



NATIONAL INSTITUTE OF TECHNOLOGY
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TENDER DOCUMENT

Department of ENERGY & ENVIRONMENT

BID SYNOPSIS	
Tender Reference Number	NITT/F.No:023/Plan/2016-17/DEE Dated : 30/08/2016
Brief Description of the item to be purchased	THERMAL CONDUCTIVITY ANALYZER Quantity Required : 01
Type of Tender	Two Bid System
Cost of Tender Document including 5% VAT (Non- refundable)	Rupees in figures 150/- (Rupees in words ONE HUNDRED AND FIFTY ONLY) payable through Demand Draft drawn in favour of The Director, NIT, Tiruchirappalli, Tamil nadu Payable at Tiruchirappalli
Our web site address for downloading the Tender document	The tender document can be downloaded from our website www.nitt.edu
Earnest Money Deposit (Refundable)	Rupees in figures 8000/- (Rupees in words Eight Thousand ONLY) payable through Demand Draft drawn in favour of The Director, Tiruchirappalli, Tamil nadu Payable at Tiruchirappalli
Last Date and Time for receipt of tender	26.09.2016 3.00 PM
Mode of submission of Tender	By Speed Post/ Register Post/ Courier/ Hand delivery at the postal dispatch section of NITT.
Due Date, time & venue Opening of Tender	26.09.2016at 3.30 PM at Main Office
Date and time of opening of Price bids	After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated to technically qualified bidders.
Address for submission of Tender	The Director, National Institute of Technology, Tiruchirappalli-15, Tamil Nadu, India Kind attention: Dr. M. Premalatha, Phone No: 0431-250-3135, Email ID: latha@nitt.edu & skavitha@nitt.edu
Procedure for submission of Bid	Envelope 1 : EMD and Cost of Tender document Envelope 2 : Technical Bid Envelope 3: Price bid Envelope 4: Larger size Outer Envelope (Wrapper)
Contract person for Technical Queries	Name of Tender Inviting Faculty: Dr. M. Premalatha, Phone No: 0431-250-3135, Email ID: latha@nitt.edu & skavitha@nitt.edu

Notice inviting Tender

Sir, National Institute of Technology, Tiruchirappalli, Tamil Nadu (**herein after referred to as NITT**) is an Educational Institution of National Importance, invites sealed tenders from reputed Original Equipment Manufacturers or their authorized agents/ dealers/ distributors/channel partners for (a) supply of the following goods/ materials/Installation of the following equipment, (strike out whichever is not applicable) as per the detailed technical specification given below:

SPECIFICATION:

Standard Sample Size	up to 3 mm or up to 17 mm
Temperature Range	Ambient to 1000°C
Thermal Conductivity	0.005 to 1800 W/m/K.
Thermal Diffusivity Range	0.1 to 1000 mm/s
Repeatability	Thermal Diffusivity: +/- 2 - 3 % Specific Heat: +/- 2 to 5 %
Accuracy	Thermal Diffusivity: +/- 2 to 5 % Specific Heat: +/- 2 to 5 %

CHAPTER 2: TENDERING PROCESS

1. The tender document and terms and conditions can be downloaded from our website www.nitt.edu.
2. Through two separate Demand Drafts, the bidder is required to furnish Earnest Money Deposit (EMD) Rupees (8000/-Rupees in figure) and (Eight thousand Rupees only) and Cost of Tender Document (150/-Rupees in figure) and (ONE HUNDRED AND FIFTY Rupees in words).
3. **Without EMD and Cost of Tender Document, the technical bid will not be opened and the tender will be rejected summarily.**
4. **The sealed tender should be submitted on or before 26.09.2016at 3.00 P.M., through post or hand delivery and addressed to the Director, National Institute of Technology, Thuvakkudi, Tiruchirappalli-15, Tamil Nadu, India.**
5. At the first stage, the envelope containing EMD amount and Cost of Tender document will be opened and at the second stage the envelope containing Technical Bid will be opened on **26.09.2016**at 3.30 P.M in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
6. At the time opening of Tender opening, the name of those who have submitted their offers along with the details of their remittance of EMD and Cost of Tender Document will only be read out and no other information/ details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/ opening.
8. At the third stage, price bid of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order.
9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender. **10. The Tender document consisting of Technical Bid (along with all annexures to the technical bid) and Price Bid should be submitted in the Prescribed Format only.** **11.** The bidders are not allowed to make addition or alteration in the tender document. **12.** Each and every page of the submitted bid shall carry the page numbers. **13.** All pages of the tender document shall be signed by the person or persons duly authorized to sign, on behalf of the bidder. **14.** No paper / page shall be detached from the tender document. No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered. **15.** Printed condition at the back of the letter or bid from the tenderer will be ignored. If it is desired to apply any particular condition to tender, that must be clearly brought out in the body of the bid/ tender itself. **16.** The NITT shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed. **17.** The NITT will not be responsible for pre mature opening of the tenders. **18.** The offers submitted by telex/ telegram/ fax/ E-mail etc. shall not be accepted and will be summarily rejected. **19.** The Vendor should stamp and sign on each page of the technical and price bid. **20.** Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped. **21.** Bidders must confirm the acceptance of all the terms and conditions of the tender. **22.** Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount. **23.** The tender should be submitted through Registered Post or Speed Post or through Hand delivery. **24.** Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection. **25. Earnest Money Deposit (EMD):** The Tenders/ Bids must be accompanied by Earnest Money Deposit. Tenders without EMD will not be entertained. The bidders who are registered with National Small Industries Corporation (NSIC) are exempted from EMD and tender. However, for claiming this exemption, the bidders MUST furnish an attested copy of the exemption certificate indicating Date of registration, date till registration is valid, whether registered for items for which tender has been submitted. The EMD shall be in the form of Demand Draft Drawn, in favour of the Director, National Institute of Technology, Tiruchirappalli payable at Tiruchirappalli. The EMD of all the unsuccessful bidders will be returned to them at the earliest after issue of purchase order. The EMD of successful bidder shall be returned on receipt of Performance Bank Guarantee. No interest will be payable by the NITT on the EMD amount.

CHAPTER 3: SPECIAL INSTRUCTIONS TO THE BIDDERS

Procedure for sealing and marking of bids: The Tender / Bid Cover shall contain the following:

- a) **FIRST** envelope should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as “EMD COVER”
- b) **SECOND** envelope should contain the Technical Bid along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as “TECHNICAL BID” Cover.
- c) **THIRD** envelope should contain the Price Bid. This envelope should be sealed and super scribed as “PRICE BID” Cover.
- d) All the above mentioned THREE SEPARATE ENVELOPS are to be sealed and kept in one single Larger size outer envelope (**FOURTH** envelope) which should also be sealed and super scribed.
- e) **Each of the FOUR ENVELOPS** shall be super scribed with following details:

Tender reference Numberfor supply of
Due date of tenderand time
Name of the Tender Inviting Department NITT
Name and Complete address of the Bidder

- f) If all the THREE inner envelopes and the ONE outer envelope (i.e., larger envelope) are not sealed and marked as instructed, NITT will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.
- g) There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelop will also be out rightly rejected.

CHAPTER 4: TERMS AND CONDITIONS FOR PURCHASE

Eligibility: The Bidder must be an Original Equipment Manufacturer (OEM) or his Authorized Dealer/ Authorized Distributor/ Authorized Stockiest/ Channel Partner having a Direct Purchase and Support agreement with the OEM. In case, if the Bidder is a Dealer/ Distributor, A valid **LETTER OF AUTHORIZATION** from the Original Equipment Manufacturer for Dealership, Distributorship or for channel partnership must be attached in original, with technical bid, without which the offer will not be considered.

In respect of High Value procurements the following criteria will be applied: The bidder should have executed (i) three similar works, each of value not less than 40% of the estimated cost put to tender or (ii) Two similar works, each of value not less than 50% of the estimated cost, or (iii) one similar work of value not less than 80% of the estimated cost, during the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.

Technical Specifications are basic essence of the product. It must be ensured that the offers are strictly as per

our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make the bidder eligible for consideration. The specifications mentioned in the quotation have to be supported with the printed catalogue/ leaflet / standard technical literature/ broacher for each of the item offered. Model quoted / tendered specifications should invariably be highlighted in the leaflet/literature for our easy reference.

Rates: Rates for Indigenous items must be on **DOOR DELIVERY** Basis, which should be **inclusive** of all taxes, duties and levies. The break up may be given as given below: Basic Price (+) Central Excise Duty (+) VAT/ CST, if any) (+) Freight and Transit Insurance Charge, if any (+) Installation and Commissioning Charge, if any (+) Any other charges, if any Grand Total on Door Delivery Basis at NIT, Tiruchirappalli (i.e., F.O.R Destination basis)

- The price quoted shall be firm and fixed. The rate should be quoted both in figures and words.
- Where the equipment is composed of several items/ sub units / components, the rate should be clearly indicated for each of the item/ sub unit/ component.
- Prices of each of the additional, optional accessories, should be indicated SEPARATELY. The spare parts/ wear & tear, consumables, if any required for trouble free operation of equipment shall be quoted separately giving full nomenclature, rate, quantity and shelf life of each item.
- All applicable taxes, duties etc., should be clearly and separately mentioned in the Price bid.
- Charges for additional warranty beyond the free warranty period, should be quoted separately.

DGS&D rate contract: If any of the items proposed to be procured under this tender is already under DGS&D (Director General of Supplies and Disposal) Rate Contract, the bidder may give us the advantage of rate contract rate, as ours is a premier educational and research institution sponsored by the Government.

Validity of the Offer: For Indigenous Purchase the offer should be valid for 90 days and for Foreign Purchase it should be valid for 120 days.

Genuine Pricing: The bidder has to ensure that the quoted price for NITT is not more than the Price Offered to any other customer in India to whom this particular item has been sold, particularly to Indian Institute of Technology, National Institute of Technology, State/ Central or Deemed Universities, Defense Organizations, Research Establishments or any other Government Institutions. For this purpose the vendor has furnish a price reasonability certificate in the Format Prescribed in Annexure 2 to the Technical Bid. Name and contact details of the premier educational institutes/ government organizations where the quoted item/ equipment has been supplied/ installed during the last three years should be attached with the Proforma for Technical Bid.

EXEMPTION FROM EXCISE DUTY AND CUSTOMS DUTY: The NITT is exempted from paying Central Excise Duty and eligible for Concessional Rate of Customs Duty. Wherever required/ applicable, we shall provide exemption certificate issued by Government of India to enable the vendor to clear the goods without payment of Excise Duty or Clearance of Imports at Concessional Rate of Customs Duty. Present rate of Customs Duty is 5 Basic Customs Duty, 2% Educational Cess on Basic Customs Duty, 1% Higher Education Cess on Education Cess. In addition, wherever applicable Special Additional Duty (SAD) will also be paid at the rate of 4%.

Sales Tax: For Sales Tax Concession, NITT is not authorized to issue C or D Form Sales Tax Certificate. The Bidder may Claim Sales tax at the legally Leviable rate. In respect of items purchased for research and development purposes, TN VAT or Central Sales Tax may be charged at concessional rates as applicable to educational and research institutions run without profit motive, for which necessary End User Certificate, will be issued at the time of retirement of document. Further, the supplier may furnish the following certificate on the bill: "Certified

that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax (CST) or the State Sales Tax Act or the rules made thereunder and the amount charged on account of sales tax on these goods are not more than what is payable under the provisions of relevant act/ rules made thereunder.”

PAYMENT TERMS FOR INDIGENOUS PURCHASES:

- No advance payment will be made. No part payment will be made.
- For indigenous purchases, subject to the submission of Performance Bank Guarantee, full and final Payment will be made maximum within 30 days from the (a) date of delivery of the goods/ materials and acceptance of the same by the NITT or (b) supply, installation and successful commissioning of the equipment
- **For Imports payment, Please refer additional conditions at Chapter Number 5.**
- If the vendor fails to furnish the Performance Bank Guarantee, an amount equal to 10% of the Purchase Order value will be withheld and the balance amount will be released.
- NITT shall not be responsible for any loss, damages and shortage during transit. Payment shall be made for materials received in good condition only.
- Payment will be generally through Electronics Transfer of Funds (EFT) system for which the successful bidder has to furnish the following information: Name of the bank with branch where the accounts exist, Bank Account Number, IFSC Code etc.,

Warranty/ Guarantee:

- ❖ **Nature and maximum period of free warranty offered by the vendor should be clearly indicated.**
- ❖ The equipment must be warranted against all manufacturing defects for a minimum one year or as per standard warranty/ guarantee of the bidder, whichever is more from the date of satisfactory Supply, installation and commissioning.
- ❖ In case, a part thereof or the whole equipment is found defective the same will have to rectified / replaced on free of charge basis without lapse of time.
- ❖ The equipment shall be unused, brand new, calibrated and supplied along with the calibration certificate. In addition to the quoting for the equipment, the bidders are also requested to quote separately, the charges for a period of 2 years Annual Maintenance Contract after expiry of FREE WARRANTY period. It may be noted that AMC charges shall be considered along with cost of equipment for the financial evaluation of the Tender.
- ❖ However, NIT, Tiruchy reserves the right to opt for AMC for maintenance of the equipment after the expiry of free warranty period.

PERFORMANCE BANK GUARANTEE (PBG):

- ✓ As Performance Security, the successful bidder shall furnish an unconditional Performance Bank Guarantee (PBG) from a Nationalized Bank or scheduled commercial bank for an amount equal to 10% of the Purchase order value within 21 days from the date of Purchase Order and it should be kept valid for a period of 60 days beyond the completion of the Warranty Period. The PBG, shall be furnished in the Format specified by NITT.
- ✓ The PBG shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including the warranty obligation.
- ✓ More importantly, the PBG shall be sent by the Bank concerned directly to the Tender inviting Faculty at NIT, Tiruchirappalli.

Delivery Schedule: Unless otherwise specified, delivery of goods at NITT will have to be made within 45 days from the date of receipt of the Purchase Order or as stipulated in the Purchase Order. All aspects of safe delivery shall be exclusive responsibility of the vendor. Part supply/ delivery is normally not acceptable, but may be allowed on

genuine cases, on written request only. The acceptance of the equipment shall be based on (a) successful demonstration of the system (ii) satisfactory working of the equipment after successful commissioning as tested by concerned faculty of NIT, Tiruchy.

Liquidated Damages for delayed supply: If the successful bidder fails to perform the supply or supply, installation and commissioning, within the stipulated time then penalty at the rate of 1% per week subject to a maximum of 10% of the order value will be levied and deducted.

Purchasers' Right: Notwithstanding anything specified in this tender document, The Director, NITT, in his sole discretion, unconditionally and without assigning any reasons, reserve the rights (a) To accept or reject the lowest tender or any other tender or all the tenders, at any time prior to the award of the tender, without incurring any liability to the affected tenderer or tenderers (b) To accept any tender in full or in part (c) To reject the tender offer not confirming to the tender terms (d) To give purchase preference to Public Sector Undertaking wherever applicable as per Govt. Policy/ Guidelines.

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. However, the Purchase Committee or its authorized representative can make any enquiry/seek clarification from the bidders. In such a situation, the bidder shall extend full co-operation. Any effort by the bidder to influence the scrutiny / evaluation committee of NITT or any of its members in the processing of tenders or award decisions may result in the rejection of the tender.

Black listing: The bidder should not have been blacklisted or debarred from participating in tenders in any State/ Central Government agencies or autonomous bodies or Universities / Educational Institutions.

Supervision of Erection and Commissioning: Successful bidder shall depute concerned specialist, for supervision of Erection and Commissioning of the machine to be carried out as and when necessary. It is specifically instructed that the bidders will supply all the operating and service manuals and circuit diagrams along with the equipment.

Arbitration: Dispute, if any, arising out of the supply of the Items shall be settled by Arbitration by SOLE Arbitrator to be nominated by the Director, NITT as per the provisions of Indian Arbitration Act 1996. The Place of Arbitration shall be Tiruchirappalli, Tamil Nadu. The decision of the Arbitrator shall be final and binding on both the parties.

Applicable law, Dispute and Jurisdiction: Legal disputes if any, in connection with this tender/ procurement/ contract, are subject to exclusive jurisdiction of Competent Court in Tiruchirappalli, (Tamil Nadu, India) ONLY.

Force Majeure: Any delay due to Force Majeure will not be attributable to the Vendor.

17. After sales service: In case of imported items, foreign manufacturing firms should indicate facilities available for after sales service, detailed address and contact number of their local representative in India without which their offers will liable to be ignored.

CHAPTER 6: PROFORMA FOR TECHNICAL BID

	Item/ Requirement from the Bidder	Bidders Response should be definite, complete and legible. Use separate sheet wherever necessary. All the documents enclosed should be arranged in the same serial order as they appear on the Tender Document.		
1	Particulars of remittance of EMD: Specify (a) DD Number (b) Amount (c) Issuing Banker			
2	Particulars of remittance of Cost of Tender Document Specify (a) DD Number (b) Amount (c) Issuing Banker			
3	Name and Complete Postal address of the Applicant or Bidder Firm/ Company with phone/ Fax/ Mobile number			
4	Website Address, if any, of the Bidder firm / company			
5	Legal status / Constitution of the Bidder in INDIA : (a) Sole Proprietor (b) Partnership (c) Private Limited (d) Public Limited (e) others			
6	Registration particulars for Establishment / Incorporation of the Bidder as Partnership firm/Private Limited Company/ Public limited Company etc., (Attach documentary evidence)	Authority	Registration Number	Place, date and Year of registration/ incorporation
7	Classification of the bidder (a) Manufacturer or (b) Authorized Agent or (c) Authorized Dealer or (d) Stockiest or (e) others, specify			
8	If the bidder is an authorized dealer/ distributor/ stockiest, whether authorization letter from the Original Equipment Manufacturer is attached? (Note: Without this authorization letter, the bid will not be considered)			
9	Details/ Profile of the Products you are dealing with			
10	(a) Name, (b) address ,(c) designation, (d) phone & cell number and (e) E mail ID of the Contact person of the applicant/ bidder			
11	Income Tax Permanent Account Number (PAN Number) (Attach self-attested Xerox copy)			

14	VAT/ TIN number (Proof to be attached)							
15	Central Sales Tax (CST) Number (Proof to be attached)							
19	If the bidder has already supplied SIMILAR item or similar equipment to NIT, Tiruchy the details of the same.							
21	Detailed list of supplying SIMILAR Goods/ Materials/ Machines/ Equipment SUPPLIED to Indian Institute of Technologies / National Institute of Technologies / Indian Institute of Managements / State or Central Universities/ PSU's/ Central or State Government Institutions, during the last three (3) Financial Years: (Attach complete set of supporting documents and use separate sheet wherever required)							
	Purchase Order placed by (full address of the Purchaser)	Purchase Order Number and date	Description and quantity of the ordered item (indicate Capacity/ Size/ Model/ Make)	Value of the Order	Date of completion of delivery as per the contract & Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the item has been supplied/ installed satisfactorily? (Attach a certificate from the purchaser)	Contact person along with phone number, mail id & address
29	Whether all the pages of the bid document have been numbered and Page number of the document attached has been mentioned in the Proforma for Technical Bid? Whether documents enclosed with the technical bid are arranged and submitted in the same serial order as they appear on the Tender document?							

DECLARATION BY THE BIDDER

1. It is hereby declared that I/ we the undersigned, have carefully read and understood the terms and conditions of the tender document and it is certified that all the terms and conditions of the tender are acceptable to me/ us and I/ we will abide by the conditions.
2. The information / documents furnished along with our technical bid are true and authentic to the best of my/ our knowledge and belief. I/ we hereby declare that our proposal is made in good faith, without collusion and fraud. No forged / tampered documents are produced with the tender form for gaining unlawful advantage. We understand that NIT, Tiruchy is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.
3. I/ We / am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
4. We understand that NIT, Tiruchy is not bound to accept the lowest or any bid that NIT may receive.
5. Neither I/ We, nor anybody on my/ our behalf will indulge in any corrupt activities/ practices in my / our dealing with the NIT, Tiruchy.
6. Each page of the tender document and papers submitted by me/ us is authenticated, sealed and signed and I/ We take full responsibility for the entire documents. I/ We certify that the tender has been submitted in Official Tender Format only and no addition / modification / alteration has been made in the original tender document.

Authorized signatory of Bidder with Seal

Name.....

Designation.....

PRICE BID FORMAT FOR INDIGENOUS PURCHASES

Tender No. & Date:

Name of the Bidder:

S. No.	Description of the item to be procured	Unit	Quantity	Basic Price in Rupees (Excluding all taxes and duties)	Excise Duty %	VAT/ CST in %	Service Tax in %	Total Amount in Rupees (Inclusive of all taxes and duties)
1	Supply Portion/ Main item (under the letter head of the bidder Individual Item wise break price shall be attached as an Annexure to this price bid)							
2	Additional / Optional items/ Accessories and Spares etc., (Individual Item wise break price shall be attached as an Annexure to this price bid)							
3	Installation and Commissioning Charges, if any							
4.	Packing and Forwarding Charges, if any							
5.	Freight and Transit Insurance Charges, if any							
6.	Any other charges, if any							
7.	TOTAL ALL INCLUSIVE PRICE (Supplied or Supplied, installed and commissioned at NITT on door delivery basis. (i.e., F.O.R. Destination Basis)							
8	QUOTE FOR POST WARRANTY (Additional Warranty beyond the free warranty period): For Equipment supply, the bidder should clearly indicate the AMC Rate, for two years period, after the expiry of Warranty period, in non-comprehensive terms (does not include cost of spares). Failure to which the offer may NOT be considered even it turns out to be at the lowest price. The tender will be evaluated on Landed Cost + AMC rate for 2 years. However, NIT, Tiruchy reserves the right to opt or otherwise for AMC, for maintenance of the equipment after the free warranty period.							

Authorized signatory of Bidder with Seal

Note 1: NITT is eligible for exemption from Excise Duty and Concessional Customs Duty. Please refer the tender document. As regards Service tax, educational auxiliary services are exempt from Service Tax. As regards, sales tax NITT is not authorized to issue C or D forms for concessional VAT. However, it can issue end user certificate for claiming concessional VAT. Note 2: Price bid Format should be supported with separate sheet duly typed and signed on the letter head of the bidding firm/ company indicating details i.e., different components/ parts/ units of the equipment (if any) with number, name and price of each part.