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|  | <p>INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036</p> <p>Telephone: [044] 2257 9798 E-mail: tender@imail.iitm.ac.in</p> |  |
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The Senior Manager (Project Purchase)

Ref: **GTB1/MSF/2021/034/RPOSPATIAL** Date: 23.06.2021

Tender No: GTB1/MSF/2021/034/RPOSPATIAL

Due Date: 22/07/2021, 3.00 PM

Pre-Bid meeting: - NA

Technical Bid opening meeting on 22/07/2021, 4:00 PM at Department of Physics, IIT-Madras, Sardar Patel Road, Adyar, Chennai – 600 036.

Dear Sir/Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for the supply of **“Reflective Phase-only Spatial Light Modulator with accessories”** conforming to the specifications given in **Annexure - IV**.

Instructions to the Bidder

- I. Preparation of Bids:** - The tenders should be submitted under **two-bid** system (i.e.) Technical bid and 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> ; Helpdesk: vendorhelpdesk@icsrpiis.iitm.ac.in**

- I. Submission of the tender:** - The tender shall be sent to the address mentioned below, either by post or by courier (**duly sealed and super scribed on the envelope with the reference No and due date**) 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:

**The Senior Manager, Project Purchase,
IIT Madras, Sardar Patel Road, IC & SR Building, 2nd floor, Chennai – 600 036**

- I. 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. For opening the financial bid, only technically qualified bidders will be called.

- II. Prices:** - The price should be quoted in net per unit (after breakup) and must include all packing, transit insurance and delivery charges to the Department of Physics IIT Madras.
- 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 concessional GST and relevant certificate will be issued.
 - b. In the 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 5.5%) and the price should be quoted with detail break up on **EX-WORKS, CIP and DAP terms** (stating the Cost, Insurance, Freight separately, other charges in detail etc.,) and indicating the mode of shipment. IIT M - ICSR will provide all necessary documents for customs clearance of consignment including Customs Duty Exemption certificate etc.
- III. 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).
- IV. Terms of Delivery:** -
- Import Purchase – Responsibility of carriage of goods will be governed by Incoterms.
- Domestic Purchase – Supplier will be fully responsible for the safe carriage of goods upto the Department of Physics, IIT Madras or named place as per PO, Insurance coverage will be in the scope of the supplier.
- The Installation/Commissioning should be completed as specified in our important conditions.
- V. IIT Madras** reserves the full right to accept / reject any tender at any stage without assigning any reason.

Yours sincerely,

The Senior Manager (Project Purchase)
I.I.T. Madras, IC&SR Building, Chennai – 600 036.

SCHEDULE

Important Conditions of the tender

1. The due date for the submission of the tender is **22.07.2021, 3.00 PM.**

The offers / bids should be submitted under two bid system (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 supply of “**Reflective Phase-only Spatial Light Modulator with accessories**” should be written on the left side of the Outer bigger cover and sealed.

****Note: Supplier contact details (Email, Contact person, Phone number) to be specified clearly in the outer bigger cover**

2. **EMD:** - (a) EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) / NSIC and Startups as recognised by Department of Industrial Policy & Promotion (DIPP) , Ministry of Commerce and Industry.

(b) Bidders not cover by para 2(a) of EMD, shall submit Bid Security Declaration as per the Government of India **Order No. F.9/4/2020-PPD Dt. 12th November 2020. (Refer Format attached as Annexure - I.)**

The Exemption Certificate / Declaration should be enclosed in Technical Bid Only

3. **Performance Security:** - The successful bidder should submit Performance Security **for an amount of 3% of the value of the contract/supply**. The Performance Security may be furnished in the form of an Account Payee DD, FD Receipt in the name of “The Registrar, IIT Madras” from any scheduled commercial bank or Bank Guarantee from any scheduled commercial bank in India. **The performance security should be furnished within 14 days from the date 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 directly to IIT Madras from the Bank. Otherwise, the Indian Agent of the foreign vendor has to submit a Bank Guarantee from any scheduled commercial bank in 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.
 - ✓ A Copy of the agency agreement with the foreign principal and the precise relationship between them.
 - ✓ For the same tender, **either the Principal / OEM directly or** their authorized agent, dealer / service provider in India can only quote. Both of them cannot bid separately for the same tender.

5. The offers/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 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.
7. Compliance or Confirmation report with reference to the specifications and other terms & conditions should also be obtained from the principal.
8. **Validity:** The validity of Quotation **should be not less** than 90 days from the due date of tender.
9. **Delivery Schedule:** - The tenderer should indicate clearly the time required for delivery of the item (subjected to the executive committee-IIT-Madras approval). 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. The 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.

10. Payment:

- (i) No Advance payment will be made for Indigenous purchase. However, 90% Payment against Delivery and 10% after installation are agreed to wherever the installation is involved. In the case of import supplies, the payment will be made only through 100% Letter of Credit i.e. (90% payment will be released against shipping documents and 10% after successful installation wherever the installation is being done).
- (ii) **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 in India equivalent to the amount of advance payment.

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. On-site Installation: - The equipment or machinery has to be installed or commissioned by the successful bidder, within the number of days **as advised by IIT M**, from the date of receipt of the item at the site of IIT Madras

13. Warranty/Guarantee: - The offer should clearly specify the warranty or guarantee period for the machinery/equipment. Any extended warranty offered for the same has to be mentioned separately (For more details please refer our Technical Specifications).

**** Note: PO which involves installation, warranty/guarantee shall be applicable from date of installation.**

14. 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.

15. 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.

16. Do not quote the optional items or additional items unless otherwise mentioned in the Tender documents / Specifications.

17. 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.

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 on 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.

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 **CPP Portal (e-publishing)** 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.

20. Eligibility Criteria: “Class - I Local Suppliers”, “Class - II Local Suppliers” and Non-Local Suppliers either directly or through their Indian Agents can participate in this Tender.

21. Selection of Successful bidder and Award of Order - Evaluation and Award of contract will be done as per GOI 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, and latest orders if any.

22. Preference to “class 1 Local Suppliers”: preference will be given to “class 1 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 1 Local Supplier” should agree to supply goods / provide service at L1 rate and furnish a certificate with the technical bid document that the goods/service provided by them consists local content equal to or more than 50%.(certificate from Chartered Accountant in case value of contract exceeds Rs 10 crore).

- **‘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.
- **‘Class - II local supplier’** means a supplier or service provider whose goods, services or works offered for procurement consists of local content more than 20% but less than 50% as defined under the above said order
- **‘Non – local supplier’** means a supplier or service provider whose goods, services or works offered for procurement consists of local content less than 20% as defined under the above said order.
- **‘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, 29.05.2019 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*

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**

To Be Submitted by Bidders as Per GOI Circular No. F.9/4/2020-PPD in case of non-availability of MSME/DIPP/NSIC certification.

BID – SECURITY DECLARATION

Date: xxxxxxxx

Tender Ref. No: xxxxxxxxxxxxxxxx

To,
The Registrar,
Indian Institute of Technology, MADRAS
Chennai – 600 036

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that I/we will automatically be suspended from being eligible for bidding in any contract with the IIT Madras up to 2 Years [as per Rule 151(iii)] from the date of Tender, if I/we am/are in breach of our obligation(s) under the bid conditions, because I/we:

- (a) have withdrawn my/our Bid during the period of bid validity specified in the Letter of Bid;
or
- (b) Having been notified of the acceptance of my/our Bid by the IIT Madras during the period of bid validity, (i) fail or refuse to execute the contract/supply, if required, or (ii) fail or refuse to furnish the Performance Security as per tender terms.

I/We understand this Bid-Securing Declaration shall expire if I/we am/are not the successful Bidder, upon the earlier of (i) our receipt of your notification to me/us of the name of the successful Bidder; or (ii) 30 days after the expiration of my/our Bid.

Name:

Duly authorized to sign the Bid for and on behalf of:

Date & Seal of the company:

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.

[Note: In case of a Joint Venture, the Bid – Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA – PER ITEM

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.

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.

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

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 bid cover and Financial Bid cover
- (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.
- (6) Certification of Class I / Class II & Non Local supplier to be submitted **(As a part of technical bid) per item / service / work**
- (7) EMD Exemption Certificate / Declaration should be enclosed in Technical Bid only

The bid will be valid only if all the above documents are provided. 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 as non-compliant and rejected.

Signature of the Bidder