## State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)

19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008



Tender Reference No.: PROJ/T. No. 8-E/TECHINFRA/2022, DATED 13-04-2022

# Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur

## Package 5 : Augmented, Virtual and Mixed Reality Equipment

Date of Release of Tender	14-04-2022
Pre-bid Meeting via VC	22-04-2022 at 3:30 pm
Proposal Due Date	<mark>06-05-2022</mark> before 3:00 pm
Opening of the Proposal	<mark>06-05-2022</mark> at 4:00 pm

#### **IMPORTANT NOTICE**

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 the Act and Rules shall prevail.

SIPCOT Page 2 of 53

NO	TICE INVITING TENDER	4			
1	Introduction	5			
2	Scope of Services	5			
3	Qualification Criteria	6			
4	Schedule of Selection Process	7			
5	Cost of Tendering	7			
6	General Instructions	7			
7	Earnest Money Deposit (EMD)	8			
8	Performance Guarantee/Security	9			
9	Submission of Tender	9			
10	Tender Opening	10			
11	Evaluation of the Tender	10			
12	Award of Contract	11			
13	Notification of Award	11			
14	Bid Validity	12			
15	Terms and Conditions of the Contract	12			
16	Jurisdiction of the Court	14			
17	Authorization by Bidder	15			
App	pendix 1 : Equipment Technical Specifications & Quantity Requirements	16			
App	pendix 2 : Draft Agreement	19			
App	pendix 3: Bank Guarantee for Performance Security	34			
Anr	nexures	36			
Anr	nexure 1 : Covering Letter	37			
Anr	nexure 2 : Details of the Bidder	38			
Anr	nexure 3 : Annual Turnover	39			
Anr	nexure 4: Letter of Authorization from Original Equipment Manufacturer	40			
Anr	nexure 5 : Certificate	41			
Anr	nexure 6 : Declaration Form	42			
Anr	nexure 7 : License/Certification for Equipment	43			
Anr	nexure 8 : BOQ and Technical Specification Compliance	44			
Anr	nexure 9 : Price Bid	47			
Anr	Annexure 10 : Annual Maintenance Charges Post Warranty51				
Δnr	unnevure 11 · Checklist of Submissions				

#### NOTICE INVITING TENDER



## State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)

( Government of Tamil Nadu Undertaking)

## Notice Inviting Tender PROJ/T. No. 8-E/TECHINFRA/2022, DATED 13-04-2022

Sealed tenders are invited under "Single Cover System" from the Original Equipment Manufacturers (OEM) or Authorized distributors / Authorized Dealers for procurement of Augmented, Virtual and Mixed Reality Equipment for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur.

1	Tender Inviting Authority	The Managing Director, SIPCOT, 19-A,Rukmani Lakshmipathy Road, Egmore, Chennai 600008.	
2	Name of the Work	RFP for Selection of Technical Infrastructure Provider for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur - Package 5:  Augmented, Virtual and Mixed Reality Equipment	
3	Tender Document only online download	Tender document can be downloaded from 14-04-2022 to 05-05-2022. The tender documents could be downloaded from <a href="www.sipcot.tn.gov.in/">www.sipcot.tn.gov.in/</a> and <a href="www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> at free of cost.	
4	Earnest Money Deposit	Rs.35,000/-	
5	Due Date, Time & Place of submission of the tender	06-05-2022 up to 3.00 PM at the address mentioned in Sl. No (1) above.	
6	Date, Time and Place of opening of the tender	06-05-2022 at 4.00 PM at the address mentioned in Sl. No (1) above.	

Managing Director.

SIPCOT Page 4 of 53

#### 1 Introduction

- 1.1 State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) (the "Authority"), a Government of Tamil Nadu Undertaking has proposed to establish Industrial Innovation Centres in its Industrial Parks located in different parts of Tamil Nadu, with the objective of catalysing innovations and start-ups to achieve manufacturing excellence. Through this initiative the Authority intends to spur the pace of adoption of technology across industrial sectors in the State.
- 1.2 As the first step, the Authority has proposed to establish two Industrial Innovation Centres one each at Sriperumbudur and Hosur.
- 1.3 The SIICs are envisioned to serve as Open Industrial Innovation Ecosystems, offering comprehensive technical infrastructure, services and resources to seed, nurture, and accelerate the development of technologically advanced innovations into industrial-grade solutions ready for deployment at scale, and into commercially viable products, thereby creating a deep impact to both the technology and manufacturing sectors in Tamil Nadu simultaneously.
- 1.4 In this context, the Authority invites sealed tenders for the selection of suitable advanced technology and innovation lab infrastructure providers in "Single Cover System" from eligible Technology Providers for the procurement of the Technology and Innovation Lab Infrastructure along with installation, services and annual maintenance support through transparent bidding process.

#### 2 Scope of Services

2.1 Tenders are called for procuring the following equipment along with the annual maintenance support for the period of warranty.

S.No.	Asset Category	Estimated Max. Value of	Service Support
		Procurement	
1.	Augmented, Virtual and	INR 82.60 Lakhs	3 yrs Warranty (HW)
	Mixed Reality Equipment as	(including GST)	and 5 yrs Warranty
	per the items, their quantities		(SW) along with 5 yrs
	and specifications detailed in		AMC (SW) required as
	the <b>Appendix 1</b>		per the Appendix-1

- 2.2 The bidder shall provide free maintenance during the warranty period for all the equipment procured under this contract.
- 2.3 The bidder shall be responsible for commissioning of the equipment, including installation, demonstration, onsite training etc. as may be desired and based on the request of the Authority/Partner Incubator for the SIICs.

SIPCOT Page 5 of 53

#### 3 Qualification Criteria

#	Qualification Criteria	Supporting Document	
1.	Eligible Entity : OEM or Authorized Dealer		
1.1	Original Equipment Manufacturer (OEM)  The original manufacturer of the equipment stated in the Tender should have been in the manufacturing industry/existence for the past 5 years.	<ul> <li>Company Registration Certificate</li> <li>GST Certificate</li> <li>PAN Card Copy</li> <li>MoA</li> <li>AoA</li> <li>Audited Financial Statements of last 3 years</li> <li>Certificate to the effect that they manufacture such and such make of the equipment.</li> </ul>	
1.2	Authorized Dealer/Distributor The Dealer or Distributor who is authorized by the registered OEM should have been continuously supplying items/equipment relevant to the Tender for the past 3 years and the respective OEM should have been in manufacturing industry/existence for the past 5 years.	<ul> <li>Company Registration Certificate</li> <li>GST Certificate</li> <li>PAN Card Copy</li> <li>MoA</li> <li>AoA</li> <li>Audited Financial Statements of last 3 years</li> <li>Authorization Certificate from respective OEM stating the duration of the dealership engagement. In cases where multivendor products are to be procured, Authorization Certificate from OEMs which cover at least 50% of the BOQ line items shall be provided.</li> <li>Certificate from OEM to the effect that they manufacture such and such make of the equipment explicitly citing their experience in the industry.</li> </ul>	
2.	Procurement Experience 2.1 The bidder should have successfully completed supply and installation of at least 3 purchase orders relevant to the Tender, each of value at least 50% of the value quoted for this bid, within the past 3 years from the bid announcement date.	<ul> <li>Purchase orders of installations done at Corporates, R&amp;D Labs owned/sponsored by Industry or Government along with the invoice copies.</li> <li>Also, the Purchase Orders along with relevant invoices from premier Government &amp; Government recognised academic institutions shall be accepted.</li> <li>Registered Company's IT Returns filed for the respective financial years.</li> </ul>	

SIPCOT Page 6 of 53

3.	Coverage of the Tender Bill of Quantities (BOQ)		Self-Declaration by Bidder along with the signed BOQ compliance sheet as per Annexure 8
	<ul> <li>a. All the itemized BoQ stated in the tender to be covered (100% coverage of BoQ line items)</li> <li>b. The stated quantity for each of the BoQ items mentioned in the tender has to be provided without any changes.</li> <li>c. The requirements/specifications</li> </ul>		
4	of each item on the BoQ to be met as per the details provided in the tender document.  4 Standardized Items All the items/equipment to be provided by the bidder should meet the required industry Standards.		Copy of relevant certifications acquired by the OEM for the items/equipment (if applicable) stated in the tender to ensure the quality & industry standards.

- 3.1 The OEM which has Authorized its own Dealer or Distributor to bid for this tender cannot bid for the same. In such a case, if the bids are received from the OEM and their Authorized Dealer, bids from the OEM shall be discarded.
- 3.2 The bidders shall be evaluated for the above eligibility criteria to establish the technical competence of the bidder for the current procurement.

#### 4 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

#	Event Description	Date
1.	Pre-Bid Meeting (via Video Conference)	22-04-2022 at 3:30 pm
2.	Due Date for Tender Submission	06-05-2022 by 3:00 pm
3.	Opening of Tenders	06-05-2022 by 4:00 pm

#### 5 Cost of Tendering

- 5.1 The bidder shall bear all costs associated with the preparation and submission of this Tender and the tender inviting authority will in no way be responsible or liable for these costs
- 5.2 The tender documents can be downloaded from <a href="www.sipcot.tn.gov.in">www.sipcot.tn.gov.in</a> and <a href="www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> at free of cost.

#### 6 General Instructions

6.1 The bidders are requested to go through the instructions, terms and conditions and specifications given in the tender. Failure to furnish all required information in every aspect will be at the

SIPCOT Page 7 of 53

bidder's risk and may result in the rejection of the tender.

- 6.2 Clarification on Tender: Any queries on the tenders may be sent to pmu@sipcot.in
- 6.3 Amendments to the Tender:
  - 6.3.1 Tender Inviting Authority may amend the tender wherever it is felt that such an amendment is absolutely necessary.
  - 6.3.2 Amendment to tender may also be given in response to clarifications by prospective bidders and it is solely the discretion of the Tender Inviting Authority. Any amendment to the tender will be uploaded on the website <a href="www.sipcot.tn.gov.in">www.sipcot.tn.gov.in</a> and <a href="www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>.
- 6.4 **Pre-bid meeting:** There will be a pre-bid meeting as per the schedule indicated in the section 4 via Video Conference during which the prospective bidders can get clarifications about the tender. The bidders shall send their queries in writing through mail to <a href="mailto:pmu@sipcot.in">pmu@sipcot.in</a> if any at least one day prior to the pre-bid meeting date. The link for Video Conferencing will be shared to the designated representative by email.

#### 7 Earnest Money Deposit (EMD)

- 7.1 The bidder should furnish Earnest Money Deposit (EMD) of Rs.35,000/- (Rupees Thirty Five thousand only) with at least 90 days validity along with the tender in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "SIPCOT Ltd" payable at Chennai.
- 7.2 Any tender without required EMD will be considered as NON-RESPONSIVE and will be summarily rejected
- 7.3 The EMD of successful bidder shall be discharged after submission of the required Performance Guarantee.
- 7.4 The EMD shall be forfeited:
  - 7.4.1 If the Bidder withdraws his bid during the period of bid validity.
  - 7.4.2 In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
- 7.5 The EMD for unsuccessful bidders shall be returned without any interest within 30 days from date of Letter of Acceptance with the successful bidder or at the expiry of the Bid Validity period, whichever is earlier.
- 7.6 EMD is exempted in the following cases:
  - 7.6.1 The Small-Scale Units located within the State and Registered with Tamil Nadu Small Industries Development Corporation
  - 7.6.2 The Small-Scale Units registered with National Small Industries Corporation
  - 7.6.3 The SSI units holding Acknowledgement issued for Entrepreneur Memorandum Part
     II obtained from the District Industries Centre in respect of those items for which the Registration Certificate/Acknowledgement has been issued.

SIPCOT Page 8 of 53

- 7.6.4 Small Scale Industrial Units located outside the State and such of those units registered with NSIC in respect of those items covered under Registration Certificate.
- 7.6.5 MSE units with Udyog Aadhar Memorandum

#### 8 Performance Guarantee/Security

- 8.1 Successful bidder has to furnish Performance Guarantee equivalent to 1% of the final negotiated value of services in the form of Bank Guarantee as per the **Appendix 3**
- 8.2 Performance Guarantee shall be released only after the expiry of the warranty period indicated in the section 2.1

#### 9 Submission of Tender

- 9.1 Bidders are advised to go through the tender documents and understand all the provisions and stipulations contained therein before submitting the tender.
- 9.2 The tender shall be submitted as per the procedures and requirements stipulated herein.
- 9.3 Tender submitted by fax or any other form other than hard copies with required documentation, will not be accepted and will be summarily rejected.
- 9.4 The Commercial bid should be neatly typed. **Handwritten offers will be rejected**. Any deviation in the offer shall lead to rejection.
- 9.5 The price quoted as part of the price bid should be inclusive of all taxes, transportation, installation, commissioning, successful demonstration & training, warranty (as specified in the BoQ).
- 9.6 The tender is based on the "Single Cover" system and all the requisite technical documents along with the Price Bid shall be enclosed in a single sealed envelope titled as given below:

#### "Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur"

<< Insert Package No. and Title >>

#### << Insert Tender Reference Number >>

- 9.7 The tender shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender shall be signed by the person or persons signing the tender. The bidder shall enclose a certified copy of the power of attorney authorizing the signatory or signatories to sign the tender document. This certification shall be from the Managing Director/Company Secretary/Proprietor/Partners of the firm.
- 9.8 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Authority, or as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the tender.
- 9.9 All the pages in the tender document should be signed by the bidder, after filling the prices in figures & words.

SIPCOT Page 9 of 53

9.10 Bidder should submit all the documents along with the Checklist of submissions in Annexure 11 of this tender document

#### 10 Tender Opening

- 10.1 The tenders received on the submission day as per the Notice Inviting Tender and up to the submission time as per the office clock will be taken up for opening. Tender will be opened in the presence of the bidders or their authorized representative who choose to be present and the Tender Opening/Scrutiny committee at time and date as specified in the Notice Inviting Tender. The representative of bidder who attend the tender opening must produce their identification proof and authorization letter from the companies / bidder
- 10.2 The Committee will inform the attested and unattested corrections, before the Bidders and sign all such corrections in the presence of the Bidders. If any of the Bidders or agents who were not present then, in such cases the Committee will open the tender of the absentee Bidder and take out the unattested corrections and communicate it to them. The absentee Bidder should accept the corrections without any question whatsoever.
- 10.3 In the event of the specified date of Tender opening being declared a holiday, the tenders will be opened at the same time on the next working day.
- 10.4 The bid will be evaluated by the committee of State Industries Promotion Corporation of Tamil Nadu Limited in terms of the qualification criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished, including the past performances.
- 10.5 Any adverse/not satisfactory remarks on the performance of previous works will entail disqualification of the tender.
- 10.6 On opening the tender, the details such as name of the bidder, address, EMD details, etc. and Price Bid will be read out.
- 10.7 The fact whether EMD and other documents as per the Checklist of Documents have been submitted shall be indicated. This shall be mere examination and is not an evaluation.

#### 11 Evaluation of the Tender

- 11.1 The Tender Inviting Authority shall conduct initial examination of the tenders submitted in order to determine their substantial responsiveness as per the following aspects:
  - 11.1.1 Meeting the Qualification Criteria as laid down in the tender documents
  - 11.1.2 Signature on the crucial documents
  - 11.1.3 Submission of EMD as per the indicated amount and validity period in the tender document.
  - 11.1.4 Responsiveness of the tender with respect to all the technical conditions and commercial conditions set out in the tender document
- 11.2 Tenders which on above initial examination are found to be non-responsive shall be rejected

SIPCOT Page 10 of 53

- 11.3 The Price bid will be evaluated in accordance with the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000.
- 11.4 Out of the substantially responsive bids, bidders who have quoted the lowest price in accordance with the evaluation criteria shall be determined as L1
- 11.5 In determining the lowest evaluated price, the following factors shall be considered
  - 11.5.1 Arithmetic errors shall be corrected
  - 11.5.2 In case of discrepancy between price quoted in words and figures, the lower of the two shall be considered.
  - 11.5.3 In case of discrepancy between the sum of the BOQ line items and the total price, the lower of the two shall be considered.
- 11.6 The evaluation shall include all central duties such as customs duty (for the imported items), central excise duty, GST, as a part of the price, as detailed below:
  - 11.6.1 In evaluation of the price of articles which are subject to State Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax, the price has to be determined inclusive of such State Goods and Services Tax, Central Goods and Services Tax, Integrated Goods and Services Tax.
  - 11.6.2 In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty.
  - 11.6.3 In evaluation of the price of articles which are subject to excise duty, the price has to be determined inclusive of such excise duty.

#### 12 Award of Contract

- 12.1 The award of the tender shall be made strictly in accordance with the "Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and no deviation will be made.
- 12.2 The bidder who is adjudged as L1 will be invited for negotiations for further reduction of rates
- 12.3 Upon finalization of negotiated rate, the Authority will issue the Letter of Acceptance (LoA) to the successful bidder.
- 12.4 As per Clause 14(9) of Tamil Nadu Transparency in Tender Rules 2000, the Authority may increase the order quantity up to 25% on same terms and conditions.
- 12.5 Notwithstanding anything that is said herein, the Authority reserves the right to accept or reject any tender or all tenders, and to cancel the tendering process and reject all tenders, at any time prior to the award of tender, without thereby incurring any liability to any bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the tender accepting authority's action.

#### 13 Notification of Award

13.1 The bidder whose tender has been accepted will be notified by the Tender Accepting Authority, in writing.

SIPCOT Page 11 of 53

13.2 Upon furnishing the Performance Guarantee by the successful bidder and upon signing the Agreement (Appendix 2), the EMD will be returned to the unsuccessful bidders within a reasonable time period as indicated in the section 7

#### 14 Bid Validity

14.1 The rate quoted in the Tender should be valid for the acceptance by the Authority for a minimum period of 90 days from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

#### 15 Terms and Conditions of the Contract

- 15.1 The Supplier shall provide onsite services support on formal request from the Authority/Technological Partner for SIIC within 3 working days.
- 15.2 All products supplied should be the latest models (at par with cited specification) offered by the vendor in the market and should not have either End of Support (EoS) or End of Life (EoL) issued during the 5 year period from the date of commercial invoice for the procurement.
- 15.3 The Supplier agrees that the cost includes all activities relating to logistics / delivery, installation, commissioning, training and monitoring, Servicing and maintenance etc. Including those of the OEs or ADs as the case may be. Key personnel from the vendor should be roped in for the successful execution of the project to the satisfaction of the Authority.
- 15.4 Materials having ISI/ISO/Engineering (if applicable) certifications shall be provided to the Authority/ Technological Partner wherever applicable.
- 15.5 Request for the supply of any substitute for any items or equipment other than mentioned in the tender, will not be entertained.
- 15.6 The Authority will have right to add/ alter any terms and conditions as per existing financial/ treasury rules and provisions applicable in Tamil Nadu if it has not been included/ addressed in the terms and conditions.

#### 15.7 Delivery Terms

- 15.7.1 The delivery of the respective items as per Annexure-III to SIIC Sriperumbudur and SIIC Hosur has to be made within 30 days from the date of LoA and the Supplier is expected to make necessary logistics arrangements accordingly to the following addresses:
- 15.7.2 If the Supplier fails to deliver the equipment ordered within the allotted delivery period as specified above, the Supplier may procure goods/ services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm at the risk and cost of the Supplier.
- 15.7.3 All equipment should be supplied to the designated locations free from breakages. If any is found defective due to transit damage should be replaced.
- 15.7.4 The equipment shall be accompanied by the Test Report from the Original Equipment Manufacturer (OEM) and the same has to be verified by the Supplier in presence of

SIPCOT Page 12 of 53

- the Technological Partner and Project Officer concerned of SIPCOT at the delivery site.
- 15.7.5 The Authority shall not accept any waivers or changes to Annexure-III and the Supplier also abides and assures that that they shall not opt for.
- 15.7.6 The Supplier shall bear all the storage, transportation and insurance risk till installation at delivery point.
- 15.7.7 In case of withdrawal from the supply of items by the Supplier, a penalty of up to 30% of the value as per Annexure-III shall be levied by the Authority to the Supplier and the penalty shall also be adjusted in the upcoming payment to the Supplier.

#### 15.8 Liquidity Damages

15.8.1 Should any consignment be delayed, liquidated damages at the rate 0.5% of the value of the delayed consignment, for each week or part there of shall be levied and recovered subject to maximum of 5% of total order value.

#### 15.9 Installation and Inspection

- 15.9.1 Inspection of the equipment supplied at the delivery site shall be conducted by the Project Officer of the respective SIPCOT Industrial Parks where the SIPCOT Industrial Innovation Centers (SIICs) are located. The Technological Partner and the Supplier shall be present during the inspection.
- 15.9.2 Transit damages shall be checked for by the Technological Partner of the SIICs, before commencement of installation activities.

#### 15.10 Performance Test

- 15.10.1 The Supplier shall demonstrate the performance of the installed equipment in complete conformity with the relevant technical specifications and performance parameters as specified in Annexure-III to the Technological Partner in the presence of Project Officer concerned of SIPCOT.
- 15.10.2 This demonstration should be done as stipulated by the Authority.

#### 15.11 Payment Terms

- 15.11.1 The payment to the Supplier shall be made separately for each SIIC location.
- 15.11.2 Payment will be released as per the following terms.
  - a. 90% of the value as per Annexure III shall be paid upon completion of Installation, Demonstration, Testing, Commissioning, Submission of Manuals, Performance Test Reports submission by OEM / Supplier and verification of the same by Technological Partner. The Project Officer concerned of SIPCOT of the respective location shall certify the report submitted by Technological Partner after completion of verification and submit the same to SIPCOT Head Office (HO). The payment shall be made within 30 days from the date of receipt of the verification report by SIPCOT HO.
  - b. 10% of the value as per Annexure III shall be paid by SIPCOT HO within 30 days from the date of submission of Satisfactory Acceptance Report by the Technological Partner for taking over of the equipment and commencement of operations.

SIPCOT Page 13 of 53

- 15.11.3 No advance is permissible.
- 15.11.4 Payment will not be considered unless the Supplier submits a certificate issued by the OEM stating that the serial numbers of the equipment supplied to the Authority by the Supplier are original.
- 15.11.5 The Authority also reserves the right to recover any dues from the Supplier, which is found on a later date, during audit/excess payment, after final settlement is made to them. The Supplier is liable to pay such dues to the Authority immediately on demand, without raising any dispute/protest.
- 15.11.6 The Authority shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for the ordered material received in good condition only.
- 15.11.7 Payment shall be made by electronic fund transfer offered by the Bank.

#### 15.12 Warranty

- 15.12.1 The equipment supplied under the contract shall carry a warranty for at least such period as mentioned in the Annexure-III from the date of submission of Satisfactory Acceptance report by the Technological Partner. The Supplier shall extend free maintenance service during the warranty period.
- 15.12.2 All equipment should be supplied to the designated locations free from breakages, malfunctions and manufacturing defects. If any is/are found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply or within the same should be replaced by the Supplier.
- 15.12.3 If within the period of warranty, the goods are reported by the Authority / Technological Partner to have failed to perform as per the specifications, the Supplier shall either replace or rectify the same free of charge within a maximum of 10 days of notification of such defect received by the Supplier, provided that the goods are used and maintained by the Authority / Technological Partner as per instructions contained in the operating manual. Spares required for warranty repairs shall be provided free of cost by the Supplier.

#### 15.13 Annual Maintenance Charges (AMC)

15.13.1 The Supplier shall provide AMC services including, but not limited to, replacement, provision of spares & repairs, software licensing and up gradation services, onsite technical support for the AMC duration indicated in Annexure – III from the date of submission of Satisfactory Acceptance report by the Technological Partner.

#### 15.14 Training

15.14.1 The Supplier shall provide onsite/remote training services as per the requirement indicated in Annexure - III.

#### 16 Jurisdiction of the Court

16.1 Any dispute arising out of non-fulfilment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

SIPCOT Page 14 of 53

#### 17 Authorization by Bidder

We agree to the above terms and conditions.

SIGNATURE OF THE BIDDER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

SIPCOT Page 15 of 53

**Appendix 1 : Equipment Technical Specifications & Quantity Requirements** 

Block Name	BOQ Items	Specification/Description		Specification/Description Total Quarter Requirements	
1 (61110	100113	110000		QTY	SKU
A		Software			
	1	Advanced mixed reality App development Platform	Platform for creating advanced mixed reality apps directly from your CAD models with high accuracy physics engine provides complex simulations, including detection of rigid and flexible body collisions on CAD / Point Cloud, ergonomic analysis, extra-large point cloud visualization, on any VR/AR configuration.  Perpetual License with 5 Year full updates	1	Nos.
	2	3D Mesh Creating SW (from CAD diagrams)	Unique 3D data preparation tool providing the best-in-class Tessellator, enabling the transformation of CAD data from industry-leading solutions (Catia, NX, SolidWorks) into lightweight, optimized meshes.  Perpetual License with 5 Year full updates	1	Nos.
	3	Intelligent mixed and augmented reality development tool Kit	Brings the environment and sensor data into the creative workflow, so you can build intelligent AR apps that are context-aware and responsive to physical space, working in any location and with any kind of data  Perpetual License with 5 Year full updates	1	Nos.
	4	Enterprise Software for PLM workflow and management	Plugin/Platform to support large teams integration and scale of work across multiple. Must have cloud built solutions and support multiple displays for interactivity  Perpetual License with 5 Year full updates	1	Nos.

SIPCOT Page 16 of 53

	5	AR/VR Development SW	Education licenses can be used for learning, teaching, training, and research and development activities that are part of the instructional functions performed by the institution for development of AR/VR and Simulation Perpetual License with 5 Year full updates	50	Nos.
В		Hardware			
	6	3D Projectors	4k 3d HDR projectors	4	Nos.
	7	Frame for Cave with sound system	Steel Frames with Acrylic sheets for – Screen size of front: 152"w x 103"h (3.86m x 2.62m) – Screen size of floor, ceiling: 152"w x 95"h (3.86m x 2.41m) – Screen size of side walls: 96"w x 103"h (2.44m x 2.62m) – Footprint: 13.5'w x 10.8'd x 10.5'h (4.10m x 3.27m x 3.18m)	1	Nos.
	8	Oculus Quest 2 (WIth accessories) - VR HMD	VR HMD with 2160x2160 per eye @ 90Hhz, in 6Dof Architecture for tracking infinite space	2	Nos.
C	C Workshops				
	9	Workshops	Instructor-led classes that combine the best in quality, expertise, and convenience to increase your knowledge through partner. Programs that offer online assistance as part of the training will be given preference.	1	Nos.
D		Training			
	10	1. Comprehensive onsite/remote training services covering all hardware/software modules listed above offered within 30 days from the delivery of items, covering a min. of 30 users/trainees.  2. Additional annual refresher/upgrade training for a min. of 10 days offered onsite/remote for upto 5 years from the date of first training session.		1	Nos.
E Warranty / Support					
	11	<ol> <li>Minimum 3 year warranty for all hardware/software items including onsite technical support &amp; service, replacement, spares &amp; repairs.</li> <li>Updates to all software for 5 years.</li> </ol>		1	Nos.

SIPCOT Page 17 of 53

SIPCOT Page 18 of 53

#### **Appendix 2 : Draft Agreement**

#### **Draft Agreement**

#### AND

SIPCOT Page 19 of 53

1.	WHEREAS the Authority called for "Tender for Provision of Technical
	Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur - Package  vide Tender Reference No.  and the bids were opened on;
2.	WHEREAS the Supplier has agreed to provide Technical Infrastructure for  SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur - Package
3.	WHEREAS the Supplier has acknowledged the LoA and agreed to provide Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur - Package
4.	WHEREAS the Supplier has remitted a sum of Rs/- (Rupees) towards Earnest Money Deposit, along with the tender vide DD. No
5.	WHEREAS the Supplier in lieu of the Performance Guarantee in the form of valid Bank Guarantee as mentioned in Clause 8 of the tender document has deposited with the Authority a sum of Rs.  ———————————————————————————————————
6.	WHEREAS the Supplier has agreed to execute upon and subject to the terms and conditions set forth in this Agreement as contained in all the Annexures forming part of this contract and Annexure – III as the Probable quantities and comply with the delivery and other terms noted in this Agreement.

SIPCOT Page 20 of 53

#### **NOWTHIS AGREEMENT WITNESSETH as follows:**

- 1. In consideration of the payment of the said sum of Rs. ............/- (Rupees ...............) inclusive of all taxes, duties, fee levies, insurance, other impositions and GST or such other sum as may be arrived at under the clause of this Agreement relating to payment, the Supplier will upon and subject to the said conditions, supply, install and fulfil their obligations as per the specification and to the extent of the probable quantities shown in Annexure-III of this Agreement.
- All payments will be made to the Supplier only after the receipt of verification/satisfactory acceptance certificate/report by the Project Officer concerned of SIPCOT or Technological Partner as specified in Section 4.11, Annexure-IV of this Agreement.
- 3. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
- 4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) Annexure I Letter of Acceptance (LoA) of award of Tender No. .....;
  - b) Annexure II Scope of Services;
  - c) Annexure III Technical Specifications and Price Schedule;
  - d) Annexure IV Terms and Conditions of Contract;
  - e) Annexure V Performance Bank Guarantee;
  - f) Annexure VI Letter of Authorization from Original Equipment Manufacturer;
  - g) Annexure VII Self declaration on the License/Certification for Equipment;
- 5. Any other subsequent relevant documents forming part of the contract shall also be construed as part of this Agreement once signed by both the parties.
- 6. In consideration of the payments to be made by the Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Authority to initiate and take necessary steps to implement/comply this agreement and execute the technical infrastructure provision services with effect from the date of signing of this agreement as per the provisions of this Agreement.
- 7. The Authority hereby covenants to pay the Supplier in consideration of the execution and completion of the procurement of goods and services as per the provisions mentioned in

SIPCOT Page 21 of 53

4.11 of Annexure IV of this Agreement at the contract price of Rs. ...../(Rupees ......).

8. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions thereof as may be made under the provisions of this agreement at the times in manner prescribed by the contract.

#### 9. Duration and Termination

- a) This Supplier shall comply with the terms and conditions of this Agreement and deliver the respective items mentioned in Annexure III as per Clause 4.7 of Annexure IV of this Agreement and further shall complete the installation of the items within fifteen (15) days from the date of delivery of the respective items.
- b) It is agreed between the Parties that the Authority reserves the right to terminate the Agreement at any time on account of non-fulfilment or breach of any contractual obligation.

#### 10. REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants to the other Party that:

- a) it has full power, capacity and authority to execute, deliver and perform this Agreement.
- b) this Agreement upon execution and delivery by it shall constitute a legal and binding obligation on both parties and it would be enforceable in accordance with the terms.

#### 11. Indemnity and Liability

Notwithstanding anything to the contrary contained herein, the Supplier will indemnify and hold the Authority, its directors, employees and/or agents harmless against any demands, claims, actions or proceedings that may be initiated against the Authority or any expense, costs, losses or injuries incurred or suffered by the Authority, by reason of any (i) damage caused on the asset of SIPCOT by the act of Supplier, (ii) breach of any terms in this Agreement, (iii) any misconduct or negligence act or deed or any act of commission or omission of the Supplier which is contrary to the terms hereof and (iv) if in the opinion of the Authority any act of the Supplier which would in any manner jeopardize the Authority rights under this Agreement.

#### 12. Miscellaneous

- a) This Agreement constitutes the entire agreement between the Parties regarding the subject matter and overrides any prior agreements (whether oral or written) between the Parties in this respect.
- b) Nothing herein will be construed as creating any partnership, joint venture or any other similar relationship between the Parties. Neither Party, nor any employee, agent or other representative of a Party, shall be an employee or an agent of the other Party. The Parties agree that, in performing their responsibilities pursuant to this Agreement, they are in the

SIPCOT Page 22 of 53

position of independent contractors. The Parties shall have no relationship or liabilities other than as set forth in this Agreement.

- c) Any terms or conditions of this Agreement may be amended with the written consent of both the Parties.
- d) The failure by any Party to exercise or enforce any legal right or remedy which is contained in this Agreement will not be deemed to be a waiver of such rights and remedies.
- e) The rights granted in this Agreement cannot be assigned or transferred by either Party without the prior written approval of the other Party.
- f) All notices and other communications given or made under this Agreement shall be in English and in writing and shall be given by personal delivery, or by sending the same by prepaid registered mail or courier addressed to the relevant Party at its address, or to the email account set out below (or such other address or email account as intimated by the addressee to the other Parties, with at least 7 (seven) days' prior written notice).

#### If to the Supplier

Name : Address : Telephone No. : E-Mail :

If to the Authority:
Name :
Address :
Telephone No. :
E-Mail :

Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail or courier, 7 (Seven) days after posting; and (ii) if given by personal delivery or email, at the time of delivery.

#### 13. Arbitration

a) In case of any dispute, including validity of this contract/ interpretation if any on the clauses of the agreement, the matter shall be referred by the Authority/Supplier to an Arbitrator from the panel of Arbitrators approved by SIPCOT within 15 days from the date of receipt of the letter furnishing the panel of Arbitrators from the SIPCOT. If there is no reply from the Supplier within 15 days, the Authority shall choose any of the Arbitrators from the panel of Arbitrators referred to above. The remuneration for the Arbitrator and other expenses shall be shared equally by the Authority and the Supplier.

SIPCOT Page 23 of 53

- b) The venue of the Arbitration shall be at the Head office of State Industries Promotion Corporation of Tamil Nadu Limited, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only. The arbitration proceedings should be as per the provisions of the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2019.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names of the day and year first above written.

SIGNED, SEALED AND DELIVERED For and on behalf of SIPCOT:
(Signature)
(Name)
(Designation) (Address)
2. Witness 2
(Signature)
(Name)
(Designation)
(Address)

SIPCOT Page 24 of 53

1. Annexure - I Letter of Acceptance

SIPCOT Page 25 of 53

#### 2. Annexure – II Scope of Services

2.1. The scope of services includes procurement of the following equipment along with the annual maintenance support for the period of warranty.

Sl. No.	Asset Category	Service Support
1.	as	
	per the items, their quantities and specifications	required as per the
	detailed in the Annexure – III of the Agreement.	Annexure – III of the
		Agreement.

- 2.2. The Supplier shall be responsible for installation, testing, commissioning and demonstration of the equipment and conducting onsite trainings as per the requirement specified in Annexure III based on the request of the Authority/ Technological Partner for the SIICs.
- 2.3. The Supplier shall provide free maintenance including replacement of damaged spares during the warranty period for all the equipment procured under this agreement.

SIPCOT Page **26** of **53** 

**Annexure III - Technical Specifications and Price Schedule** (Probable Quantities)

SIPCOT Page 27 of 53

#### 3. Annexure IV – Terms and Conditions of Contract

- 3.1. The Supplier shall provide onsite services support on formal request from the Authority/Technological Partner for SIIC within 3 working days.
- 3.2. All products supplied should be the latest models (at par with cited specification) offered by the vendor in the market and should not have either End of Support (EoS) or End of Life (EoL) issued during the 5 year period from the date of commercial invoice for the procurement.
- 3.3. The Supplier agrees that the cost includes all activities relating to logistics / delivery, installation, commissioning, training and monitoring, Servicing and maintenance etc. Including those of the OEs or ADs as the case may be. Key personnel from the vendor should be roped in for the successful execution of the project to the satisfaction of the Authority.
- 3.4. Materials having ISI/ISO/Engineering (if applicable) certifications shall be provided to the Authority/ Technological Partner wherever applicable.
- 3.5. Request for the supply of any substitute for any items or equipment other than mentioned in the tender, will not be entertained.
- 3.6. The Authority will have right to add/ alter any terms and conditions as per existing financial/ treasury rules and provisions applicable in Tamil Nadu if it has not been included/ addressed in the terms and conditions.

#### 3.7. Delivery Terms

- 3.7.1. The delivery of the respective items as per Annexure-III to SIIC Sriperumbudur and SIIC Hosur has to be made within 30 days from the date of LoA and the Supplier is expected to make necessary logistics arrangements accordingly to the following addresses:
- 3.7.2. If the Supplier fails to deliver the equipment ordered within the allotted delivery period as specified above, the Supplier may procure goods/ services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm at the risk and cost of the Supplier.
- 3.7.3. All equipment should be supplied to the designated locations free from breakages. If any is found defective due to transit damage should be replaced.
- 3.7.4. The equipment shall be accompanied by the Test Report from the Original Equipment Manufacturer (OEM) and the same has to be verified by the Supplier in presence of the Technological Partner and Project Officer concerned of SIPCOT at the delivery site.
- 3.7.5. The Authority shall not accept any waivers or changes to Annexure-III and the Supplier also abides and assures that that they shall not opt for.
- 3.7.6. The Supplier shall bear all the storage, transportation and insurance risk till installation at delivery point.
- 3.7.7. In case of withdrawal from the supply of items by the Supplier, a penalty of up to 30% of the value as per Annexure-III shall be levied by the Authority to the Supplier and the penalty shall also be adjusted in the upcoming payment to the Supplier.

SIPCOT Page 28 of 53

#### 3.8. Liquidity Damages

3.8.1. Should any consignment be delayed, liquidated damages at the rate 0.5% of the value of the delayed consignment, for each week or part there of shall be levied and recovered subject to maximum of 5% of total order value.

#### 3.9. Installation and Inspection

- 3.9.1. Inspection of the equipment supplied at the delivery site shall be conducted by the Project Officer of the respective SIPCOT Industrial Parks where the SIPCOT Industrial Innovation Centers (SIICs) are located. The Technological Partner and the Supplier shall be present during the inspection.
- 3.9.2. Transit damages shall be checked for by the Technological Partner of the SIICs, before commencement of installation activities.

#### 3.10. Performance Test

- 3.10.1. The Supplier shall demonstrate the performance of the installed equipment in complete conformity with the relevant technical specifications and performance parameters as specified in Annexure-III to the Technological Partner in the presence of Project Officer concerned of SIPCOT.
- 3.10.2. This demonstration should be done as stipulated by the Authority.

#### 3.11. Payment Terms

- 3.11.1. The payment to the Supplier shall be made separately for each SIIC location.
- 3.11.2. Payment will be released as per the following terms.
  - a. 90% of the value as per Annexure III shall be paid upon completion of Installation, Demonstration, Testing, Commissioning, Submission of Manuals, Performance Test Reports submission by OEM / Supplier and verification of the same by Technological Partner. The Project Officer concerned of SIPCOT of the respective location shall certify the report submitted by Technological Partner after completion of verification and submit the same to SIPCOT Head Office (HO). The payment shall be made within 30 days from the date of receipt of the verification report by SIPCOT HO.
  - b. 10% of the value as per Annexure III shall be paid by SIPCOT HO within 30 days from the date of submission of Satisfactory Acceptance Report by the Technological Partner for taking over of the equipment and commencement of operations.
- 3.11.3. No advance is permissible.
- 3.11.4. Payment will not be considered unless the Supplier submits a certificate issued by the OEM stating that the serial numbers of the equipment supplied to the Authority by the Supplier are original.
- 3.11.5. The Authority also reserves the right to recover any dues from the Supplier, which is found on a later date, during audit/excess payment, after final settlement is made to them. The Supplier is liable to pay such dues to the Authority immediately on demand, without raising any dispute/protest.

SIPCOT Page 29 of 53

- 3.11.6. The Authority shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for the ordered material received in good condition only.
- 3.11.7. Payment shall be made by electronic fund transfer offered by the Bank.

#### 3.12. Warranty

- 3.12.1. The equipment supplied under the contract shall carry a warranty for at least such period as mentioned in the Annexure-III from the date of submission of Satisfactory Acceptance report by the Technological Partner. The Supplier shall extend free maintenance service during the warranty period.
- 3.12.2. All equipment should be supplied to the designated locations free from breakages, malfunctions and manufacturing defects. If any is/are found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply or within the same should be replaced by the Supplier.
- 3.12.3. If within the period of warranty, the goods are reported by the Authority / Technological Partner to have failed to perform as per the specifications, the Supplier shall either replace or rectify the same free of charge within a maximum of 10 days of notification of such defect received by the Supplier, provided that the goods are used and maintained by the Authority / Technological Partner as per instructions contained in the operating manual. Spares required for warranty repairs shall be provided free of cost by the Supplier.

#### 3.13. Annual Maintenance Charges (AMC)

3.13.1. The Supplier shall provide AMC services including, but not limited to, replacement, provision of spares & repairs, software licensing and up gradation services, onsite technical support for the AMC duration indicated in Annexure – III from the date of submission of Satisfactory Acceptance report by the Technological Partner.

#### 3.14. Training

3.14.1. The Supplier shall provide onsite/remote training services as per the requirement indicated in Annexure - III.

#### 3.15. Jurisdiction of the Court

3.15.1. Any dispute arising out of non-fulfilment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

SIPCOT Page 30 of 53

4. Annexure V - Power of Attorney

SIPCOT Page 31 of 53

5. Annexure VI – Letter of Authorization from Original Equipment Manufacturer

SIPCOT Page 32 of 53

6. Annexure VII – Self declaration on the License/Certification for Equipment

SIPCOT Page 33 of 53

#### **Appendix 3: Bank Guarantee for Performance Security**

To,
Managing Director,
State Industrial Promotion Corporation of Tamil Nadu,
19-A , Rukmani Lakshimipathy Road,
Egmore, Chennai – 600 008

Egmore, Chennai – 600 008
In consideration of State Industrial Promotion Corporation of Tamil Nadu Limited (SIPCOT) (hereinafter referred as the "Client", which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators and assigns) having awarded to M/s
of the said Agreement.
We, (hereinafter referred to as the "Bank") at the request of the Supplier do hereby undertake to pay to the Client an amount not exceeding Rs (Rupees by the Client by reason of any breach by the said Supplier of any of the terms or conditions contained in the said Agreement.
2. We,
pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this performance bank guarantee shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.
4. We,

SIPCOT Page 34 of 53

### Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur – Augmented Virtual and Mixed Reality Equipment

5. We, (indicate the name of Bank) further agree with the Client that the
Client shall have the fullest liberty without our consent and without affecting in any manner our
obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time
of performance by the said Supplier from time to time or to postpone for any time or from time to
time any of the powers exercisable by the Client against the said Supplier and to forbear or enforce
any of the terms and conditions relating to the said Agreement and we shall not be relieved from our
liability by reason of any such variation, or extension being granted to the said Supplier or for any
forbearance, act or omission on the part of the Client or any indulgence by the Client to the said
Supplier or any such matter or thing whatsoever which under the law relating to sureties would, but
for this provision, have the effect of so relieving us.

- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7. We, ...... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.
- 8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.\*\*\*\* (Rupees \*\*\*\*\*) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 2 months after the date of this Guarantee)].

For
Name of Bank:
Seal of the Bank:
Dated, the day of, 2022.

(Signature, name and designation of the authorised signatory)

#### **NOTES:**

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SIPCOT Page 35 of 53

### **Annexures**

SIPCOT Page 36 of 53

#### **Annexure 1: Covering Letter**

Sir,

	Date:
From,	
Name:	
Address:	
Ph:	
Fax:	
E-mail:	
То,	
The Managing Director,	
State Industries Promotion Corporation of Tamil Nadu Limited,	
19-A, Rukmani Lakshmipathy Salai, Egmore,	
Chennai - 600 008.	

- **Sub :** Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur Package ..... -- Submission of Tender Reg.
- 2. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
- 3. I/We are enclosing application along with required documents in the prescribed proforma as mentioned in tender document.
- 4. I/We agree that our tender remain valid for acceptance by SIPCOT for a period of 90 days from the date of opening of the tender.
- 5. I/We do hereby declare that there is no case with the Police/Court/Regulatory authorities against me/us. Also I/We have not been suspended / delisted / blacklisted by any organization for any reason. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
- 6. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to SIPCOT verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- 7. I/We understand that SIPCOT reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason therefore.

Yours faithfully,

(Signature of Bidder with

seal)

Name:

Seal:

**Address:** 

Phone No:

SIPCOT Page 37 of 53

## **Annexure 2: Details of the Bidder**

	Tender Title:							
1.	Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur							
	Package							
2.	Name of Company or Firm:							
3.	Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):							
4.	PAN Number :	(Enclose a Copy of PAN card)						
5.	GST Number :	(Enclose a Copy of GST Certificate)						
6.	Country of incorporation:							
7.	Registered address:							
8.	Year of Incorporation:	(Enclose a Copy of Incorporation Certificate/Partnership Deed, whichever is applicable)						
9.	Year of commencement of business:							
10.	Principal place of business:							
11.	Brief description of the Company including details of its main lines of business							
12.	Name, designation, address and phone numbers of authorised signatory of the Applicant:							
13.	Name:							
14.	Designation:							
15.	Company:							
16.	Address:							
17.	Phone No.:							

Signature of the Bidder:

Date:

Name in Block letter:

SIPCOT Page 38 of 53

#### **Annexure 3: Annual Turnover**

The Annual turnover of M/s ...... for the past three years are given below and certified that the statement is true and correct.

S.No.	Year	Turnover (Rs. in lakh)
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
4.	2019-2020	
	Total	
Average a	nnual turnover	

Note: Average Turnover of any three consecutive audited financial years will be considered i.e. FY 2016-17, 2017-18 and 2018-19 (or) FY 2017-18, 2018-19 and 2019-20.

**DATE:** 

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT (with seal and Address)

SIPCOT Page 39 of 53

# **Annexure 4 : Letter of Authorization from Original Equipment Manufacturer**

To,
The Managing Director, State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008
Sir,
We hereby authorize M/sto undertake to submit a Bid, and subsequently negotiate and sign the contract with the SIPCOT against Tender No: for the (type the Description of goods) developed by us. We hereby extend our full warranty for the goods offered for supply by the above company against this tender.
We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorized partners under our supervision during the said support period. We will provide the necessary support in the event of up gradation of any of the software is necessitated while providing the support and will arrange for complete replacement of the item(s) with an equivalent / higher version.
For this tender we authorize M/s (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the end user rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.
In case of violation of any of the conditions above, I/We understand that I/ We are liable to be blacklisted by SIPCOT for a period of three years.
(Signature for and on behalf of Principal)
Note: Competent Authority of the Manufacturer should issue the Letter of Authorization on the letter head signed by Managing Director/Company Secretary/Proprietor/Partners for each Bidder/Dealer Separately.

SIPCOT Page 40 of 53

# Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur – Augmented Virtual and Mixed Reality Equipment

## **Annexure 5 : Certificate**

	Date:
Certified that M/s/ the firm /compshareholders had not been blacklisted by State Industries Promotion CorpLimited (SIPCOT), or by any Government Agencies.	•

SIGNATURE OF THE BIDDER (with seal and address)

SIPCOT Page 41 of 53

## **Annexure 6 : Declaration Form**

	Date:
	I/We
tende Indus	dustries Promotion Corporation of Tamil Nadu Limited (SIPCOT), for the tenders floated vide ef.no for provision of technical infrastructure at the SIPCOT al Innovation Centres at Sriperumbudur and Hosur - Package as per the onditions.
tampe / mod	I/We have downloaded the tender document from <a href="//www.tenders.tn.gov.in&lt;/a"> and I /We have not d / modified the tender document in any manner. In case, if the same is found to be tampered led, I/ We understand that my/our tender will be summarily rejected and full Earnest Money will be forfeited and I /We am/are liable to be banned from doing business with SIPCOT or ted.</a>
	SIGNATURE OF THE BIDDER (with seal and address)

SIPCOT Page 42 of 53

## **Annexure 7: License/Certification for Equipment**

We hereby declare the following are the major License/ Certifications for the products & services to be offered by M/S << name of the company>> specified in the Tender document.

Sl No	Product Name	Product Code	Certification Details

I/We	do declare on behalf
of M/S << name of the company>> that all the produ	cts, training, AMC and other value added
services mentioned in the bid document shall meet th	ne required industry standards and in case
of any discrepancy found in the above stated License	s/Certification SIPCOT reserves the right
to take the necessary action against our company.	

**SIGNATURE OF THE BIDDER** (with seal and address)

SIPCOT Page 43 of 53

# **Annexure 8 : BOQ and Technical Specification Compliance**

#### **Self Declaration of BOQ and Technical Specification Compliance**

Block Name	BOQ Items	Equipment / Product	Specification/Description	Total Quantity Required		Compliance	
				QTY	SKU	Yes/No	
A		Software					
	1	Advanced mixed reality App development Platform	Platform for creating advanced mixed reality apps directly from your CAD models with high accuracy physics engine provides complex simulations, including detection of rigid and flexible body collisions on CAD / Point Cloud , ergonomic analysis, extra-large point cloud visualization, on any VR/AR configuration.  Perpetual License with 5 Year full updates	1	Nos.		
	2	3D Mesh Creating SW (from CAD diagrams)	Unique 3D data preparation tool providing the best-in-class Tessellator, enabling the transformation of CAD data from industry-leading solutions (Catia, NX, SolidWorks) into lightweight, optimized meshes. Perpetual License with 5 Year full updates	1	Nos.		
	3	Intelligent mixed and augmented reality development tool Kit	Brings the environment and sensor data into the creative workflow, so you can build intelligent AR apps that are context-aware and responsive to physical space, working in any location and with any kind of data  Perpetual License with 5 Year full updates	1	Nos.		
	4	Enterprise Software for PLM workflow and	Plugin/Platform to support large teams integration and scale of work across multiple. Must have cloud built solutions and support	1	Nos.		

SIPCOT Page 44 of 53

		management	multiple displays for interactivity Perpetual License with 5 Year full updates			
	AR/VR 5 Development SW		Education licenses can be used for learning, teaching, training, and research and development activities that are part of the instructional functions performed by the institution for development of AR/VR and Simulation  Perpetual License with 5 Year full updates	50	Nos.	
В		Hardware				
	6	3D Projectors	4k 3d HDR projectors	4	Nos.	
	7	Frame for Cave with sound system	Steel Frames with Acrylic sheets for – Screen size of front: 152"w x 103"h (3.86m x 2.62m) – Screen size of floor, ceiling: 152"w x 95"h (3.86m x 2.41m) – Screen size of side walls: 96"w x 103"h (2.44m x 2.62m) – Footprint: 13.5'w x 10.8'd x 10.5'h (4.10m x 3.27m x 3.18m)	1	Nos.	
	8	Oculus Quest 2 (WIth accessories) - VR HMD	VR HMD with 2160x2160 per eye @ 90Hhz, in 6Dof Architecture for tracking infinite space	2	Nos.	
C		Workshops				
	workshops combine the best in quality expertise, and convenience increase your knowledge throup partner. Programs that off online assistance as part of the combine increase of the combine assistance as part of the combine assistance.		Instructor-led classes that combine the best in quality, expertise, and convenience to increase your knowledge through partner. Programs that offer online assistance as part of the training will be given preference.	1	Nos.	
D		Training				
	10	covering all ha above offered wi items, covering a 2. Additional ann a min. of 10 days	e onsite/remote training services rdware/software modules listed thin 30 days from the delivery of min. of 30 users/trainees. ual refresher/upgrade training for soffered onsite/remote for upto 5 te of first training session.	1	Nos.	

SIPCOT Page 45 of 53

# Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur – Augmented Virtual and Mixed Reality Equipment

E		Warranty / Support			
	11	<ol> <li>Minimum 3 year warranty for all hardware/software items including onsite technical support &amp; service, replacement, spares &amp; repairs.</li> <li>Updates to all software for 5 years.</li> </ol>	1	Nos.	

We hereby declare that all the machineries/equipment/components and software stated in our Bid will satisfy the following technical qualifying criteria without any deviation.

#### Coverage of BoQ 100% with cited quantity and specifications

- a. All the itemized BoQ stated in the tender are covered (100% BoQ line item coverage)
- b. The stated quantity of the BoQ items mentioned in the tender shall be provided without any changes.
- c. The BoQ specified in the bid shall meet the requirements/specifications as cited in the tender.

We also accept that SIPCOT reserves the right to disqualify the bid in case any deviation to be found in our bid with respect to above cited criteria.

**SIGNATURE OF THE BIDDER (with seal and address)** 

SIPCOT Page 46 of 53

# **Annexure 9 : Price Bid**

Block Name	BOQ Items	Equipment / Product	Specification/Description	Qua	Required		Delivery Location						Unit Price	Unit Price (INR -	Total (Cl.5 x Cl.11)
				QTY	SKU	Sriperumbudur	Hosur		(INR)	incl.GST)	CI.TT)				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)				
Α		Software													
	1	Advanced mixed reality App development Platform	Platform for creating advanced mixed reality apps directly from your CAD models with high accuracy physics engine provides complex simulations, including detection of rigid and flexible body collisions on CAD / Point Cloud, ergonomic analysis, extra-large point cloud visualization, on any VR/AR configuration.  Perpetual License with 5 Year full updates	1	Nos.	1	0								
	2	3D Mesh Creating SW (from CAD diagrams)	Unique 3D data preparation tool providing the best-in-class Tessellator, enabling the transformation of CAD data from industry-leading solutions (Catia, NX, SolidWorks) into lightweight, optimized meshes. Perpetual License with 5 Year full updates	1	Nos.	1	0								
	3	Intelligent mixed and augmented reality development tool Kit	Brings the environment and sensor data into the creative workflow, so you can build intelligent AR apps that are context-aware and responsive to physical space, working in any location and with any kind	1	Nos.	1	0								

SIPCOT Page 47 of 53

Block Name	BOQ Items	Equipment / Product	Specification/Description	Qua Requ	tal ntity uired	Delivery Loca		Model/Part Number	Unit Price (INR)	Unit Price (INR -	Total (Cl.5 x Cl.11)
			of data Perpetual License with 5 Year full updates	QTY	SKU	Sriperumbudur	Hosur		(IIVIX)	incl.GST)	OI.11)
	4	Enterprise Software for PLM workflow and management	Plugin/Platform to support large teams integration and scale of work across multiple. Must have cloud built solutions and support multiple displays for interactivity Perpetual License with 5 Year full updates	1	Nos.	1	0				
	5	AR/VR Development SW	Education licenses can be used for learning, teaching, training, and research and development activities that are part of the instructional functions performed by the institution for development of AR/VR and Simulation Perpetual License with 5 Year full updates	50	Nos.	25	25				
В		Hardware									
	6	3D Projectors	4k 3d HDR projectors	4	Nos.	4	0				

SIPCOT Page 48 of 53

Block Name	BOQ Items	Equipment / Product	Specification/Description	Qua	ital ntity uired	Delivery Location		Model/Part Number		Unit Price (INR -	Total (Cl.5 x
				QTY	SKU	Sriperumbudur	Hosur		(INR)	incl.GST)	CI.11)
	7	Frame for Cave with sound system	Steel Frames with Acrylic sheets for – Screen size of front: 152"w x 103"h (3.86m x 2.62m) – Screen size of floor, ceiling: 152"w x 95"h (3.86m x 2.41m) – Screen size of side walls: 96"w x 103"h (2.44m x 2.62m) – Footprint: 13.5'w x 10.8'd x 10.5'h (4.10m x 3.27m x 3.18m) Fully Integrated for VR experience	1	Nos.	1	0				
	8	Oculus Quest 2 (With accessories) - VR HMD	VR HMD with 2160x2160 per eye @ 90Hhz, in 6Dof Architecture for tracking infinite space	2	Nos.	1	1				
С		Workshops									
	9	Workshops	Instructor-led classes that combine the best in quality, expertise, and convenience to increase your knowledge through partner. Programs that offer online assistance as part of the training will be given preference.	1	Nos.	Yes	Yes				
D		Training									
	10	services cover modules listed from the delive 30 users/traine	sive onsite/remote training ing all hardware/software above offered within 30 days ery of items, covering a min. of ees. nnual refresher/upgrade training	1	Nos.	Yes	Yes				

SIPCOT Page 49 of 53

Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur – Augmented Virtual and Mixed Reality Equipment

Block Name	BOQ Items	Equipment / Product	Specification/Description	Total Quantity Required		Delivery Location		Model/Part Number	Unit Price (INR)	Unit Price (INR -	Total (Cl.5 x Cl.11)
				QTY	SKU	Sriperumbudur	Hosur		(IIVIX)	incl.GST)	Ci.TT)
			days offered onsite/remote for om the date of first training								
E		Warranty / Support									
	11	hardware/softv technical supp spares & repai	year warranty for all vare items including onsite ort & service, replacement, rs. all software for 5 years.	1	Nos.	Yes	Yes				
	TOTAL (in Rs.)										

Amount in Words: Rupees	only	
1	-	

SIGNATURE OF THE BIDDER (with seal and address)

Page **50** of **53** SIPCOT

# **Annexure 10: Annual Maintenance Charges Post Warranty**

S.No.	Year	Amount (In Rs.)
1	For the First year after the expiry of the warranty	
2	For the Second year after the expiry of the warranty	
3	For the Third year after the expiry of the warranty	
4	For the Fourth year after the expiry of the warranty	
5	For the Fifth year after the expiry of the warranty	

SIGNATURE OF THE BIDDER (with seal and address)

Note: The above Charges do not form part of the evaluation of the bidder for the current bidding process.

SIPCOT Page 51 of 53

# **Annexure 11: Checklist of Submissions**

S.No	Document	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	Covering Letter on the Letter Head of the Bidder addressing to MD, SIPCOT as per the Annexure 1		
2.	Copy of the Tender Document duly signed on all pages as token of acceptance of Tender Conditions		
3.	Demand Draft no		
4.	Power of Attorney for the Authorized Signatory for signing the tender		
5.	Details of the Bidder as per the Annexure 2		
6.	Copy of Certificate of Incorporation/Registration		
7.	Copy of Memorandum of Association and Articles of Association		
8.	Copy of Registered Partnership Deed, in case of Partnership		
9.	Copy of PAN & Copy of GST Registration Certificate		
10.	Annual Turnover of the Bidder for the past three audited financial years as per Annexure 3		
11.	Copy of IT Returns for the past 3 years		
12.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years i.e. FY 2016-17, 2017-18 and 2018-19 (or) 2017-18, 2018-19 and 2019-20.		
13.			
14.	Declaration for not having tampered the Tender documents downloaded from the websites <a href="https://www.sipcot.tn.gov.in">www.sipcot.tn.gov.in</a> and <a href="https://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> as per Annexure 5		
15.	Certificate of the OEM/Authorized Dealer to the effect that the Bidder manufactures such and such a make of the equipment tendered.		
16.	In case of Authorized Dealers, Authorization Certificate from respective OEM stating the duration of the dealership engagement as per Annexure 6		
17.	Self-Declaration on License/Certifications for the equipment procured by the Bidder through this tender		

SIPCOT Page 52 of 53

# Tender for Provision of Technical Infrastructure for SIPCOT Industrial Innovation Centres at Sriperumbudur and Hosur – Augmented Virtual and Mixed Reality Equipment

	as per the Annexure 7	
18.	Purchase Orders and Invoice copies as per the	
	Qualification Criteria 2.1	
19.	Details of the Service Centres of the OEMs in Tamil	
	Nadu	
20.	Compliance with the BOQ in terms of quantity and	
	technical specifications as per the Annexure 8	
21.	Price Bid as per the Annexure 9	
22.	Annual Maintenance Charges post warranty period as	
	per Annexure 10	

Signature of the bidder with seal

SIPCOT Page 53 of 53