



INDIAN INSTITUTE OF TECHNOLOGY MADRAS
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Prof. Ravi Kumar N V
Project Coordinator

Ref: MET/2021/IOECCOE/218/CROSSCOURT

Dated: 25.02.2021

Limited Tender No: MET/2021/IOECCOE/218/CROSSCOURT

GEM NAR ID: GEM/GARPTS/23022021/5E9QJQHI3ZP0

Due Date: 10.03.2021, 3:00pm

Pre-Bid meeting: - Not required.

Technical Bid opening meeting on Due Date: 10.03.2021, 4:00pm

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for the supply of “CROSSCOURT Software” 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:

**Prof. Ravi Kumar N V,
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 (after breakup) and must include all packing, transit insurance and delivery charges to the **Department of Metallurgical and Materials Engineering**.
- 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.
 - In the case of import supply, the price should be quoted without custom duty. IIT Madras is exempted from levy of IGST on Imports and eligible for concessional custom duty (not exceeding 5.5%) and **the price should be quoted on both EX-WORKS and DAP**

(stating the Cost, Insurance, Freight, Custom Clearance Charges separately for DAP terms) and indicating the mode of shipment. IITM - ICSR will provide all necessary documents for customs clearance of consignment including Customs Duty Exemption certificate etc.

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. **Catalogue:** Original catalogue (not any photocopy) of the quoted model duly signed must accompany the quotation in the Technical bid
7. **Late offer:** - The offers received after the due date and time will not be considered
8. **Payment:** - No Advance payment will be made for Indigenous purchase. However, 90% Payment against Delivery and 10% after installation are agreed to wherever the installation is involved. In the case of import supplies, the payment will be made only through 100% Letter of Credit i.e. (90% payment will be released against shipping documents and 10% after successful installation wherever the installation is being done).
9. **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.

10. On-site Installation: - The equipment or machinery has to be installed or commissioned by the successful bidder within number of days (as prescribed by PI's) from the date of receipt of the item at the site of IIT Madras.

11. Warranty/Guarantee: - The offer should clearly specify the warranty or guarantee period for the machinery/equipment.

**** Note: PO which involves installation, warranty/Guarantee applicable from date of installation.**

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

13. Performance Security: - The successful bidder should submit Performance Security **for an amount of 3% of the value of the contract/supply**. The Performance Security may be furnished in the form of an Account Payee DD, FD Receipt from the commercial bank, Bank Guarantee from any nationalized bank in India. **The performance security should be furnished within 14 days from the delivery of the purchase order.**

Performance Security in the form of Bank Guarantee: - In case the successful bidder wishes to submit Performance Security in the form of Bank Guarantee, the Bank Guarantee should be routed through the Beneficiary Bank to the end user bank. Otherwise, the Indian Agent of the foreign vendor has to submit a Bank Guarantee from a Nationalized Bank of India.

The Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including the warranty obligations.

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

15. 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.

16. 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 one 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.

17. 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.

18. **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.

19. **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**”.

20. Eligibility Criteria :

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

21. Selection of Successful bidder and Award of Order.

The order will be directly awarded to the technically qualified bidder as per the condition in para 3A of DIPP, MoCI Order No. 45021/2/2017-pp (BE II) dated 15th September 2020

22. **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%.

- **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.**
- **‘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.**
- **‘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.**
- **‘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.4th June, 2020) Order 2017.**

23. Bid Opening:- The technical bid will be opened on **10.03.2021 04:00pm** 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,

**Prof. Ravi Kumar N V,
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)
<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)
<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.]

ANNEXURE - III

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)

<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.]