



NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL - 506004
TELENGANA (INDIA)

Tender No. NITW/CS-33/TCADSoftware/2021-22/

Date: 30-10-2021

INVITATION FOR SUPPLY OF TCAD SOFTWARE (proprietary item)

M/s. Nanochip Solutions Pvt Ltd, Bangalore with proven track record and experience in the supply of above concerned item are invited to submit their most competitive bid on or before **17-11-2021 at 11.00 AM**.

Important Dates:

1	Last Date for Submission of Tenders	17th November 2021 up to 11:00 AM
2	Date of Opening of Technical Bids	17th November 2021 at 11:30 AM

Prospective bidder may download the Tender document from <https://eprocure.gov.in/eprocure/app> - Tenders by Organisation – National Project Implementation Unit - World Bank Tenders – NATIONAL INSTITUTE OF TECHNOLOGY WARANGAL and <https://nitw.ac.in/main/update/Jobs/Tenders/> submit the ebid on-line as per the Tender Document.

The Institute GSTN/IEC details are as follows.

GST No.	36AACAN7241H2ZK
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1. **Standard Terms & Conditions**

Law of the country are reflected in these terms and conditions, therefore, neither deviation from the standard text given in the clauses nor deletion of any of these clauses should normally be admitted. In case a deviation from these clauses has to be considered/ allowed, approval of NITW will be required.

2. **Effective Date of the Contract:** The standard text of this clause is as under: In case of placement of a supply order, the date of acceptance of the Supply Order would be deemed as effective date or as agreed by both the parties. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed by both the parties. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
3. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
4. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision.

“The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996”.

5. **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer.
6. **Agents/ Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

Or

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for performing certain services on their behalf. The Seller is required to disclose full details of any such person, party, firm or institution engaged by them for marketing of their equipment in India, either on a country specific basis or as a part of a global or regional arrangement. These details should include the scope of work and responsibilities that have been entrusted with the said party in India. If there is non-involvement of any such party then the same also be communicated in the offers specifically. The information is to be submitted without prejudice to the obligations of the vendor as contained in various parts of this document, appointment of an Agent by vendors will be subjected to the following conditions:

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c) NITW reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable whereupon it would be incumbent on the Seller either to interact with NITW directly or engage another Agent. The decision of NITW on rejection of the Agent shall be final and be effective immediately.
- d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NITW.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Govt. of India, whether officially or unofficially, the award of the contract to the Seller or to indulge in corrupt and unethical practices.
- f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.
- g) On demand, the Seller shall provide necessary information/inspection of the relevant financial Documents / information, including a copy of the contract(s) and details of payment terms between the Seller and the Agent engaged by him.
- h) If the equipment being offered by the Seller has been supplied /contracted with any organization, Public / private in India, the details of the same may be furnished in the technical as well as commercial offers.

The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded. Following details are also to be submitted in the Techno-Commercial bid:

- i) Name of the Agent
- ii) Agency Agreement between the Seller and the agent giving details of their contractual obligation
- iii) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
- iv) The nature and scope of services to be rendered by the agent and
- v) Percentage of agency commission payable to the agent

7. **Access to Books of Accounts:** This provision gives right to the Buyer to access Seller's books of accounts for checking if Seller has violated its undertaking given at the time of submission of bid on use of undue influence and/or employment of agent. The standard text of this clause is as under:
"In case it is found to the satisfaction of the Buyer that the Bidder/ Seller has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract, the Bidder/ Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information/ Books of Accounts."
8. **Non-disclosure of Contract Documents:** This clause restricts parties not to share the information provided by each other without explicit consent. The standard text of this clause is as under:
"Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party."

9. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
10. **Liquidated Damages (LD):** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week or part thereof, of the basic cost of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value (excluding taxes & duties).
11. **Termination of Contract:**
- a) The store/ service is not received/ rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
Or
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 06 (six) months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
 - b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 (six) months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - c) The Seller is declared bankrupt or becomes insolvent.
 - d) The Buyer has noticed that the Seller has violated the provisions of use of undue influence and/or employment of agent to obtain the Contract.
 - e) As per decision of the Arbitration Tribunal.
12. **Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
13. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
14. **Use of Patents and other Industrial Property Rights:** The prices stated in the Contract/SO shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
15. **Amendments:** No provision of the Contract/ SO shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract/SO.
16. **Taxes and Duties:** This clause identifies the taxes and duties admissible and to be paid by the respective parties during the course of execution of the Contract/ SO. The standard text of this clause is as under:
- a) "In respect of Foreign Bidders: All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/ individual income tax, if applicable, will continue to be paid by the concerned party/ individual. "NITW is a public funded research institution and has been exempted from the payment of Customs Duty, as per the description of

stores and conditions thereon, under Customs Notification No. 51/96 as amended and Notification No.39/96 as amended. However, if required, Basic Custom Duty and applicable cess is to be paid as per prevailing notification. [Applicable where INCOTERM is DDP (destination)].”

b) In respect of Indigenous Bidders:

(i) General:

- Bidders must indicate separately the relevant taxes/ duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
- Any changes in levies, taxes and duties levied by Central/State/ Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
- Levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

(ii) Customs Duty:

- NITW is a public funded research institution and has been exempted from the payment of Customs Duty, as per the description of stores and conditions thereon, under Customs Notification No. 39/96 as amended.
- The successful bidder would be issued a Customs Duty Exemption Certificate (CDEC) under the said notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC.
- Vendors may note that issue of CDEC would be governed as per prevailing orders.

17. Denial Clause: Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD.

18. Pre-Contract Integrity Pact Clause: The essential elements of the Pact are as follows:

- a) A pact (contract) between the Government of India (Ministry of Education) (the authority or the "Director") and firms submitting a bid for this specific activity (the "Bidder");
- b) An undertaking by the Director that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal proceedings in case of violation;
- c) A statement by each Bidder that they have not paid, and will not pay, any bribes;
- d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Director, especially when suspicion of a violation by that Bidder emerges;

- e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the Institute Director".
- g) Any or all of the following set of sanctions could be enforced for any violation by a Bidder of its commitments or undertakings:
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the EMD and Performance cum Warranty Bond;
 - (iii) Liability for damages to the Director and the competing Bidders; and
 - (iv) Department of the violator by the Principal for an appropriate period of time.
- h) Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.
- i) The draft Pre-Contract Integrity Pact is attached as Annexure 'H'. The Bidders are required to sign the pact and submit it separately along with the Techno-Commercial and Price bid."

19. Undertaking from the Bidders: An undertaking will be obtained from the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defense/Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

20. Apportionment of Quantity: Buyer reserves the right to apportion the quantity among ____ bidders in the ratio of _____ starting from Lowest Bidder (L1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L1's rates as well as terms and conditions, as negotiated. The bidders are requested to submit the price bid catering the need of apportioned quantity as well as total quantity, else the unit cost of the store(s) for total quantity will be considered for the apportioned quantity while evaluating the bid." (Splitting of the quantity should be in favour of L1) (Not Applicable).

21. Performance cum Warranty Bond: It is an amount of money paid in advance and held in reserve or a written undertaking given by the Seller through his bank as a guarantee that he would perform the promised/contractual obligation as per terms and conditions stipulated in the Contract/SO. The standard text of this clause is as under:

- a) Indigenous Bidder: The Seller may be required to furnish a Performance cum Warranty Bond by way of Banker's Cheque/Fixed Deposit Receipt/ Demand Draft (DD)/ Bank Guarantee (BG), in favour of the Director (Lab Name), (Place), for a sum equal to **3%** of the Contract value (excluding taxes). The Bond submitted by way of Banker's Cheque/Fixed Deposit Receipt/ Demand Draft (DD)/Bank Guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of bond can be provided on request.
- b) Foreign Bidder: The Seller may be required to furnish a Performance cum Warranty Bond by way of Bank Guarantee (BG) from Seller's Bank through an internationally recognized first class bank, in favour of The Director (Lab Name), (Place), for a sum to **3%** of the Contract value. The BG should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of bond can be provided on request.
 "The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract/SO are not fulfilled by the Seller."

22. Tolerance Clause: To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease 25% of the quantity of the required goods, proposed in the RFP, without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

23. Option Clause: The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity (rounded up to the next whole number) in accordance with the same terms and conditions of the Contract. This will be applicable

within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.

24. Repeat Order Clause: The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within six months from the date of completion of supply under the original Contract/ SO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

25. Purchase Preference Clause: Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue.

26. Permissible Time Frame for Submission of Bills: To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 60 (sixty) days from the completion of the activity/ supply. (Lab should mention the no. of days and the activity from which the counting will start)

27. Payment Terms: Payment terms are of great importance to both Buyer and Seller as the cost of finance plays a very important role in deciding the cost of an item or service being contracted for. RFP should clearly state the terms of payment including stage payment/ advance payment, if any, as well as the mode of payment. The payment terms should normally be in accordance with the options given in RFP as any change of payment terms specified in the RFP can alter L1 determination. In case where the payment terms offered by the bidders differ from the options given in the RFP, DCF technique may be utilized for LI determination. The standard text of this clause is as under:

a) For Indigenous Seller:

The payment will be made as per the following terms, on production of the requisite documents:

- (i) 100% payment within 30 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition or the date of receipt of the bill whichever is later.
Or
Stage-wise/Pro rata payments as per the milestone/time described here. (payment milestone/time shall be identified by the Lab and mentioned here.)
- (ii) Pro rata payment for the services rendered will be made as per the frequency described here. (The frequency shall be pre-defined by the Lab)

b) For Foreign Seller:

- (i) 100% payment within 30 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition or after receipt of necessary documents warranted by delivery terms.
Or
Stage-wise/Pro rata payments as per the milestone/time described here. (Payment milestone/time shall be identified by the Lab and mentioned here.)
- (ii) Pro rata payment for the services rendered will be made as per the frequency described here. (The frequency shall be pre-defined)

c) Advance Payments:

No advance payment will be made.

d) Part Supply and Pro rata Payment:

Part supply will not be acceptable.

Or

Full supply may be accepted in maximum _____ nos. of lots. However, Pro rata payment will not be made for the part supplies of the stores(s) made.

Or

Full supply may be accepted in maximum _____ nos. of lots. Pro rata payment will be made as per the applicable payment terms for the part supply of the stores(s).

e) Mode of Payment:

- (i) For Indigenous Sellers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.
- (ii) For Foreign Seller: The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/ any other Public Sector Bank, as decided

by the Buyer, to the Bank of the Foreign Seller as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Buyer. However, the extension charges, if any, will be borne by the party responsible for the extension. For the contract costing up to US \$ 100,000 (or equivalent) or the payment of Training/ Installation & Commissioning/ AMC charges, preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading/ AWB/ Proof of shipment and such other documents indicating completion of the contractual obligation on part of the Seller as provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

28. Documents to be furnished for Claiming Payment: RFP should clearly spell out the list of documents required from the Seller for claiming payment. The standard text of this clause is as under:

(a) **Indigenous Sellers:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer

- (i) Ink-signed copy of Contingent Bill.
- (ii) Ink-signed copy of Commercial Invoice / Seller's Bill.
- (iii) Bank Guarantee for Advance, if applicable.
- (iv) Guarantee/ Warranty Certificate.
- (v) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- (vi) Original copy of the Contract and amendments thereon, if any.
- (vii) Self certification from the Seller that the CST/ VAT received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable.
- (viii) Any other document/ certificate that may be provided for in the Contract.
(Note – Lab may specify any other documents required as per need)

(b) **Foreign Sellers:**

In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms/ LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/ stores released from the Port/ Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:

- (i) Clean on Board Airway Bill/Bill of Lading
- (ii) Original Invoice
- (iii) Packing List
- (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and year of manufacture from OEM.
- (vi) Dangerous Cargo Certificate, if applicable.
- (vii) Insurance Policy of 110% value in case of CIF/ CIP contract
- (viii) Certificate of Conformity and Acceptance Test at PDI, if any.
- (ix) Phyto-sanitary/ Fumigation Certificate, if any.
- (x) Any other documents as provided for in the Contract."
(Note –Lab may specify any other documents required as per need)

29. Exchange Rate Variation (ERV) Clause: To cover the exchange rate fluctuation due to volatile market in a long term contract, it may be necessary to make a provision for such variation in exchange rates. The standard text of this clause is as under:

This clause will be applicable only in case the delivery period exceeds 12 Months from the Effective Date of the Contract which involves import content (foreign exchange).

(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the Contract is to be furnished by the Bidder as per the format given below.

Year	Total Cost of Material (Import)	FE Content Outflow (Equivalent in Rs. in crores)			
		\$	€	£	Others

- (b) ERV will be payable/ refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the Contract. Base Exchange rate of each major currency used for calculating FE content of the Contract will be the SBI selling rate of the foreign exchange element on the date of the opening of Price Bids.
- (c) The base date for ERV would be the Date of opening of Price Bid and variation on the base date will be given up to the midpoint of manufacture unless the Bidder indicates the time schedule within which material will be imported by them. Based on information given above, the cut-off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.
- (d) ERV clause will not be applicable under following circumstances:
 - (i) Cases where delivery periods for imported content are subsequently to be refixed /extended except for reasons solely attributable to the Buyer or Force Majeure.
 - (ii) Cases where movement of exchange rate falls within the limit of $\pm 2\%$ of the reference exchange rate adopted for the valuation of the Contract.
- (e) The impact of notified ERV shall be computed on a yearly basis for the outflow as mentioned by the Bidder in their bid and shall be paid / refunded before the end of the financial year based on certification by the Buyer.

30. Buy-Back: The Buyer is interested to trade the existing old goods while purchasing the new ones. Bidders may formulate and submit their bids accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. The Buyer reserves the right to trade or not to trade the old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering both the options. Details for buy-back offer are as under:

- a) Details of Items for Buy-Back Scheme – Make/ Model, Specs, Year of Production/ Purchase, Period of Warranty/AMC etc.
- b) Place for Inspection of Old Items – Address, Telephone, Fax, e-mail, Contact personnel, etc.
- c) Timings for Inspection – All working days between the time of ___ to ____.
- d) Last Date for Inspection – 1 day before the last date of submission of bids.
- e) Period of handing over of Old Items to Successful Bidder – Within ___ days of _____
(No. of days and condition to be specified by the Lab)
- f) Handling charges and transportation expenses to take out the old items will be on account of the successful Bidder.

31. Terms of Delivery: Terms of delivery plays direct role in determining cost of the contract/ SO. The standard text of this clause is as under:

- a) For Foreign Bidder: Foreign bidders are required to quote both on CIF/CIP (destination) and FCA/FOB (Gateway) basis. If CIP/CIF cost is not available, an additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost will be loaded on their respective bid for comparison purposes.
- b) For Indigenous Bidder: The delivery of goods shall be on FOR (destination) basis.

35. Packing and Marking Instructions: Following clause shall be retained in the RFP:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/ fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
 - (i) Part number:
 - (ii) Nomenclature:
 - (iii) Contract annex number:
 - (iv) Annex serial number:
 - (v) Quantity contracted:

- d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in case No.1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in English language as follows:
 - (i) Contract No. _____
 - (ii) Consignee _____
 - (iii) Port / Airport of destination _____
 - (iv) Ultimate consignee _____
 - (v) Package No. _____
 - (vi) Gross/Net weight _____
 - (vii) Overall dimensions/volume _____
 - (viii) The Seller's marking _____
- f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

36. **Claims:** For settlement of claim in respect of deficiency in quality/ quantity of supplies made under the contract, following clause may be provided in the RFP:
- a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
 - b) The Seller shall collect the defective or rejected goods from the location indicated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

37. **Warranty:** a) The Seller will declare that the goods, stores articles sold/ supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of 36 months from the date of acceptance/ installation of the said goods stores/ articles. If during the aforesaid period of 36 months, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

b) In cases of procurement of software, Seller shall issue/provide upgrades of the software free of cost during the warranty period."

38. **Product Support:** a) The Seller agrees to provide product support for the stores, assemblies/ sub-assemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT)/ Special Test Equipments (STE) for a minimum period of ____years including ____ years of warranty period after the delivery.
- b) The Seller agrees to undertake a maintenance contract for a minimum period of ____years/ months. The Seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.

39. **JURISDICTION:** The Courts of Warangal alone will have the jurisdiction to try and any matter dispute or reference between the parties arising of this agreement/contract.

In addition, the Special Conditions of Contract (if mentioned along with the specifications of the item) shall supplement these General Conditions of Contract. Wherever there is a conflict, the provisions mentioned in the SCC shall prevail over these General Conditions of Contract.

Please note that the institute reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or bidders.

I. SPECIAL CONDITIONS OF CONTRACT (SCC)

Technical Specifications for TCAD Software:

- 1) AsiaPac Advanced TCAD University Bundle
Academic Network Floating License for 3 years
- 2) Asia Pac FrontEnd University Bundle
Academic Network Floating License for 3 years
- 3) Asia Pac BackEnd University Bundle
Academic Network Floating License for 3 years
- 4) FDP and NCSPL Customized Support

1. PRE-QUALIFICATION CRITERIA/DOCUMENTS & TECHNICAL BID:-

Technical Bid must be accompanied with the following documents/information

- a) Detailed profile of the Company :-
 - Name of the firm, Address, email and Telephone Number :
 - Name of the Contact Person, Telephone/ Mobile / Email :
 - Name of the bank (With full address Type of account, Account Number, IFSC Code & RTGS Details)
 - Certificate of Incorporation. (Copy to be enclosed)
 - Proprietary Certificate. (Copy to be enclosed)
 - PAN /GST registration certificate. (Copy to be enclosed)
 - Turn over for last 03 YEARS (Audited P & L Statement copy to be enclosed)
 - Bidders should not have been blacklisted in past 5 years by Govt./BFSI/PSU Govt. Dept./Regulator/statutory body. Bidder must provide a self-declaration for the same.
 - The Bidder must have 3 years' experience in supply of above said item and installation/completion certificate(s) of Central Govt/State/P.S.U/Autonomous Institutions/Pvt Organisations etc.
 - Bids will be accepted from manufactures or their authorized Dealers/Distributors only. Documentary evidence to this affect shall be enclosed.
 - Bids from authorized Dealers/Distributors shall be accepted provided they have a specific authorization certificate issued by the manufacture to Quote for NIT Warangal against the present Tender Notice.

Annexure I (Format for declaration & to be enclosed as last page of the bid document)

DECLARATION

(To be furnished by the supplier on company's Letter Head)

I/we hereby solemnly declare and affirm that the above documentary evidence/declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Date & Seal

Name and Signature
of the competent Authority of the
firm

Annexure-II
(Format for Annual Turnover)

ANNUAL TURNOVER

Sl. No.	Annual turnover w.r.t. above item			Remarks if any
	2018-19	2019-20	2020-21	
(1)	(2)	(3)	(4)	(5)

Sig. of the Chartered Account with seal

The relevant documents are enclosed as Page Nos. _____

Certified copies of ITRs are enclosed as page Nos. _____

Sig. of the tendered with Seal

Note: (i) Documentary evidence shall be submitted along with the format
(ii) Certified copies of ITRs of the above years shall be enclosed.

Annexure III
(Format for Bank details)

Bank details of the Tenderer for Refund of EMD & for making payment in case L-1

Name of the Beneficiary (fill in Capital Letter) As per Bank account															
Bank Account No. (Beneficiary)															
Name of the Bank:															
Name of the Branch:															
IFSC Code of the Branch															
Swift Code/BIC Code (if needed)															
PAN No.															
Mobile No.															
Email ID:															

Signature

Name: _____

Designation: _____

Date & Seal of the competent authority of the firm

FINANCIAL BID FOR TCAD SOFTWARE

FORMAT FOR FINANCIAL BID/PRICE BID

TCAD Software

Sl. No.	Item	Qty	Basic Price	GST	Total Amount
1.	<u>TCAD Software</u> AsiaPac Advanced TCAD University Bundle Academic Network Floating License for 3 years	3 Licenses			
2.	Asia Pac FrontEnd University Bundle Academic Network Floating License for 3 years	2 Licenses			
3.	Asia Pac BackEnd University Bundle Academic Network Floating License for 3 years	2 Licenses			
4.	FDP and NCSPL Customized Support	1 License			
Grand Total					

DO NOT QUOTE HERE

Date & Seal

Signature of the authorized
Signatory of the firm

BID SECURITY DECLARATION FORM

(In lieu of EMD, as per the directions of MOF, DOE, and GOI. OM No.F.9/4/2020-PPD dated 12.11.2020)

Date: _____

To

The Registrar,
National Institute of Technology, Warangal.

Tender No. _____

Sir/Madam,

I/We. The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse 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) thirty days after the expiration of the validity of my/our Bid.

Signature: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for an on behalf of

M/s. _____ Dated on _____ day of _____ (insert date of signing)

Corporate Seal:

FORMAT FOR EMD BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

1. Whereas
(hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of
(hereinafter called the “tender”) against the Purchaser’s tender enquiry No.
.....

1. KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto (hereinafter called the “Purchaser”) in the sum of
..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of..... 20.....

2. CONDITIONS OF THIS OBLIGATION ARE:

- (i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

3. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

4. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name of the officer

.....
Designation of the officer

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