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|  | <p style="text-align: center;"><b>INDIAN INSTITUTE OF TECHNOLOGY MADRAS</b><br/>Chennai 600 036</p> <p style="text-align: center;">Telephone: (044) 2257 4231<br/>E-mail: rajakumar@iitm.ac.in</p> |  |
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Prof. Rajakumar B  
Project Coordinator

Ref: CY/RAJ/2023/REFRIHEATCIRCULAR  
Dated: 19.05.2023

**Limited Tender No: CY/RAJ/2023/REFRIHEATCIRCULAR**

**GEM NAR ID: GEM/GARPTS/19052023/D1A3TKVY60N5**

**Due Date: 08.06.2023, 5:00pm**

**Pre-Bid meeting: - NA.**

**Bid opening meeting on Due Date: 09.06.2023, 3:00pm**

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for the supply of “**Refrigerated & Heating Circulator**” conforming to the specifications given in (**Annexure - III**).

As per the Government of India Order, only “**Class - I Local Suppliers**” and “**Class - II Local Suppliers**” **can participate in this tender.**

**Participation of Non local supplier may be subject to the limitation provided in para 4 (Exemption of Small Purchases) of DPIIT circular No.P-45021/2/2017-PP(BE-II) Dt 16.Sep.2020**

**Terms and Conditions of Limited Tender**

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

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

- 2) 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 Vendor Email ID, Contact Number, tender reference No and due date & time**) so as to reach the following address before the due date and time specified in our Schedule:

**Prof. Rajakumar B,  
Department of Chemistry,  
IIT Madras, Sardar Patel Road,  
Chennai - 600 036**

- 3) Price:** - The price should be quoted only in INR net per unit (after breakup) and must include all packing, transit insurance and delivery charges to the **Department of Chemistry**.
  - 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 custom duty exemption certificate. Relevant certificate will be issued wherever necessary.

- 4) 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.
- 5) **Terms of Delivery:** -  
Supplier will be fully responsible for the safe carriage of goods upto the Department of Chemistry, IIT Madras or a named place, as per PO. The transit Insurance coverage will be in the scope of the supplier. The Installation/Commissioning should be completed as specified in our important conditions.
- 6) **Delivery Schedule:** - The tenderer should indicate clearly the time required for delivery of the item (subject to the approval of the Executive Committee of IIT-Madras). 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, 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.
- 7) **Catalogue:** Original catalogue (not any photocopy) of the quoted model duly signed must accompany the quotation in the Technical-cum-financial bid
- 8) **Late offer:** - The offers received after the due date and time will not be considered
- 9) **Payment:** - No Advance payment will be made. However, 90% Payment against Delivery and 10% after installation are agreed to wherever the installation is involved.
- 10) **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 of India equivalent to the amount of advance payment.
- 11) **On-site Installation:** - The equipment or machinery has to be installed or commissioned by the successful bidder within the number of days (as prescribed by PI's) from the date of receipt of the item at the site of IIT Madras.
- 12) **Warranty/Guarantee:** - The offer should clearly specify the warranty or guarantee period for the machinery/equipment.  
**\*\* Note: PO which involves installation, warranty/guarantee shall be applicable from the date of installation.**
- 13) **Validity:** Validity of Quotation should be not less than **90 days** from the due date of tender
- 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 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.

17) All Amendments, time extension, clarifications etc., will be uploaded in 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 shall 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](mailto:vendorhelpdesk@icsrpis.iitm.ac.in)”.

**20) 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-IV. 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.**

**21) Selection of Successful bidder and Award of Order.**

The order will be 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 16<sup>th</sup> September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, and latest orders if any.

**22) Preference to “class I Local Suppliers”:** In case of value of goods/works exceeding Rs 5 lakh (inclusive of taxes) preference will be given to “class I 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 I Local Supplier” should agree to supply goods / provide service at L1 rate and furnish a certificate with the 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 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-I per item/service/work.**
- ‘**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 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.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**

**23) Bid Opening:** - The technical cum financial bid will be opened on **09.06.2023 3:00pm** at the **Department of Chemistry, IIT Madras.**

**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. Rajakumar B,  
Department of Chemistry  
IIT Madras, Sardar Patel Road,  
Chennai - 600 036**

**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, 29.05.2019 and 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.

| <b>Tick (✓) and Fill the Appropriate Category</b> |  |
|---|--|
| <input type="checkbox"/>                          | I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under <b>“Class-I Local Supplier”</b> category.       |
| <input type="checkbox"/>                          | 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 <b>“Class-II Local Supplier”</b> category. |
| <input type="checkbox"/>                          | I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items that Local Content is less than 20% come under <b>‘Non – Local Supplier’</b> category                      |

- The details of the location (s) at which the local value addition is made and the proportionate value of local content in percentage

Address \_\_\_\_\_ 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.  
Non-submission of this will lead to Disqualification of bids.

**Annexure – II**

**TENDER CHECKLIST – Mandatory to be filled and sent (inside the Main Bid Cover) along with Bidding Document.**

1. I have registered as a Vendor with IC&SR. (Proof to be enclosed)
2. Technical – cum - Financial Bid
3. Completed and **Signed Form of Tender**. The Form of Tender document shall be signed by a person legally authorized.
4. Completed Technical Compliance Statement.
5. Evidence of similar contracts completed/Product supplied in case if the details are requested in Annexure - III
6. Certification of Class I / Class II Local supplier to be submitted (**as a Part of technical bid) per item / service / work**
7. Land Border (Annexure – IV)
8. Authorized agent certificate from OEM is mandatory if Indian agent/Indian office of OEM is participating in this tender on behalf of OEM. (Ref. tender document pg.no. 3, Point no.4)

The above documents should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the required information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected.

Signature of the Bidder

**Annexure – IV**

(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