

भारतीय प्रौद्योगिकीसंस्थानगुवाहाटी,
गुवाहाटी-781 039

- Kuntil Bhuyan, MBA, LLB
Joint Registrar (S&P),

**Indian Institute of Technology
Guwahati,**
Guwahati-781 039, Assam, India.

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Stores & Purchase
Section

- To,

- Date : 23-07-2021

All interested Vendors

- Refⁿ: IITG/SNP/EP/ME-472/2021-22

SUBJECT: Notice inviting quotation for supply and installation of 'Free and Forced Convection Unit'.

Dear Sir/ Madam,

The Indian Institute of Technology Guwahati, invites quotations for **supply and installation of "Free and Forced Convection Unit"**, as per details mentioned in the **Annexure-I**, attached herewith. The quotation is to be submitted **online** as per 'Instruction to Bidders', 'Terms & Conditions' and Annexure-I, II, III, IV, and V to the undersigned on or before **11-08-2021 (Wednesday) at 15:00 HRS**.

Kindly read the NIQ document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the NIQ terms with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of its responsibility to fulfill its obligations under the Bid.

The Director IITG will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the Purchase Order. Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive IITG of the benefits of free and fair competition. Corrupt Practice means offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of this purchase execution.

In case of doubt on technical specification, please contact us at 0361-2583446 (Mr. Nip Borah)

INSTRUCTION TO BIDDERS

01. Mode of bid:

Tender will have to be submitted in **Double bid**.

02. Important Date, Time and Venue:

Sl. No.	Particulars	Date & Time
01	Date of uploading of NIQ & other documents (publishing date)	23-07-2021 at 16:00 hrs
02	Documents download/sell start date	23-07-2021 at 18:15 hrs
03	Documents download/sell end date	11-08-2021 at 12:00 hrs
04	Bid submission start date	26-07-2021 at 12:00 hrs
05	Bid submission closing	11-08-2021 at 15:00 hrs
06	Technical Bid Opening date	12-08-2021 at 15:05 hrs
07	Venue of Technical bid opening	ME, IIT Guwahati
08	Financial Bid Opening date	To be informed later on

03. Submission of bids: Bids are to be submitted through online to the website <https://eprocure.gov.in/eprocure/app> in **two Covers**, one in Fee/Technical Cover & the other is Financial Cover before the prescribed date and time using the Digital Signature Certificate (DSC). The documents duly digitally signed are to be uploaded.

03.1. Fee / Technical Cover: The technical Cover should contain scanned PDF copies (Single pdf file for multiple pages and documents) of the following in **two folders**. The seal and signature of the authorized official of firms must appear on all the papers uploaded. :

03.1.A. Fee/Technical Documents:

- i. Bid Security Declaration Form as per **Annexure-IV**.
- ii. Compliance certificate [**Annexure –II**]
- iii. Manufacturer's Certificate in case of manufacturer Or Manufacturer Certificate along with Authorized Dealership Certificate on the offered products in case of Agent or Dealer.
- iv. Details of the technical features of the offered item in the format at **Annexure-I**
- v. Standard Technical leaflet/literature on each of the items offered
- vi. HSN/SAC Number, ISO/ISI Certificate
- vii. Details of nature and maximum period of warranty offered.

03.1.B. Other Important Documents (OID):

- i. Bidder's detail and its Service Centre detail, and TIN number as per format at **Annexure-III**
- ii. Character certificate (Undertaking that currently the vendor is not blacklisted by any govt. organization/institution)
- iii. GST Registration Certificate and GST Clearance certificate.
- iv. PAN Detail
- v. Registration Certificate
- vi. Banker's Detail
- vii. List of reputed organizations/institutions, particularly to IIT/Institutes and other Government Organization where similar orders have been executed, if any (copy (s) of the Purchase Orders and Installation certificates will have to be uploaded).

The above stated **Other Important Documents** should be uploaded in Submenu "**My Documents**" under Menu "**User Management**" and then "**Submit OID**" while submitting the documents as shown below:

Sl.No.	Category	Sub Categor	Details
A	Certificate Details	CERTIFICATES	1. Bidders' Address Format[Annexure-III] 2. Character Certificate and List of reputed organizations/institutions. 3. GST Registration Certificate. 4. Permanent Account No. 5. Registration Certificate
B	Financial Details	Bankers Details	Bankers Details
C	Purchase Order	PO Details	Purchase Order(s) Details and installation cer

03.2. Financial Cover: The financial Cover should contain Bill of Quantities (BOQ) **in excel format**. The bidder is to quote the rate in the space marked for quoting rate in the BOQ. Only downloaded copy with same file name of BOQ document must be uploaded by the bidder after filling up.

04. Evaluation of Process:

- 04.1. Opening of Technical Cover: Technical Documents will be opened by the Purchase Committee members using Digital Signature Certificate (DSC).
- 04.2. Cover for Fee/Technical Documents (Ref. Sl. No. 03.1.A) and cover for Other Important Documents (Ref. Sl. No. 03.1.B.) will be opened. If there is any deficiency/discrepancy in the Documents, the bidder will summarily be rejected.
- 04.3. Decrypted (transformed into readable formats) documents of the covers will be downloaded and handed over to the Purchase Committee.
- 04.4. Summary list of technically qualified bidders will be uploaded online.
- 04.5. During evaluation the Committee may summon the bidders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- 04.6. The Financial offer of the prospective bidder will be considered only if the Technical Bid of the bidder is found qualified by the Purchase Committee.

05.Award: The Final Award will be given to the vendor, selected by the Purchase Committee on the lowest quote basis.

06. Conditional tenders not acceptable: All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on IITG.

07.Any query related to Technical Specifications, Instruction to Bidders and Terms & Conditions must be made before 7 working days of last date of submission of bids.

TERMS & CONDITIONS

- 01. Rates:** Rates quoted should be on F.O.R. IIT Guwahati basis for indigenous items and on **DOOR DELIVERY PAID** basis for imported items, with break-ups as per BOQ. Failing to provide as per BOQ, quotation may not be accepted. Currency Conversion against Item in Column K of BOQ Excel file there is two conversion type:
1. If you choose "Full Conversion" then Column BA (AMOUNT) and Column BB (TAXES) BOTH values will be converted based on selected Currency in (Column L).
2. If you choose "Partial Conversion" then Column BA (AMOUNT) only will be converted based on selected currency (Column L) and Column BB (TAXES) value (INR) will be added to the converted values.
If any bidder quote all the Amount in INR, the bidder must select "Full Conversion" type in currency conversion in column K.
- 02. Validity of Quotation:** Quoted rates must be valid for **120 days** from the last date of submission of quotation.
- 03. Warranty:** At least **01 (One) year** from the date of installation and acceptance by the Department.
- 04. Literature a must:** All the quotations must be supported by technical leaflet/literature and the specifications mentioned in the quotation must be reflected/ supported by such technical leaflet/ literature. The model and specifications quoted should **invariably be highlighted** in the leaflet/literature for easy reference.
- 05. After Sales Service:** In case of imported goods, bidders should clearly state the detail address, contact number and email ids of 'after sales service centre' in Guwahati, India in Bidder's Details under Statutory Cover as at Annexure-IV without which their offers shall be liable for rejection. Service against any complaint must be provided within 12 hours
- 06. Dealership Certificate:** Dealers or Agents quoting on behalf of Manufacturer must be uploaded valid dealership certificate.
- 07. Quality Certificates:** Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be uploaded: (a) Manufacturer's certificate; (b) ISO/ISI certificate.
- 08. Bid Security Declaration Form:** A Bid Declaration Form as per **Annexure-IV** duly filled up, signed and sealed to be uploaded. As per Rule 170 of General Financial Rule 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security Declaration Form.
- 09. Performance Bank Guarantee**
If PO value is above Rs.5 Lakhs, the successful bidder, to whom the PO is placed, shall furnish an unconditional Performance Bank Guarantee from a scheduled Bank of India, for 10% of the Purchase Order value, within 21 days of placement of order. The format for PBG, unless otherwise approved by the competent authority, shall be as per the format enclosed at **ANNEXURE-V**. In case of foreign purchase, the local Agent shall submit the PBG. Where the PBG is to be necessarily given by a foreign bank it shall be endorsed by its counterpart in India. Validity of the PBG, which shall be effective from the date mentioned therein, shall be **warranty period + 2 months**.
In exceptional case or on the request of the Indenting Officer competent authority may allow starting of PBG Period from the date of installation, in which case submission of PBG valid for *warranty period + 2 months* may be made within 21 days from the date of installation.
- (i) By submitting the PBG, the vendor is understood to have guaranteed that,**
- (a) The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
 - (b) The equipment shall function satisfactorily for a period up to 60 days after the warranty period.
 - (c) The equipment and components are free from poor workmanship, bad quality, and faulty designs.
 - (d) The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
 - (e) The guarantee is to the extent of 10% of the order value.
- (ii) Condition for invoking PBG:** In case of failure to comply with the guarantees above, IITG may terminate the contract / purchase order in whole or in part and forfeit the PBG. In addition, IITG may, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate IITG for any extra expenditure involved."
- 10. Delivery:**
- a) **Time Limit:** Maximum within 45 days from the date of issue of purchase order in case of indigenous items and 90 days for imported items.
 - b) **Safe Delivery:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the

package will be opened only in the presence of IIT user/representative and vendor's representative. The intact condition of the package and the seal/indicators for not being tampered with shall form the basis for certifying the receipt in good condition.

c) Insurance: The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at IIT **Guwahati**.

d) Part Delivery: Part delivery is not allowed.

e) Penalty Delay Delivery: The date of delivery should be strictly adhered to otherwise the Director, IITG reserves the right not to accept delivery in part or full.

11. Genuine Pricing: Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to IIT/Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be uploaded with the offer.

12. Conditional tenders not acceptable:

All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on IITG.

13. GST Inward Permit & Entry Tax:

(a) GST Inward Permit: GST Inward Permits (Way bills) shall be issued as applicable for delivery of materials against receipt of Final Invoice/ Bill.

(b) Entry Tax: Assam Govt. Entry Tax [to be paid by IIT Guwahati, not by the vendor], wherever applicable, will be added while evaluating cost status of the concerned equipment to be supplied by vendors from outside the State of Assam.

14. GST:

(a) Up-to-date Sales Tax clearance certificate, GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be uploaded.

(b) GST Deduction at source as per Order/notification of the Govt. of India will be applicable.

(c) GST No of IIT Guwahati is 18AAAJI0130P1Z8

(d) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

15. Late and delayed tender: Late and delayed tender will not be considered.

16. Payment to Local supplier:

(i) 100% Payment within 45 days from the date of successful delivery, installation and commissioning/ acceptance of goods at IIT Guwahati, generally through RTGS / NEFT, OR

(ii) 90% Payment against delivery and 10% payment after successful installation and/ or commissioning of the ordered goods at site.

Please note as per Institute's norm advance payment is not allowed for indigenous purchase.

17. PENALTY FOR DELAYED DELIVERY:

The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% (ten percent) as detailed below:

@1% up to one week;

@2.5% up to two weeks;

@5% up to three weeks;

@10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the Director, IIT Guwahati reserves the right not to accept the subject consignment.

18. Enquiry during the course of evaluation not allowed: No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (IIT Guwahati) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

19. Acceptance of quotations: The acceptance of the quotation will rest solely with the Director, IITG, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons.

20. Force Majeure:

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

21. Termination for default: Default is said to have occurred

- (a) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by IIT.
- (c) If the supplier fails to perform any other obligation(s) under the contract.
- (d) Under the above circumstances IIT may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, IIT may at its discretion also take the following actions: IIT may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate IIT for any extra expenditure involved towards goods and services obtained. Besides, the Director, IITG, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

22. Applicable Law:

- (a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Guwahati or India only.
- (b) Any dispute arising out of this purchase shall be referred to the Director IIT Guwahati, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

23. ADDITIONAL TERMS FOR IMPORTED GOODS

Following terms besides the aforementioned terms (1 to 22 and 24 except 16) will be applicable in case of foreign supply:

- a) **Rates:** Rates quoted should be on **DELIVERED DUTY PAID (DDP)** basis, with break-ups as per details given in the **BOQ**. Failing to provide as per BOQ, quotation may not be accepted.
- b) **Exchange rate:** Rate of foreign exchange shall be the rate prevailing on the date of quotation opening.
- c) **Delivery:** : Maximum within 90 days from the date of issue of purchase order.
 - (i) Door Delivery at IIT Guwahati.
 - (ii) While transshipment will be allowed, part shipment will not be allowed.
- d) **Payment:**
 - (i) **Above INR 5 Lacs by Letter of Credit (LOC):** By an irrevocable letter of Credit at DDP IITG value negotiable through any overseas branch of ICICI Bank with unrestricted provision. 90% of payment will be released on receipt of the shipping document and balance 10% after receipt of consignment. LOC will be established on receipt of Order acknowledgment and Performance Bank Guarantee (PBG)
 - (ii) **Below INR 5 Lacs by Foreign Demand Draft (FDD)/Wire Transfer as given below:** 100% payment will be released against receipt of Order Acknowledgment and Proforma Invoice
- e) **Agency Commission:** The percentage of ex-works value to be paid to Indian agent in equivalent Indian currency as agency commission as applicable will have to be clearly stated in the quotation.
- f) **Country of Origin:** While Country of Origin will have to be stated in the Original Invoice for payment through LoC.
- g) **LoC Amendment:** LoC/FDD amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.

24. IMPORTANT NOTES:

The proposed bidder in the E-publishing enquiries shall have to invariably **provide the following legibly on the top of the sealed envelop submitting their quote:**

1. Active E-mail id
2. Contact number – Land line if any or cell number of the contact person.

Non-submission of the E-mail id and the contact number may entail forfeiture of the bid.

Enclosed: ANNEXURES I, II, III, IV and V

(Mr. Kuntal Bhuyan)
Joint Registrar (S&P)

ANNEXURE -I
Technical Specification

NIQ Ref: IITG/SNP/EP/ME-472/2021-22

Item's Name: Free and Forced Convection Unit

Quantity: 01 (One)

Specification for Free and Forced Convection Unit:

1. Must be able to perform the following experiments: -
 - a. Investigate heat transfer in an air duct by Free and forced convection.
2. Should have the capability to adjust the following parameters during experiment
 - a. Heat input
 - b. Velocity of air during forced convection studies.
 - c. Heaters with at least three different geometries.
3. Displays: Temperatures, Heating power, Air velocity.
4. Attached software compatible with Windows 8 or higher version for analysis of data.
5. The setup must be standalone and table top.
6. Heating power: 20 to 40W or higher
7. Air flow rate: 0-400 m³/h or higher
8. Measuring range: Air velocity: 0 to 10m/s or higher, Heat input: 0 to 50W or more.
Temperature: At least up to 300^oC.
9. Power requirement: 230V, 50Hz, 1 phase.

NB: {For any query related to specification of the item, vendors are requested to Contact Mr. Nip Borah at 0361-258 3446 or email at: nip@iitg.ac.in}

Your Ref. No:

ANNEXURE –II

COMPLIANCE CERTIFICATE

NIQ Ref: IITG/SNP/EP/ME-472/2021-22

Certify that we have carefully examined the NIQ terms and fully understood its implications and do hereby agree to comply with all the terms, and hereby submit this compliance certificate.

Sl. No.	General Terms and Conditions	Yes / No
01	Details of the technical features of the offered equipment vis-à-vis NIQ specification	
02	Rates quoted as per instruction	
03	Standard Technical literature on each of the items offered	
04	Warranty period agreed	
05	AMC rates provided as instructed	
06	Validity period of quoted rate agreed	
07	Submission of Bid Security Form	
08	Bid Security Declaration Form	
09	PBG term agreed	
10	Delivery terms agreed	
11	Certificate of Up-to-date Sales Tax clearance, GST Registration Certificate provided	
12	Payment term agreed	
13	Penalty clause for delay agreed	
14	Literature- Printed Literature with highlight and tag on the quoted item provided	
15	Manufacturer/Authorization certificate submitted	
16	Quality certificate as claimed submitted	
17	After Sales Service term agreed and detail address & contact provided	
18	Not blacklisted by any Govt. Organizations/Institutions	

Sign. :.....

Vendor : M/s.....

Official seal of the vendor

Your Ref. No:

ANNEXURE-III
BIDDERS DETAIL

NIQ ref: IITG/SNP/EP/ME-472/2021-22

Sl. No.	Name of the company/Firm	To be filled by vendor (Documentary Proof must be attached as applicable)
01	Registered office Name & Address Details of contact person Name designation Telephone number e-mail	
02	Name & Address of service centre in Guwahati city Contact person/s Name designation Telephone number e-mail Details with contact no. of staff who will be involved in this project.	
03	Is the company/firm a registered company/firm? If yes, mention year and place of the establishment of the company and submit documentary proof.	
04	Is the company/firm registered for GST? If yes, submit valid registration certificate.	
05	List the major clients with whom your organization has been associated and submit documentary proof/PO.	

Note: Document/s if attached to the NIQ compliance Certificate the same may be referred to in the remark column above

Sign. :.....
Vendor : M/s.....

Official seal of the vendor

ANNEXURE –IV

Your Ref. No:

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI

Bid Security Declaration Form

To
The Joint Registrar
Stores and Purchase Section
IIT Guwahati

I/We/ M/s(name) submitted the bid against the
respective NIQ No. And tender ID
No.....) towards Supply and installation of
.....(Item's Name), declare that, if we withdraw or modify our bids either
during the period of validity of bid or fail to execute the contract on award of the contract, we understand and
agree that, our firm will be debarred for the period of one year for further bidding of any tender of your Institute.
Further, we agree that, your Institute is at liberty to intimate this debarment to all departments/organization of
government and governmental organizations.

Yours faithfully,

(Signature of the Bidder)

Name and designation of the officer
Seal, name & address of the Organization

ANNEXURE-V

PERFORMANCE BANK GUARANTEE

To:

The Registrar,
Indian Institute of Technology,
Guwahati- 781 039

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No:, dated: 20... to supply (Description of Goods and Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of 20.....

Signature and Seal of Guarantors

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.....
.....
Date.....20....
Address:.....
.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

The Joint Registrar
Stores and Purchase Section,
Indian Institute of Technology,
Guwahati- 781 039, Assam.