



**FOUNDATION FOR INNOVATORS IN SCIENCE & TECHNOLOGY**  
**Bihta, Patna – 801 106, Bihar, INDIA**

## **E-PROCUREMENT MODE**

Tender Reference No.: IITP/FIST/TBI-50/2020-21  
E-tender for Supply of “3D Scanning System with hardware  
& Software” in FIST -TBI, IIT Patna Campus

**Documents to be submitted online only**



**FOUNDATION FOR INNOVATORS IN SCIENCE & TECHNOLOGY**  
**Bihta, Patna – 801 106, Bihar, INDIA**

**Tender Reference No.: IITP/FIST/TBI-50/2020-21**

**Date: 25/04/2022**

The Director, Foundation for Innovators in Science & Technology at IIT Patna Campus is in the process of purchasing following items(s) as per the details given as under:

<b>Name of the work</b>	Supply of “3D Scanning System with Hardware & Software”
<b>Earnest Money Deposit</b>	Rs.53,000.00 (Rupees Fifty Three Thousand Only)
<b>Warranty</b>	01 year
<b>Delivery Schedule</b>	08 Weeks
<b>Online Tender Fee and EMD Submission:</b> Bidder can submit their EMD online in the below mentioned bank account.	
<b>Account Details</b>	
<b>Customer Name: Messrs FOUNDATION FOR INNOVATORS IN SCIENCE AND TECHNOLOGY</b>	
<b>Account No:6244101000090</b>	
<b>IFSC: CNRB0006244</b>	
<b>Note: -</b> Tender Reference Number should be mentioned in the narration of the online payment.	
<b>Submission of Bids Online:</b> Interested parties may view and download the tender document containing the detailed terms & conditions from the website; <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	

1. Detailed Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and from our website (<https://www.fistiitp.com>).
2. All details /document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website & also at CPP Portal.
- 3. No manual bid will be accepted. All quotations (both technical & financial) should be submitted in the e-procurement portal only.**
4. FIST IIT Patna shall not be responsible for non-receipt of bid due to internet issues or any other reasons.

**CRITICAL DATES**

Publishing Date	<b>25.04.2022 (05:00PM)</b>
Document Download / Sale Start Date	<b>25.04.2022 (05:00PM)</b>
Bid Submission Start Date	<b>25.04.2022 (05:00PM)</b>
Last Date & Time of Submission of Bids (Technical & Financial Bid)	<b>16.05.2022 (04:00PM)</b>
Opening Date & Time of Technical Bids Online	<b>17.05.2022 (04:00PM)</b>
Financial bid Opening	To be intimated later on
Address of Communication	The Director, Foundation for Innovators in Science & Technology 503-504, 5 <sup>th</sup> Floor, Block IX Indian Institute of Technology Patna Kanpa Road, Bihta, Patna, Bihar-801106 Phone: 06115 233 959
For taking technical assistance regarding bid submission, if any	CPP Portal Website: <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> Help Desk Number 0120-4200462, 4001002, 4001005 and 4001005.

**DIRECTOR, FIST-TBI IIT PATNA**

**Tender Specification for “3D Scanning System with Hardware & Software” (Qty. – 01):**

<b>3D Scanning System with hardware and Software</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Specifications</b>
1	<b>Resolution</b>	Dual Camera & Projector Based System with <b>6 Megapixels</b> Camera or better
2	<b>Scanning light</b>	Optical Blue DLP Projector Light based 3D Scanning system or better
3	<b>Stand Alone Structured System</b>	System should be stand alone and mounted on a tripod stand. Should not be handheld type, arm type or connected to any optical/laser tracker system.
4	<b>Acquisition time</b>	Should be 2 seconds or better
5	<b>Measuring Area</b>	400 X 250 mm square or better
6	<b>System accuracy</b>	To be reported as per VDI 2634 – Part 3 with following accuracy for Scanning volumes as below: 1. Measuring volume 400 mm or better a. Probing Error Form            0.007 mm or better b. Probing Error Size            0.035 mm or better c. Spacing Error                    0.030 mm or better  The System should be certified that it confirms to the above standard.
7	<b>Data transmission</b>	Between sensor and data acquisition system should be USB
8	<b>LED bulb life</b>	Minimum 10,000 hours or better (Life Cycle test report Should be provided)
9	<b>Calibration</b>	Certified calibration plates covering all measurement volumes to be supplied
10	<b>Mounting and Handling system</b>	<ul style="list-style-type: none"> <li>• Supplied Mounting and Handling system of the Sensor could be handled by a single person.</li> <li>• High quality height adjustable Studio stand with manual tilt axis for quick and easy manual sensor positioning. The tripod should be equipped with high-quality and smooth-running wheels for maximum maneuverability.</li> <li>• Minimum 5 meter sensor cables &amp; Power supply.</li> </ul>
11	<b>Rotary table</b>	<ul style="list-style-type: none"> <li>• Rotation of rotary table should be auto-synchronized with scanning software.</li> <li>• One axis rotary table of diameter 350 mm (minimum) and load capacity 20 kg (Minimum) to be supplied. Resolution: 1° (or better), RPM-11</li> </ul>
12	<b>Transport Box &amp; Casing</b>	Transport box and casing to be supplied
13	<b>Magnetic Markers</b>	The system should be supplied with minimum 100 magnetic marker
14	<b>Stand-off Distance</b>	450 mm or better
15	<b>Measuring Volume Changeover</b>	No need of calibration after changing MV's.

16	<b>Changeover Time</b>	Less than 1 min with Plug & Play feature or better
17	<b>Operating Conditions</b>	The instrument should be capable of operating at 5 to 45 deg C temperature and Relative humidity 55% or less with no condensation.
18	<b>Merging scanned data</b>	Should have the ability to merge scanned data using different strategies such as:- With & without reference marker for back and front side
19	<b>Datum creation</b>	Should facilitate datum creation and local coordinate system
20	<b>3D analysis</b>	Tolerance and deviation Computations
21	<b>2D analysis</b>	Tolerance and deviation Computations for sections and surfaces
22	<b>Report</b>	Should be capable of Report generation and Graphics feedback
23	<b>Import CAD data</b>	IGES, STEP and others
24	<b>Import of point clouds and polygons</b>	OBC, ASC, TXT, STL, PLY and others
25	<b>Export of point clouds and polygons</b>	ACS, POL, STL, TXT and others
26	<b>Data export to statistics Programs</b>	CSV format and others.
27	<b>Scanner &amp; Inspection Software</b>	<p>The system should be supplied along with software for both scanning and inspections with following features:</p> <ul style="list-style-type: none"> <li>• Software should be parametric. Software should be capable of 3D data acquisition, processing and 3D colour comparison as well as 2D comparison.</li> <li>• Software should be capable to extract and detect features as well as features could be added or removed as per requirement</li> <li>• 3D comparison with color report.</li> <li>• The software shall provide online display of sensor position and live image mapping</li> <li>• Data acquisition and inspection software should be from in house development of the manufacturer in an integrated suit of software. No add on third party software should be required to do the mentioned inspection functions.</li> <li>• Automatic monitoring of calibration, transformation, movement and projection for each single measurement</li> <li>• Automatic transformation by measurement data by reference points or best fit of surface</li> <li>• Import /Export of scan data in STL, ASCII, POL etc</li> </ul>

		<ul style="list-style-type: none"> <li>• Mesh editing by filling holes,smooth,thinning.repairing etc</li> <li>• Live tracking of reference points for component positioning</li> <li>• Complete geometric measurement such as point, line, circle, slot, rectangle, vector, plane, cylinder, sphere, cone etc</li> <li>• Fitting elements feature (maximum inscribed and minimum circumscribed elements, Gaussian and Chebyshev methods) should be possible</li> <li>• Tracing and evaluation of curvatures and character lines</li> <li>• Silhouette section facility for 2D inspection</li> <li>• Multisections (axis parallel, radial, along curves and in viewing direction)</li> <li>• Cylindrical /conical base section and unroll section</li> <li>• Distance measurement using virtual calliper shall be possible. Software shall be capable to calculate curve length.</li> <li>• The measuring software shall provide complete set of indirect measurement for intersection, distance, angle, symmetry etc. Volume&amp; Surface area evaluations should be possible in inspection software.</li> <li>• Curve base analysis like flush and gap, curvature etc</li> <li>• Evaluation of GD&amp;T according to DIN ISO 1101 and ASME Y14.5 should be possible in software. All parameters like- flatness, Theoretically Exact Dimension (TED) Pattern, cylindricity, concentricity, roundness, run-out, total run-out should be evaluated by the software.</li> <li>• The software shall provide polygonization of random point clouds into polygon meshes.</li> <li>• The software shall have all the latest CAD based alignment features like automatic pre-alignment against CAD, alignment using 3-2-1, Best Fit, RPS, Plane-Line-Point, local best fit, etc. Tolerance definition on the CAD data should be possible.</li> <li>• Multiple alignment with hierarchical order in same project should be possible.</li> <li>• Draft angle analysis in colour plot/ Colored inspection sections with needle plots</li> <li>• Full-surface computation of material thickness based on polygon meshes</li> <li>• Tracing and evaluation of curvatures and character lines</li> <li>• Complete traceability of constructions and evaluations`</li> <li>• Airfoil module for inspection of blade/airfoil.</li> <li>• This software shall be able to construct equidistant multiple points on areas or along edges. It should be capable to evaluate collective sections like axis parallel, radial and along curves. Intersection, projection, perpendicular dropping and averaging of features shall be possible.</li> <li>• The software should be capable of evaluating flush &amp; gap between mating parts &amp; curve based analysis should be possible. Character line, bending distance, radius analysis, hemmed edge analysis, trim line &amp;spring back analysis should be possible.</li> <li>• Measuring principle feature should be available in software for repetitive dimensional checking. It should be possible to create a custom measuring principle as per user</li> </ul>
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		<p>specification and store it for future use.</p> <ul style="list-style-type: none"> <li>• Surface defect analysis and classification to determine surface quality of sheet metal and plastic shall be possible in the inspection software.</li> <li>• Multiple copy of analysis software for report creation. No need to keep scanner ideal for analysis and report.</li> <li>• Report module shall consist of customized templates with logos and text boxes and master page concept for uniform report styles. It shall be possible to export report as CSV table, PNG and PDF format.</li> <li>• Feature like Analysis of material allowance control shall be available in the software.</li> <li>• Software should be certified by PTB &amp;NIST.</li> </ul>
28	<b>OEM Credibility</b>	Manufacturer /supplier should office in India for after sales support services.
29	<b>Local Repair Facility</b>	Repair center of 3D Scanner should be locally available in India. All repair and service of system should be available in India. System should not be sent to factory/outside India in any case of breakdown.
30	<b>Multiple License</b>	Minimum 10 license of Inspection software should be provided without any extra cost
31	<b>Warranty</b>	System should be provided with warranty of 01 year from successful installation of the equipment.
32	<b>Training</b>	Onsite training must be provided.
<b>Optional Item</b>		
1.	Laptop	Workstation/laptop with minimum 64GB RAM.
2.	Reverse Engineering Software	<p>Reverse Engineering Software should be a dedicated software and be able to combine the history based CAD with 3D Scan data processing so as to create feature based, editable solid models compatible with the other CAD software.</p> <p>The Software must have the following functionality</p> <ul style="list-style-type: none"> <li>• Scan Directly into product Import\ Points, Import Mesh &amp; Direct Modeling</li> <li>• Point Editing (Delete, Sample, Reduce Noise)</li> <li>• Basic Mesh Editing (Fill Holes, Trim, Mesh Doc)</li> <li>• Advanced Mesh Editing (Sandpaper, Sculpt etc.)</li> <li>• Intelligent Extraction of surfaces/solids/sketches</li> <li>• Complete Sketching and solid modeling</li> <li>• Mesh to solid deviation Analysis</li> <li>• Native output to NX, Solid works, Inventor &amp; Creo.</li> <li>• Organic Shape Surfacing &amp; 2D Drawing Creation</li> <li>• Creation and Management of Assembly Relationships</li> <li>• Simple geometry such as cylinders, cones and spheres should be quickly extracted as solid Geometry or surface geometry from the mesh.</li> <li>• Option to automatically extract surfaces, solids and sketches from the mesh.</li> <li>• Should be able to automatically heal various defects in the mesh.</li> </ul>

## **GENERAL TERMS & CONDITIONS**

- OEM must have ISO 9001:2000 Certification.
- Machine quoted should be from the standard production range of the OEM/vendor. No prototype or developmental basis machine will be acceptable.

## **INSTRUCTIONS TO THE TENDERERS**

The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting the online bids on the CPP Portal is available/ obtained at URL:<http://eprocure.gov.in/eprocure/app>
3. For Registration, Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link \*”Click here to Enroll”. Enrollment on the CPP Portal is free of charge.
4. Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital Signature Certificate requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
6. FIST IIT Patna reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The technical committee constituted by the FIST IIT Patna shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. FIST IIT Patna before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
9. The item should be delivered at FIST IIT Patna, Kanpa Road, Bihta, Patna-801106, Bihar, INDIA and the supplier shall be responsible for any damage during the transit of goods.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. Interested bonafide and reputed manufacturers/India agents (on behalf of their foreign principals) may submit Online bids for each of the above equipment along with all requisite documents and scanned copy of Tender Fee / EMD submission reference.
12. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
13. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
14. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. FIST IIT Patna reserves the right to accept or reject any or all the tenders.
15. The detailed instruction for Online submissions of bid(s) through e-Procurement module of Central Public Procurement of NIC, the bidder(s) may visit the following link:-  
<http://eprocure.gov.in/eprocure/app?=HelpForContractors&service=page>



## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

*(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)*

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

Bidder should take into account any corrigendum published on the tender document before submitting their bids

- 1) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any

Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. After Clicking "FreezeBid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPPPortal in general may be directed to the 24x7 CPP Portal Helpdesk

### **GENERAL TERMS AND CONDITIONS**

01. **Rates:** Rates quoted for indigenous items must be on F.O.R basis for FIST IIT Patna, on **DOOR DELIVERY** Basis, with break up as per details given in BOQ.
02. **Validity:** The validity period of the offer should be clearly specified. It should be at least for 120 days from the last date of submission of quotations.
03. **Warranty/Guarantee:** The material is quoted with a minimum onsite Warranty/Guarantee period of 01 years after the date of delivery, installation and acceptance at final destination.
04. **EMD & Tender Fee:** EMD & Tender Fee (if any) should be submitted in the FIST IIT Patna Account.  
Account Details  
Customer Name: Messrs FOUNDATION FOR INNOVATORS IN SCIENCE AND TECHNOLOGY  
Account No: 6244101000090, IFSC: CNRB0006244
05. **Delivery:** Unless otherwise stated delivery of goods shall be at FIST IIT Patna and will have to be effected maximally within 08 (**Eight**) weeks from the date of issue of the Purchase Order. All aspects of safe delivery shall be the exclusive responsibility of the vendor.
06. **PAN, GST Certificates & TDS:** Scanned copy of PAN along with PAN of partners/owners (if applicable) and GST Registration Certificate in Form REG-06 must be uploaded with technical bid. Appropriate Income Tax/GST deduction at source wherever applicable by the law.
07. **Dealership Certificate:** Dealership certificate (in case of authorized dealers) and standard Technical literature on the offered products must be uploaded with technical bid.
08. **Performance Guarantee:** 03% in the form of Bank Guarantee/ Fixed Deposit of the total order value needs to be submitted for such period as **to cover two months** beyond the warranty period for any order for equipment's of more than Rs.1 Lakh. In case of non-submission of BG/FD, an equivalent amount will be retained while payment till the above mentioned duration.
09. **Late and delayed quotation:** Late and delayed quotations will not be considered. In case any unscheduled holiday occurs on prescribed closing/opening date, the next working day shall then automatically be the prescribed date of closing/opening of the quotation with no change in timing.
10. **Ground for Rejection of Quotation:**
  - (i) The quotations are liable to be rejected if the foregoing conditions are not complied with. The quotation should be complete in all respects if a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. The quotations shall be rejected if the information, on the outer cover of the bid, is not provided in the format given in the table in Page 1.
  - (ii) Either OEM or its sole representative is allowed to bid. In case both have bided, the bid of OEM will be valid. However, both bids shall be rejected if there is a conflict of interest among the OEM & its sole representative.
  - (iii) If at any time of tender, cartelization is found, the bidding firms would be liable for legal action as per Anti-Competitive Practices (CCI).
11. **Payment:** Payment will be made within 30 days from the date of submission of Invoice after successful delivery and acceptance of goods at FIST IIT Patna (successful installation in case of machinery, equipment's or the likes) generally through RTGS / FUND TRANSFER. Following information must be clearly written in the uploaded bank details for RTGS / FUND TRANSFER: -
  - (a) Name of the Firm with complete postal address
  - (b) Name of the Bank with Branch where the Account exist
  - (c) IFSC CODE
  - (d) ACCOUNT No
  - (e) PAN
  - (f) GSTIN
12. **Liquidated Damage:** If a firm accepts an order and fails to execute the order in part or in full, as per the terms and conditions stipulated in the Purchase Order, it will be open to the institute to recover the liquidated damages from the firm at the rate of 0.5% per week of the order value subject to a maximum of 10% of the order value. It will also be open to the institute alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the defaulter firm/vendor, which accepted the order but failed to execute the order according to the stipulated agreed upon. Defaulter vendor(s)/ firm(s) are also liable for blacklisting.
13. **Termination for default:** Default is said to have occurred

- (a) If the supplier fails to deliver any or all of the goods/ items/ services within the time period(s) specified in the purchase order or any extension thereof granted by FIST IIT Patna.
- (b) If the supplier fails to perform any other obligation(s) under the contract
- (c) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from FIST IIT Patna (or takes longer period in spite of what FIST IIT Patna may authorize in writing), FIST IIT Patna may terminate the contract / purchase order in whole or in part. In addition to above, FIST IIT Patna may at its discretion also take the following actions: FIST IIT Patna 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 FIST IIT Patna for any extra expenditure involved towards goods and services to complete the scope of procurement.

**14. Applicable Law:**

- (a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing, as may be applicable upon FIST IIT Patna.
- (b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, India only.
- (c) Any dispute arising out of this purchase shall be referred to the Director FIST IIT Patna, 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.
15. The acceptance of the quotation will rest solely with the **Director** FIST IIT Patna, 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 of the quotations received without assigning any reason(s).
16. **Important:** The **Director** FIST IIT Patna may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lowest bid. The Institute at its discretion may change the quantity / upgrade the criteria / drop any item, at any time before placing the Purchase Order.
17. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a Force Majeure situation arises, the Supplier shall promptly notify FIST IIT Patna in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. The in general Printed conditions of supply of the firm, if any, will not be binding on the Institute.
19. The bidders can quote only items with minimum 20% domestic value additional/local content. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. The bidders are required to furnish a self-certificate regarding the items meeting local content requirement, mandatorily mentioning following:
- a. Percentage of Local Content (exclusive of services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc.)
- b. Location(s) at which the local value addition is made
20. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority in accordance with OM F.No.6/18/2019-PPD dated 23rd July, 2020 of Ministry of Finance, GOI. (Amount should be quoted in INR).

**TENDER ACCEPTANCE LETTER****(To be given on Company Letter Head)**

To,  
 The Director,  
 Foundation for Innovators in Science &  
 Technology,  
 Indian Institute of Technology Patna  
 Kanpa Road, Bihta, Patna, Bihar-801106  
 Phone: 06115-233-959

**Sub: Acceptance of Terms & Conditions of Tender.****Tender Reference No.:** \_\_\_\_\_**Name of Tender / Work:-**


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Dear Sir/Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work" from the website(s) namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / Clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department / Public Sector Undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organization shall without giving notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including forfeiture of the full said EMD absolutely.

**Yours Faithfully,****(Signature of the Bidder, with Official Seal)**

**LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

1. Scanned copy of bank details for NEFT/ RTGS on letter head.
2. Scanned copy of self-declaration of original manufacturer or authorized dealership certificate from OEM.
3. Scanned copy of certificate of GST and PAN.
4. Scanned copy of tender acceptance letter. (Annexure-V)
5. Scanned copy of printout of EMD/Tender Fee or Exemption certificate for the same.
6. Scanned copy of detailed technical specification & brochure (if any).
7. Scanned copy of self-certificate regarding the items meeting local content requirement as mentioned in clause 19 of general terms and condition.

**(Please note that no indication of the rates/ amount be made in any of the documents submitted with the technical bid)**

## **INSTRUCTION RELATED PRICE BID**

### **PRICE BID – Schedule of price bid in the form of BOQ format:**

#### **A. Schedule of price bid in the form of BOQ format:**

1. The below mentioned Financial Proposal / Commercial bid format is provided as BOQ along with thistender documents at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BOQ.xls** as it is and quote their offer / rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper / modify the downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD shall be forfeited.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **120 days**, from the date of tender opening.

#### **B. Break-up of price in PDF format**

1. The break-up of price for each item should be given in PDF format (signed scanned copy) with details of components with individual prices for (i) 3D Scanning System with Hardware & Software. (ii) Post warranty period year wise AMC charges (comprehensive & Non-comprehensive) and (iii) Optional accessories, if any in separate sheets/tables. The point (ii) & (iii) will not be considered for price bid comparison.

Signature of the Tenderer

Name of the Firm:

Contact No.:

Email:

Seal:



**Annexure-VIII**

**Format for Breakup of Price/Bill of Quantity:**

Sl. No.	Name of Item	Make	Model	Unit	Quantity	Rate	GST (%)	Amount
1	3D Scanning System with Hardware & Software							
<b>Total basic amount for 3D Scanning System with Hardware &amp; Software (As in cell no. BA14 of BOQ)</b>								
<b>Total GST Amount</b>								
<b>Grand Total Amount</b>								
11	Laptop							
12	Reverse Engineering Software							
13	<u>Optional Item 3</u>							
14	<u>Optional Item 4</u>							
15	<u>Optional Item 5</u>							
<b>Annual charges for Comprehensive AMC for next 3 years after warranty period*</b>								
<b>Annual charges for Non-Comprehensive AMC for next 3 years after warranty period*</b>								

\*Quoted price will not be included in comprehensive statement for determining the L-1.

**Note:** The rows may be increased/decreased as per requirement.