

**E-TENDER NOTICE**

The Indian Institute of Technology (Indian School of Mines) Dhanbad invites Bids from eligible, qualified, and capable manufacturer/dealer/suppliers/Service Provider for Shifting of SPM System according to the requirements as defined in the Tender document.

Sl. No	Tender No.	Particulars	Required Quantity	Amount of EMD
1.	<b>CR-INS-CPPP-053-24-25</b>	Shifting of SPM System	01	Rs.15,000

Earnest Money Deposit (EMD) in form of Demand Draft should be drawn in favour of Registrar, IIT (ISM) Dhanbad payable at Dhanbad. EMD can also be deposited in the form of a Term Deposit Receipt/Fixed Deposit Receipt/Bank Guarantee drawn in favour of Registrar, IIT (ISM) Dhanbad. A scanned copy of EMD should be uploaded on [www.eprocure.gov.in](http://www.eprocure.gov.in) along with the technical bid.

The hard copy of the same in the original is to be sent to the address mentioned below duly super scribing the Tender Number and Name on the envelope and the same must reach in the IIT (ISM) Dhanbad on or before the due date and time for the opening of technical bid. If not received within due date the bid will be rejected summarily.

Sl. No.	Description	Date	Time
1	Tender Publication Date	30.08.2024	06:30 PM
2	Pre-Bid Conference date and time	06.09.2024	11:00 PM
3	Bid submission start date and time	06.09.2024	05:30 PM
4	Bid submission end date and time	28.09.2024	05:30 PM
5	Technical Bid opening date and time	01.10.2024	11:00 AM
6	Financial Bid opening	Technically qualified bidders will be informed about date and time of opening of financial bids through CPPP.	

IIT (ISM) Dhanbad reserves the right to accept or reject the tenders without assigning any reason.

The original EMD should be sent to:

**Deputy Registrar (Purchase and Stores)**  
**IIT (ISM) Dhanbad,**  
**Distt. Dhanbad – 826004**  
**Jharkhand.**

**Deputy Registrar (Purchase and Stores)**

**IIT (ISM) Dhanbad**

## Annexure-I

### Instructions to the bidders for online bid submission

The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal to prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in>.

#### **1. Registration:**

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC's to others which may lead to misuse.
- (f) Bidder then logs in to the site through the secured log-in by entering their user ID / Password and the password of the DSC / e-Token.

#### **2. Searching for tender documents:**

- (a) 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.
- (b) 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 Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- (c) 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.

#### **3. Assistance to bidders:**

- (a) 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.
- (b) 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.

#### 4. Submission of the bid:

All interested eligible bidders are requested to submit their bids online through CPP Portal: <http://eprocure.gov.in> as per the criteria given in this document:

- a. Technical Bid should be upload **(One single pdf containing all technical documents, duly filled and signed Annexures, copy of EMD etc.)** online in cover 1.
- b. Financial Bid should be upload online in cover 2

Both Technical and Financial Bid covers should be placed online on the CPP Portal <http://eprocure.gov.in>.

#### (A) Technical bid:

Signed and Scanned copies of the Technical bid documents must be submitted online on CPP Portal: <http://eprocure.gov.in>.

**List of Documents to be scanned and uploaded with Technical Bid (Under Cover-1).  
The enclosures have to be attached in the serial order as mentioned hereunder:**

- (i) Scanned copy of EMD deposited in the form of Demand Draft, Term deposit receipt/Fixed deposit receipt drawn in favour of Registrar, IIT (ISM) Dhanbad.
- (ii) A scanned copy of the certificate mentioning the status of the Firm/Agency/Company/proprietary/ partnership (as applicable) from the competent authority.
- (iii) Scanned copy of certificate from the competent authority indicating that the Firm/Agency/Company/proprietary/partnership authorized/registered to sale/supply the tendered items i.e. MOA/ Registration Certificate etc.
- (iv) Scanned copy of PAN Card (as applicable to the type of tenderer) and Goods and Services Tax Registration Certificate.
- (v) Scanned copy of Tender Specific Authorization letter from the Original Equipment Manufacturer (OEM) in favor of the authorized agent to bid/negotiate/conclude the order against this Tender.
- (vi) Scanned copy of duly filled **Annexure-A, Annexure-B, Annexure-C, Annexure-D, Annexure-E and Annexure-F.**
- (vii) Scanned copy of duly signed and stamped **Annexure-I, Annexure-II and Annexure-III.**
- (viii) Scanned copy of Tender Document duly signed (except financial bid).

**Note: (a) All the above-mentioned documents must be scanned and merged as a single PDF along with the Technical Bid. This single PDF of Technical Bid should be uploaded under Technical Cover in CPP Portal.**

- (b) The technical bid may be summarily rejected, if these documents are not attached.
- (c) For the tender value up to Rs. 10 Crores, Self-Certificate for local content, and for the tender value above Rs. 10 Crores, Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA, must be attached.

#### (B) Financial bid:

In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified **“.xls”** format i.e. Price Bid Excel sheet attached as **‘.xls’** with the tender and based on the scope of work, service conditions and other terms of the Tender document.

## 5. Other instructions:

- (a) The detailed tender documents may be downloaded from <http://eprocure.gov.in> till the last date of submission of the tender. The tender can only be submitted online through CPP Portal <http://eprocure.gov.in>
- (b) Bids will be received only online mode through [www.eprocure.gov.in](http://www.eprocure.gov.in) up to the date & time mentioned in the E- TENDER NOTICE. No tender/bid will be accepted in physical form and any tender/bid received in such manner will be treated as non-bonafide tender/bid.
- (c) Bid will be opened on the scheduled date and time in the presence of tenderers/bidders or their authorized representatives (if any), who have uploaded their quotation/ bid and who wish to be present at the time of opening the bids.
- (d) All the bids must be valid for a period of 180 days from the last date of submission.
- (e) Bidders are requested to go through the instructions regarding filling and submission of the tender attached herewith. Bidders may forward their points on tender documents and/or depute their technical representative for discussion on tender/drawing and to clarify doubts, if any, on the stipulated pre-bid date.
- (f) Bidders shall upload a scanned copy of the Earnest Money Deposit (EMD) mentioned in the Notice of Tender and shall ensure the receipt of a hard copy of the same in the Purchase and Stores Section, IIT (ISM) Dhanbad, Distt. Dhanbad - 826004, Jharkhand, on or before the scheduled date of opening of bid. In case of failure of the same, the technical bid will not be evaluated.
- (g) In view of delays due to system failure or other communication related failures, it is suggested that the tender/bid be uploaded sufficiently in advance of the last due date and time fixed.
- (h) If any alterations to any of the condition, specifications laid down in the tender documents are found or any new condition is mentioned by the tenderer, in the tender document, such tender/bid will be rejected.
- (i) IIT (ISM) Dhanbad reserves the right to cancel the tender at any point of time without assigning any reason.

### TENDER FOR: “Shifting of SPM System”

#### TERMS AND CONDITIONS

1. The technical specifications are enclosed as **Annexure-III**. Bidders are required to go through the technical specifications carefully before submission of bids.
2. Tender Specific Authorization letter from Original Equipment Manufacturer (OEM) in favor of the bidder must be uploaded with technical bid for each item quoted.
3. The tenderer should not have been debarred or blacklisted by any Central / State Government. A self-attested certification to that effect must be uploaded with the technical bid in the prescribed format. The proforma of the certificate is enclosed with the tender as **Annexure-A**.
4. Different types of taxes levied should be quoted separately in a format as provided in the price bid. In case of consolidated prices, it will be pre-assumed that the quoted prices are inclusive of all taxes and other charges. Any taxes/charges which are not mentioned separately will be treated as included in the price quoted. No future correspondence in regard to taxes will be entertained.
5. All the bids must be valid for a period of 180 days from the last date of submission. In, exceptional circumstances, prior to expiry of the original time limit, the Institute may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.
6. **EMD Exemption:** EMD exemption shall be given to those bidders who are registered with the Central Purchase Organization or NSIC or MICRO and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by the Department of Micro and Small Enterprises (MSME). To claim the exemption, the bidder must be offering goods manufactured by themselves or providing relevant services. Exemption will not be granted in case the bidder is acting as an agent for some other vendor. Bidders are required to upload necessary certificates to claim EMD exemption.
7. **Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs).**  
Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). As per Office Memorandum No. F.7/10/2021-PPD (1) dated: 23.02.2023 issued by the Department of Expenditure (Ministry of Finance), Govt. of India, the bidder is required to submit an undertaking as per **Annexure-D**
8. **MII & Purchase Preference:**

The MII compliances shall be as per Govt. of India guidelines. Only Class-I local

suppliers and Class-II local suppliers are eligible to participate in the tender. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which bidders must declare Country of Origin of goods and percentage of Local contents in the product. The purchase preference shall be as per Govt. of India guidelines. All the bidders must upload undertaking as per **Annexure-C** with the Technical Bid.

**9. Evaluation Procedure:**

**Phase-I: Technical Evaluation**

Technical evaluation will be done based on documents submitted by the bidder in the technical bid. Hence bidders are required to enclose all relevant documents along with the technical bid. Discrepancy in relevant supporting documents shall lead to the rejection of technical bids.

**Phase-II: Financial Evaluation**

- a. Financial bids of technically qualified bidders shall only be opened.
- b. The bid will be awarded to the L-1 bidder.

**10. Delivery and Installation:**

The bidder should deliver the item within the prescribed delivery period. Any requirement for installation (if applicable) should be communicated at least one month before installation to make suitable arrangements.

**11. Liquidated damages (LD):**

The Shifting and installation should be completed within 45 days from the date of issue of the supply order. If a bidder fails to deliver services within 45 days, the Institute shall be entitled to recover as liquidated damages a sum equivalent to 1% (one percent) per week of the purchase order. The total damages shall not exceed 5% (five percent) of the value of the purchase order.

**12. Inspection:**

Institute authority will inspect the supplied item after delivery/installation, whichever is applicable. In case item is not supplied/installed (as the case may be) as per specifications of the purchase order or item is not working satisfactorily, then the same will be rejected.

**13. Payment terms:** 100% payment shall be made by NEFT/RTGS against submission of bills in triplicate, only after satisfying following conditions:

- a. Successful delivery/Installation and commissioning by supplier.
- b. Inspection and testing of the items by the Institute authority.
- c. Installation Certificate and calibration Certificate.
- d. Submission of Performance security.
- e. Submission of duly signed & stamped guarantee / warranty declaration certificate.
- f. Payment shall not be made for part supply/work.

**14. Extension of Delivery & Installation Period:**

If the supplier is unable to deliver/install and satisfactorily commission the order



within the stipulated time, for which the supplier is responsible, he is required to request in writing for the extension of the delivery period before the stipulated date of delivery. It may be extended at the discretion of competent authority with/without imposing liquidated damages. In case the supplier has failed to complete the order within the stipulated time, the Institute reserves the right to cancel the purchase order and to forfeit performance security and/or EMD.

#### 15. Guarantee / Warranty:

- a. **Minimum Guarantee / Warranty** is to be provided for **03 Months relocation and installation defect**.
- b. Guarantee / Warranty will commence from the date of the satisfactory installation/commissioning of equipment against the defect of any manufacturing and poor quality of components.

#### 16. Performance security

- a. To ensure due performance of the contract, performance security is to be furnished by the successful tenderer.
- b. The performance security should be furnished within 21 days of the award of supply order.
- c. Performance security should be for an amount of five percent (5%) of the value of the supply order.
- d. Performance security may be furnished in the form of a Demand Draft/ Fixed Deposit Receipt / Bank Guarantee from a commercial bank in favour of Registrar IIT (ISM) Dhanbad, payable at Dhanbad.
- e. Performance security should remain valid for a period of 05 (Five) Months from date of the Successful Installation. The performance security will be refunded without any interest, provided that the performance is satisfactory.

#### 17. Refund of EMD

- a. EMD will be refunded without any interest to the successful tenderer on receipt of performance security.
- b. The tenderer, who are not qualified for the tender either in technical bid or on any other grounds, their EMD will be refunded within 30 days from the award of the contract.
- c. If supply order is placed and the successful tenderer fails or refuses to supply the item, in such case the EMD will be forfeited.

#### 18. Cancellation of tender

IIT (ISM) Dhanbad reserves the right to cancel the tender at any point of time without assigning any reason.

#### 19. Legal

Any dispute with regard to the meaning, effect or interpretation of any clause of this contract/agreement shall be referred to the sole Arbitrator i.e. Director, IIT (ISM) Dhanbad who would act as the sole Arbitrator and proceedings of such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of Arbitration shall be IIT (ISM) Dhanbad only and the language shall be English only. In case of litigation, if any, the District Court of Dhanbad (Jharkhand) shall have the jurisdiction for any such litigation.

**Technical Specifications of the Item**

- To shift and install the whole SPM System (Dimension Icon and Multimode AFM)
- Labour and relocation



**SELF-CERTIFIED DECLARATIONS FOR TAKING PART IN TENDER**

- a. Regarding blacklisting / debarring
- b. Insolvency

1. I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency / Company, namely M/s \_\_\_\_\_ has not been declared as **insolvent** by the Central/State Government or any other Organization.

**AND**

2. I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency / Company, namely M/s \_\_\_\_\_ has not been **blacklisted or debarred** in the past by the Central/State Government or any other Organization from taking part in Government tenders in India.

**OR**

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm/Agency/Company, namely M/s \_\_\_\_\_ was **blacklisted or debarred** by \_\_\_\_\_ (Name of organization) from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is expired and now the Firm/Agency/Company is entitled to take part in Government tenders.

In case the above information is found to be false at any point of time, I / We am/are fully aware that the IIT (ISM) Dhanbad can cancel the purchase order and forfeit the EMD. Further, I will not claim any payment for any supplied item against cancelled purchase order.

**Date:**

**Place:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Stamp:**

**Declaration for Local Content**

**(To be given on Company Letter Head)- For the item value below Rs.10 Crores)**  
**(To be given by the Statutory Auditor/Cost Auditor/Cost Accountant/CA for the item value above Rs.10 Crores)**

Date: \_\_\_\_\_

To,  
 The Director,  
 IIT (ISM) Dhanbad.

Sub: Declaration of Local content.

Tender No: **CR-INS-CPPP-053-24-25**

Name of offered the services:

In accordance with the order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June, 2020, I hereby declare that

- i) I am aware of the Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June, 2020 and abides by the same.
- ii) I declare that for this tender, I am a **Class-I local supplier / Class-II local supplier / Non-local supplier** (Strike out whichever is not applicable) and classification is based on local content of goods/services/work offered by bidder in this tender.
- iii) **Local content (in percentage) for offered item is: \_\_\_\_\_%**  
**Whereas 'Local Content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- iv) The local content for all inputs which constitute the said goods/services/works has been verified and bidder is responsible for the correctness of the claims made therein. I am fully aware that false declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- v) Details of items, amount and location(s) at which the local value addition is made:

Sl. No.	ITEM (S)	AMOUNT	LOCATION(S)
1.			
2.			
3.			
4.			
5.			

Yours Faithfully,

(Signature)  
 Seal

**Annexure-C**

**Certificate by the bidder**  
**(To be given on Company Letter Head)**

Date: \_\_\_\_\_

To,  
The Director,  
IIT (ISM) Dhanbad.

Subject: Undertaking regarding type of bidder.

Reference: Office Memorandum No. F.7/10/2021-PPD (1) dated: 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

Tender No. **CR-INS-CPPP-053-24-25**  
Name of Tender: "Shifting of SPM System"

Sir,

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached.]
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached.]"

**Yours Faithfully,**

**(Signature of the Bidder)**  
**Seal**

**Tender Acceptance Letter**  
**(To be given on Company Letter Head)**

To,  
The Director,  
IIT (ISM) Dhanbad.

Subject: Acceptance of Terms & Conditions of Tender.

Tender No. **CR-INS-CPPP-053-24-25**  
Name of Tender: "Shifting of SPM System"

Sir,

1. I / We hereby certify that I/we have read the entire tender document including all annexures. I/we have read all the terms and conditions of the tender documents. I/we hereby undertake that I/we shall abide by the terms/conditions/clauses mentioned in the tender document.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by me/our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the Earnest Money Deposit.

**Yours Faithfully,**

**(Signature of the Bidder)**  
**Seal**

**Price Fall Clause Certificate**  
(To be given on Company Letter Head)

I/We\_\_\_\_\_undertake that we have not offered to supply / supplied / are not supplying same or similar product / service systems or sub systems at a price lower than that offered against the **Tender No. CR-INS-CPPP-053-24-25** in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

**I/We also accept that:**

1. I/We have to submit a copy of the last (latest) purchase order for the similar/ordered item/service(s) received from any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization.
2. We will inform the purchaser of offer to supply/supply of the similar/ordered item/service(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

Date:

Signature of the Tenderer

Seal of the Firm

**BID/TENDER SPECIFIC AUTHORIZATION LETTER**  
**(To be given on Company Letter Head)**

To,  
The Director  
IIT(ISM), Dhanbad.

Tender No.: **CR-INS-CPPP-053-24-25.**  
Name of Tender: "Shifting of SPM System"

Services Name: \_\_\_\_\_.

Sir,  
1. We, \_\_\_\_\_, who  
are established and reputable manufacturers of \_\_\_\_\_ having factories at  
\_\_\_\_\_ and \_\_\_\_\_ hereby  
authorize \_\_\_\_\_ (Name of  
Authorized Dealer/Distributor/Supplier) to bid, negotiate and conclude the contract with IIT  
(ISM) Dhanbad against this tender for the above goods manufactured by us.

2. No company or firm or individual other than \_\_\_\_\_ are  
authorized to bid, negotiate and conclude the contract in regard to this business  
against this specific tender.

3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual  
Maintenance Contract as agreed by the bidder in the event the bidder is changed as the  
dealers, or the bidder fails to provide satisfactory after-sales and service during such period  
of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply  
all the spares/accessories/consumables etc. during the said period.

4. We hereby extend our full guarantee and warranty as per the conditions of the tender for  
the goods bided for supply against this tender by the above firm.  
The authorization is valid up to \_\_\_\_\_

Yours faithfully,

(Signature of the Tenderer)

For and on behalf of M/s. \_\_\_\_\_

(Name of manufacturers)/Principal

Seal: