

	<p style="text-align: center;">INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036</p> <p style="text-align: center;">Telephone: [044] 2257 9798/9723 E-mail: arpp@iitm.ac.in/tender@imail.iitm.ac.in</p>	
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V. Sathyanarayanan
Senior Manager (Project Purchase)

Ref: MEC/TSUR/ISEHC/073/2019

Date: 08.03.2019

Open Tender No: MEC/TSUR/ISEHC/073/2019

Due Date: 29th March 2019, 2:00 PM

Pre-Bid meeting: - 18th March 2019, 3:00 PM at Department of Physics, IIT Madras

Technical Bid opening meeting: 29th March 2019, 3:00 PM at Department of Physics, IIT Madras.

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for undertaking turnkey project for "**Design, Fabrication, Erection and Commissioning of LFR Thermal Receiver System and Integration with Biomass Boiler, Steam Turbine cum Generator, Desalination Unit, Space Cooling and Cooking**" conforming to the specifications given in Annexure II.

Vendor satisfying the pre-qualification criteria alone need to respond to the tender please. For more information refer the Pre-qualification document in Annexure I.

Instructions to the Bidder

- I. **Preparation of Bids:** - The tenders should be submitted under two-bid system (i.e.) Technical bid and Financial bid.
- II. **Delivery of the tender:** - The tender shall be sent to the addresses mentioned below, either by post or by courier so as to reach our office before the due date and time specified in our schedule. The offer/bid can also be dropped in the tender box on or before the due date and time specified in the schedule.

The tender box is kept in the office of the:

**Senior Manager,
Project Purchase,
IC & SR Building 2nd floor,
I.I.T. Madras,
Chennai - 600 036.**

- III. **Opening of the tender:** - The offer/bids will be opened by a committee duly constituted for this purpose. The technical bids will be opened first and will be examined by a technical committee which will decide the suitability of the bids as per our specifications and requirements. All bidders will be invited for opening of the technical bids. With respect to opening the financial bid, only technically qualified bidders will be called.
- IV. **Clarity in quoting of bids:-** The project involve a large scope of work hence all the bid prices should be quoted in net unit (after breakup) and must include all designing, construction, packing, delivery,

transportation and installation charges as per the technical details of the tender. Before submitting the bid, the bidder shall visit, inspect and examine the site and its surroundings. The bidder has to submit in writing that he has indeed visited, inspected and examined the site and its surrounding. The bidder shall visit the site and evaluate the site conditions of operation at his own cost. The bidder shall carry out energy audit (steam cooking, cooling and electrical) for Pathashaala campus in coordination with IITM and Pathashaala management. The bidder before tendering should clearly understand the scope of supply and work and no claim subsequently on account of ignorance shall be entertained. Any further clarification required to be sought from the I.I.T. Madras well in advance prior submitting the bid for the offer.

Bidder has to provide specific date for visit at site to IITM project office. Office will convey contact of local person and other arrangements as required.

Project Site address: Pathashaala campus, The Chennai Education Centre, Pathasalai Street, Vallipuram, Thirukazhukundram Taluk, Kancheepuram District. Pin code - 603 405, Tamil Nadu. Latitude and longitude of the location are 12.57°N, and 79.98°E.

- V. **Prices:** - The price should be quoted in net per unit and must include all packing and delivery charges to the **Project Site**. The offer/bid should be exclusive of taxes and duties. The percentage of tax & duties should be clearly indicated separately. Kindly note that IIT Madras is eligible for concessional GST and relevant certificate will be issued.

In case of import supply, the price should be quoted without custom duty. IIT Madras is exempted from levy of IGST on Imports and eligible for concessional custom duty (not exceeding 5%) and the price should be quoted on EX-WORKS and CIP basis indicating the mode of shipment.

- VI. **Agency Commission:** - Agency commission, if any, will be paid to the Indian agents in rupees after receipt of the equipment and its satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in the tender document even in the case of 'Nil' commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent. The foreign Principal should indicate the percentage of payment and it should be included in the basic price quoted originally (if any)..
- VII. **Terms of Service:** - The site will be offered on **AS IS WHERE IS** for the execution of this project. So the terms of service includes various concrete constructions for the project, design, fabrication, erection and commissioning of various components, systems and sub-systems at the project site. The project has to be undertaken as per the tender enquiry. In case of import supply of any equipment, raw material or component, the direct delivery to the project site has to be undertaken and at the cost of the supplier to our Institution.
- VIII. **Technical Bid Opening:** The technical bid will be on 29th March 2019, 3:00 PM at the **Department of Physics, IIT-Madras**. The financial bids of those tenders who are technically qualified will be opened at a later date under intimation to them.
- IX. **IIT Madras** reserves the full right to accept / reject any tender at any stage without assigning any reason.

Yours sincerely,


V. Sathyanarayanan
Senior Manager (Project Purchase)
IC&SR Building, I.I.T. Madras,
Chennai - 600 036

SCHEDULE

Important Conditions of the tender

1. The due date for the submission of the tender is **29th March 2019, 2:00 PM**

The offers / bids should be submitted in two bids systems (i.e.) Technical bid and financial bid. The Technical bid should consist of all technical details / specifications only. The Financial bid should indicate item-wise price for each item and it should contain all Commercial Terms and Conditions including Taxes, transportation, packing & forwarding, installation, guarantee, payment terms, pricing terms etc. The Technical bid and financial bid should be put in separate covers and sealed. Both the sealed covers should be put in a bigger cover. The Open Tender for the purpose of "**Design, Fabrication, Erection and Commissioning of LFR Thermal Receiver System and Integration with Biomass Boiler, Steam Turbine cum Generator, Desalination Unit, Space Cooling and Cooking**" should be written on the left side of the Outer bigger cover.

2. **EMD: - The EMD in the form of account payee DD for 2% value of the item in favor of Registrar IIT Madras should be enclosed in the cover containing financial bid.** Any offer not accompanied with the EMD shall be rejected summarily as non-responsive.

The EMD of the unsuccessful bidders shall be returned within 30 days of the end of the bid validity period. The same shall be forfeited, if the tenderers withdraw their offer after the opening during the bid validity period. The Institute shall not be liable for payment of any interest on EMD. EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME).

3. **Performance Security: -** The successful bidder should submit Performance Security for an amount of 5% of the value of the contract/supply. The Performance Security may be furnished in the form of an Account Payee DD, FD Receipt from the commercial bank, Bank Guarantee from any nationalized bank in India. **The performance security should be furnished within 21 days from the delivery 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 through the Beneficiary Bank to the end user bank. Otherwise, the Indian Agent of the foreign vendor has to submit a Bank Guarantee from a Nationalized Bank of India.

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.

4. **Indian agent:** If an Indian agent is involved, the following documents must be enclosed:

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.

5. The offer/bids should be sent only for a machine that is available in the 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.

6. 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.
7. Documentary proof for the claimed position and repetition accuracies must be obtained from the principals and submitted along with the relevant pages of the standards.
8. Compliance or Confirmation report with reference to the specifications and other terms & conditions should also be obtained from the principal.
9. **Validity:** Validity of Quotation not less than 90 days from the due date of tender.
10. **Delivery Schedule:** -The tender should indicate clearly the time required for undertaking complete project in all respects including successful commissioning. The detail schedule of the project must be clearly indicated and it is subjected to the executive committee of IIT Madras approval. In case there is any deviation in the project schedule, liquidated damages clause will be enforced or penalty for the delayed project completion will be levied.

If there is delay, the penalty will be @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 IITM, the PO would be cancelled and liquidated damages will be enforced.
11. **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.
12. **Payment:-**
 - (i) No Advance payment will be made for Indigenous purchase. However 20% of the purchase order value after the acceptance of design , drawings and related engineering documents of the supply items, 30% of the order value against receipt of supply items at site after physical verification and inspection by IITM. 30% of the order value against demonstration of power generation and remaining 20% after integration and testing of all other subsystems.
 - (ii) **Advance Payment:** No advance payment is generally admissible. In case of specific percentage of advance payment is required, the Foreign Vendor has to submit a Bank Guarantee equal to the amount of advance payment and it should be routed through the Beneficiary Bank to the end user Bank. Otherwise, the Indian Agent of the foreign vendor has to submit a Bank Guarantee through a Nationalized Bank of India.
13. **On-site Installation:** - The equipment or machinery has to be installed or commissioned by the successful bidder post undertaking complete concrete constructions as per the project plan and design within the stipulated time frame of the project.
14. **Warranty/Guarantee:** - The offer/bid should clearly specify warranty or guarantee period for the machinery/equipment/systems/sub-systems and construction undertaken etc. Any extended warranty offered for the same has to be mentioned separately.
15. **Late offer:** - The offers received after the due date and time will not be considered. The Institute shall not be responsible for the late receipt of Tender on account of Postal, Courier or any other delay.

16. **Acceptance and Rejection:** - I.I.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.

17. **Do not quote the optional items or additional items unless otherwise mentioned in the Tender documents / Specifications. The quotes should comprehensively cover all the relevant equipment/components, construction and installation charges in the specified manner.**

18. **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 one 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:** This 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.

19. All Amendments, time extension, clarifications etc., will be uploaded on 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.

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

