



भारतीय प्रौद्योगिकी संस्थान पटना

INDIAN INSTITUTE OF TECHNOLOGY PATNA

Ref No: IITP/S&P/25/MSE/T-496/2017-18

Date: 24.01.2018

Sub: Procurement of XRD Machine.

Indian Institute of Technology Patna, an Institute of National Importance, invites sealed tenders from reputed Original Equipment Manufacturers / Authorised Dealers / Bidders for quality procurement of **XRD Machine**.

All interested tenderers are requested to send in their sealed quotation as per the technical **specifications as in Annexure – I (a) & (b) and Price Bid as per Annexure-III (a) or (b) (under two bid system)**. For general terms & conditions, instructions to bidders etc. kindly refer **Annexure-II**.

Tenders will be accepted **upto 03.00 PM of 23.02.2018 only**. Late and delayed tenders, for whatever reasons, shall not be entertained.

Detailed descriptions of the item and instructions for submitting your offer can be downloaded from institute website **<https://iitp.ac.in/index.php/services-and-amenities/stores-and-purchase/tenders.html>**. A cross Demand Draft / Bank Guaranty (for six months) of **Rs. 1,50,000/- (Refundable)** towards **EMD and Rs. 1500/- (Non-refundable)** towards Tender Fee in the shape of DD drawn in favour of The **Registrar, IIT Patna** and made payable at Patna, should be submitted in a separate sealed envelop along with your quotation. The tender may be dropped in Tender Box which is kept in S&P Section, 1st Floor, Administrative Building, IIT Patna, or sent by post/courier. Any corrigendum (if needed) will be released on IIT Patna Website only. No individual emails etc. seeking any further clarification shall be entertained.

The proposals must be sent in two separate sealed envelopes (Technical Bid and Price Bid) duly subscribed with Reference number and Tender Notice details on the envelope itself, as appended hereunder:-

TENDER FOR SUPPLY OF XRD MACHINE TO IIT PATNA
TENDER REF NO: - IITP/S&P/25/MSE/T-496/2017-18, DATED 24.01.2018, LAST DATE FOR
SUBMISSION. 23.02.2018 UPTO 03.00 PM

To,
The Registrar
(For Store & Purchase Section)
Indian Institute of Technology Patna
Amhara Road, Bihta,
Patna - 801106, Bihar, INDIA

From: M/s _____
Address: _____
Contact No.: _____
Email ID: _____

The price bid will be opened only of those firms, who will be found technically qualified after evaluation of their technical bids. **The technical bids will be opened on 23.02.2018 at 04:00 PM**, in the office/department at IIT Patna, in the presence of the Bidders/Vendors or their authorized representative who wish to be present.

Registrar, IIT Patna

DETAILED SPECIFICATIONS**Specification of XRD Machine (01 Nos.)****X-Ray Diffractometer System**

Sr. No.	Criteria	Feature, specifications etc
1	Rated output	600 watts or better
2	Maximum tube voltage	20-40 kV or better
3	Maximum tube Current	2-15 mA or better
4	X-Ray Tube	Cu Target
5	Filter	Suitable filter for K β reduction
6	Detector	Scintillator or compatible
7	Scanning Method	θ -2 θ Coupling, continuous, step scan and fixed count
8	Scanning Range	2° to 140° (2 θ) or better
9	Scanning Speed	From 0.01° to at least 10°/min (2 θ) or better
10	Minimum Step Width	0.005° (2 θ) or better
11	Slits	Divergence, anti-scatter, receiving, soller & height limiting
12	Water chiller & UPS	To be included as per the requirement of base unit. 5KVA UPS with 30 mins backup.
13	Sample holder	Automated sample holder rotator is preferred + compatible sample holder
14	Type of holder	Single and multiple sample changing stage
15	Data acquisition unit	Branded PC with preloaded genuine software
16	Software	(1) Basic diffraction data processing software (2) Qualitative analysis software (3) Rietveld software

General Terms and Conditions:

1. Warranty: 3 years from date of installation.
2. It is preferable that the vendor should have sold and installed at least five (05) similar machines. in India, user details, performance certificates, purchase orders etc to be produced from the organisations supplied to.
3. All the quotation should be supported by literature.
4. Date of manufacture should be after the date of order.
5. Installation should be done free; installation details should be mentioned in the quotation.
6. Installation site requirements should be mentioned in the quotation (such as, Power requirement, space layout for installing machine etc.).

Annexure – I (b)

FORMAT OF COMPLIANCE STATEMENT

Para of Tender Enquiry Specification	Specification of Equipment Offered	Compliance to Tender specification whether yes or no (if yes indicate the page no and Put a Flag also highlight the matching specification)	In case of non-compliance deviation from Tender specification to be indicated in unambiguous term.
01	02	03	04

* The compliance certificate along with the page no indication (i.e. required spec and availability of the page in the entire tender documents by flagging or giving page no) must be submitted with the bid for evaluation. Firm not submitting the model/spec and their details availability in the bid documents by flagging/page no may not be considered for evaluation.

Annexure - II

NOTE: The bid documents are not transferable and the firm's seal and signature of the authorized official must appear on all papers and envelopes submitted.

INSTRUCTION TO BIDDERS:

Two/Double Bids:-

01. In case of two-bid system, tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Price Bid, in two separate properly sealed covers indicating the type of Bid; and both these covers will have to be again put in to a single sealed cover. Also the address of the firm submitting the tender and the officer, to whom the tender is addressed, must appear distinctly on both the inner sealed covers, indicating also TECHNICAL BID / PRICE BID as may be applicable.

02. In the part relating to Technical Bid, the OEM/Vendor must provide the followings:-

- (a) Details of the technical features of the offered Equipment vis-à-vis specification as per Annexure – I;
- (b) Standard Technical literature on each of the items offered;
- (c) Dealership certificate on the offered products from OEM in case of dealer/s;
- (d) List of reputed organizations/Institutions, where similar orders have been executed (copies of the purchase/work order will have to be enclosed). The bidders / OEM should attach a self declaration stating that he is not banned / debarred from working with any Central Government / PSU / State Govt of India / Any other Govt Agencies or any Institute of National / International importance.
- (e) GST registration certificate of the FIRM will have to accompany the tender to be submitted;
- (f) Copy of PAN must be submitted by the FIRM / Bidder along with the Technical Bid;
- (g) Banker's details of tendering FIRM / Bidder should be clearly stated;
- (h) Details of nature and maximum period of **Warranty** offered by the OEM/Bidder;
- (i) Amount of Earnest Money Deposited (**EMD**), in the form of Demand Draft/PBG only, will have to be clearly stated and the same will have to be enclosed with **Technical Bid** only;
- (j) A copy of the Price bid, **WITHOUT MENTIONING THE PRICES**, will have to be provided as part of the Technical Bid document.

03. In the part relating to Price Bid, the OEM/Vendor must provide the following:-

- (a) Quantity, basic price (against item-wise details of specifications of each of the offered items);
- (b) Prices of each of the optional accessories, as required by specifications and may be relevant for offered Equipment, will have to be specifically stated in the quotation;
- (c) GST (as percentage of basic price + packing & forwarding charges if any)
- (d) Installation & commissioning charge (including Service Tax), to be shown item-wise extra, if any.
- (e) Freight & insurance charge, if any, as may be applicable
- (g) Annual Maintenance contract (**AMC**) rate for upto 3 years (after expiry of warranty period) is to be clearly mentioned in both comprehensive and non-comprehensive terms.

Terms & 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 below
Break-up of cost:
 - (a) Basic Price
 - (b) (+)GST (on sub-total price)
 - (c) (+) Freight & Insurance charge, if any
 - (d) (+) Installation & Commissioning charge, if any
 - (e) (+) Any other charges (if applicable)
 - (f) Grand Total F.O.R. IIT Patna, Price
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:** In the form of DD/BG in favour of '**Registrar, IIT Patna**'.
05. **Delivery:** Unless otherwise stated delivery of goods shall be at IIT Patna and will have to be effected maximally within **150 days** 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:** Copy of GST Certificates, will have to accompany the quotation to be submitted. Appropriate GST deduction at source will be applicable.
07. **Dealership Certificate:** Dealership certificate (in case of authorised dealers) and standard Technical literature on the offered products must be enclosed.
08. **Rate of AMC:** Annual Maintenance Contract rate (at least for 3 years after expiry of warranty period) is to be clearly indicated. The selected supplier/s has to ensure regular availability of spares for upto 10 years from the date of successful installation at IIT Patna.
09. **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.
10. **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.
11. **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 and duly signed on each page with stamp of the authorized signatories, failing which it shall be rejected. 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.
12. **Payment:** Payment will be made within 21 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 quotation 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?VAT/TIN No
13. **GST Exemption:** The Institute is partially exempted from the payment of GST vide GOI Notification No.45/2017-Central Tax (Rate), dated 14.11.2017 and 47/2017-Integrated Tax (Rate), dated: 14.11.2017.
14. **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.

15. **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.
16. **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.
 - (c) 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.
17. 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).
18. **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.
19. **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.
20. 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 following break-
- (a) Ex-works value
 - (b) (+) Documentation & Handling Charge, if any
 - (c) (+) Any other charges
 - (d) Total FOB/FCA value.
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 **150 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:

(a) **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.

(b) Indian agents of foreign suppliers are to receive their agency commission in Indian Currency only.

(c) 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 26.10.2012. [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. Deviations from the terms & conditions of IIT Patna documents should not be allowed.

TENDER FORMAT FOR INDEGENOUS SUPPLIES (For Price Bid only)

Reference No :- IITP/S&P/25/MSE/T-496/2017-18 Date: 24.01.2018

Sl No.	Item	Quantity	BasicUnit Price
1	Description and Model		
2	Essentials Optionals (as may be required)		
3 (a)	Comprehensive AMC Cost for 3 years (after warranty period)		
(b)	AMC Cost for 3 years (after warranty period)		

Delivery Mode: F.O.R. Patna.

Total bid price should be inclusive of Tax, F.O.R. IIT Patna for the above quoted items is Rs.....

Delivery Period:

Packaging & Freight etc. extra:

Validity Date: Minimum 120 days from the date of opening of tender.

Any other terms and conditions.

Place:

Date:

Signature: _____

Name: _____

Business Address: _____

Email _____

Contact No: _____

Affix Rubber Stamp

TENDER FORMAT FOR FOREIGN SUPPLIES (For Price Bid only)

Reference No: - IITP/S&P/25/MSE/T-496/2017-18 Date: 24.01.2018

Sl No	Description of Item & Model	Quantity	Unit Price on F.O.B/ FCA International Airport	Total Price, International Airport	Country of Origin	Indian Agent Commission Rs.
1	Description and Model					
2	Essentials Optionals (as may be required)					
3						
(a)	Comprehensive AMC Cost for 3 years (after warranty period)					
(b)	AMC Cost for 3 years (after warranty period)					

Note: FOB/FCA price from international airport. Indian Agent's commission if not included in the FOB/FCA price will be paid in Indian Rupees separately. (In case no agent is involved, please write clearly)

Delivery Period:

Packaging & Freight etc. extra:

Total bid price for the above quoted items is Rs.

Any other terms and conditions

Place:

Date:

Signature: _____

Name: _____

Business Address: _____

Email _____

Contact No: _____

Affix Rubber Stamp



भारतीय प्रौद्योगिकी संस्थान पटना
INDIAN INSTITUTE OF TECHNOLOGY PATNA
(STORES & PURCHASE SECTION)

SCHEDULE

Schedule for	<u>Tender Reference No:</u> IITP/S&P/25/MSE/T-496/2017-18 Date: 24.01.2018
Last Date for Submission of Quotation	23.02.2018, 03:00PM
Opening Date and Time of Quotation	23.02.2018, 04:00 PM