of goods which are divisible in nature:</u>**

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

If L1 bid is not from local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for remaining 50% quantity subject to the local supplier’s quoted price falling within the margin of 20% purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local suppliers fails to match the L1 price of or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

b. **<u>In Procurement of goods/services which are not divisible:</u>**

Among all qualifies bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

If L1 is not from local supplier, the lowest bidder among the local suppliers will be invited to match L1 price subject to local suppliers quoted price falling within the 20% margin of purchase preference and shall be contract shall be awarded to such local supplier subject to matching L1 price.

In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the local suppliers within the margin of 210% matches the L1, then the contract may be awarded it the L1 bidder.

13. Purchaser’s Right to amend Scope of Work

13.1 If, for any unforeseen reasons, IIIT Bangalore is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

13.2 IIIT Bangalore reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.

13.3 IIIT Bangalore reserves the right to accord relaxation uniformly to all the bidder in case the bid submitted by all the bidders are found to have minor deviation.

14. Corrupt or Fraudulent Practices

14.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.

14.2 IIIT Bangalore will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

14.3 IIIT Bangalore 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.

14.4 The successful bidder would be required to submit an undertaking of authenticity for the Laboratory equipment to be supplied in the format provided in Annexure 5 of Section V.

15. Interpretation of the clauses in the Tender Document / Contract Document

15.1 In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document; Director IIIT Bangalore and MEA’s interpretation of the clauses shall be final and binding on all parties.

END OF SECTION II

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

1.1. The price quoted shall be considered firm and no price escalation will be permitted.

1.2. Bidders should quote the prices in INR or in US $ and as per the format given in Price Schedule at Section – V of this document.

Also for USD bidding, the authorized distributors/ resellers/ agents may bid on be-half of their principals abroad. In such case the bidders must provide the details viz. name & address on whom the order/ LC is to be placed with bank details etc. in their commercial bid. In such case the EMD, Security Deposit and Performance Bank Guarantee from Indian representative in INR is acceptable. In such case the eligibility of the Indian representative (authorized distributor/agent/reseller) bid shall be evaluated for qualification.

1.3. If the rates are quoted in US Dollars then for the purpose of evaluation of price bids, the prevailing rate of exchange as on the date of technical bid opening will be taken into account for arriving at the equivalent rupee value of the quote.

1.4. The prices quoted should be inclusive of freight, insurance, packing, applicable taxes & duties till destination. The packing shall be transport worthy so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user’s site.

2. Taxes and Duties:

2.1. The total prices quoted should be **inclusive** of all **GST**/taxes and/or duties except customs duty. The items being imported into Myanmar for this project will be exempted from payment of customs duty. Necessary Custom Duty Exemption Certificate shall be provided by Government of Myanmar. The Indian Mission in Myanmar will facilitate in obtaining the custom duty exemption certificate.

2.2. Bidder shall arrange to clear the consignment after following customs formalities at Myanmar and arrange to deliver the consignment to the end user. The cost and risk of the consignment rests with the bidder till it is delivered to the end user.

2.3. The basic prices and applicable GST (If any) should be mentioned separately. The exact rates of GST applicable, if any, as on the date of quoting must be mentioned. No concessional tax form (C/D) will be given by IIIT Bangalore.

3. Software Licenses:

The software mentioned in Schedule of Requirement is for MIIT in Myanmar hence the bidders should quote the licenses legally valid in Myanmar. The licenses shall contain paper licenses and at least one set of media (DVD’s/CDs).

4. Chartered Engineer Certificate:

The successful bidder will be required to furnish the certificate from the Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by IIIT Bangalore.

5. **Completeness Responsibility:**

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which are necessary for the establishment of MIIT in Myanmar in accordance with the specification and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respect.

6. **Warranty:**

All the items covered in the schedule of requirements, shall carry minimum **5 (five)** years on site comprehensive warranty from the date of its installation & commissioning. The bidder must undertake to provide the installation and warranty service in Myanmar. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only. During the warranty, all complaints should be rectified within 7 days from the time of complaint. In case the rectification of fault involves replacement of some hardware the same should be carried out within 21 days from the date of intimation. Failure to do so would result in the invoking of the PBG. The PBG will be released by IIIT Bangalore only after the submission of satisfactory performance certificate issued by MIIT / Indian Mission & end-user after the completion of warranty period. The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.

7. **Payments:**

   i. IIIT Bangalore shall release 5% of the payment upon purchase order subject to receipt of the performance bank guarantee as outlined in clause 8 below.

   ii. IIIT Bangalore shall release 35% of the payment upon dispatch of the tendered items subject to submission of original shipping documents and BL.

   iii. IIIT Bangalore shall release 30% of the payment upon delivery of the tendered items at MIIT subject to satisfactory certificate of receipt by Embassy of India, Yangon and/or MIIT/IIIT-Bangalore.

   iv. Payment of 30% of the purchase order value will be made after physical verification by a Project Monitoring Committee (PMC).

   v. In case of foreign bidders who quoted in US $, letter of credit(LC) will be opened and payment would be released as per 7(i), 7(ii), 7(iii) and 7(iv).

8. **Performance Bank Guarantee (PBG):**

The successful bidder must submit a Performance Bank Guarantee (PBG) of 10% of the order value within 15 days of receipt of supply order by IIIT Bangalore as per the format provided (Section V3–Performance Bank Guarantee) in the tender document. This Bank Guarantee should remain valid six months beyond the period of warranty.

9. **Shipping Documents and Insurance:**

After the consignment is ready for dispatch, the successful bidder shall be required to furnish the following documents:

   i. Chartered Engineer’s Certificate

   ii. Packing List

   iii. Copy of Insurance Policy

   iv. Invoice & other relevant document(s)

Final Dispatch Clearance Certificate (FDCC) shall be issued by IIIT Bangalore on receipt of above mentioned documents from successful bidder. Actual shipment should be done only after receipt of FDCC from IIIT Bangalore.

Insurance: The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, installation, testing and commissioning at his cost up to delivery and installation at site. Insurance policy shall be valid up to the date of Installation and commissioning of equipment. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.(A) Delays in the Supplier's Performance: Delays in the Supplier's Performance: The time and the date specified in the Contract for the delivery and installation commissioning of the Goods & training shall be deemed to be the essence of the Contract. Delivery, installation and commissioning of the Goods & training and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. An unexcused delay by the Supplier in the performance of its delivery, installation& commissioning Training obligations and performance of Services shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security, imposition of liquidated damages and/or termination of the Contract for default. If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impending timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable.

(B) Liquidated Damages: If the Supplier fails to deliver, install and commission of any or all of the Goods& impart training or perform the Services within the time period(s) specified in the Contract and during the warranty period, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 1.0% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work.

11.Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to Bangalore jurisdiction only.

12.Force Majeure:

IIIT Bangalore may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's OEM premises.

13.Arbitration: If a dispute arises out of or in connection with the contract entered into under this tender, or in respect of any defined legal relationship associated therewith or derived there from, the parties will agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The number of Arbitrators shall be three. Both parties will appoint one Arbitrator each. The third Arbitrator, as the presiding Arbitrator will be appointed by both the parties on mutual consent from the ICADR panel of

Arbitrators. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

END OF SECTION III

BID FORM

To:
The Registrar
International Institute of Information Technology
26-C Electronics City Phase I, Off Hosur Road
Bangalore 560100

NIT Ref. No: ……………………………….

Having examined the Bidding Documents including Addenda Nos., if any issued _______________, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver………………………………………… (Description of Goods and Services) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery and Installation schedule specified in the aforesaid bid document.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract/Supply Order Price for the due performance of the Contract/Supply order.

We agree to abide by this bid for a period of 180 (One hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

We understand that you are not bound to accept the lowest or any bid you may receive.

We accept all your terms and conditions stipulated in this bid document without deviations, both technical & techno-commercial.

Dated this…………………………………Day of……………………… 2017………………

(Signature) (In the capacity of)

Duly authorised to sign Bid for and on behalf of

____________________ Signed

SECTION IV – Schedule of Requirement

Description of Work:

The successful bidder will be required to set up, installation and commissioning of entire VLSI lab for MIIT.

The Bill of Material & Quantity: -

Sl No	Item Description	Quantity
1	FPGA boards – Type 1 <u>FPGA specs</u>: Logic elements/cells: 32,000 or more Block memory (kb): 1,800 or more Multipliers/DSP slices: 90 or more PLLs: 4 or more <u>Board specs</u>: SDRAM (Mb): 8 or more Flash (Mb): 32 or more Clock: 100 MHz oscillator I/O interfaces/Connectors: USB HID, USB-UART bridge, VGA	100
2	FPGA boards – Type 2 <u>FPGA specs</u>: Logic elements/cells: 15,000 or more Block memory (Mb): 4 or more Multipliers/DSP slices: 240 or more PLLs: 5 or more <u>Board specs</u>: SDRAM (Mb): 128 or more Flash (Mb): 128 or more Clock: 100 MHz oscillator I/O interfaces/Connectors: Ethernet, USB HID, USB-UART bridge, VGA Other: Accelerometer, audio output, microphone, temperature sensor Displays: Two or more 7-segment	50
3	FPGA board with an on board processor <u>FPGA specs</u>: Logic elements/cells: 13,000 or more Block memory (kb): 500 or more Multipliers/DSP slices: 200 or more PLLs: 4 or more <u>Board specs</u>: Onboard processor: ARM Cortex A9 or equivalent SDRAM (Mb): 512 or more Flash (Mb): 256 or more Clock: 33 MHz and 100 MHz oscillator I/O interfaces/Connectors: Ethernet, LPC FMC, HDMI output, SD card, USB, USB-UART bridge, VGA Other: Audio, headphone, microphone connectors Display: OLED	25
4	FPGA boards – 4 <u>FPGA specs</u>: Logic elements/cells: 200,000 or more Block memory (Mb): 12 or more Multipliers/DSP slices: 700 or more PLLs: 8 or more	10

	Board specs: SDRAM (Mb): 512 or more Flash (Mb): 128 or more Clock: 100 MHz oscillator I/O interfaces/Connectors: Ethernet, HDMI source and sink, MicroSD card, USB HID, USB-UART bridge Other: Audio codec Displays: OLED	
5	Advanced Development/Connectivity FPGA kit FPGA specs: Logic elements/cells: 650,000 or more Block memory (Mb): 50 or more Multipliers/DSP slices: 3500 or more Board specs: SDRAM (Gb): 8 or more Flash (Mb): 32 or more Clock: Two 200 MHz or more, one each for FPGA and memory. Programmably oscillator I/O interfaces/Connectors: FMC HPC, PCI express (8-lane), SFP/SFP+ cages (4), USB-UART	10
6	Software suite to accompany the FPGA boards, for high level design, verification and implementation of VLSI designs	100 users
7	DC motor driver interface board • Drive a DC motor with operating voltage up to 12V • Separate header for external motor feedback • 2A H-bridge circuit • PCB size: 1.2 in × 0.8 in	25
8	Thermometer/thermostat interface board • Programmable over and under-temperature control pins • 16-bit ambient temperature sensor. • Typical accuracy better than 0.25ºC. • No calibration required. • 240 ms continuous conversion time	25
9	Digital to Analog Converter (DAC) board • Two 8-bit DACs • Four D/A conversion channels • Maximum conversion rate of 1.875 MSa/s	25
10	Keypad interface • 16 momentary push-buttons • Can detect simultaneous button presses • Isolated rows and columns	25
11	7-segment interfacing • Two-digit high brightness seven-segment display • Easily view a counter or timer • Common Cathode configuration	25
12	Analog to Digital Converter (ADC) board • Two channel, 12-bit analog-to-digital converter • Simultaneous A/D conversion at up to one MSa/s per channel • Two 2-pole Sallen-Key anti-alias filters • PCB size: 0.95 in × 0.8	25
13	LCD display • 16×2 character LCD with parallel interface • 192 predefined characters including 93 ASCII characters • Up to 8 user-definable characters • Read and write capability to and from the display	25
14	Stepper motor driver • For 4 and 6-pin motors • Can drive both motors simultaneously • Multiple LEDs to indicate signal propagation • Jumper for optional external power	25

15	VLSI Design front-end CAD tools suite: Circuit simulation, layout and verification • Schematic capture, netlisting, simulation setup and results viewing • Physical layout • Editing, schematic-driven layout, and top-level floorplanning and routing • High-performance circuit simulation for analog and RF circuits that provides: o Accurate, fast device noise analysis in time and frequency domains o Single-run Transient, DC, AC sensitivity analyses o Multi-tone Harmonic Balance & Shooting analyses o Device model libraries to include leading MOS, bipolar and MESFET transistor models such as BSIM3v3.x, BSIM4.3, EKV, Philips MM9 & MM11, SPv32, HiSIM, Mextram, VBIC, and HICUM o Real-time Design Tuning o Optimization o Post-processing o Power consumption analysis o Circuit and models profiling o Comprehensive waveforms viewing & analysis o Results browsing, sorting & filtering o Monte Carlo analysis o Incremental, dynamically controlled convergence o Monte Carlo acceleration using accuracy controlled meta-models o Native Multi-threading, Distributed Processing o Customizable aging models for aging, statistical aging and aging sensitivity simulations o Single-kernel Electro-thermal analysis solving full electro-thermal system to accurately predict self-heating and thermal coupling o Advanced user-defined static and dynamic SOA checks o Analog and mixed-signal defect coverage, measuring likelihood-weighted test coverage of defects • RF specific circuit simulation capabilities: o Full-chip RF IC verification for wireless applications o Seamless integration with other IC design flows o Closed-loop phase noise analysis for PLLs and frequency synthesizers o Multi-tone steady-state analysis o Modulated steady-state analysis with RF/baseband partitioning o Built-in optimization capability • Physical verification tool: o Common verification for analog, digital and mixed-signal flows o Full support for VHDL, Verilog, SystemVerilog, VHDL-AMS, Verilog-A/MS, SystemC o Unified coverage-driven mixed-signal verification o Enable top-down design and bottom-up verification of multi-million gate circuits o Physical verification for flat and hierarchical algorithms o Transistor-level, gate-level and hierarchical parameter extraction and back annotation	50 users
16	EDA suite for HDL synthesis, design, verification of ASICs and FPGAs • HDL design environment:	50 users

	○ Create, analyze and manage complex FPGA and ASIC designs in VHDL, Verilog and System Verilog ○ Design checking rules and rulesets ○ Interactive HDL visualization and creation ○ Debug and analysis features ○ Concurrent design entry and checking ○ Efficient creation of RTL designs using text, tables, and graphics • FPGA synthesis tool: ○ Support for Altera, Lattice, Microsemi and Xilinx ○ Vendor independent FPGA debug and validation ○ Fully automatic, partition-based, incremental synthesis ○ Integrated with incremental place-and-route ○ Automated exploration of synthesis implementation options ○ Control options for frequency, area and runtime ○ Mixed language support with SystemVerilog ○ ASIC prototyping support • Verification tool: ○ Code coverage and analysis tools: Statement, expression, condition, FSM, etc. ○ Easy to use GUI ○ Support for Verilog, VHDL and SystemVerilog • SoC verification tool	

SECTION V – Commercial Price Schedule

Sl no	Description	Quantity	Rate(INR/ USD)	Taxes & Duties	Total Price	Amount
		(X)	(A)	(B)	(C=A+B)	(Y=C*X)
1	FPGA boards – Type 1	100				
2	FPGA boards – Type 2	50				
3	FPGA board with an onboard processor	25				
4	FPGA boards – Type 4	10				
5	Advanced Development/Connectivity FPGA kit	10				
6	Software suite to accompany the FPGA boards, for high level design, verification and implementation of VLSI designs	100 users				
7	DC motor driver interface board	25				
8	Thermometer/thermostat interface board	25				
9	Digital to Analog Converter (DAC) board	25				
10	Keypad interface	25				
11	7-segment interfacing	25				
12	Analog to Digital Converter (ADC) board	25				
13	LCD display	25				
14	Stepper motor driver	25				
15	VLSI Design front-end CAD tools suite: Circuit simulation, layout and verification	50 users				
16	EDA suite for HDL synthesis, design, verification of ASICs and FPGAs	50 users				
	TOTAL (INR/USD)					
	DISCOUNT (INR/USD)					
	NET TOTAL (INR/USD)					

Total Amount (In Words) : ____

Note

1. Do not quote optional items against the requirement mentioned in this tender.
2. Discount (if any) to be offered should be mentioned against in the respective cell provided above. In case it is mentioned elsewhere it will not be considered for the purpose of price comparison.
3. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
4. **The bidder must quote for all the items mentioned under Section IV – Schedule of Requirement. The lowest price criteria shall be applied on the total composite amount of all items taken together.**
5. **If the bidder quotes for partial items mentioned under Section IV – Schedule of Requirement, the bid might be liable to be rejected.**

2. PERFORMA OF BANK GUARANTEE TOWARDS EMD

(on non-judicial paper of appropriate value)

Bank Guarantee No. -------------------------------------

Dated:

To
The Registrar,
IIIT Bangalore

Dear Sir(s),

Whereas the IIIT Bangalore having its office at Bangalore (hereinafter called the IIITB) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India invited tender No. ------------------------------ and M/s ----------- --- having Registered/head office at ---------------------------- ----------------------------------- ------------------- (Hereinafter called the "bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include alt its successors, administrators executors and assignees) have submitted a Proposal Reference No. ------------------------ and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs-------- -------------(Rupees --- Only) for the due performance of bidder's obligations as contained in the tender document specially the conditions that (a) bidder shall keep his Proposal open for a period of day i.e. from ----------------------- to ------------------- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the IIITB (b) the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the IIITB within the required time. The bidder has absolutely and unconditionally accepted these conditions. The IIITB and the bidder have agreed that Proposal submitted by the bidder is an offer made on the condition that the Proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the IIITB for a period of --- -------days i.e. from ------------- to -------------- or any, extension thereof and that submission of the Proposal itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the Proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the Proposal is finally accepted by the IIITB. The consideration for this separate initial contract preceding the main contract is that the IIITB is not agreeable to sell the tender documents to the bidder and to consider the Proposal to be made except on the condition that the Proposal shall be kept open for the period indicated above and the bidder desires to submit a Proposal on this condition after entering into this separate initial contract with the IIITB promises to consider the Proposal on this condition and bidder agrees to keep this proposal open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ____________________________ registered (indicate the name of Bank) under law of ________ having head / registered office at (here in after reference to as "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs----------------- (Rupees--- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the bidder and any such demand made by the IIITB on the bank shall be conclusive and binding notwithstanding any difference between the IIITB and the bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the IIITB in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the IIITB at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

4. The bank further agree that as between the bank and the IIITB, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the IIITB shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the IIITB or that of the bidder. We also undertake not to revoke, in any case, this

Guarantee during its currency.

5. The bank agree with the IIITB that the IIITB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the IIITB or any indulgence shown by the IIITB to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. -------------- -------------- (Rupees -- only) in aggregate and it shall remain in full force up to ------------------------------(225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s-- on whose behalf this guarantee has been given, in which case, it shall remain in full force up to the expiry of extended period. Any claim under this guarantee must be received by us before ------------------------------- (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the IIITB under this guarantee will cease. However, if such a claim has been received by us within and up to the said date/extended date, all right of the IIITB under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the bidder furnished to the IIITB a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the IIITB by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the IIITB under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the IIITB under this guarantee shall be valid and shall not cease until we have satisfied that claim, In witness where of the Bank, through its authorized officer, has sent its hand & stamp on this -------------------day of at__________ of---------------------at------------------ of-- (month & year).

Signature
(Full name in capital letters)
Designation with bank
stamp

Witness No.1
Signature
(Full name and address in capital letters)

Witness No.2
Signature
(Full name and address in capital letters)

Attorney as per power of attorney
No ---------------------------------
Date -------------------------------

3. PERFORMA OF PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

Dated:
To,
The Registrar,
IIIT Bangalore

BANKS GUARANTEE NO:
Dear Sir(s),

In consideration of the IIIT Bangalore (hereinafter called “IIITB”) having offered to accept the terms and conditions of the proposed agreement between ……………and …………….. (hereinafter called “the said contractor(s)” for the work …………………………. (hereinafter called “the said agreement”} having agreed to production of an irrevocable Bank Guarantee for Rs……….(Rupees…………..………only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.1. We …………………………………… (hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank) pay to the IIITB an amount not exceeding Rs…..
(Rupees……………………………..only) on demand by the IIITB.

2. We ……………………………………(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the IIITB stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding
Rs…………….(Rupees……………………………only).

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

4. We ……………………………………… (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IIITB under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of IIITB, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We ……………………………………(indicate the name of the Bank) further agree with the IIITB that it shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by IIITB against the said contractor(s),and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the IIITB or any indulgence by the IIITB to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We …………………………………..lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IIITB in writing.

8. This Guarantee shall be valid up to …………………unless extended on demand by the IIITB. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ……………….. (Rupees …………………………only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.
Dated the ………………day of………………… For …………………….....................

Granted by the Bank
Yours faithfully….

4. MANUFACTURER AUTHORISATION FORMAT

(On manufacturer's letterhead)

Date:

To,
The Registrar,
IIIT Bangalore

Subject: Manufacturer authorisation towards tender no. ________ for Supply, Installation, Testing, Commissioning(SITC) and onsite support for Embedded Systems Laboratory required for MIIT project, Mandalay, Myanmar.

Dear Sir,

We, M/s _____________ *(Name of the manufacturer)* having registered office at _______________ *(address of the manufacturer)* by virtue of being manufacturer for _______________ *(Name of the product/s)*, hereby authorise M/s _________ *(Name of the bidder)* having their office at ____________ *(Address of bidder)* to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s ____________ *(Name of the manufacturer)* within the scope of requirement as per the tender mentioned above through its authorised partner M/s _____________ *(Name of the bidder)* shall provide support & product warranty services for a minimum period of 5(five) years from the date of installation and commissioning.

The undersigned is authorised to issue such authorisation on behalf of M/s _____________ *(Name of the manufacturer).*

For M/s _________ *(Name of the manufacturer)*

Signature & company seal
Name
Designation
Email
Mobile No.

5. Undertaking of Authenticity

Sub: Supply of VLSI Laboratory Equipment’s
Ref: 1. Your Purchase Order No. ------------dated-------.
2. Our invoice no/Quotation no. -------dated--------.

With reference to the VLSI Laboratory Equipment being supplied /quoted to you vide our invoice no/quotation no/order no. Cited above,----

We hereby undertake that all the components/parts/assembly/software used in the VLSI Laboratory Equipment shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier’s at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the VLSI Laboratory Equipment already billed, we agree to take back the equipment without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorised Signatory
Name:
Designation
Place
Date

6. Bid Submission Checklist

Tender No:
Bidder Name:

Sl no	**Tender Clause**	**Tender Terms**	**Submitted**	**Relevant Page No**
01	**2.1 a**	Tender Fee in the form of Demand Draft for Rs. 2000/- drawn on any Nationalized/ Scheduled Bank, in favour of 'International Institute of Information Technology, Bangalore' payable at Bangalore.		
02	**2.1 b**	Earnest Money in the form of Demand Draft/ Bank Guarantee of Rs 4.1 lakh from any Nationalized/ Scheduled Bank, in favour of 'International Institute of Information Technology, Bangalore' payable at Bangalore as mentioned at Para 6 (Section II).		
03	**2.1 c**	Duly filled Technical Bid with proper seal and signature of authorised person on each page of the bid submitted. The person signing the bid should be the duly authorised representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.		
04	**2.1 d**	Self-Attested copy of VAT/ CST, Service Tax Number/ Registration certificate, as applicable.		

05	**2.1 e**	A certificate by the auditor/ CA/ CS indicating the turnover of the firm should be enclosed. The bidder should have minimum average turnover of Rs 61.5 Lakh in last three financial years.		
06	**2.1 f**	All documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation should be attached.		
07	**2.1 g**	Relevant ISO certificate in IT Infrastructure		
08	**2.1 h**	Only the authorised distributors/ resellers are allowed to bid for the items mentioned in the tender document. The specific authorisation letter from Principal/s clearly indicating that the bidder is competent to sell & provide services for the items mentioned in the Scope of Supply given in this tender document should be enclosed		
09	**2.1 i**	The bidder should have completed at least ONE similar work not less than Rs. ----- Crore OR TWO similar works not less than Rs. ----- Crore OR THREE similar works not less than Rs. ----- Crore. The bidder should enclose their/OEM Purchase order with completion certificate duly issued by the end user.		
10	**2.1 j**	The detail plan for providing warranty service at site(s) and undertaking to provide services should be submitted along with the technical bid.		

11	**2.1 k**	The detailed technical specification, make & model and compliance to the Schedule of Requirement (Section IV) should be provided in the technical bid		
12	**2.1 l**	Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder.		
13	**2.1 m**	Undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted within 15 (fifteen) days of the receipt of Supply Order from IIIT Bangalore.		
14	**2.1 n**	Other related documents, mentioned in the tender document but not listed here.		
15	**1**	Bid Form as per tender document		
16	**2**	Tender Copy duly signed by bidder		
17	**3**	Corrigendum Copy duly signed by bidder		
18	**4**	Data Sheets / OEM Compliances		
19	**5**	Technical Compliance to Specifications		
20	**4.7 section II**	Undertaking that bidder is not blacklisted		

Signature of Bidder