

Indian Institute of Technology Palakkad

भारतीयप्रौद्योगिकीसंस्थानपालक्काड

STORES & PURCHASE SECTION

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Tender No. TENDER/2022-23/291 Date of Publication: 18-04-2023 Date/Time of Closing: 02-05-2023, 15:00 hours

Indian Institute of Technology Palakkad Invites Tender under Two-bid system for the:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DESKTOP AND LAPTOP FOR RESEARCH SCHOLARS

Conforming to the specifications as in BoQ Technical.

Tender Documents may be downloaded from the e-Wizard Portal https://mhrd.euniwizarde.com/. Aspiring Bidders who have not enrolled/registered in e-Wizard should enroll/register before participating through the website https://mhrd.euniwizarde.com/. Bidders are advised to go through the instructions provided at "Procedure for Submission of E-tender". [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Wizard Portal"].

Bidders can access tender documents on the website. For searching in the site, kindly go to Live Tenders option, Click "Advance Search" and select Department as 'IIT Palakkad'. Thereafter, Click on "Search" button to view all IIT Palakkad tenders. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website https://mhrd.euniwizarde.com/ as per the timeline below.

No manual bids will be accepted. All tender documents including Techno-Commercial, Technical and Financial bids should be submitted in the e-Wizard portal.

S. No.	Events	Date and Time
1	Publication of the Tender Document	18-04-2023
3	Last Date/Time for submission of ONLINE Bids	02-05-2023, 15:00 hours
4	Opening of Technical Bids	02-05-2023, 15:15 hours

Note:

- 1. The bidder should be a Class-I / Class-II Local Supplier meeting the requirement as per the Order No. P-45021/2/2017-PP (BE-II) issued by the Public Procurement Section, DPIIT, Ministry of Commerce and Industry, GOI dated 16-09-2020.
- 2. Bidders other than Class-I / Class-II Local Suppliers, who may participate in this tender, may be doing so at their own risk. Such bids would not be considered and rejected outright

TERMS AND CONDITIONS

1	GENERAL	(a) The responsibility of submission of the bids on or before the last date
		shall rest with the tenderer. The institute will hold no responsibility for
		the non-receipt of the bids or the bids received after the date/time
		specified. Any bid received by IITPKD after the bid submission deadline
		prescribed by IITPKD, shall be rejected and returned unopened to the
		Bidder.
		(b) Canvassing or offer of an advantage or any other inducement by any
		person with a view to influencing acceptance of a bid is an offence under
		the Laws of India. Such action will result in the rejection of bid, in
		addition to other punitive measures.
		(c) Each bidder shall submit only one bid, either by himself or as a partner
		in a joint venture or as a member of the consortium. If a bidder or if any
		of the partners in a joint venture or any one of the members of the
		consortium participate in more than one bid, the bids (of both the
		individual and the partnership/consortium/joint venture) are liable to be
		rejected.
		(d) The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or
		-
		liable for those costs, regardless of the conduct or outcome of the tender
		process.
		(e) HTPKD will respond to any request for clarification or modification
		of the Tender Document that are received up to TWO DAYS prior
		to the deadline for submission of bids prescribed by IITPKD. For
		this purpose, the prospective bidder(s) requiring clarification in the
		Tender Document shall notify IITPKD through the ONLINE Portal
		ONLY. Any such clarification, together with all the details on which
		the clarification had been sought, will be published in the ONLINE
		Portal ONLY. Deviations, if any, observed by the Institute in the
		submitted bids, from the Terms and Conditions of the Tender
		Document will not be accepted by the Institute. (f) Except for any such elerification by the Institute, which is expressly.
		(f) Except for any such clarification by the Institute, which is expressly
		stated to be an addendum to the tender document issued by the Registrar,
		IIT Palakkad, no written or oral communication, presentation or
		explanation by any other employee of any of the Sections/Departments
		of the Institute, shall be taken to bind or fetter the Institute.
		(g) The bidder is expected to examine all instructions, forms, terms and
		conditions in the Tender Document. In the event of discovery of any
		missing pages, the bidder shall inform the same to the Section/
		Department concerned. Failure to furnish the information required by the
		Tender Document or submission of a tender not substantially responsive
		to the Tender Document in every respect will be at the bidder's risk and
		may result in rejection of the bid.
		(h) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
		(i) The Supplier shall not, without the prior written consent of the IITPKD,
2	COMPOSITION OF THE	assign to any third party, the Contract or any part thereof.
2	COMPOSITION OF THE TENDER DOCUMENT	(a) The Tender Document comprises of: Instruction to the hidders including terms and conditions
	I ENDER DUCUMENT	Instruction to the bidders including terms and conditions 1. Technical Specifications (Annexure-I)
		1 '
		 Undertaking by the Bidder (Annexure-II) Fall Clause Notice Certificate (Annexure-III)
		 Annexure regarding Blacklisting/Debarment (Annexure-IV) Self Declaration – MII Order (Annexure-V)
2	DOCUMENTS	` /
3	DOCUMENTS	(a) The Technical, Techno-commercial and Commercial Bids (Cover

through the e-Wizard Portal. (b) Bids submitted in any mode other than ONLINE will be rejected outright. (c) Documents establishing the conformity of the terms and conditions of the Tender Document shall be provided along with the bid. The offer/bids should be sent only for a system or that is available in the product and conditions of the terms are the terms and conditions of the terms are the terms are the terms and conditions of the terms are the terms ar
outright. (c) Documents establishing the conformity of the terms and conditions of the Tender Document shall be provided along with the bid. The offer/bids should be sent only for a system or that is available in the
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module and sometimed to a momban of souteness. A list of souteness is
market and supplied to a number of customers. A list of customers in
India and abroad with details must accompany the quotations
Quotations for a prototype machine will not be accepted.
(d) Original catalogue (not any photocopy) of the quoted model duly signed
by the principals must accompany the quotation in the Technical bid. No
prices should ever be included in the Technical bid.
(e) Compliance or Confirmation report with reference to the specifications
and other terms and conditions should also be obtained from the
principal.
(f) Information related to the agency/bidder such as photocopies of the
Registration/PAN/GST/TIN shall be furnished.
(g) The technical bid should consist of all technical details along with
commercial terms and conditions. No prices should be included in the
technical bid. Mentioning of Prices in the Technical Bid shall lead to
<u>DISQUALIFICATION.</u>
(h) Bidders who are bidding for this tender,
1) Should have implemented at least THREE ORDERS of DESKTOI
AND LAPTOP during previous THREE financial years (2019-20)
2020-21, 2021-22) from Centrally Funded Technical Institutes (IITs
NITs, IISc, IISER), DRDO, ISRO, CSIR labs or Government Firm
in India. Copies of the most recent purchase orders and use
certificates of successful implementation must be included. Copies of
financial statements or evidence of turnover must be furnished.
2) Should have an Average Annual Turnover of Rs 84,00,000 /
(RUPEES EIGHTY-FOUR LAKHS ONLY) during the las
THREE financial years (2019-20, 2020-21, 2021-22). The bidde
shall enclose the audited statements of the indicated financial years
which should have been certified by a Chartered Accountant or a
Competent Authority.
3) Should submit Digitally signed Tender Document in Cover One.
4 EARNEST MONEY (a) The bidder shall furnish EMD of Rs. 56,000/- (RUPEES FIFTY-SIX
DEPOSIT (EMD) THOUSAND ONLY) through online payment gateway in the E
Wizard.
(b) Bids not accompanied by EMD shall be DISQUALIFIED.
5 PERFORMANCE (a) The performance security shall be submitted within FIFTEEN DAYS o
SECURITY receipt of the material by the IITPKD. The successful bidder shall
furnish the Performance Security equal to 5% of the order / contrac
value (excluding the value of annual maintenance charges). The
Performance Security shall be valid all along the warranty period and
shall extend upto SIXTY DAYS after the date of completion of warranty
period. It shall be ensured by the successful bidder that the validity of the
Performance Security submitted is extended depending on the date o
commencement of the Warranty.
(b) The performance security shall be a bank guarantee (in the format a
provided) issued by the Indian Scheduled bank acceptable to the IITPKI
or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY
PALAKKAD payable at PALAKKAD.
(c) The performance security shall automatically become null and void once
all the obligations of the Supplier under the Contract have been fulfilled

		including, but not limited to, any obligations during the Warranty Period
		and any extensions to the period. The performance security shall be
		returned to the Supplier not later than fifteen (15) days after its
		expiration.
		(d) Failure of the successful Bidder to comply with the requirements shall
		constitute enough grounds for the annulment of the award and forfeiture
		of the EMD, in which event the IITPKD may make the award to the next
		lowest evaluated bid submitted by a qualified Bidder or call for new
	DVD DDVGEG AND	bids.
6	BID PRICES AND	(a) Prices must be quoted separately for each equipment/item identified.
	CURRENCY	(b) Price quoted for equipment/items shall include all the costs
		associated with packing, local transportation from the point of
		clearance to HTPKD, insurance, loading, unloading and associated
		delivery charges. The delivery shall be on DOOR DELIVERY basis
		to the institute including its installation, commissioning, integration
		and validation. It is the sole responsibility of the supplier to ensure
		that the equipment is delivered on DDP mode to IIT Palakkad. An
		undertaking to this effect as in Annexure-II.
		(c) Prices quoted by the bidder shall be fixed during the validity of the bid.
		(d) Prices of the equipment/items shall be quoted in Indian Rupees
		(INR) / Foreign Currency.
7	LETTER OF CREDIT	(a) Upon the successful Bidder's furnishing of the copy of the Purchase
		Order duly signed on each page and the Performance Security, for the
		equipment ordered in foreign currency, IITPKD will open a letter of credit
		(LC) in a convenient Nationalized Bank in India. For opening of LC
		necessary information shall be provided by the supplier or its authorized
		agents.
		(b) In case the successful bidder is a foreign company and wishes to submit
		Performance Security in the form of Bank Guarantee, the Bank Guarantee
		should be routed through the Beneficiary Bank to the end user bank.
		Otherwise, the Indian Agent of the foreign vendor shall submit a Bank
		Guarantee from a Nationalized Bank of India. The following documents shall
		be submitted in case of an Indian agent submitting the Performance Security
		on behalf of his principal:
		• Foreign principal's proforma invoice indicating the commission
		payable to the Indian agent and nature of after-sales service to be
		rendered by the Indian agent.
		• Copy of the agency agreement with the foreign principal and the
		precise relationship between them and their mutual interest in the
		business.
		(c) For imported equipment, a Letter of Credit (LC) shall be opened for
		100% CIP price on receipt of the acknowledgment of the purchase order.
		However, 80% of the LC amount only shall be released on proof of the
1		shipment of the consignment with necessary documents to be provided in
		detail at the time of placing of the purchase order. Balance 20% of the LC
		amount shall be released upon the receipt of a performance security of 5% of
		the total value of the purchase order and installation, commissioning,
		integration, validation and installation report/certification jointly given by the
		end user and the supplier.
		Any costs associated with the amendments made in the LC as per the
		request made by the Supplier's should be borne by the supplier.
		Any fluctuation in rates / rate conversions arising due to the amendment
1		requests made by the supplier shall be on the supplier and not on the
		institute.
8	PERIOD OF VALIDITY	(d) Bids shall remain valid for a period of 180 DAYS after the date of the
	OF BIDS	deadline for submission of bids prescribed by IITPKD.
<u> </u>	OF DIDO	acadinic for submission of olds presented by ITTERD.

		(e) If the deadline is extended due to unforeseen circumstances, the bid	
		validity shall be deemed to have extended accordingly.	
9	TIME FOR SUPPLY, INSTALLATION, COMMISSIONING AND VALIDATION OF THE EQUIPMENTS/ITEMS	 (a) The Supplier shall supply the equipment/items within the period specified in the tender document i.e. within 04 WEEKS of signing the purchase order or within the period mutually agreed between IITPKD and supplier. All the equipment and accessories should be delivered at, IIT PALAKKAD, ACADEMIC BLOCK, AHALIA INTEGRATED CAMPUS, KOZHIPARA, PALAKKAD – 678 557. (b) The Supplier shall thereafter proceed with the installation, commissioning, integration and validation and demonstrate operational acceptance of the equipment/items within the period specified. The equipment/items shall be installed and commissioned by the successful bidder within 20 to 25 days from the date of its receipt. (c) The tenderer should indicate clearly the time required for delivery of the item. 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. (d) In the event of failure of supply of the item/equipment/items within the stipulated delivery schedule, IITPKD has all the right to purchase the 	
		item/equipment/items from other sources on the total risk of the Supplier	
10	PRODUCT UPGRADES	under the risk purchase clause.	
10	PRODUCT UPGRADES	The Supplier shall continue to support and maintain the version/model of the Equipment supplied by upgrading the software and the hardware as and when amendments are carried out in the existing version or the product is upgraded. Whereas upgrades to the software shall be supplied free of cost, the Supplier may charge for upgrade in hardware provided it is of major nature. An upgraded higher version of the instrument and software related with the instrument shall be	
11	PENALTIES	supplied. If the Supplier fails to complete any of the activities in accordance with the time	
	LEWILLE	specified for it, or any extension of time granted by IITPKD, Liquidated Damages Clause shall be invoked.	
12	UP-TIME GUARANTEE/	(a) The Supplier should provide up-time guarantee of 95% [24 (hours) X 7 (days)	
	DOWNTIME PENALTY	X 365 (days)] basis during the warranty period.	
	CLAUSE	(b) The Supplier should provide up-time guarantee of 95% (24 hours/day basis) both during warranty. If downtime exceeds the 5% limit, extension of the warranty period will be twice the excess down time period.	
13	LIQUIDATED	If a firm accepts an order and fails to execute the order, in full or part, as per	
	DAMAGES	the terms and conditions stipulated therein, it will be open to the Institute to recover liquidated damages from the firm at the rate of 1% of the value of the undelivered goods per month or part thereof, subject to a maximum of 5% of the value of the undelivered goods. It will also be open to the Institute alternatively, to arrange procurement of the required stores from any source, at the risk and expense of the firm, accepted and failed to execute the order according to stipulations agreed upon. This will also entail the removal of the defaulters' name from the approved/registered list of Suppliers.	
14	EFFECT OF FORCE MAJEURE	 (a) If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within FIFTEEN DAYS after the occurrence of such event. (b) The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to IITPKD's right to terminate the Contract. (c) No delay or non-performance by the Supplier caused by the occurrence 	

		of any event of Force Majeure shall: i. Constitute a default or breach of the Contract; ii. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance. (d) If the performance of the Contract is substantially prevented, hindered,
		or delayed for a single period of more than THIRTY DAYS or an aggregate period of more than SIXTY DAYS on account of one or more events of Force Majeure, the IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.
15	EXTENSION OF TIME LIMITS FOR SUPPLY AND MAKING OPERATIONAL, THE EQUIPMENT	 (a) The time limit for supply, installation & commissioning, integration & validation shall be extended if the supply is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: Any occurrence of Force Majeure; Any other matter specifically mentioned in the Contract; (b) By such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
16	GOVERNING LAW AND SETTLEMENT OF DISPUTES	 (a) The Contract shall be governed by and interpreted in accordance with the laws of India. (b) Any dispute or claim arising out of/relating to this Contract of the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad. (c) The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as in Annexure-II. (d) IITPKD reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.

AWARD OF CONTRACT

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1	AWARD CRITERIA	 IITPKD will award the Contract to the Bidder whose bid has been determined to be substantially responsive and apper the Order No. P-45021/2/2017-PP(BE-II) dated 16 09-2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section) Ministry of Commerce and Industry, Govt. of India. The bidder should be a Class-I / Class-II Local Supplie meeting the requirement of minimum 20% Local Conten in line with the Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-PP(BE-II) dated 16-09-2020. The Institute reserves the right to buy different items/quantities from different bidders considering price of individual/group of equipment/items or any other factors as decided by the Committee.
2	AWARD OF PURCHASE ORDER	1. Prior to the expiration of the period of bid validity
		IITPKD will issue the Letter of Intent / Purchase Order to
		the successful Bidder in writing.
		2. Any amendment(s) in the Purchase Order will be permitted
		within SEVEN DAYS of its issuance. No amendments
		will be permitted beyond this period.3. The Purchase Order will constitute the foundation of the
		Contract.
3	CONTRACT AGREEMENT	Within SEVEN DAYS of receipt of the Purchase Order
		the successful Bidder shall sign and date its copy on each
		page and return it to the Purchaser.
		2. Copy of Purchase Order duly signed and dated by the
		successful Bidder on each page shall constitute the
	CONTENT OF PROPERTY OF	Contract Agreement.
4	CONTRACT DOCUMENTS / AMENDMENT TO CONTRACT	1. All documents forming part of the Contract (and all part of these documents) are intended to be correlative
	AMENDIMENT TO CONTRACT	complementary and mutually explanatory. The Contract
		shall be read as a whole.
		2. The order of precedence of the Contract documents shall
		be as follows:
		(i) Contract Agreement/Purchase Order
		(ii) All Forms/Annexures
		(iii) equipment/items and their requirement
		(iv) Supplier's Bid
		(v) Tender Document3. No amendment or other variation of the Contract shall be
		effective unless it is in writing, is dated, expressly refers to
		the Contract and is signed by a duly authorized
		representative of each party to the Contract.

REGISTRAR

Name of the Item:	Desktop and Laptop for research scholars 2022 August Batch
Quantity:	Desktop- 15, Laptop - 13
Warranty Period:	5 Years

TECHNICAL SPECIFICATIONS

S. No.	Items	IIT PKD required Specification
1.	Desktop -15	Processor : Core # 8, Thread# 16, Base Clock 3.6 GHz or Higher,
	Nos	12 MB Cache.
		Memory - 32GB DDR4
		HDD- 1 TB and SSD -512 GB or better
		Graphics Card: 2GB dedicated
		Networking - 802.11ac, bluetooth, Gigabit Ethernet with PXE
		support.
		Monitor - 23.8" / 24"
		Full HD LED, IPS with VGA, HDMI and DP Ports
		Optical Mouse - wired
		Standard Keyboard - wired
		Ports - USB 2.0, USB 3.0 (4 nos), USB Type C (1 No.), Audio
		IN/OUT
		Operating System - Linux/FreeDOS
		Form Factor: SFF
		Warranty - 5 years onsite warranty From OEM.
		Installation - Inclusive
		Power Cord- Indian standard
		The keyboard, mouse and the monitor should be from the same
	<u> </u>	OEM as that of the system.
2.	Laptop- 13	Core i7-Memory 16GB-DDR4
	Nos	1TB SSD or better
		FreeDOS/Linux-14" HD or better
		Warranty - 5 years onsite warranty including Battery warranty from
		OEM.

<u>UNDERTAKING BY THE BIDDER</u> (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

We here by accept all the Terms and Conditions of the Tender Document and strictly adhere to the same in the event of getting Purchase order. We also declare that the Technical and Financial Bids submitted by us has NO DEIVATION from the Tender Terms and Conditions.

We hereby accept that the PRICES OF THE EQUIPMENTS/ITEMS QUOTED ARE AS PER THE INCOTERMS 2022 - DDP MODE, IIT PALAKKAD AND CLAUSE NO.6 OF THE TENDER DOCUMENT.

DOCUMENT.
We hereby undertake that there are pages, serially numbered, in the submitted tender including the supporting documents. (Please serially number all the pages including blank page, if any).
We have submitted our principal's exclusive authorization letter which is specific for this tender Nodated
Note: This letter should be on the <u>letterhead of the quoting firm</u> and should be signed by a Competent Authority.
ANNEXURE-III
FALL CLAUSE NOTICE CERTIFICATE (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)
This is to certify that we have offered the maximum possible discount to you in our Quotation No dated (Please do not reveal the prices here, which will lead to outright
The prices charged for the Stores supplied under tender should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Central Govt., /State Govt. Autonomous bodies/Central/state Universities/Central/State Educational Institutions, failing which the "FALL CLAUSE" will be applicable. The institute will look into a reasonable past period to ensure this. In case, if the price charged by our firm is found to be more, IIT Palakkad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.
Note: This letter of authority should be on the <u>letterhead of the quoting firm</u> and should be signed by a Competent Authority and having the power of attorney.
ANNEXURE-IV
UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT Tender No
To, M/s. Indian Institute of Technology Palakkad Ahalia Integrated Campus, Kozhipara, Palakkad, Kerala 678623
We hereby confirm and declare that we, M/s $_$ are not blacklisted/ De-registered / debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.
For Company Name and Seal Authorised Signatory
Note: This letter should be on the <u>letterhead of the quoting firm</u> and should be signed by a Competent

Authority.

FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

Format for Affidavit of Self-Certification regarding Minimum Local Content in line with "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)

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) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 - BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and
That the local content for all inputs which constitute the said goods/services/works 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 manufacturer] hereby confirm in respect of quoted items(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" category.
category. I/We [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" category.
I/We[name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is less than or equal to 20% come under "Non-Local Supplier" category.
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.]