Prof.A.BOOMINATHAN Ref: CIE/2015/Apparatus/SPLX

Department of Civil Engineering Date: 25 -01-2016

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|   | **INDIAN INSTITUTE OF TECHNOLOGY MADRAS****Chennai 600 036****Telephone : [044] 2257 4273/ 22575284** E-mail: boomi@iitm.ac.in  | http://www.iitm.ac.in/aboutiit/iso9001.gif |

 **Due Date: 18.02.2016 at 1.00 p.m**.

 **Technical Bid opening meeting on 18.02.2016 at 3.00 p.m.**

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, quotations are invited for the purchase of “Cyclic Simple Shear Apparatus”. Detailed specifications and terms and conditions are attached.

**Instructions to the Bidder**

 (i) **Preparation of Bids:** - The offer should be submitted under two-bid system (i.e.) Technical bid and Financial bid. Details are given under the section “Schedule”.

**(ii) Delivery of the offer:** - The offer shall be sent to

Prof.A.Boominathan,

Department of Civil Engineering,

Indian Institute of Technology,

Chennai-600036

INDIA

either by post or by courier so as to reach our office before the due date and time specified in our Schedule.

(iii) **Opening of the offer/Bid:** - The offer/Bids will be opened by a committee duly constituted for this purpose. The technical bids will be opened first and it will be examined by a technical committee which will decide the suitability of the bid as per our specifications and requirements. The bidders will be invited for opening of Technical bids scheduled on **18.02.2016 at 3.00 p.m.** at the Room BSB 105, Department of Civil Engineering, IIT Madras. Only the bidders who are technically qualified will be called for the opening of the financial bid.

1. **Prices:** - The price should include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of tax & duties should be clearly indicated. The price should be quoted without custom duty and excise duty, since I.I.T. Madras is exempted from payment of excise duty and the custom duty will be paid at concessional rate against duty exemption certificate.

 In case of import supply, the price should be quoted on EX-WORKS and CIP basis indicating the mode of shipment.

 (v) **Agency Commission**: - Agency commission, if any, will be paid to the Indian agents in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The tenderer should indicate the percentage of agency commission, if any, to be paid to the Indian agent , which should be included in the quoted price.

1. **Terms of Delivery**: - The item should be supplied to our location in case of Local supply. In case of import supply, the item should be supplied only to Chennai Airport. The Installation/Commissioning should be completed as specified in our important conditions.
2. IIT Madras reserves the full right to accept / reject any tender at stage without assigning any reason.

 Yours sincerely,

(A.BOOMINATHAN)

**SCHEDULE**

**Important Conditions:**

1. The due date for the submission of the tender is **18.02.2016 at 1.00 p.m.**

2. The offer/bids should be submitted in **two bid system** (i.e) Technical bid and financial bid. The technical bid should consist of all technical details along with Commercial terms and conditions. Financial bid should indicate item-wise price for the items mentioned in the technical bid. **The technical bid and the financial bid should be put in separate covers and sealed. Label clearly on the cover “Technical Bid” or “Commercial Bid”. Both sealed covers should be put into bigger cover and labeled as** CIE/2015/Apparatus/SPLX -**"Cyclic Simple Shear Apparatus" on the left side of the outer cover.** After sealing the big cover, post it to the following address:

Prof. A. Boominathan

Dept of Civil Engineering

Indian Institute of Technology Madras

Chennai-600 036

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3**. EMD and Security Deposit**:

 i) The Successful bidder should submit a Performance Security for an amount of 5% of the value of the contract. The Performance Security may be furnished in the form of an Account Payee DD, FD Receipt from the commercial bank or Bank Guarantee from any nationalized bank of India.

(ii) The Performance Security should be valid for the period of 12 months from the date of Installation or till the end of Warranty Period.

4. If an Indian Agent is involved, the following documents must be enclosed.

 (i) Foreign Principal Proforma Invoice indicating the commission payable to the Indian Agent and nature of after-sales service to be rendered by the Indian Agent.

 (ii) Copy of the agency agreement with the foreign Principal and the precise relationship between them and their mutual interest in the business.

 (iii) The enlistment of the Indian agent with Director General of Supplies & Disposals under the compulsory registration scheme of Ministry of Finance.

5.The offer/bids should be sent only for a machine that is available in the market and supplied to a number of customers. A list of customers in India and abroad with details must accompany the quotations. Quotations for a prototype machine will not be accepted.

6. Original catalogue of the quoted model duly signed by the Principal must accompany the quotation in the Technical bid. No prices should be included in the Technical bid.

7. Documentary proof for the claimed position and repetition accuracies must be obtained from the principal and submitted along with the relevant pages of the standards.

8. Compliance or confirmation report with reference to the specification and other terms & conditions should be obtained from the Principal.

9. **Delivery Schedule**: The tenderer should indicate clearly the time required for delivery of the item. In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.

10. **Risk Purchase Clause**: In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from other sources on the total risk of the supplier under risk purchase clause.

11. **Payment**: No Advance Payment will be made for domestic purchase. In case of Import supplies, payment will be made only through Letter of Credit, and 90% payment will be released against delivery and 10% payment after Installation.

12. **On-site Installation**: The equipment or machinery has to be installed or commissioned by the successful bidder within 20 days from the date of receipt of the item at the Institution of IIT Madras.

13. **Warranty / Guarantee**: The offer should clearly specify the warranty or guarantee period for the machinery / equipment. Any extended warranty offered for the same has to be mentioned separately.

14. **Late Offer**: The offers received after the due date and the time will not be considered.

15. **Acceptance and Rejection**: IIT Madras has the right to accept the whole or any part of the quantity offered or reject in full without assigning any reason.

16. **Settlement of Disputes**: Any dispute, controversy or claim arising out of or in connection with this Tender and after competing in the Tender process any question regarding the specification of the tender, validity, shall in the first instance be attempted to be resolved amicably by both the Parties. If attempts for such amicable resolution fails or no decision is reached within 30 days whichever is earlier, then such disputes shall be settled by arbitration in accordance with the Arbitration and Conciliation Act,1996. Unless the parties agree on a sole arbitrator, within 30days from the receipt of a written request by one party from the other party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the tenderer will nominate one arbitrator and the Project Coordinator of IITM shall nominate one arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. The arbitration proceedings shall be carried out in English Language. The cost of arbitration and fees of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration shall be at IC&SR IIT Madras, Chennai. The result of the arbitration is final and binding on both the Parties. However, if any party should question the award of the arbitration the Court at Chennai shall have the exclusive jurisdiction.

**Acknowledgement:** It is hereby acknowledged that the tendered has gone through all the conditions mentioned above and agrees to abide by them.

**SIGNATURE OF THE TENDERER**