

Department of Electrical Engineering Indian Institute of Technology Kanpur Kanpur – Uttar Pradesh 208016

Invites

Bid Reference Number: MI/IITK/EE/SC/2020/01
Bid Submission Last Date: 1.2.2021

For

Supply and installation of desktop computers at IIT Kanpur

BID DOCUMENT

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 60 days from the date of Technical Bid opening (i.e. 2.2.2021) are invited for "Supply and installation of desktop computers".

Name of Work	Supply and installation of desktop computers at IIT Kanpur
Estimated Cost	Rs. 6,30,000/-
Date of Publishing	11-01-2021 (17:30 hrs)
Clarification Start Date and Time	12-01-2021 (10:00 hrs)
Clarification End Date and Time	28-01-2021 (17:00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	18-01-2021 (10:00 hrs)
Last Date and time of uploading of Bids	01-02-2021 (15:00 hrs)
Last Date and time of submitting , EMD and other documents at IIT Kanpur (if any)	NA
Date and time of opening of Technical Bids	02-02-2021 (16:00 hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the bid document containing the detailed terms & conditions from the website http://eprocure.gov.in/eprocure/app

(The bids have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal ie http://eprocure.gov.in/eprocure/app, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-biding possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-biding, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can than log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

SEARCHING FOR BID DOCUMENTS

- There are various search options built in the CPP Portal to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, organization name, location, date, value, etc. There is also an option of advanced search for bids, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a bid published on the CPP Portal.
- 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective 'My Bids' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 3) The bidder should make a note of the unique Bid ID assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the bid from published bid list available on site and download the complete bid document and should take into account corrigendum if any published before submitting their bids.
 - After selecting the bid document same shall be moved to the 'My favourite' folder of bidders

- account from where bidder can view all the details of the bid document.
- (ii) Bidder shall go through the bid document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the bid site, or through the contact details given in the bid document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the bid document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per bid requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ bid document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the bid document.
- (vi) Bidders shall note that the very act of using DSC for downloading the bid document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the bid document without any exception and have understood the complete bid document and are clear about the requirements of the bid document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.
 - Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the

appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the bid.

- (ix) Bidders shall submit their bids through online e-biding system to the Bid Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the bid site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-bid system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contract person indicated in the bid. The contact number for the helpdesk is 0512-259-5420 or email at smartcityiitk@yahoo.co.in between 10:30 hrs to 17:00 hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed bid documents may be downloaded from http://eprocure.gov.in/eprocure/app till the last date of submission of bid. The Bid may be submitted online through CPP Portal http://eprocure.gov.in/eprocure/app
- The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover 1and Financial Bid in ".Xls" should be upload online in cover 2
- 2. <u>SUBMISSION OF THE BID</u>: All interested eligible bidders are requested to submit their bids online on CPP Portal: http://eprocure.gov.in/eprocure/appas per the criteria given in this document:
 - a. Technical Bid should be upload online in cover-1.
 - b. Financial Bid should be upload online in cover-2

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

- **3.** <u>TECHNICAL BID</u>: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: http://eprocure.gov.in/eprocure/app.
 - a) List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-
 - i. Scanned copy of Bank details.
 - ii. Scanned copy of work experience.
 - iii. Scanned copy of certificate of GST.
 - iv. Case specific Manufacturer's Authorization Format along with the bid for each of the products quoted & tender acceptance letter on Appendix 2-3.
 - v. Scanned copy of another document mentioned in tender document (if any)
 - vi. OEM shall upload the "IDC Asia/Pacific Quarterly Personal Computing Device Tracker" in the "Top 3 Company Highlights" for 3 consecutive previous quarters.
- vii. Declaration for local content, Country of Origin of goods and Bid Security on Appendix 4-5.
 - 1. For The tender value upto Rs. 10 Crores Self-Certificate for local content from the bidder.
 - 2. For the tender value above Rs. 10 Crores Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.
 - b) For Import Shipments Shipping Terms Ex-Works/FOB are preferred.

NOTE - no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. Financial Bid

- **a.** The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Bid document. The financial bids should be uploaded online as per the specified ".XIs" format i.e. Price Bid Excel sheet attached as '.XIs' with the bid and based on the scope of work, service conditions and other terms of the Bid document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Bid are inclusive of all applicable taxes, duties etc. except service tax. The service tax component shall be reimmersible by the department after receipt of paid challans etc. if applicable.

5. Last Date for Submission of Bid:

- **a.** Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- **b.** The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of bids.

6. Bid Validity

- a. All the Bids must be valid for a period of 60 days from the last date of submission of the bid for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- **b.** A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 60 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- **b.** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 8. Rejection of the Bid: The bid submitted shall become invalid and bid fee shall not be refunded if:
 - **a.** The bidder is found ineligible.
 - **b.** The bidder does not upload all the documents as stipulated in the bid document.

7. SELECTION CRITERIA:

Phase-I: Technical Evaluation & Sample Approval

Technical evaluation will be done on the basis of information given by technical bid submitted by the bidders. Bid containing partial, incomplete, uncleared and superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant document. Discrepancy in relevant supporting document and technical compliance sheet shall lead to rejection of technical bids.

Sample Approval:

Bidders should have to display their samples (if asked) on DD.MM.YYYY at the Central Store & Purchase Section of IIT Kanpur. Non-display of sample shall be considered as non-responsive technical bids.

Phase-II

- a. Financial bids of technically qualified and approve samples bidders shall be opened.
- **b.** Financial evaluation is purely done on the total financial implication.
- **c.** Any superfluous, unreasonable assets rate quotes will be summarily rejected.

8. Late Delivery:

Delivery must be completed within the period mentioned in tender document from the date of receipt of the order. Penalty @ 1% per week or part thereof subject to a maximum of 10% of the delivery price will be deducted from the balance payment if supply is not completed within stipulated period.

9. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- Any bidder from a country which shares a land border with India will be eligible to bid in this
 tender only if the bidder is registered with the Department for Promotion of Industry and Internal
 Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- **III.** "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established, or registered in such a country; or
- **b.** A subsidiary of an entity incorporated, established, or registered in such a country; or

- **c.** An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- **d.** An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- **f.** A natural person who is a citizen of such a country; or
- **g.** A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- **IV.** The beneficial owner for the purpose of (iii) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- **a.** "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- **b.** "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- **3.** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals ;
- **4.** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- **5.** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- **V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

10. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

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

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

"Margin of purchase preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I 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 be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-ul local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.

- ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 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 contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

(A) COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- **b.** "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- **c.** "Day" means any calendar day;
- **d.** "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract;
- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
 - (i) "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and (ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

2. CONCLUSION OF THE CONTRACT

- **2.1.** The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods.
- 2.2. The Contract shall be concluded upon the Contractor duly following the countersigning

procedure as stated in the IITK Letter of Intent (LOI).

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

4. DELIVERY AND TAKE-OVER OF GOODS

The Contractor shall deliver the Goods at the Place(s) of Delivery. On behalf of the IITK, a duly authorised representative(s), shall take-over the Goods upon delivery. Take-over of the Goods by the IITK shall not be deemed acceptance of the Goods by the IITK. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

5. QUALITY OF GOODS

- **5.1.** The Contractor shall deliver Goods that are:
 - a. of the quality, quantity and description as required by the Contract / PO; and
 - **b.** free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- **5.2.** Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

6. INSPECTION AND ACCEPTANCE

- **6.1.** The duly authorised representative(s) of the IITK shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.
- **6.2.** Upon delivery and inspection of the Goods, the IITK shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Goods. The Contractor shall, at no cost to the IITK, replace the rejected Goods or, alternatively, rectify the non-conformity.
- **6.3.** In the case of Goods ordered on the basis of specifications or samples, the IITK shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

7. SHIPPING AND INSURANCE

For overseas orders, shipping arrangements shall be co-ordinated by IITK. Original shipping documents including the packing list shall be airmailed/emailed by the Contractor to the (Assistant Registrar (S&P), IIT, Kanpur – 208 016, UP, India).

8. OBSERVANCE OF LAW AND EXPORT LICENCES

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

9. PRICE

The price of the Goods shall be as stated in the Purchase Order and may not be increased.

10. PAYMENT

- **10.1.** Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:
 - **a.** Successful delivery of the goods to IITK as confirmed by the consignee (Assistant Registrar, Store & Purchase, IIT-Kanpur), endorsed by the indenter and approved by the indenters' Head of Department / Section;
 - **b.** Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.
- 10.2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
- **10.3.** Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- **10.4.** The IITK shall not pay any charge for late payments.

11. TAX EXEMPTION

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

12. WARRANTY

- **12.1.** The Contractor warrants that the Goods furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.
- **12.2.** The Contractor shall provide a warranty for the Goods for a period of one year from the date of acceptance of the Goods by the IITK, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.
- **12.3.** In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the IITK, replace that portion of the Goods and bear all costs associated with the replacement of same.

13. PACKING

- **13.1.** The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IITK Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- **13.2.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- **13.3.** All packaging materials shall be non-returnable.

14. DEFAULT AND DAMAGES

- **14.1.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - **a.** deliver any or all of the Goods under the Purchase Order;
 - **b.** comply with any or all of the terms and conditions set out in the Purchase Order; or
 - **c.** deliver any or all of the Goods under the Purchase Order on or before the Delivery Date; the IITK may hold the Contractor in default under the Purchase Order.
- **14.2.** When the Contractor is thus in default, the IITK may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
- **14.3.** Alternatively, to clause 14 above when the Contractor is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- **14.4.** The IITK may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.
- **14.5.** If the Contractor does not remedy its default within the period of time accorded under clause 16, the IITK may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.

- **14.6.** Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the IITK may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.
- **14.7.** The Contractor shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

15. PENALTIES

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the IITK, or by any of its officials, or by any separate contractor(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IITK and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

17. FORCE MAJEURE

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

18. INDEMNITY

- **18.1.** The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- **18.2.** Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

19. ASSIGNMENT

19.1. The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.

- **19.2.** The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.
- **19.3.** The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

20. INSOLVENCY AND BANKRUPTCY

- **20.1.** Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- **20.2.** Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

21. TERMINATION

21.1. The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

22. WAIVER

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

23. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

24. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

25. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- **a.** for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- **b.** for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

26. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

27. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

28. SETTLEMENT OF DISPUTES

- **28.1.** The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.
- **28.2.** If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

29. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

30. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

31. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

32. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

33. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

Contents

- I. Notice inviting bid
- II. General details of the bid
- III. Technical details of the items required.
- IV. Guarantee Performa

INDIAN INSTITUTE OF TECHNOLOGY, KANPUR DEPARTMENT OF ELECTRICAL ENGINEERING

I. NOTICE INVITING TENDER

Item rate tenders are invited on behalf of the DORD, Indian Institute of Technology Kanpur from eligible original equipment manufacturer or their authorised dealers\agencies of lab testing instruments for the following work "Supply and installation of desktop computers at IIT Kanpur".

- 1. All prices are to be FOR IIT Kanpur.
- 2. Please send complete technical detail of the product. Installation of hardware & software to be done by Supplier. The suppliers, who have local stationed engineers, may be given preference.
- 3. The bidder should be either OEM or his authorized dealer/distributor having its registered office in India to provide sales, 24x7 support in India, carrying out supply & commissioning of latest make systems & has successfully executed similar work for more than 05 years. The certificate to this effect should be submitted.
- 4. The Bidder should submit case specific Manufacturer's Authorization Format (MAF) along with the bid for each of the products quoted. Bids not accompanied by valid OEM MAF shall be rejected.
- 5. The OEM should be among the listed companies in "IDC Asia/Pacific Quarterly Personal Computing Device Tracker" in the "Top 3 Company Highlights" section for each of the consecutive three previous quarters.
- 6. Bidder or his OEM should not be blacklisted or banned by any department of Government of India otherwise Bid will be considered as non-responsive.
- 7. At any time prior to the deadline for submission of bid, the Institute may, for any reason, at its own initiative, modify the bid document by amendments. Such amendments shall be uploaded on the website through corrigendum and shall form an integral part of bid document. The relevant clauses of the bid document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective bidders to check the website from time to time for any amendment in the tender document. In case of failure to get the amendments, if any, the Institute shall not be responsible for it.
- 8. The Institute reserves the right for accepting and rejecting any quotation without assigning any reason thereof. Also, The Institute reserves the right to reject or accept all or any of the offer made above.
- 9. If the financial Bid is included in the Technical Bid, then the quotation will be rejected.
- 10. Maximum educational/academic discount should be offered wherever applicable.
- 11. Institute is partially exempted from GST and the same should be offered in your bid as well.
- 12. The vendor must provide official email address for communication and should notify that clearly in the quotation description, just referring to letterhead will not be accepted as sufficient proof of official email of communication.
- 13. Bids, which do not fulfill all or any of the conditions stipulated in the bid document or are incomplete in any respect, are liable for rejection. Bidders shall sign the declaration in Annexure 'B' enclosed, and if the declaration is not found to represent a true statement of facts, the contract is liable to be cancelled, earnest money forfeited, and the contractor shall have no claim on the Institute.

- 14. The bidders are not allowed to make additions and alterations in the bid document. Such additions and alterations shall be at bidders' risk. Conditional / modified bids are liable to be rejected.
- 15. The bid for the work shall remain open for acceptance for a period of 60 (sixty) days from the date of opening of bids. If any bidder withdraws his bid before the said period or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50 (fifty) % of the said earnest money as aforesaid.
- 16. Warranty: 5 years on site service warranty (24x7). A higher warranty may be given preference.
- 17. Delivery period must be within eight weeks from purchase order date and delivery should be at IIT Kanpur.
- 18. Price must include all taxes and charges. GST of 5% will be applicable as this purchase is related to R&D activity and GST exemption certificate will be issued from Central Stores and Purchase, IIT Kanpur.
- 19. Payment shall be regulated as under:
 - 90% of the bided rate on successful delivery of the items listed in the bid document. 10% after inspection and approval.
- 20. The Penalty @1% per week or part thereof subject to max 10% of the delivery price will be deducted from the balance payment, if supply is not completed within aforesaid delivery period.

For and on behalf of
DORD, IIT Kanpur

(Annexure-A)

MINIMUM TECHNICAL SPECIFICATIONS OF DESKTOP COMPUTERS ARE MENTIONED BELOW

Minimum desired technical specifications of the servers are mentioned below. Bidders should fill the below mentioned table for specifications. Bids which do not fill and upload the signed technical specifications will be disqualified.

Quantity: 7 No.s of Desktop Computers.

SNo	Item	Specifications	
1	Form Factor	Small form Factor	
2	Chassis	Tool-less Chassis (Tool-less Hard Drive, Memory & Optical drive Removal)	
3	Chipset	Commercial Class Intel® Q470 Chipset	
4	Processor	Intel® 10th Generation Core i7-10700 Processor 2.9 GHz base frequency Up to 4.8 GHz max. turbo frequency 16 MB cache, 8 cores, vPro Enabled	
5	Memory	32 GB DDR4-2933 Memory expandability up to 128 GB with 4 DIMM Slots	
6	Storage	512 GB NVMe SSD 1TB 7200 RPM SATA-6G 3.5in HDD Should capable to Support RAID in future if required DVD Writer	
7	Graphics	Intel® UHD Graphics 630 Should be capable to support Quadro Graphic card in future if required	
	Audio	Integrated audio controller with internal speaker of atleast 2W	
8	Operating System	Microsoft Windows 10 Professional with OEM Recovery DVD	
9	Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller	
		Intel® Wi-Fi 6 AX201 802.11ax 2x2 with Bluetooth® M.2 Combo	
10	Ports	Video: 2 Display Port, 1 HDMI Port	
		USB: 2 USB 2.0, 4 USB 3.2 Gen 1, 4 USB 3.2 Gen 2, 1USB Type C 3.2 Gen 2	
11	Slots	2 PCI Express v3.0 x1 2 PCI Express v3.0 x16 3 M.2	
		3 SATA Ports	
12	Bays	3 Internal, 1 Externa bay	
13	Keyboard	USB Wired Keyboard,	
14	Mouse	USB Optical Wired Mouse	
15	Power Supply	260 W with 92% efficiency or better	
16	Volume	No More than 12 L	

17	Security	Hardware based endpoint security controller TPM 2.0 Support for chassis cable lock devices & Support for chassis padlocks devices Drive lock option for HDD to secure Data Provision for automatically detect, stop, and recover from a BIOS attack or corruption without IT intervention Integrated protection from malware on malicious websites Integrated real-time detection and prevention of zero-day threats and advanced persistent threat (APT) attacks for Windows applications
18	Manageability	Out of band Management independent of the operating system state and power state of PC Integrated utility to enables hardware level testing outside the operating system & Drivers should be available on OEM Website for download
19	Certifications	Microsoft Windows 10 FCC, CE, RoHS, UL, EPEAT, Energy Star ISO 9001,14001,20001,27001 for OEM
20	Display	23.8" with Minimum resolution of 1920X1080, with VGA, HDMI, Display Ports, USB Ports, TCO 7.0 Certified with height adjustment stand (Same OEM as desktop)
21	Warranty	5 Years onsite

II. BID ACCEPTANCE LETTER

(To be given on Company Letter Head) (Annexure-B)

To.	, , , , , , , , , , , , , , , , , , ,
	b: Acceptance of Terms & Conditions of Bid.
	Bid Reference No:
Na	me of Bid / Work: -
De	ar Sir,
1.	I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:
	as per your advertisement, given in the above-mentioned website(s).
2.	I/ We hereby certify that I/ we have read the entire terms and conditions of the bid documents from Page No to (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.
3.	The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4.	I / We hereby unconditionally accept the bid conditions of above-mentioned bid document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by

any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

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

III. Guarantee Performa for the items purchased

(Annexure 'C')

We hereby guarantee the year-round performance for "Supply and installation of desktop computers at IIT Kanpur", which we have installed at the location described below:

LOCATION - Department of Electrical Engineering, IIT Kanpur

For a period of <u>5 years</u> from the date of acceptance of the components asked in bid document of "Supply and installation of desktop computers at IIT Kanpur". We agree to repair or replace free of cost to the satisfaction of the owner / PI, any or all such work that may prove defective in workmanship, equipment or materials within that period, ordinary wear and tear and unusual abuse or neglect excluded, together with any other work, which may be damaged or displaced in so doing.

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

Appendix -2

<u>Certificate for Tender</u> (To be given on Company Letter Head)

To,	Date
	e as per Rule 144 (xi) GFR's 2017
Tender Reference No:	
Name of Tender / Work:	
land border with India; I cer been registered with the Co	ding restrictions on procurement from a bidder of a country which shares and that this bidder is not from such a country or, if from such a country, has appetent Authority. I hereby certify that this bidder fulfils all requirements in be considered. [Where applicable, evidence of valid registration by the attached.]"
	Yours Faithfully.

(Signature of the Bidder, with Official Seal)

Certificate for Tender for Works involving possibility of sub-contracting (To be given on Company Letter Head)

	Date:
To,	
Sub: Certificate of compliance as per	r Rule 144 (xi) GFR's 2017
Tender Reference No:	
Name of Tender / Work:	
land border with India and on sub-cois not from such a country or, if fro and will not sub-contract any work to with the Competent Authority. I here that this bidder fulfills all requireme	estrictions on procurement from a bidder of a country which shares a contracting to contractors from such countries; I certify that this bidder om such a country, has been registered with the Competent Authority o a contractor from such countries unless such contractor is registered reby certify ents in this regard and is eligible to be considered. [Where applicable, e Competent Authority shall be attached.]"
	Yours Faithfully, (Signature of the Bidder, with Official Seal)

Declaration for Local Content

(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

	Date:
Го, Гhe Director, ndian Institute of Technology Kanpur, GT Road, Kalyanpur, Kanpur -208016	
Sub: Declaration of Local content	
Гender Reference No:	
Name of Tender / Work:	
 Country of Origin of Goods being offered: We hereby declare that items offered has 	
"Local Content" means the amount of value adde tem being offered minus the value of the import duties) as a proportion of the total value, in perc	ted content in the item (including all customs
"*False declaration will be in breach of Code of Financial Rules for which a bidder or its successors 151 (iii) of the General Financial Rules along with law."	s can be debarred for up to two years as per Rule
	Yours Faithfully (Signature of the Bidder, with Official Seal)

Appendix - 5

<u>Bid Security Declaration</u> (To be given on Company Letter Head)

	Date:
To, The Assistant Registrar Central Stores IIT Kanpur-208016	
Sub: Certificate for bid security declaration	
Tender Reference No : Tender ID :	
Name of Tender / Work:	
"I/We have read the clause regarding Bid Security Declaration/Earnest I aware that if I/We withdraw or modify the bid during the period of veriod of 3 years."	
(Signatura	Yours Faithfully, of the Bidder, with Official Seal)