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Ref: MEE/14-15/328/MOES/AMAN

09.02.2015

Tender No.: MEE/AMAN/002/2015

DUE DATE: 02.03.2015 at 3.30 p.m.

**Pre-Bid meeting date: 14.02.2015
at 09-00 hrs in Vivekanada Kendra,
Kanyakumari.**

Dear Sir/ Madam,

On behalf of the Indian Institute of Technology Madras, offers are invited for undertaking turn-key project to set up complete facility of **SOLAR MULTI-EFFECT DESALINATION SYSTEM** which includes construction of facility, detailed mechanical designing, construction and installation of various components and equipment, procurement of raw materials and electronic control and instrumentation equipment as confirming to the specifications given in Annexure.

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) **Pre-bid meeting at the site location:** -It may be understood that the site of facility is adjacent to the sea shore/beach. There is a requirement of constructing sea water well to accommodate for the continuous feed of sea water into the plant during its operation. Also, any other major aspect of setting up complete facility as per technical requirements needs to be assessed well in advance by the bidders in order to avoid subsequent hurdles and ambiguities/conflicts of interests arising between the IIT Madras and bidders at the later stage of project phase. Hence a pre-bid meeting at the plant site will be held on 14.02.2015 at 09.00 a.m. at Vivekananda Kendra, Kanyakumari. All bidders are required to depute their suitable representatives on the day of pre-bid meeting at the proposed plant/facility site and take a realistic assessment of the plant site and requirements of setting up the facility at the site. NO SUBSEQUENT REQUEST/ARGUMENT WILL BE ENTERTAINED BY THE IIT MADRAS IN THIS REGARD LATER.

(iii) **Delivery of the tender:** - The tender shall be sent to the below mentioned addresses either by the 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 "Special Officer, Project Purchase" IC&SR Building 2nd floor, I.I.T. Madras, Chennai – 600 036.

(iv) **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 it will be examined by a technical committee which will decide the suitability of the bid as per our specifications and requirements. The bidders will be invited for opening of the Technical bids. In respect of opening of financial bid, those who are technically qualified will only be called for.

(v) **Clarity in quoting of bids:-** The project being a turn-key project would 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 required technical details of the tender. All bidders are required to carefully undergo through the expected requirements pertaining to various equipment, systems and sub-systems as descriptively mentioned in the tender enquiry. Any further clarification required to be sought from the I.I.T. Madras well in advance prior submitting the bid for the offer during the Pre-bid meeting scheduled on 14.02.2015.

(vi) **Prices:** -The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of tax & duties should be clearly indicated.

The prices should be quoted without custom duty, excise duty and service tax. IIT Madras is fully exempted from payment of Excise Duty and Concessional Custom duty will be paid at against duty exemption certificate. Applicable service tax will be paid.

In case of import supply, the prices should be quoted on FOB and CIP basis indicating the mode of shipment.

(vii) **Agency Commission:** -Agency commission, if any, will be paid to the Indian agents in Rupees on receipt of the equipment and after satisfactory installation. Agency commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in the tender even in the case of 'Nil' commission. The tenderer should indicate the percentage of the agency commission to be paid to the Indian agent. The foreign principle should indicate about the percentage of payment and it should be included in the originally quoted basic price, if any.

(viii) **Terms of Services including various concrete constructions for the facility, constructions of various components, systems and sub-systems and their installations, delivery of raw materials and their transportation.** The turn-key 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 facility construction site at Kanyakumari has to be undertaken and at the cost of the supplier to our Institution. The Installation/Commissioning schedule should be given in the technical bid only.

(ix) IIT Madras reserves the full right to accept/reject any tender at stage without assigning any reason.

Yours sincerely,

Special Officer (Project Purchase)
IC&SR, I.I.T. Madras

SCHEDULE

Important Conditions of the Tender

1. The due date for the submission of the tender is **02.03.2015 at 3.30 pm**
2. The offer/bid should be submitted in two bids 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 Items, Taxes, services of construction and installation for complete facility on turn-key basis including its commissioning, packing and forwarding, transportation, guarantee, payment 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 Limited Tender/open Tender for the purpose of " _____ " should be written on the left side of the Outer bigger cover.
3. EMD should be at 2% (Two percent) of the tender value quoted by the company. The EMD should be indicated in the Financial bid which will not be opened for Technical evaluation. **Enclosing the EMD in the Technical bid will automatically disqualify the tenderer.** EMD should be in the form of DD in favour of "The Registrar, Indian Institute of Technology Madras" and payable at Chennai. The tender without the EMD would be considered as UNRESPONSIVE and REJECTED. Photo/FAX copies of the Demand draft/Banker's pays orders will not be accepted. No interest will be paid for the EMD and the EMD (Bid Security) will be refunded to the Successful bidder on receipt of Performance Security.

The Performance Security 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. **Performance Security:-** The Successful bidder should submit Performance Security of an amount of 5% of the value of the contract/Purchase Order. The Performance Security may be furnished in the form of an Account Payee DD, FD Receipt from the commercial bank or Bank Guarantee will be an acceptable.

Only after submission of Performance Security, P.O will be released / L.C will be opened.

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 through 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.

5. 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-service/installation and commissioning to be rendered by the Indian agent.
 - (a) Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business.
 - (b) The enlistment of the Indian agent with Director General of Supplies & Disposals under the Compulsory Registration Scheme of the Ministry of Finance.

6. 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 any prototype item/ machine/equipment will not be accepted.
7. Original catalogue (not any photocopy) of the quoted accessories/components/equipment duly signed by the principals must accompany the quotation in the Technical bid. No prices should ever be included in the Technical bid.
8. 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.
9. Compliance or Confirmation report with reference to the specifications and other terms & conditions should also be obtained from the principals.
10. **Validity:** -Validity of quotation not less than 90 days.
11. **Delivery Schedule:** -The tenderer should indicate clearly the time required for undertaking complete turn-key project in all respects including successful its commissioning. 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.
12. **Risk Clause:** -In the event of failure of the timely project completion within the stipulated delivery schedule, the IIT Madras has all the rights to undertake/seek assistance/work completion by other sources on the total risk of the firm originally undertaking the project under risk clause.
13. **Payment:** -No advance payment will be made for Indigenous firm. However 90% payment against construction completion and installation and 10% after commissioning is agreed to wherever the construction (concrete and components both) and installation are involved. In case of a foreign firm the payment will be made only through Letter of Credit and 90% payment will be released against completion of construction and installment and 10% after commissioning wherever the construction (concrete and components both) and installation are involved.
14. **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.
15. **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.
16. **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.
17. **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, etc. or any other delay.

18. **Acceptance and Rejection:** -I.I.T. Madras has the right to accept the whole or any part of tender or portion of the quantity offered or reject it in full without assigning any reason.

19. **Do not quote the optional items/components or additional items/components 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.**

20. **Disputes and Jurisdiction:** - 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, India.

22. All Amendments, time extensions, clarifications, etc., will be uploaded on the website only and will not be published in the 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.

Acknowledgment:- 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**