



भारतीय प्रौद्योगिकी संस्थान पटना
INDIAN INSTITUTE OF TECHNOLOGY PATNA

बिहटा, पटना-801106, बिहार, भारत
Bihta, Patna – 801 106, Bihar, INDIA

E-PROCUREMENT MODE

Tender Reference No.: IITP/R&D/363/FIST-02/2019-20
E-tender for Supply of “**Nano-Indenter**”

Documents to be submitted online only



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Date: 01.08.2019

Indian Institute of Technology Patna is in the process of purchasing following items(s) as per the details as given as under:

Name of the work	Supply of items mentioned in Annexure-I
Earnest Money Deposit	Rs.6,70,000.00 (Rupees Six Lakh Seventy Thousand Only)
Warranty	3 Years
Delivery Schedule	12 (Twelve) Weeks
Online Tender Fee and EMD Submission: Bidder can submit their EMD online by visiting below link: https://www.onlinesbi.com/sbicollect/icollecthome.htm	
Note:- Tender Reference Number should be mentioned for the purpose of EMD submission. Following webpage may be referred for the instructions related to fee submission; https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf	
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.iitp.ac.in/>).
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. IIT Patna shall not be responsible for non-receipt of bid due to internet issues or any other reasons.

CRITICAL DATES

Publishing Date	05.08.2019 (05:00PM)
Document Download / Sale Start Date	05.08.2019 (05:00PM)
Bid Submission Start Date	05.08.2019 (05:00PM)
Last Date & Time of Submission of Bids (Technical & Financial Bid)	27.08.2019 (05:00PM)
Opening Date & Time of Technical Bids Online	28.08.2019 (05:00PM)
Address of Communication	The Registrar (for Research & Development Unit), Indian Institute of Technology Patna Kanpa Road, Bihta, Patna, Bihar-801106 Phone: 0612-302-8292
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.

REGISTRAR, IIT PATNA

A versatile nano mechanical testing system for indentation and tribological studies capable of studying mechanical properties of thin films, ceramics, bio samples, metals, etc. should be quoted. The quotation should be elaborate in terms of specifications, terms and conditions and capabilities. Vague terms/specifications will not be acceptable. The specifications should be proved on installation site.

The system should consist of essential parts needed to do:

1. Nano-indentation as specified below
2. Nano-tribology and Wear as specified below
3. Dynamic Mechanical Analysis and Depth Profiling
4. High Load indentation
5. Pre- and Post-test high resolution imaging (SPM/AFM)
6. It should be possible to install the Nano and Micro heads on the same platform without any additional hardware or change in stage or base system. They should not be on two different equipment/systems.
7. The indentation should be top down process i.e. Indenter must be held vertical and sample is mounted horizontal.

The Nano indentation system, preferably with capacitance-based actuation and top down indentation axis should meet the following technical requirements.

Sl. No.	Features	Detailed specification of the features
1.	Nano-Indentation (quasi static indentation)	(A) <u>Normal Loading</u> (a) Load Noise Floor ≤ 100 nN (b) Normal Force Resolution ≤ 1 nN (c) Maximum Force ≥ 10 mN (d) Minimum Contact Force ≤ 1 μ N (e) Maximum Load Rate ≥ 50 mN/s
		(B) <u>Normal Displacement / Depth</u> (a) Displacement Noise Floor < 0.5 nm (b) Normal Displacement Resolution ≤ 0.006 nm (c) Thermal Drift (at room temperature) ≤ 0.05 nm/s (d) Maximum Displacement ≥ 5 μ m
2.	Scratch and wear	(A) <u>Lateral Load</u> (a) Maximum Load ≥ 2 mN (b) Load resolution ≤ 100 nN (c) Load noise floor ≤ 5 μ N
		(B) <u>Lateral Displacement</u> (a) Displacement resolution ≤ 0.03 nm (b) Displacement noise floor ≤ 5 nm (c) Maximum Displacement ≥ 15 μ m (d) Imaging options for entire scan length (e) Pre- and post- scan options for topography scanning (f) Surface profile irregularity corrections during test (g) Capable to maintain pre-set load irrespective of surface irregularities (h) Software should capable to plot variation of lateral force, coefficient of friction vs scratch length, time.
		(D) <u>Wear testing</u> (a) Adjustable Wear Track Size from ≤ 4 μ m to ≥ 60 μ m

		(b) Normal Load Range: $\leq 100 \text{ nN}$ to $\geq 1 \text{ mN}$
3.	Micro-Indentation	(A) <u>Normal Loading</u> (a) Maximum Load $\geq 10 \text{ N}$ (b) Load Noise Floor $\leq 125 \mu\text{N}$ (c) Load Resolution $< 1 \mu\text{N}$
		(B) <u>Normal Displacement / Depth</u> (a) Maximum Displacement $\geq 80 \mu\text{m}$ (b) Displacement Noise Floor $\leq 10 \text{ nm}$ (c) Displacement Resolution $< 1 \text{ nm}$
4.	X-Y Stage	(a) Stage displacement $\geq 50 \text{ mm} \times 50 \text{ mm}$ (b) Step Resolution $\leq 50 \text{ nm}$ (c) Maximum Translation Speed $\geq 3 \text{ mm/s}$
5.	Z-Translation	(a) Travel $\geq 50 \text{ mm}$ (b) Step Resolution $\leq 4 \text{ nm}$ (c) Maximum Translation Speed $\geq 1.5 \text{ mm/s}$
6.	System Controller (Digital)	(a) External Communication Connectivity: USB 2.0 and above (b) ADC Sampling Rate: $> 60,000/\text{sec}$ simultaneous (c) DAC Resolution: 16 bit (20 bit with oversampling) (d) DAC Sampling Rate: $> 60,000/\text{sec}$ simultaneous
7.	Imaging option : In built SPM or AFM imaging	(a) Minimum Imaging Force: $\leq 1 \mu\text{N}$ (b) Scan Resolution: 256 scan lines per image (c) Maximum Scan Volume $\geq 60 \mu\text{m} \times 60 \mu\text{m} \times 4 \mu\text{m}$ (d) Tip Positioning Accuracy $\leq \pm 20 \text{ nm}$ (e) Imaging before and after testing of sample (f) Imaging software should capable to measure surface roughness, crack lengths, indentation depths, etc.
8.	Optical Microscope	(a) Optical Resolution $\leq 3 \mu\text{m}$ (b) Optical Magnification $\geq 10\times$
9.	Data Acquisition	(a) Maximum Number of Data Points per Curve $> 100,000$ (b) Maximum Number of Loading Segments $\geq 1,000$ (c) Open Loop Data Acquisition Rate $\geq 10,000 \text{ points/sec}$ (d) Closed Loop Data Acquisition Rate $\geq 10,000 \text{ points/sec}$ (e) Feedback loop rate in closed loop operation $\geq 60 \text{ kHz}$
10.	Software	Should have following features : (a) Mechanical properties like hardness, moduli, elasticity, etc. (b) Generating 3D mechanical property map. (c) Ability to perform analysis of time dependent signals (d) Hardness and depth plots comparison of multiples samples (e) Data export facilities in common data formats (f) Substrate effect compensation on mechanical properties of thin films (g) Unattended operational mode – capable to do nano-mechanical tests with different pre-defined set loads and displacements on different samples having varying heights.
11.	Continuous Dynamic Mechanical Property Measurements (DMA) mode	(a) Measurement Capability: Continuous measurement of hardness, storage modulus, loss modulus, complex modulus, tan-delta, etc. as a function of contact depth, frequency, and time. (b) Application: hydrogels to ultra-hard thin films (c) Frequency range: $\leq 1\text{Hz}$ to $\geq 200\text{Hz}$ (d) Maximum force amplitude $\geq 2 \text{ mN}$ (e) Force noise floor $\leq 50 \text{ nN}$ (f) Displacement amplitude $\geq 1 \mu\text{m}$

		<p>(g) Displacement noise floor ≤ 0.5 nm</p> <p>(h) Graphical user interface for rapid test setup, execution, and increased data analysis and reporting capabilities.</p> <p>(i) Automated testing routines for increased sample throughput</p>
12.	High temperature sample heating stage	<p>(a) Temperature Range: room temperature to $\geq 400^{\circ}\text{C}$</p> <p>(b) Temperature resolution $\leq 0.2^{\circ}\text{C}$</p> <p>(c) Maximum temperature ramp rate $\geq 15^{\circ}\text{C}/\text{min}$</p> <p>(d) Drift rate at set temperature $\leq 3\text{nm}/\text{s}$</p> <p>(e) Displacement noise floor $\leq 2\text{nm}$</p> <p>(f) Sample size $\leq 5\text{mm}$ to ≥ 20 mm</p> <p>(g) Thickness of the sample $\geq 2\text{mm}$</p>
13.	Indenter tips	<p>(a) Berkovich tip for nano-indentation – 2 pcs</p> <p>(b) Berkovich tip for micro-indentation – 2 pcs</p> <p>(c) Berkovich extended heating/ cooling tip – 1 pc</p> <p>(d) Conical tips (0.5-1μm, 10μm & 20μm one each) for nano-indentation – 3 pcs</p> <p>(e) Berkovich and Conical tips for bio and polymer applications if they are different from above tips.</p>
14.	Supporting tools	Specimen handling tools, stage tools and specimen preparation tools materials and general tools for maintenance should be provided.
15.	Dedicated workstation with monitor	<p>Compatible workstation with minimum specifications –</p> <p>(a) HDD 1TB</p> <p>(b) RAM 4GB</p> <p>(c) Monitor 19" LCD/ LED</p> <p>(d) Latest compatible Windows (Licensed)</p> <p>(e) Graphics card</p> <p>(f) Keyboard and mouse</p> <p>(g) Other associated accessories for smooth operation</p>
16.	Other requirements	<p>(a) The system should come with Environmental isolation enclosure to minimize acoustic noise, block air currents and act as thermal buffer to reduce drift.</p> <p>(b) Passive vibration isolation system</p> <p>(i) Vertical natural frequency of 1/2 Hz or less can be achieved over the entire load range.</p> <p>(ii) Horizontal natural frequency is load dependent. 1/2 Hz or less can be achieved at or near the nominal load.</p> <p>(c) Feedback control package</p> <p>(d) Online 5KVA UPS</p> <p>(e) Equipment rack assembly</p> <p>(f) Standard and calibration samples</p>
17.	Warranty and Support	<p>(a) 3 years comprehensive on-site warranty for all parts of the entire system including accessories supplied with the instruments from the date of successful installation and commissioning. If the system breakdowns during the warranty period, the warranty period will be extended for the full breakdown period (excluding transit time) after the expiry of initial warranty.</p> <p>(b) Service response time must be 48 hours or less.</p> <p>(c) On-site training must be provided by trained engineer at free of cost</p>
18.	Maintenance	The supplier is required to confirm that the spares and accessories would be available for more than 5 years after the expiry of warranty.
19.	Guaranteed Up-gradation Compatibility	<p>(a) The supplier shall supply upgraded software whenever they are available.</p> <p>(b) Micro DMA capability with normal load of 10N</p> <p>(c) Micro scratch capability upto $\geq 2\text{N}$ lateral force</p>

20.	Application notes & manuals	The supplier shall provide detailed application notes and manuals of Nano indenter, Scratch tester, Micro-indenter, Heating stage and DMA in hard and soft copies.
21.	Optional Accessories	All optional accessories/service should be quoted with suitable accessories/service: (a) Berkovich indenter, cube indenter, conical indenter, Flat punch indenter, Special tips for indenting in liquids should be quoted after expiry of warranty period. (b) AMC cost after expiration of warranty period for next 3 years with break-up for each year (c) Other essential spares for the complete trouble free operation of the instrument after the warranty period (d) Cost of indentation heads for micro- and nano- indenter after expiry of warranty period (e) Any other part you want to add which fails frequently.
22.	Required documents	(a) The supplier should have installed similar systems in at least 10 eminent government organizations across the country in last 8 years. The supplier must provide a comprehensive list of users of nano-indenter in India. (b) Operation, Instruction, Maintenance Manual and other supporting documents (c) All the parts should be available globally.
23.	Compliance Statement	The supplier must submit a table indicating the compliance of the features (with the page number of the supporting documents) of the model of the equipment being quoted with those given in the indent.
24.	Pre-installation Requirement	Pre-installation requirements such as room size, tolerable limits of EM field and vibration (mechanical), required power rating, utility requirements are to be stated clearly, and to be verified/surveyed by the supplier at the installation site. It is the supplier's responsibility to clearly provide details of the above mentioned requirements before delivery of the equipment.
25.	Delivery & Insurance Coverage	Vendor will be fully responsible in successful delivery (including unloading), installation and commissioning of the instrument at site of installation in DDP IIT Patna with full insurance coverage as per rule.

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](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 stipulate any condition of his own, such conditional tender is liable to be rejected.
6. IIT Patna reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The technical committee constituted by the 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. 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 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. 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

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.

3) 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.

4) 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 "Freeze Bid 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 CPP Portal 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 IIT Patna, on DOOR DELIVERY Basis, with break up as per details given in BoQ.
02. **Validity** (Both Foreign & Indigenous): 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 03 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 Institute's Account using i-Collect of SBI. The details may be seen on following webpage (<https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf>)
05. **Delivery:** Unless otherwise stated delivery of goods shall be at IIT Patna and will have to be effected maximally within **12 (Twelve) weeks** from the date of issue of the Purchase Order. All aspects of safe delivery shall be the exclusive responsibility of the vendor.
06. **GST Certificates & TDS:** Scanned Copy of GST Certificate must be uploaded with technical bid. Appropriate GST deduction at source will be applicable. (if applicable)
07. **Dealership Certificate:** Dealership certificate (in case of authorised dealers) and standard Technical literature on the offered products must be uploaded with technical bid.
08. **Performance Guarantee:** 10% 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 equipments 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:** 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.
11. **Payment:** Payment will be made within 30 days from the date of successful delivery and acceptance of goods at IIT Patna/ successful installation in case of machinery, equipments 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 No
 - (f) GST/TIN No
12. **GST Concession/ Exemption:** IIT Patna being an academic institute is entitled for availing Custom Duty Exemptions in terms of Notification No. 45/2017-Central Tax (Rate) Dated 14.11.2017, Notification No. 47/2017-Integrated Tax (Rate) Dated 14.11.2017 and as amended from time to time. **Please state clearly that this certificate is required.**
13. **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.

14. **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 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 IIT (or takes longer period in spite of what IIT may authorize in writing), IIT may terminate the contract / purchase order in whole or in part. In addition to above, IIT may at its discretion also take the following actions: IIT may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate IIT for any extra expenditure involved towards goods and services to complete the scope of.

15. **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 IIT Patna.

(b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Patna, India only.

(b) Any dispute arising out of this purchase shall be referred to the Registrar 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.

16. The acceptance of the quotation will rest solely with the Registrar, IITP, 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).

17. **Important:** The Director 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.

18. **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 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.

19. The in general Printed conditions of supply of the firm, if any, will not be binding on the Institute.

ADDITIONAL TERMS FOR IMPORTED GOODS

Following terms besides the fore mentioned terms will be applicable in case of foreign purchases:

01. **Rates:** Quoted rates should be in FCA/FOB terms and charges to be stated in the break-up as given in BOQ.

02. **After Sales Service:** In case of imported items, foreign manufacturing firms should indicate facilities available for after sales service, detail address and contact number of their local representative in India without which their offers are liable to be ignored.
03. **Delivery:**
- (a) Delivery of goods at IIT Patna, will have to be maximum within 30 (thirty) days from the date of issue of the Purchase Order.
 - (b) Delivery at Delhi Airport only: As we do not have clearing agent in any other Airport, delivery is to be made only at Delhi through our freight forwarder.
 - (c) While transshipment will be allowed, part shipment will not be allowed.
04. **Payment:**
- (i) Payment by an irrevocable letter of Credit (90% against delivery and rest 10% after successful installation of the Equipment) at FOB/FCA value non-negotiable through any overseas branch of State Bank of India with unrestricted provision. All bank charges inside India will be borne by IIT Patna and outside India will have to be borne by the supplier.
- OR
- (ii) 100% Payment Basis: 100% payment by TT Swift / DD against delivery and upon satisfactory installation will be made. In this case, on receipt of your Order Acknowledgement and document (i.e. AWB and MWB) through our freight & forwarder, payment will be made for total ordered value.
Note: Please note LC will not be opened unless and until Letter of Acknowledgement in original is received at IIT Patna, directly from the Principals (Even in case of firms having subsidiary office in India). The Indian agents are therefore advised to submit quotation after consulting with their respective Principals abroad.
 - (iii) Indian Agent Commission:
Payment of agency Commission against FOB/ FAS Contract- Entire 100% agency commission is generally paid after all other payments have been made to the supplier as per the terms of the contract.
Indian agents of foreign suppliers are to receive their agency commission in Indian Currency only. GFR 2017 provisions shall be binding.
05. **Customs Duty:**
- The Institute is exempted from payment of Customs Duty vide GOI Notification No.51/96-Customs, dated 23.07.96, with Regn. No. TU/V/RG-CDE (1081)/2012, dated 20.06.2018. [CUSTOMS DUTY EXEMPTION CERTIFICATE WILL BE MADE AVAILABLE BY THE INSTITUTE IN REGARD TO QUOTES IN FOREIGN CURRENCY ONLY [NOT AGAINST QUOTES MADE BY A FIRM IN INDIAN CURRENCY, UNLESS THE CONCERNED FIRM IS A FOREIGN HOLDING COMPANY WITH 'FDI' CERTIFICATE ISSUED BY THE MINISTRY OF FINANCE, GOVT. OF INDIA].
06. **Agency Commission:** The percentage of ex-works value to be paid to Indian agent in equivalent Indian currency as agency commission as applicable will have to be clearly stated in the quotation wherever applicable.
07. **Country of Origin:** While Country of Origin Certificate will not be insisted upon, the same however will have to be stated in the Original Invoice for payment through LC.
08. **LC Amendment:** LC amendment charges due to mistake(s) on the part of the supplier, if any, will have to be borne by the supplier.
09. **Others:** Institute is also ready to purchase the goods on “High Sea Sale Basis” agreement. In this, Institute will provide all assistance to supplier and supplier will Import the goods on behalf of IIT Patna and payment will be done in Indian Rupees against delivery like Indigenous purchases.
10. As per provisions of the rules for public procurement of Govt. of India and as per Ministry of Finance of Expenditure OM No. F.23(1)E.III(A)/89 dated 31/01/1989 & OA No. F.23(1)E.II(A) dated 24/11/1989 circular , all Indian Agents, dealing with the imports for their foreign principals are mandatorily required to be enlisted with DGS&D. Accordingly IIT Patna shall deal only with those Indian Agents of foreign suppliers who are enlisted with the DGS&D. While submitting the quotation in response to IIT Patna tender, all such Indian Agents must enclose the valid copy of enlistment certificate of DGS&D with their quotation, failing which your quotation may not be considered.
11. Deviations from the terms & conditions of IIT Patna documents should not be allowed.

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

To,
 The Registrar,
 (for Research & Development Unit)
 Indian Institute of Technology Patna
 Kanpa Road, Bihta, Patna, Bihar-801106
 Phone: 0612-302-8292

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: _____

Name of Tender / Work:-

Dear Sir/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 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. (if applicable)
4. Scanned copy of tender acceptance letter. (Annexure-V)
5. Scanned copy of printout of EMD/ Tender Fee submission or exemption certificate for the same.
6. Scanned copy of detailed technical specification & brochure (if any).

(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:

1. The below mentioned Financial Proposal / Commercial bid format is provided as BOQ along with this tender 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.

Signature of the Tenderer

Name of the Firm:

Contact No.:

Email:

Seal: