Telephone: [044] 2257 9763 E-mail: tender@imail.iitm.ac.in

The Manager (Project Purchase)

Open Tender Reference No: ICSR/IT/72/2022/ITSOFTWARE

GEM ID: GEM/GARPTS/06012023/BKXJEA5C33OQ

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, Tenders are invited in two bid system from Class-I local suppliers and Class II local suppliers, for the work of: "Manpower service - IT Software Developer (.Net MVC) & System Analyst" Conforming to the specifications given in Annexure -A.

Tender Documents may be downloaded from Central Public Procurement Portal <u>https://etenders.gov.in/eprocure/app</u>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <u>https://etenders.gov.in/eprocure/app</u>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at **"Help for contractors"**. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal"]

Bidders can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, click on "GO" button to view all IIT Madras tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <u>https://etenders.gov.in/eprocure/app</u> as per the schedule attached.

<u>1)</u>	Pre-bid Meeting Details	:	<u>N/A</u>
<u>2)</u>	2) ICSR Vendor Registration		<u>Vendor registration code</u> . 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; Helpdesk: <u>vendorhelpdesk@icsrpis.iitm.ac.in</u>

<u>No manual bids will be accepted.</u> All tender documents including Technical and Financial bids should be submitted in the E-procurement portal.

Last date for receipt of tender		19.01.2023 @ 3:00 PM
Date & time of opening of tender	:	20.01.2023 @ 3:00 PM





Date: 06.01.2023

Due Date/Time: 19.01.2023@ 3:00 PM

<u>A)</u>	Searching for tender documents	•	 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, 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 tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tender" folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. 	
<u>B)</u>	Assistance to bidders	:	 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. 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 contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005] 	
<u>C)</u>	Enrollment Process to Bidders	•	 REGISTRATION Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL:https://etenders.gov.in/eprocure/app by clicking on "Online Bidder Enrollment". Enrollment on the CPP Portal is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Bidder then may log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name 	

			 is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/app under the "Information about DSC". 		
<u>D)</u>	Preparation of bids	:	• Bidder should take into account any corrigendum published on the tender document before submitting their bids.		
			• Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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.		
			• Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.		
			• To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents " area available to them to upload such documents. These documents may be directly submitted from the "My Documents " area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.		
<u>E)</u>	Submission of bids	:	• Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues.		
			• The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.		
			• Bidder has to select the bid security declaration. Otherwise, the tender will be summarily rejected.		
			• A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected.		
			• The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.		

F) Marking on Technical Bid Technical Bid Image: state	 Portal may be obtained at: https://etenders.gov.in/eprocure/app. All tender documents including pre-qualification bid, Technical Bid &Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. No manual bid submission will be entertained. The bidder eligibility criteria, technical specification and supply of item for this tender is given in Annexure A. The Bidders shall go through the specification and submit the technical bid. The Technical bid should be submitted in the proforma as per Annexure-B in pdf format only through online (e-tender). No manual submission of bid will be entertained. The technical bid should have a page-wise heading as "Technical Bid" and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents. The technical bid should consist of bidder eligibility criteria details and all technical details along with catalogue/ pamphlet which will give a detailed description of product with technical data sheet so that technical compliance can be verified. Financial bid (BoQ) should be submitted in the prescribed proforma format as per Annexure-C in xls format through e-tender only. No
	 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet. More information useful for submitting online bids on the CPP

4)	Preparation of Tender: The bidders should submit the bids in two bid system as detailed below.
	Bid I _Technical Bid
	Technical Bid and Annexures dully filled in, signed, and stamped on each page by the tenderer/authorized representative of the tenderer a) Profiles of .Net developers and Data analysist with all relevant certificates relates to
	qualification and experience
	b) Documents of vendor eligibility criteria
	The technical bid should consist of bidder eligibility criteria and technical specification compliance sheet as per Annexure-B.

	Bid II _Price Bid		
	The price bid should be submitted in excel format (BoQ) as per the proforma (Annexure C) uploaded in the e- Tender web site. The Quoted price should be inclusive of all cost and statutory levies at IIT Madras.		
5)	Price:		
	a) The rate quoted shall be in INR inclusive of all taxes and no extra payment will be made other than statutory revisions as per the terms and conditions stipulated in this contract document.		
	b) The offer/bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.		
6)	Tenderer shall submit along with this tender:		
	(i) Proof of having ISO or other equivalent certification given by appropriate authorities.		
	(ii) Name and full address of the Banker and their swift code and PAN No. and GSTIN number.		
	(iii) GST registration proof showing registration number, area of registration etc.		
	(iv) All of your future correspondences including Invoices should bear the GST No. and Area Code.		
8)	Period for which the offer will remain open:		
	The Tender shall remain open for acceptance/validity till: 120 days from the date of opening of the tender. However, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.		
9)	EMD: N/A		
10)	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 in the name of "The Registrar, IIT Madras" from any scheduled commercial bank or Bank Guarantee from any scheduled commercial bank in India. The performance security should be furnished within 14 days from the date 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 directly to IIT Madras from the Bank.		
	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.		
11)	For the same tender, either the OEM or the authorized dealer/service provider can only quote. But both of them cannot quote separately for the same tender.		
12)	The offers/bids should be sent only for a item/Equipments of latest version that is available in the market and supplied to a number of customers. A list of customers in India with details must accompany the quotations. Quotations for a prototype machine will not be accepted		
13)	Original catalogue (not any photocopy) of the quoted model duly signed by the principals must accompany the quotation in the Technical bid.		
14)	Compliance or Confirmation report with reference to the specifications and other terms & conditions should also be obtained from the principal/OEM.		
15)	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.		
16)	Payment: (i) The payment shall be made on monthly basis of the order value on submission of duly		

 signed invoice copy (ii) 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 scheduled commercial bank in India equivalent to the amount of advance payment. Acceptance and Rejection: Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers. L1.T. Madras has the right to accept the whole or any part of the Tender or portion of the quantity offered or reject in in foll without easigning any reason. Debarment from Bidding: In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the ITI Madras up to 2 Years [as per Rule 151(iii) of GFR] from the date of Tender. 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 withkore its carlier, then such dispute to the arbitration fails or no decision is reached within 30 days withkore: is carlier, then supplier will nominate one arbitrator within 20 days from the resolved numers shall be settled by arbitrating band days from the resolved numers shall be settled on arbitration of Her Pary tos agree, the arbitration and fees of the arbitration, shall be shared equally by the Parties. The sead of arbitrator shall be at UC&SR will nominate one arbitrator within 20 days dishofthere anothereshall be constr		
 advance payment is required, the Vendor has to submit a Bank Guarantee from a scheduled commercial bank in India equivalent to the amount of advance payment. Acceptance and Rejection: Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers. LLT. 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. 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. Disputes and Jurisdiction: Settlement of Disputes: Any dispute, controversy or claim arising out of or in connection with his PO including any question regarding its existence, validity, breach or termination, shall in the first instance be a templet to be resolved amicably by both the Parties. If attempts for such annicable resolution fails or no decision is reached within 30 days whichever is carlier, then such disputes shall be settled by abritration in accordance with the Arbitration and Conciliation Act, 1996. Unless the Parties agree on a sole arbitrator, within 30 days from the estippic will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&SR will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator and the Project Coordinator of IITM shall nominate on arbitrator shall be art IC&SR IIT Madras, Chemani. The Applicable Law: The Purchase Order shall be construed, interpreted and governed by the Laws of I		signed invoice copy
 Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers. L1.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. 20) 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. 21) 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 anicable resolution fails or no decision is reached within 30 days whichever is earlier, then such disputes shall be settled by arbitrator, inthin 30 days from the capitrator. The Joean IC&SR will nominate 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, shall be shared equality by the Partes. The set of arbitration shall be at IC&SR IIT Madras. 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 Contact pertaining to this tender shall be settled in the court of compretent jurisdiction located within the city of Chennai in Tamil Nadu. 220 Force Majeure: The Supplier shall no be liable for ofreiture of its performance security, liquidated damage		advance payment is required, the Vendor has to submit a Bank Guarantee from a scheduled commercial bank
 non-compliance will likely to lead to rejection of offers. L1T. 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. 20) 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. 21) 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 annicably by both the Parties. If attempts for such annicable 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 Concillation 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 on arbitrator. The Dean IC&SR will nominate one arbitrator of the arbitration for socied in 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 clause. 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 contact pertaining to this tender shall be settled in the court of competent jurisdicti	19)	Acceptance and Rejection:
 reject it in full without assigning any reason. 20) Deharment from Bidding: In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the IT Madras up to 2 Years [as per Rule 151(iii) of GFR] from the date of Tender. 21) 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 annicable 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 arbitrato of the arbitrator of HTM shall nominate on arbitrator. The Dean IC&&SR Will nominate the Presiding Arbitrator of the arbitrat irbunal. The arbitration (s) and the shared equally by the Parties. The seat of arbitration and Cordinator of ITM whats, 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 contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu. 220: Force Majeure: The Supplier shall not be liable for forfeiture of its performance con ther failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeur		
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. 21) Disputes and Jurísdiction: 22) 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 setted 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 arbitration in accordance with the arbitration proceeding shall be carried out in English language. The cost of arbitrator and here soft the arbitration proceeding shall be carried out in English language. The cost of arbitrator and fees of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitrator shall be at IC&SR IIT Madras. Chemai. a. The Applicable Law: The Purchase Order shall be construed, interpreted and governed by the Laws of India. Court at Chemai shall have exclusive jurisdiction subject to the arbitration clause. b. Any legal disputes arising out of any breach of contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chemai in Tamil Nadu. 220 Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's		
 contract with the IIT Madras up to 2 Years [as per Rule 151(iii) of GFR] from the date of Tender. 21) 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 arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitration in accordance with the arbitration proceeding shall be carried out in English language. The cost of arbitration and fees of the arbitration (shall be shared equally by the Parties. The seat of arbitration shall be at IC&SR IIT Madras, Chemai. 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 contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu. 220 Force Majeure: The Supplier shall not be liable for forfeiture of its performance eor other failure to perform its obligations under the Contract is the result of an vert of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier shall continue on threses otherwise directed by the Purchaser in writing, of such contin	20)	Debarment from Bidding:
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 arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitration the eared or un in English language. The cost of arbitration and ceeding shall be carried out in English language. The cost of arbitration and ceeding shall be carried out in English language. The cost of arbitration and redses of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration clause. b. Any legal disputes arising out of any breach of contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu. 220 Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 230 Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purcha		
 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 arbitrat panel shall comprise of three arbitrators. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitrat tribunal. The arbitrator(s) shall be shared equally by the Parties. The seat of arbitration shall be started for the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration clause. 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 contact pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Chennai in Tamil Nadu. 220 Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fi	21)	Disputes and Jurisdiction:
 or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 23) Eligibility Criteria: > As per the Government of India Order, only "Class - I Local Suppliers" and "Class - II Local Suppliers" can participate in this tender. > Bidder should confirm their acceptance that they comply with the provisions with report to "Guidelines for eligibility of a bidder from a country which shares a land border with India as detailed at Annexure-F. The bidder should submit Certificate for "Bidder from/ Not from Country sharing Land border with India & Registration of Bidder with Competent Authority" as per Order of DoE F.No.6/18/2019-PPD dated 23.07.2020 as mentioned. 		 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 on arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. 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 contact pertaining to this tender shall be settled in the court of
24) Preference to "class I Local Suppliers": preference will be given to "class 1 local suppliers" (subject to class		 or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Eligibility Criteria: As per the Government of India Order, only "Class - I Local Suppliers" and "Class - II Local Suppliers" can participate in this tender. Bidder should confirm their acceptance that they comply with the provisions with report to "Guidelines for eligibility of a bidder from a country which shares a land border with India as detailed at Annexure-F. The bidder should submit Certificate for "Bidder from/ Not from Country sharing Land border with India & Registration of Bidder with Competent Authority" as per Order
	24)	
	24)	

	(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%. (certificate from Chartered Accountant in case value of contract exceeds Rs 10 crore).
	'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-II per item/service/work.
	 Class - II local supplier' means a supplier or service provider whose goods, services or works offered for
	procurement consists of local content equal to 20% but less than 50% as defined under the above said
	order. Declaration to be provided as per Annexure-II per item/service/work.
	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 to 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 Policy vide GoI Order no. P-45021/2/2017-PP
	(B.EII) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019and 04.06.2020)
	MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-
	50310) Dt.4th March 2021
25)	Evaluation of Bids
,	Bid evaluation will take place in two stages.
	Stage I Technical Bid evaluation
	All bidders who have fully complied with bidder eligibility criteria I, II and technical evaluation (Annexure A)
	will only be considered for opening of price bid.
	Stage II: Price Bid Evaluation
	The price bid evaluation will be based on price quoted by the bidder. The rate quoted for Manpower Service -
	IT Software Developer (.Net MVC) & System Analyst will alone be taken up for arrival of Lowest Bid (L1)
	value.
26)	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 16th September 2020.
27)	Period of Service: The contract for Manpower Service - IT Software Developer (.Net MVC) & System Analyst
	will be initially awarded for 1 year and shall extend the service for another 1 + 1 year on satisfactory
	performance. This can be done with the same terms and conditions of this tender.
	The contract for the above manpower persists at that time, or, may be curtailed/ terminated at any time before
	the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected
	Company/Firm. The IC&SR,IIT M reserves right to terminate this initial contract at any time after giving two-
	month notice to the selected service providing Company/Firm and the same is applicable to Bidders.
28)	All information including selection and rejection of technical or financial bids of the prospective bidders will be
-0)	communicated through e-Tender portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder
	shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.
29)	The tenderer shall certify that the tender document submitted by him / her are of the same replica of the tender
<i>49</i>)	document as published by IIT Madras and no corrections, additions and alterations made to the same. If any
	deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will
	be initiated as per the terms and conditions of the contract.
20)	Due to Covid-19 pandemic the bidders will not be entertained to participate in opening of Bids. Since the tender
30)	is e-tender, the opening of the bids may be checked using the respective logins of the bidders.

ACKNOWLEDGEMENT

It is hereby acknowledged that I/We have gone through all the points listed under "Specification, Guidelines, Terms and Conditions" of tender document. I/We totally understand the terms and conditions and agree to abide by the same.

SIGNATURE OF TENDERER ALONG WITH SEAL OF THE COMPANY WITH DATE

Bidder Eligibility Criteria and Technical Specification for Manpower Service - IT Software Developer (.Net MVC) & System Analyst

Tender No. ICSR/IT/72/2022/ITSOFTWARE

Bidder Eligibility Criteria – I (Public Procurement – Preference to Make in India)

Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 and other subsequent orders issued therein.

Bidder Eligibility Criteria – II

- The bidders must be a software development company and should have developed or rollout software's/applications to the Govt. sectors of State and Central / Pvt sector / Institutes. Necessary Proof of Work completed in last 3 years to be submitted.
- The bidders must have themselves experienced in developing applications, based on user requirements and should have in-house team (at least 15+ members) to support software development and technical requirements.
- The bidder firm should have an annual turnover of Rs. 1 crore and above during any one of the last 3 Financial years. Details of the same to be provided.
- The Bidder should have Registered with the Service Tax department and should carry a valid PAN from the Income Tax department. Should submit the copy of these documents along with Technical Bid.

III. TECHNICAL SPECIFICATION for Supply of IT Software Developer (.Net MVC) & System Analyst

Background & Requirements: -

IC&SR has developed In-house ERP system to support the project management and accounting system for all types of projects. The core software mainly consists of the following modules to address the Project requirements, the modules are Admin, Facility, Office, Account and Recruitment. To support the ERP, the ICSR engages contractual manpower having varying degrees/experience of skills in IT for development/maintenance/handholding etc at various levels such as

Development and maintenance of application software

Content management and preparation

Support in application modules

Troubleshooting of IT application matters

Technical requirement for the Software Developer and System Analyst

He/ She should possess qualification and experience as mentioned below and should be between age group of 25 years

and above.

S.No	Job Description	Qualification	Compliance (Yes/No)	Reference Page No
1	.Net MVC Developers	 Education Qualification: -BE/B.Tech/M.C. A with specialization in Computers Science / Electronics and Communication or equivalent. Skill Sets: - 3+ years of experience with Microsoft .net technologies including, ASP.NET, MVC, Entity Framework. Strong experience of OOPS with knowledge of MVC. Proven skills with C#, SWL, JavaScript/DHTML,HTML-CSS, AJAX, jQuery, Web Services. Proficient with MS SQL. Ability to complete all phases of software development life cycle. Working knowledge of using a latest development tools and techniques. Knowledge of front-end UI design preferred Good problem solving and analytical skills. 		
2	System Analyst	 Education Qualification: -BE/B.Tech/M.C.A/ PG with specialization in Computers Science / Information Skill Sets: - 5+ years of hands experience as system analyst / business analyst understanding of requirements and ability to document the same Proficient with BRD, SRS, FAD Documentation of available software modules and versioning of the user manuals. Proficient with MS Office application and Visio tools and Functional flow diagram Understanding of .Net Technology or equivalent MVC framework Proficient with RDBMS (MS SQL) and Data model Good in JavaScript and jQuery 		

Terms & Conditions: -

- The manpower Company/Firm should be registered with the appropriate registration authority.
- The Company/Firm should have its own Bank Account. Bidder should not sublet the contract to any other agency.
- Bidder should submit the required candidate profile with photo, and all required documents which support the profile information.
- IC&SR may call the submitted profile for in-person interview to know their skill set and competency
- Any changes in manpower during the term period must be communicated before two months in advance. The candidate profile needs to be shared at least a month before the changes done.
- The deputed candidate will follow IIT Madras norms for the leaves, holidays, and other related things.

Note: The intending Bidder, if required, may submit the queries in writing to e-mail at cmit-icsr@iitm.ac.in and tender@iitm.ac.in (subject: Queries for Tender for Supply of IT Software Developer (.Net) to seek clarifications latest by 13/01/2023 by 4 PM.

TECHNICAL BID PROFORMA Tender No. ICSR/IT/72/2022/ITSOFTWARE

Tender Name: Supply of IT Software Developer (.Net MVC) & System Analyst

1.0 Bidder Eligibility Criteria:

Ι	Bidder Eligibility Criteria-I (Public Procurement – Preference to Make in India)	Class I / Class II	Local Content value	Reference, Page No.
Ι	Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16 th September 2020 and other subsequent orders issued therein.			
2.0	Bidder Eligibility Criteria-II	Compliance (Yes/No)	Reference Page No.	Remarks, If any
1	The bidders must be a software development company and should have developed or rollout software's/applications to the Govt. sectors of State and Central / Pvt sector / Institutes. Necessary Proof of Work completed in last 3 years to be submitted.			
2	The bidders must have themselves experienced in developing applications, based on user requirements and should have in-house team (at least 15+ members) to support software development and technical requirements.			
3	The bidder firm should have an annual turnover of Rs. 1 crore and above during any one of the last 3 Financial years. Details of the same to be provided.			
4	The Bidder should have Registered with the Service Tax department and should carry a valid PAN from the Income Tax department. Should submit the copy of these documents along with Technical Bid			

3.0 Technical Specification:

S.No	Job Description	Qualification	Compliance (Yes/No)	Reference Page No
1	.Net MVC Developers	 Education Qualification: -BE/B.Tech/M.C. A with specialization in Computers Science / Electronics and Communication or equivalent. Skill Sets: - 3+ years of experience with Microsoft .net technologies including, ASP.NET, MVC, Entity Framework. Strong experience of OOPS with knowledge of MVC. Proven skills with C#, SWL, JavaScript/DHTML,HTML-CSS, AJAX, jQuery, Web Services. Proficient with MS SQL. Ability to complete all phases of software development life cycle. Working knowledge of using a latest development tools and techniques. Knowledge of front-end UI design preferred Good problem solving and analytical skills. 		
2	System Analyst	 Education Qualification: -BE/B.Tech/M.C.A/ PG with specialization in Computers Science / Information Skill Sets: - 5+ years of hands experience as system analyst / business analyst understanding of requirements and ability to document the same Proficient with BRD, SRS, FAD Documentation of available software modules and versioning of the user manuals. Proficient with MS Office application and Visio tools and Functional flow diagram Understanding of .Net Technology or equivalent MVC framework Proficient with RDBMS (MS SQL) and Data model Good in JavaScript and jQuery 		

Terms &	Terms & Conditions: -					
1.	The manpower Company/Firm should be registered with the appropriate					
	registration authority.					
2.	The Company/Firm should have its own Bank Account. Bidder should not					
	sublet the contract to any other agency.					
3.	Bidder should submit the required candidate profile with photo, and all					
	required documents which support the profile information.					
4.	IC&SR may call the submitted profile for in-person interview to know their					
	skill set and competency					
5.	Any changes in manpower during the term period must be communicated					
	before two months in advance. The candidate profile needs to be shared at					
	least a month before the changes done.					
6.	The deputed candidate will follow IIT Madras norms for the leaves, holidays,					
	and other related things.					

TEMPLATES

- Name of Tendering Company/Firm (Attach certificate of registration)
- Name of Proprietor /Director of Company/Firm
- Full address of Registered Office
- Full address of Branch offices
- PAN/GIR No
- Service Tax Registration No.

Financial turnover of the tendering company/firm for the last 3 financial year(Attach required supporting documents)	Amount (Rs. Lakh)	Remarks if any
2019-20		
2020-21		
2021-22		

• Give details of the similar service handled by the tendering Company/Firm during the last three years in the below format.

SI#	Details of client along with address, telephone numbers	Type of service	Amount of Contract (Rs. Lakh)	Duration of Contract From	Duration of Contract To
1.					
2.					
3.					

- Candidate complete profile with Photo and all supporting documents for .Net MVC Developers and System Analyst
- Additional Information, if any need to attach

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

FINANCIAL BID (PROFORMA) - BILL OF QUANTITIES (BOQ)

Tender Name: Manpower Service - IT Software Developer (.Net MVC) & System Analyst Tender No. ICSR/IT/72/2022/ITSOFTWARE

It. No	Description of Position	No# of Manpower	Units	Total Amount for one year	GST Value	Total Amount with taxes in INR
1	.Net MVC Developers	2	Nos.			
2	System Analyst	1	Nos.			
	Grand Total					

Total Amount Rupees in words ______

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA – PER ITEM

Tender Reference Number:

Name of the item / Service:

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) 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, 29.05.2019and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P-45021/102/2019-BE-II-Part (1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

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

Tick (🗸	() and Fill the Appropriate Category				
	I/We[name of the supplier] hereby confirm in respect of quoted items				
	thatLocal Content is equal to or more than 50% and come under "Class-I Local Supplier"				
	category.				
	I/We[name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to 20% but less than 50% and come under "Class-II Local Supplier"				
	that Local Content is equal to 20% but less than 50% and come under "Class-II Local Supplier"				
	category.				
• The details of the location (s) at which the local value addition is made and the proportionate value of local content					
in	percentage				
Addres	SS Percentage of Local content:%				

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.]

This letter should be on the letterhead of the quoting firm and should be signed by a competent authority. Nonsubmission of this will lead to Disqualification of bids.

<u>Annexure – F</u>

(To be given on the letter head of the bidder)

No._____

Dated: _____

CERTIFICATE

(Bidders from India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

OR (whichever is applicable)

(Bidders from Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from ______ (Name of Country) and has been registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

Place: Date: Signature of the Tenderer Name & Address of the Tenderer with Office Stamp