

	INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036 Telephone: (044) 2257 4704 E-mail: devadula@iitm.ac.in	
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Dr. Sivasrinivasu Devadula
Project Coordinator

Ref: MEE/18-19/411/DSTX/SIVR
Dated: 19.07.2019

Limited Tender No: MEE/18-19/411/DSTX/SIVR

Due Date: 05.08.2019, 4:00pm

Technical Bid opening meeting on Due Date: 06.08.2019, 3:00pm

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for the supply of **“ModeFRONTIER Software Package”** conforming to the specifications given in **(Annexure-I)**:

Instructions to the Bidder

- I. **Preparation of Bids:** - The Limited tenders should be submitted under one bid system (i.e.) Technical-cum-financial bid.
- II. **Delivery of the tender:** - The tender shall be sent to the below-mentioned addresses either by post or by courier so as to reach the following address before the due date and time specified in our Schedule:
Dr. Sivasrinivasu Devadula
Department of Mechanical Engineering
IIT Madras
Chennai - 600 036
- III. **Opening of the tender:** - The offer/Bids will be opened by a committee duly constituted for this purpose.
- IV. **Prices:** - The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. 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 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%) and 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 to be paid to the Indian agent. The foreign Principal should indicate about the percentage of payment and it should be included in the originally quoted basic price, if any.
- VI. **Terms of Delivery:** - The item should be supplied to our Departments as per Purchase Order. In case of import supply, the item should be delivered at the cost of the supplier to our Institution. The Installation/Commissioning should be completed as specified in our important conditions.
- VII. **Technical Bid Opening:** The bids will be opened on **06.08.2019; 3:00pm** at the Department of Mechanical Engineering, IIT Madras.
- VIII. IIT Madras reserves the full right to accept / reject any tender at stage without assigning any reason.

Yours sincerely,

Dr. Sivasrinivasu Devadula
Department of Mechanical Engineering
IIT Madras
Chennai - 600 036

SCHEDULE

Important Conditions of the tender

1. The due date for the submission of the tender is **05.08.2019, 4:00pm**.
The offers / bids should be submitted in one bid systems (i.e.) Technical-cum-financial bid. Also, it should contain all Commercial Terms and Conditions including Taxes, transportation, packing & forwarding, installation, guarantee, payment terms, pricing terms etc. The bid should be put in cover and sealed. The Limited Tender for supply of “**ModeFRONTIER Software Package**” should be written on the left side of the cover.
2. **Validity:** Validity of Quotation not less than 60 days from the due date of tender.
3. **Delivery: 1-2 weeks** from the date of commercially and technically valid PO or duly signed license agreement document.
4. Delivery of the licenses / Tokens shall be in the form of **electronic mode which will be downloadable**. In this case no physical shipment is required.
5. **Download server Links** can be send by email containing download links to media (Complete Software Package with License Tokens) only to the PI. Language of software should be **English** only.
6. **Latest version** of the software package as on date of P.O is to be delivered.
7. License Start and End dates must be clearly mentioned.
8. **Payment:** Payment of 100% advance with full taxes along with the PO will be made to the vendor.
9. **On-site Installation:** - has to be done by the vendor and validate the licenses on the individual required PC's as per the recommendation of the PI.
10. **Training** shall be arranged by the vendor for the candidates recommended by the PI.
11. **Warranty/Guarantee:** - Service support by online through network and/or in person at situations required in case of software / License or any other problems related to the purchased package has to be attended.
12. **Late offer:** - The offers received after the due date and time will not be considered. The Institute shall not be responsible for the late receipt of Tender on account of Postal, Courier or any other delay.
13. **Acceptance and Rejection:** - I.I.T. Madras has the right to accept the whole or any part of the Tender or portion of the quantity offered or reject it in full without assigning any reason.

14. **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.
15. **Do not quote the optional items or additional items unless otherwise mentioned in the Tender documents / Specifications.**
16. **Disputes and Jurisdiction:** -
- a. **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 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.
 - b. **The Applicable Law:** This 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.
 - c. 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.

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**

Specification for ModeFRONTIER academic license

Technical Specification Requirement

Description	: ModeFRONTIER Software Package
License Token's required	: 200
License validity	: 3 Years
License Type	: Network or Individual
License Usage	: Concurrent
Quantity	: 01
Training	: Required for whomsoever the PI recommends