

	<p style="text-align: center;">INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036</p> <p style="text-align: center;">Telephone: (044) 2257 4757 E-mail: tijuthomas@iitm.ac.in</p>	
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Dr. Tiju Thomas
Project Coordinator

Ref: MET/TIJU/2021/CRYOKITCHEN
Dated: 04.02.2021

Limited Tender No: MET/TIJU/2021/CRYOKITCHEN

GEM NAR ID: GEM/GARPTS/25012021/12XPAJZEMVNJ

Due Date: 24.02.2021, 5:00pm

Pre-Bid meeting: - NA.

Technical Bid opening meeting on Due Date: 25.02.2021, 3:00pm

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited to setup “Cryo Kitchen Incubator Hub” conforming to the specifications given in (Annexure - IV).

As per the Government of India Order, Preference will be given to “Class - I Local Suppliers” and “Class - II Local Suppliers”

Terms and Conditions of Limited Tender

- I. Preparation of Bids:** - The Limited tenders should be submitted under **Two bid system** (i.e.) Technical- and -Financial bid along with **Vendor registration code**. **Vendor registration with IC & SR(IITM) is mandatory for bidders to participate in tenders.**

****For Vendor Registration & Guidelines, Please follow the website:**<https://icandsr.iitm.ac.in/vendorportal>

- 1. Submission of the tender:** - The tender shall be sent to the below-mentioned addresses either by post or by courier (duly sealed and super scribed on the envelope with the reference No and due date) so as to reach the following address before the due date and time specified in our Schedule:

Dr. Tiju Thomas,
Department of Metallurgical and Materials Engineering
IIT Madras, Sardar Patel Road,
Chennai - 600 036
- 2. Price:** - The price should be quoted in net per unit including breakupthe activates to the **Department of Metallurgical and Materials Engineering.**
 - a. The offer/bid should be exclusive of taxes and duties. The percentage of tax & duties should be clearly indicated separately. IIT Madras is eligible for concessional GST and relevant certificate will be issued.

3. **Indian agent:** If an Indian agent is involved, the following documents must be enclosed:
 - ✓ Foreign principal's proforma invoice indicating the details of commission payable to the Indian Agent and nature of after-sales service to be rendered by the Indian Agent (if applicable)
 - ✓ A Copy of the agency agreement with the foreign principal to be enclosed.
 - ✓ For the same tender, the Principal/OEM or the agent only should quote. But both of them cannot quote together for the same tender.

4. **Terms of Delivery:** -
 - Import Purchase** – Responsibility of carriage of goods will be governed by Incoterms.
 - Domestic Purchase** – Supplier will be fully responsible for the safe carriage of goods upto the Department of Metallurgical and Materials Engineering, IIT Madras or named place as per PO, Insurance coverage will be in the scope of the supplier.
 - The Installation/Commissioning should be completed as specified in our important conditions.

5. **Delivery Schedule:** - The tenderer should indicate clearly the time required for delivery of the item (subjected to the executive committee-IIT-Madras approval). 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.
In the event of **delay or non-supply of materials/execution** of Contract beyond the date of delivery/completion of job. The penalty will be levied @1% per week of delay subject to a max of 10% of the value of purchase order and if the delay is more than accepted time frame by IIT M, the PO would be cancelled and liquidated damages will be enforced.

6. **Late offer:** - The offers received after the due date and time will not be considered

7. **Payment:** - No Advance payment will be made for Indigenous purchase. However, 90% Payment on allocation facilities for activities and 10% payment on completion of study activities as per list.

8. **Advance Payment:** - No advance payment is generally admissible. In case a specific percentage of advance payment is required, the Vendor has to submit a Bank Guarantee from a Nationalized Bank of India equal to the amount of advance payment.

9. **Validity:** Validity of Quotation not less than **90 days** from the due date of tender

10. **Accept /Reject:** IIT Madras reserves the full right to accept / reject any tender at stage without assigning any reason.

11. **Debarment from Bidding:** In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the IIT Madras up to 2 Years [as per Rule 151(iii)of GFR] from the date of Tender.

12. Disputes and Jurisdiction:

Settlement of Disputes: Any dispute, controversy or claim arising out of or in connection with this PO including any question regarding its existence, validity, breach or termination, 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 30 days 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 supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate an arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. The arbitration proceeding 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.

- a. **The Applicable Law:** The Purchase Order shall be construed, Interpreted and governed by the Laws of India, Court at Chennai shall have exclusive jurisdiction subject to the arbitration clause.
- b. Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu.

13. All Amendments, time extension, clarifications etc., will be uploaded on the website only and will not be published in newspapers. Bidders should regularly visit the above website to keep themselves updated. No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail.

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

15. Unsolicited offers: “This notice is being published **for information only** and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration as per procedure.” The Website for Registration of vendors is <https://icandsr.iitm.ac.in/vendorportal> and the mail address for queries is “**vendorhelpdesk@icsrpis.iitm.ac.in**”.

16. Eligibility Criteria :

As per the Government of India Order, Preference will be given to “Class - I Local Suppliers” and “Class - II Local Suppliers”

17. Preference to “class 1 Local Suppliers”: preference will be given to “**class 1 local suppliers**” (subject to class -I local supplier’s quoted price falling within the margin of purchase preference)as per public procurement (preference to make in India) order 2017 .O.M No P- 45021/2/2017 – pp(BE - 11) dt 04/06/2020 subject to the conditions that the “class 1 Local Supplier” should agree to supply

goods / provide service at L1 rate and furnish a certificate with the **technical bid document** that the goods/service provided by them consists local content equal to or more than 50%.

- ② **Class - I local supplier'** means a supplier or service provider whose goods, services or works offered for procurement consists of local content equal to or more than 50% as defined under the above said order. **Declaration to be provided as per Annexure-I.**
- ② **'Class - II local supplier'** means a supplier or service provider whose goods, services or works offered for procurement consists of local content more than 20% but less than 50% as defined under the above said order **Declaration to be provided as per Annexure-II.**
- ② **'Non – local supplier'** means a supplier or service provider whose goods, services or works offered for procurement consists of local content less than or equal to 20% as defined under the above said order. **Declaration to be provided as per Annexure-III.**
- ② **'Margin of purchase preference'**:- The margin of purchase preference shall be 20%. The Definition of the margin of purchase preference is defined in the govt. of India Order No: **P-45021/12/2017-PP (BE-II) Dt.4th June, 2020) Order 2017. As per the Government of India Order – “Margin of Purchase Preference”** means the maximum extent of which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

****Note: Local content percentage to be calculated in accordance with the definition provided at clause 2 of revised public procurement (preference to Make in India/No. P-45021/12/2017-PP (BE-II) Dt.4thJune, 2020) Order 2017.**

18. Bid Opening:- The technical bid will be opened on **25.02.2021 3:00pm** at the **Department of Metallurgical and Materials Engineering, IIT Madras** and the **financial bids** of those tenderers who are technically qualified will be opened at a **later date under intimation to them.**

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

**SIGNATURE OF TENDERER
ALONG WITH SEAL OF THE
COMPANY WITH DATE**

Yours sincerely,

**Dr. Tiju Thomas,
Department of Metallurgical and Materials Engineering
IIT Madras, Sardar Patel Road,
Chennai - 600 036**

SELF-CERTIFICATION FORMAT FOR CLASS – I LOCAL SUPPLIER

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP- MII order, 2017 if applicable.

Date: _____

I/We _____ S/o, D/o, W/o, _____
Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is equal to or more than 50% and come under ‘Class-I Local Supplier’ category. As being ‘Class-I Local Supplier’, we are eligible for purchase preference under ‘Make In India’ Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors/ Department head duly authorized by Organization)

<Insert Name, Designation and Contact No.>

[**Note:** In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

SELF-CERTIFICATION FORMAT FOR CLASS - II LOCAL SUPPLIER

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP- MII order, 2017 if applicable.

Date: _____

I/We _____ S/o, D/o, W/o, _____
Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under ‘Class-II Local Supplier’ category.

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors/Department head duly authorized by Organization)

<Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

SELF-CERTIFICATION FORMAT FOR NON - LOCAL SUPPLIER

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP- MII order, 2017 if applicable.

Date: _____

I/We _____ S/o, D/o, W/o, _____
Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is less than or equal to 20% come under ‘Non – Local Supplier’ category.

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors/ Department head duly authorized by Organization)

<Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

FACILITIES & SUPPORT ACTIVITIES IN CRYO-KITCHEN INCUBATOR HUB

Shelf-life Studies of Tomatoes based on temperature and humidity inputs from IITM; design of experiments (DoE) with IITM industrial engineer with help of Simulation Chamber (Temp, humidity & time) Note: building of a 'new simulation chamber' will be provided by IITM

Facilities should be available with Cryo-Kitchen incubator hub

1. Technical person to manage lab and support the studies as per **Design of experiment shared by IITM**
2. Basic Kitchen facilities for Processing (Vegetable & Fruits)
3. Equipped Training Centre with Projector, Computers and seating arrangement for min 30 People which to be used for Knowledge transfer to farmers/FPOs/SME
4. Providing technical inputs for spoilage reduction (best practices)
5. Thermal Insulation properties Testing of Prototype (Insulating box which will be developed by IITM)
6. Cryogenic Freezer & Chiller to Handle 200Kg/Hr capacity (Tomatoes) with Liquid Nitrogen Storage Tank
7. Worktable allocation for one person (from IITM side) in Cryo-Kitchen incubator hub for 3-month period
8. Cryo Kitchen Incubator Hub should be located centrally between Chennai & Hyderabad for carrying out activities as per project requirement.