

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

E-PROCUREMENT MODE

Tender Reference No.: IITP/FIST/TBI-44/2021-22 E-tender for Supply of "CAM software with CAD/CAM Bundle" 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-44/2020-21 Date: 23/03/2022

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:

parenasing ronowing items(s) as per the details given as under.					
Name of the work	Supply of "CAM software with CAD/CAM Bundle"				
Earnest Money Deposit	Rs.21,000.00 (Rupees Twenty Thousand Six Hundred Only)				
Warranty	01 years				
Delivery Schedule	02 Weeks				

Online Tender Fee and EMD Submission: Bidder can submit their EMD online in the below mentioned bank account.

Account Details

Customer Name: Messrs FOUNDATION FOR INNOVATORS IN SCIENCE AND TECHNOLOGY

Account No:6244101000090 IFSC: CNRB0006244

Note: - Tender Reference Number should be mentioned in the narration of the online payment.

Submission of Bids Online: Interested parties may view and download the tender document containing the detailed terms & conditions from the website; https://eprocure.gov.in/eprocure/app

- 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

CHATTORIE DITTED					
Publishing Date	23.03.2022 (05:00PM)				
Document Download / Sale Start Date	23.03.2022 (05:00PM)				
Bid Submission Start Date	23.03.2022 (05:00PM)				
Last Date & Time of Submission of Bids (Technical & Financial Bid)	13.04.2022 (04:00PM)				
Opening Date & Time of Technical Bids Online	14.04 .2022 (04:00PM)				
Financial bid Opening	To be intimated later on				
Address of Communication	The Director, Foundation for Innovators in Science & Technology 503-504, 5 th 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: https://eprocure.gov.in Help Desk Number 0120-4200462, 4001002, 4001005 and 4001005.				

DIRECTOR, FIST-TBI IIT PATNA

Tender Specification for "CAM software with CAD/CAM Bundle":

Scope: Supply, installation and Successful Training of "CAM software with CAD/CAM Bundle". S/No Parameter **Specification** Design Software Modules 1.a 3D CAD Create sophisticated part and assembly designs quickly and efficiently with 3D design software. Powerful, easy-to-use design capabilities combined with a range of tools for drawing creation, design analysis, cost estimation, rendering, animation, and file management create an intuitive system for developing innovative products that make us more productive, lowers costs, and accelerates our time-to-market. 1.b Part and Handle all aspects of your part and assembly modeling with the 3D design Assembly system for transforming ideas and concepts into virtual 3D models. For Modeling conceptual design, create 3D designs quickly using imported images, simple sketches, or scanned 3D data, and then add more details as the design evolves. Assembly structure planning lets you quickly lay out your design assembly structure and then export to given design software module for automatically creating CAD files. Direct model editing lets you manipulate and modify 3D geometry working directly on 3D CAD models. 2D Drawings 1.c Create production-ready 2D drawings that are always current and clearly communicate how your design should be manufactured and assembled. Software's associativity links a 2D drawing directly with a 3D solid model so updates to the 3D model can be automatically reflected in the 2D drawing. Design software module accelerates your design process, saving time and development costs while increasing productivity. 1.d Design Reuse Leverage existing engineering data to create new designs and speed up new and product development. With Software, a range of tools helps you reuse existing Automation 3D CAD models and 2D drawings, which accelerates your design process, saves time and development costs, and increases productivity. Software search, automation, and configuration tools simplify the reuse of existing design data to create new designs. 1.e Collaborate and Product collaboration tools help members of your design team work closely with Share other project stakeholders, outside vendors and customers. You can also protect **CAD Data** proprietary design data before sharing it beyond your organization, and to manage project data, and control design revisions. 1.f Interference Before going into production, verify that our parts and assemblies will fit, Check assemble, and operate correctly with Interference Check. Fully integrated with

		1 -					
		CAD, we can use Interference Check in 2D and 3D while design to accelerate our product development process, and analyze tolerances to assess manufacturability.					
1.g	First-Pass Analysis Tools	This tool allows performing basic stress analysis on individual parts. We can quickly determine effects of force and pressure and generate reports to document results.					
1.h	CAM Programming	Able to pe	Able to perform 2.5-axis milling programming.				
1.i	Design for Manufacturing (DFM)	To ensure our product can be manufactured, software should provide 3D tools for reviewing our design early in the development process. It is much easier and less costly to correct issues found during the design stage than correcting them during manufacturing planning or after your design is in production.					
1.j	Productivity Tools	Capabilitie	Capabilities for design analysis, comparison, checking, and reporting.				
1.k	Advanced CAD File Import/Export and 3D Interconnect		nould provide more than 20 translators to convert incoming CAD data into oftware 3D CAD format or to export provided software data to other CAD				
1.1	Xtended Reality (XR) Exporter	Reality, por export option	ly simplify the path from provided cad module to Augmented and Virtual wering an ecosystem of rich AR, VR and Web viewing experiences. This on from software retains valuable information like geometry, appearances, lies, configurations, display states, meta data and more				
2	CAM Software Mo		3 3				
2.a	Full 2.5D (3-Axis) Functionality which includes Profile, P Facing, Canned C Translated Surface Milling, Engraving	och Pocket, ycles, Slot, e, Thread	Required				
2.b	HSR & HSM- 3D Speed Machining High Speed Roughing & HSM High Speed Finish	High HSR -	Required				
2.c	Turbo – HSR Fundario – HSM Fundario	ctionality.	Required				
2.d	HSS- High Speed Surfacing		Required				
2.e	4th Axis Simultan Rotary Machining	,	Required				
2.f	Drag & Drop Template		Required				
2.g	4/5 Axis Indexing, C axis Wrapping		Required				
2.h	Template based programming Feat For smart, easy, fa		Required				

	in programming. To avoid repetitive CAM				
	Programming.				
2.i	Process Sheet (Tool Sheet)	Required			
	for shop floor				
	documentation - machining				
	operation details.				
2.j	Standard Tool Path	Required			
	Simulator: -				
	- Solid Verify (Inclusive of				
	tool collision & actual				
	cutting)				
	- Rest Material,				
	- Host CAD (inclusive of tool				
	movement & tool path)				
	2D & 3D				
2.k	Post Processors required for	Required			
	VMC Machine-				
	Machine Make-HAAS VF2-				
	4 AXIS				
3.	Training	onsite training should be provided			
4.	Technical Support	For one year from the date of installation			
5.	Software Upgrades &	For one year from date of installation			
	Patches				
6.	Installation	The software will be installed at FIST, IIT PATNA Site			
7	Scope of supply and other terms and conditions:				

- 7. Scope of supply and other terms and conditions:
 - 1. While quoting, firm shall mention the name of the software for which he has quoted.
 - 2. The firm should be the authorized supplier/ distributer of the company of which software is quoted for and shall submit the authorized supplier/ distributer certificate of the OEM.
 - 3. Supplier shall supply latest version of one licensed single window Integrated CAM software along with parametric (Sketch/solid/surface) suitable CAD software for CNC-Programming (Milling 4 axis Machines) along with the licensed key which should be capable of doing or incorporating any changes made in CAD to CAM automatically. Software license should be perpetual license.
 - 4. CAM Software should have Full associability with CAD Design Software. It should have feature to change any part design (change in sketch/change in solid/change in surface) and should automatically update complete tool path and related process and other parameter such as Raw Material Size / UCS Position / Boundaries / Fixture, etc.
 - 5. CAM Software should also work in the CAD software assembly mode itself to graphically show Fixtures, Tooling & Vices in its simulations.
 - 6. CAM Software should be able to directly import all major CAD software file formats i.e. IGES (*.igs), Para-solid (*.xt), Dxf (*.dxf), Dwg (*.dwg), CATIA Graphics (*.cgr), ProE/Creo part (*.prt), STEP AP203 (*.step; *.stp) etc. without converting them to IGES format to eliminate import/export challenges/difficulties.
 - 7. Software should have various finishing strategies viz. C axis Wrap, Profile machining, 3D surface machining, Constant and Variable z height machining, Face milling, Chamfer milling, Internal thread milling, 2D & 3D scallop strategies to machine any kind of job from casting, solid block & should be able to machine Die-n-Moulds.

- 8. CAM Software should be able to program following machines and should include the required post processors files:
- 8.1 HAAS VF2- 4 AXIS
- 9. CAM Software should be able to use full portion (Cutting Length) of the tool by optimized and automated engagement software wizard module.
- 10. CAM Software should be User Friendly and very simple to learn and operate with easy compatibility of integrated CAD software.
- 11. CAM Software should be able to automatically decide the following parameters-
- 11.1 Cutting Tool Feed (G1)
- 11.2 Tool Step-Over
- 11.3 Tool Step-Down
- 11.4 Cutting Tool RPM

considering the CNC Machine and material input parameter like Spindle RPM, Maximum Spindle cutting feed, Maximum Spindle power, Belt Drive Spindle or Gear Drive Spindle, Hardness or U.T.S. Value of material, cutting tool material - Carbide or HSS, cutting tool Geometry - helix angle, number of cutting Edges (parameter calculation based on A.C.P.) etc.

- 12. Software should be able to generate program / G-code considering the variable cutting tool engagement angle and corresponding cutting feed during the actual job cutting.
- 13. Two similar jobs would be required to cut using the CAM software for different machining condition (for different Machine, material & cutting tool) to evaluate Automation of change in cutting tool RPM, cutting feed & cutting tool step over & programming pattern at buyer's premises before finalization of the software.
- 14. Purchase Order & its Successful installation report of Supplying similar software to reputed institutes like IITs, NITs, IISC, etc. within preceding 05 years.

Vendor must satisfy scope of supply & all terms & conditions.

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 beforesubmitting 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, thebid 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

Annexure-IV

GENERAL TERMS AND CONDITIONS

- 01. **Rates:** Rates quoted for indigenous items must be on F.O.R basis for FIST IIT Patna, on <u>DOOR</u> <u>DELIVERY</u>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. <u>Warranty/Guarantee</u>: 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. <u>EMD& Tender Fee:</u> 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. <u>Delivery:</u> Unless otherwise stated delivery of goods shall be at FIST IIT Patna and will have to be effected maximally within 02 (**two**) **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. **<u>Dealership Certificate:</u>** 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 writtenin 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 acceptany 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 of 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, it's 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 allreasonable 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:-						
Dear S	ir/Madam,						
1.	I/We have downloaded / obtained the tender document(s) for the above mentioned "Tender / Work"						
	from the website(s) namely:						
	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 Noto(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. Purchase Order & its Successful installation report of Supplying similar software to reputed institutes like IITs, NITs, IISC, etc. within preceding 05 years as mentioned in clause 14 of scope of supply and other terms & conditions.
- 8. 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 BOO 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 BOO, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated asinclusive 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) CAM Software with CAD/CAM Bundle (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:

Format for Breakup of Price/Bill of Quantity:

Sl. No.	Name of Item	Make	Model	Unit	Quantity	Rate	GST (%)	Amount
1	CAM Software with							
	CAD/CAM Bundle							
	l basic amount for CAM							
	ware with CAD/CAM Bundle							
cvx(A	As in cell no. BA14 of BOQ)							
Tota	Total GST Amount							
Grand Total Amount								
11	Optional Item 1							
12	Optional Item 2							
13	Optional Item 3							
14	Optional Item 4							
15	Optional Item 5							
Annı	Annual charges for							
Com	Comprehensive AMC for next 3							
years after warranty period*								
	Annual charges for Non-							
Com	Comprehensive AMC for next 3							
years after warranty period*								

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

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