

No. IITDH/EE/PB/PAC/2022-23/004

September 14, 2022

NOTICE INVITING TENDER

To

M/s OPAL-RT Technologies India Pvt Ltd.,
648/A-4/5, OM CHAMBERS 100 FT ROAD,
BINNAMANGALA, Indira Nagar 1st Stage
Bengaluru, Karnataka 560038

Dear Sirs,

Sub: ASMC for PSS/E, NEVA, and GMB.

IIT Dharwad is interested in ASMC for PSS/E, NEVA, and GMB as per specifications in Annexure-I and as per the terms and conditions given below.

Terms & Conditions

1. **Price:** Kindly quote DDP price for the above items. Packing, forwarding, freight & insurance charges up to IIT Dharwad, Karnataka, should clearly be indicated wherever chargeable. Please provide the institutional discount as applicable.
2. **Deadline for bid submission:** The tender should be addressed to the Asst. Registrar (MMD), IIT Dharwad Near High Court Bench, P B Road, Dharwad-580011, India. Hard copy of the bid should reach us on or before 04.00 PM on 20/09/2022.
3. **Delivery:** Items should be delivered to IIT Dharwad, Karnataka, India – 580011, free of cost. The supplier should arrange for entire process from origin of equipment to the Stores at IIT Dharwad (including charges for safe packing, Marking & labelling, loading charges, road/air freight, insurance of goods, unloading charges, transport & unloading at buyer destination, installation, commissioning, demonstration and training; within the quoted price).

Delivery period: Within 15 days from the date of PO.

4. Support requirement: The vendor should support in installation of the software with USB licenses and provide technical support till 31st December 2022.

5. **Evaluation of Bid:**

- a) Commercial bid will be evaluated by taking into consideration the total cost of all the items quoted as per Annexure-I & Annexure-II.
- b) In case any BIDDER is silent on any clauses mentioned in the bid documents, IIT Dharwad shall construe that the BIDDER has accepted the clauses of the tender and no further claim will be entertained.
- c) No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
- d) Price Bid must be in INR only as per format given in Annexure-II

6. **Reasonability of Prices:**

- a. Please quote best minimum prices applicable for a premiere Academic Institution, leaving no scope for any further negotiations on prices.

- b. A certificate should be given to the effect that the quoted prices are the minimum and you have not quoted the same item on lesser rates than those being offered to IIT Dharwad to any other customers nor you will do so till the validity of offer or execution of the Purchase Order, whichever is later. (Annexure-III)
7. **Payment Terms:** 100% payment shall be released after successful delivery, installation, commissioning, demonstration, training, testing and receipt of Acceptance Certificate of concerned Department / Section Materials Management Division, IIT Dharwad and on submission of Performance Guarantee as per PO terms.
8. **Performance Guarantee (as per GFR 2017 Rule 171):**
- Successful bidder has to furnish 3% of the contract value as a performance security for a period of 02 months beyond the end of all warranty and maintenance contract related obligations.
 - Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects as per GFR 2017, Rule 171 and as amended from time to time.
9. **Penalty clause for late delivery:** Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange the ordered materials within the delivery period mentioned in the order unless extended with/without penalty. In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order value will be charged for delayed period.
10. **Validity Period:** Your offer should be valid for 90 days from the date of submission.
11. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its 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.
12. **Arbitration:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/ arbitration proceedings shall be concluded as under:

- If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, such disputes or

differences shall be resolved through the Indian Arbitration & Conciliation Act, 1996. The award of the arbitrator so appointed by Director, IIT, Dharwad shall be final, conclusive and binding on all parties.

- b) The venue of the arbitration shall be Dharwad, Karnataka. Notwithstanding any reference to arbitration herein,
- i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- ii) the Purchaser shall pay the Supplier any monies due the Supplier.

13. **JURISDICTION:** Any dispute will be subject to Indian law and local courts at Dharwad India only.
14. **Conditional Tender:** Conditional tender will not be accepted.
15. The acceptance of the tender will rest with the Director who does not bind himself to accept the lowest tender and reserves the right to himself to reject or partially accept any or all the tenders received, without assigning any reason.
16. The tender is liable to be rejected if any of the above conditions are not complied with.
17. Bidders should comply with the Land-border condition, issued by Dept. of Expenditure, Ministry of Finance vide OM No. F.No.6/18/2019-PPD dt. 23/07/2020 and as amended from time to time.
18. Bidders should comply with Public Procurement (Preference to Make in India) order 2017 issued vide DPIIT Order No. 45021/2/2017-B.E-II dated 15/06/2017 as amended from time to time.
19. Duly filled Table-1 along with documents as per Table-1 should be attached with the bid.
20. Duly filled signed and sealed Annexure-I to be submitted along with the bid.

Table-1

Sr. No.	Terms and Conditions	IIT Dharwad tender requirements	Response by Bidder M/s _____
1.	Unconditional acceptance to all the Terms and conditions set out herein	Declaration to be provided	
2.	Price Bid Format	As per Annexure II	
3.	Price Bid Currency	INR only	
4.	Delivery terms	as per SI No 3 of Terms & Conditions	
5.	Reasonability of Prices	provide declaration as per SI No 6 of Terms & Conditions	
6.	Support requirement	as per SI No 4 of Terms & Conditions	
7.	GST Rate (If Local supply in India)	Applicable rate @18%	
8.	Terms of Payment	as per SI No 7 of Terms & Conditions	
9.	Performance Guarantee	as per SI No 8 of Terms & Conditions	
10.	PAN	Copy of PAN to be submitted	
11.	GST	Copy of GST certificate to be submitted	
12.	Blacklisting status	Submit a declaration in this regard	

Annexure 1

Specifications

SI No.	Description	QT Y	SPECIFICATIONS OF THE QUOTED
1	Maintenance & Support of existing PSSE (3 No's) license available with IIT Dharwad along with GMB (1no's) and SSSA (2 No's) till 31st Dec'2022		

We, M/s _____ comply with the above specifications

Authorised Signatory

Annexure II

Price Bid

S. No	Description of Item & Specification	Qty	HSN Code / SAC Code	Total Bid Price* (in INR & DDP Basis)
1.	ASMC for PSS/E, NEVA, and GMB	1		
	Discount offered (if any), on base price quoted			
	Sub-Total			
	IGST / CGST / SGST @18%			
	GRAND TOTAL BID PRICE			

Authorised Signatory

Annexure III

Format for declaration by the Bidder for Reasonability of Prices

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

The Registrar
IIT Dharwad, Near High Court Bench,
P B Road, Dharwad- 580011.

Sir,

With reference to your Tender _____ dated _____ I/We _____ hereby certify that the price/s offered vide our Quotation No. _____ dated _____ is reasonable.

We further certify that the quoted prices are the minimum and we have not quoted the same item/s on lesser rates than those being offered to IIT Dharwad, to any other customers.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal