



**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/66/DST/NS/SAIF-01/2023-24/128  
E-tender for supply of Field Emission Scanning Electron Microscope  
(FESEM) with EDS

**Documents to be submitted online only**



भारतीय प्रौद्योगिकी संस्थान पटना  
INDIAN INSTITUTE OF TECHNOLOGY PATNA

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

Tender Reference No.: IITP/R&D/66/DST/NS/SAIF-01/2023-24/128

Date: 15/12/2023

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

<b>Name of the work</b>	Supply of Field Emission Scanning Electron Microscope (FESEM) with EDS.
<b>Earnest Money Deposit</b>	₹ 6,90,000 (Rupees Six Lakh Ninety Thousand Only)
<b>Warranty</b>	05 Years
<b>Delivery Schedule</b>	20 (Twenty) Weeks
<b>Online EMD Submission:</b> Bidder can submit their EMD online by visiting below link: <a href="https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=1968961">https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=1968961</a>	
<b>Note:-</b> Tender (ATE/LTE) Reference Number should be mentioned for the purpose of EMD submission. <b>State-</b> Bihar, <b>Type of Institutions-</b> Educational Institutions, <b>Educational Institutions Name-</b> I I T PATNA RESEARCH AND DEVELOPMENT UNIT, <b>Payment Category-</b> EMD (Research and Development Unit). EMD-MSMEs/Start-ups are exempted from the payment of EMD with submission of proper exemption certificate	
<b>Submission of Bids Online:</b> Interested parties may view and download the tender document containing the detailed terms & conditions from the website; <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	

1. Detailed Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and from our website (<https://www.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	15.12.2023 (05:00 PM)
Document Download / Sale Start Date	15.12.2023 (05:00 PM)
Bid Submission Start Date	15.12.2023 (05:00 PM)
Last Date & Time of Submission of Bids (Technical & Financial Bid)	15.01.2024 (04:00 PM)
Opening Date & Time of Technical Bids Online	16.01.2024 (04:30 PM)
Address of Communication	The Registrar (for R& D Unit), Indian Institute of Technology Patna Kanpa Road, Bihta, Patna, Bihar-801106 Phone: 06115-233-067
For taking technical assistance regarding bid submission, if any	CPP Portal Website: <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> Help Desk Number 0120-4711508, 4001002, 4001005 and 6277787. International Bidders are requested to prefix +91 as country code. Email: support-eproc@nic.in

REGISTRAR, IIT PATNA

**Specifications**

A detailed specification of Field Emission Scanning Electron Microscope (FESEM) with EDS are given in the following table.

SI No.	Features	Detailed specification of the features
1	Minimum Resolution	1 nm or better
2	Electron Gun	High stability field emission Schottky Emitter, Life of emitter should be at least 3 Years or more
3	Magnification	Up to 1,000,000X or higher
4	Acceleration voltage	Lower limit: 0.5KV or less Higher limit: 30KV or higher All the acceleration voltage setting must be software controlled
5	Probe Current	up to 200 nA or higher Probe current setting must be fully automatic and must be ultra-high stable to allow long-term EDS data collection.
6	Stage	5axis motorized eucentric stage with motorized stage movements X = 90mm or more Y = 90mm or more Z = 60mm or more Tilt = -5 ° to 70° or better Rotation = 360°
7	Specimen holders	Multi-specimen Holder
8	Electron Optics & Aperture system	a) Beam Deceleration/Beam Booster /Gentle Beam technology or equivalent for high resolution imaging at low kV. b) The system lens should suitable for all kinds of samples. c) The system must have hybrid lens or equivalent lens for magnetic materials analysis with shorter working distance. d) The lens system should have suitable cooling arrangement. e) The system must have proper aperture.

9	Detectors	<p>a) Chamber mounted Secondary Electron Detector</p> <p>b) In-Lens/Upper Secondary Electron Detector for high resolution imaging at High Vacuum.</p> <p>c) Chamber mounted Retractable Solid –State Back Scattered Electron Detector</p> <p>d) IR Camera for Viewing the Sample Chamber.</p>
10	User Interface	Keys for different operation control, control panel with multifunction for the control and adjustment of parameters for the SEM operation, Manual joystick control for stage axis.
11	Display and Image processing	<p>2 Numbers of 24- inches (or more) Monitor; one for FESEM (configurable for single frame display or 4- quadrant display) and other one for EDS.</p> <ul style="list-style-type: none"> <li>• Image depth: up to 16 bits or better</li> <li>• Image format: BMP, TIFF, JPEG, GIF, PNG, etc.</li> <li>• Software should be capable of automatic report generation.</li> <li>• Image acquisition system should be compatible with recent operating system version of windows.</li> <li>• Operating conditions need to be stored in the computer.</li> <li>• Automatic and manual control of a large number of functions including auto emitter, system run-up, auto brightness, auto contrast, auto stigmator and auto focus etc.</li> </ul>
12	Vacuum System	<p>Suitable vacuum system having ion Pump, Turbo Molecular Pump (TMP) and Rotary Pump (RP) for attaining required vacuum levels in Electron Column and Specimen Chamber for hassle-free operations. The turbo molecular pump should be backed by rotary pump for the specimen chamber.</p> <p>sputter ion pumps for FE Gun.</p> <p>The vacuum system should be operated with computer controlled, pneumatic operated valves with full safe protection for mains, high voltage and vacuum failures. Isolation valves should be there for specimen chamber and high vacuum system during sample loading.</p> <p>Faster vacuum recovery after breaking for specimen exchange</p>
13	Standard sample	Accessories (standard sample set) for calibration of magnifications and resolution.
14	Software	<p>Original licensed software for smooth operation of the microscope, stage control, IR camera, vacuum interlocks and capable to capture SE/BSE image.</p> <p>Offline software with 2key should be provided for analysis, especially for EDS</p> <p>The Software should be upgraded whenever required at free of cost.</p>
15	Workstation	Intel i5/i7 quad core, RAM: 12GB, 2 TB HDD, Windows 64-bit OS, optical mouse, keyboards, DVD+/-R/RW rewriter, suitable Ethernet, USB

		<p>connection. The computer configurations must be compatible with the software and smooth running of the system.</p> <p>Or better</p>
16	FESEM platform	Anti- vibration platform for chamber, the microscope column and support for monitor, optical mouse, keyboard. For EDS system, computer table should be provided.
17	Supporting tools	Specimen handling tools, stage tools and specimen preparation tools materials and general tools for maintenance of FESEM etc.
18	Essential Accessories	<p>Following accessories must be supplied with the FESEM:</p> <ol style="list-style-type: none"> <li>a) High resolution printer(network, automated dual side printing, 30 pages per minute)</li> <li>b) Water Chiller (suitable for FESEM)</li> <li>c) Compressor (suitable for FESEM)</li> <li>d) Voltage stabilizer (high quality suitable for FESEM)</li> <li>e) Chamber mounted Infrared camera</li> <li>f) Control panel for adjustment of various SEM functions like focus, magnification etc.</li> <li>g) Interface between SEM and EDS</li> <li>h) Joystick for stage motor control</li> <li>i) FESEM quality gold coater with 2 nos additional gold target</li> <li>j) 10 nos of carbon tape</li> <li>k) 50 nos of stub</li> <li>l) 2 nos Schottky new emitters (to be supplied as and when required)</li> <li>m) appropriate Ups with 1 hour back up</li> <li>n) 2 nos complete aperture-sets.</li> <li>o) Multipurpose specimen holder: 2 nos</li> <li>p) Dehumidifier for smooth operation of FESEM</li> <li>q) Vacuum tweezer</li> </ol>
19	EDS	<ol style="list-style-type: none"> <li>a. Peltier cooled LN2 free SDD detector, with minimum resolution of 135eV or less @ Mn K alpha.</li> <li>b. The software must offer quantitative, qualitative analysis facility, along with software features like, line scan, Point Identification, mapping, phase mapping, and drift correction and line EDS mapping.</li> <li>c. The window should be hard &amp; robust made off Si<sub>3</sub>N<sub>4</sub>/polymer window. Detector area should be 60mm<sup>2</sup>or more.</li> <li>d. Detection range varies from Boron to Uranium.</li> </ol>
20	Warranty and Support	<ol style="list-style-type: none"> <li>a. 5 years comprehensive on-site warranty for all parts of the entire system including accessories and consumables supplied with the instrument 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 after the expiry of initial warranty.</li> <li>b. Service response time must be 48 Hours or less.</li> <li>c. On- site training must be provided by trained engineer at free of cost.</li> <li>d. FESEM must have provision for on-line diagnosis of faults.</li> </ol>
21	Maintenance	The supplier is required to confirm that the spares and accessories would be available for more than 10 years after the expiry of warranty.
22	Up-gradation	The supplier shall supply upgraded software for FESEM/ EDS operation whenever they are available for 10 years.

	for Software	
	Future Up-gradation for System	The complete system should be flexible enough to be upgraded with various accessories EBSD, Cryo-Stage, EBIC, etc. at any point of time in future.
23	Application notes & manuals	The supplier shall provide detailed application notes and manuals of FESEM and EDS systems in hard and soft copies.
24	Operator	The supplier will have to provide a skilled and experienced full-time operator to run the system for a period of 5-years from the date of installation and commissioning of the system in the institute at their own cost. The operator will work as an employee of the vendor and institute shall have no responsibility for his/her service liabilities.
25	Coaters	Au and Pt coater, Carbon coater, Au target (02 nos.), Pt target (02 nos) and carbon (02 nos.). 8
26	Critical point dryer	For biological and hydrogel sample preparations with all accessories
27	Required Documents	<ol style="list-style-type: none"> <li>The supplier must provide a comprehensive list of users of FESEM in India.</li> <li>All the features (emitter, aperture, detector, chiller, compressor, resolution, stage size, etc.) should be available globally.</li> </ol>
28	Compliance Statement	The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the indent.
29	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.
30	Delivery & Insurance Coverage	Vendor will be fully responsible in successful delivery (including unloading), installation and commissioning of the instrument at site of installation at, IIT Patna with full insurance coverage as per rule.
31	Rates	Rates quoted should be on F.O.R, IIT Patna, on door delivery basis.
32	Price	Bidders are allowed to quote in Multi Currency
33	Year of lanching	Year of lanching of the equipment should be disclosed with the document proof.

### **Optional accessories**

Separate rows to be included in BOQ to get the price information for the optional accessories

All optional accessories/service should be quoted with suitable accessories/service:	
1.	Software controlled in built plasma cleaner or equivalent technology
2.	Pneumatically retractable STEM detector with BF, DF
3.	Dismantling, packing, shifting and reinstallation of FESEM+EDS from one building to another building in IIT Patna within 5 years period.
4.	1 No of complete aperture set for use after warranty period.
5.	2 no of Schottky emitter for use after warranty period.
6.	1 no of gold target for the coater for use before and after warranty period.
7.	One additional joy-stick and it's control panel for use after warranty period.
8.	AMC cost after expiration of warranty period for next 5 years with break-up for each year.
9.	Other essential spares for the complete trouble-free operation of the instrument after the warranty period.
10.	EBSD attachment
11.	Cathodoluminescence detector

IIT Patna may ask the L1 vendor to demonstrate the capability of the quoted model in India during technical evaluation.

**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 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 of India 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. The contact number for the helpdesk is 0120-4711508, 4001002, 4001005 and 6277787. International Bidders are requested to prefix +91 as country code.

### **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 05 years after the date of delivery, installation and acceptance at final destination.
04. **EMD:** EMD should be submitted in the Institute's Account using i-Collect of SBI. The link is given below:  
(<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=1968961>)
05. **Delivery:** Unless otherwise stated delivery of goods shall be at IIT Patna and will have to be effected maximally within **20 (Twenty) 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 PAN along with PAN of partners/owners (if applicable) and GST Registration Certificate in Form REG-06 must be uploaded with technical bid. Appropriate tax 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 uploaded with technical bid.
08. **Performance Guarantee:** 5% 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 ₹ 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 is not provided as per the tender documents
  - (ii) Either OEM or its sole representative is allowed to bid. In case both have bid, the bid of OEM will be valid.
  - (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 installation of goods at IIT Patna (successful installation in case of machinery, equipment's or the likes) generally through RTGS / FUND TRANSFER. Following information must be clearly written in the uploaded bank details for RTGS / FUND TRANSFER: -
  - a) Name of the Firm with complete postal address
  - b) Name of the Bank with Branch where the Account exist
  - c) IFSC CODE
  - d) ACCOUNT No
  - e) PAN
  - f) GST No.

12. The bidders can quote only those products in the bid which are not obsolete in the market and has at least 03 years residual market life.
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 procurement.
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.
  - (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.
16. The acceptance of the quotation will rest solely with the **Director**, 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.

20. This tender is being invited in compliance with Rule 144 (xi) of GFR Rules, 2017 as under:

I. 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

II. Bidder (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this order means.

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation

- a.) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
- b.) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;

2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capitals or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

21. "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' and non-local supplier as per instructions contained in **Public Procurement (Preference to Make in India) Order 2017**, as amended from time to time. The margin of purchase preference shall be 20%. Suppliers including MSEs falling in the category of non-local suppliers shall be eligible to bid only against Global Tender Enquiry (GTE).
22. **Integrity Pact:** The format of Integrity Pact is given in Annexure- VI which must be duly signed and uploaded at the time of technical bid by all bidders. For successful supplier (L1), it is essential to sign the IP on Non-Judicial stamp paper of ₹ 100/-

### **Additional Terms and Conditions for Imported Goods**

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

01. **Rates:**

- a. Quoted rate should be in FCA/FOB/FOR basis as given in BOQ (preferably F.O.R).
- b. Bidders shall indicate the break-up of prices for freight, insurance, custom duty, port handling charges, clearing agency charges, IGST/GST cess and other local costs incidental to delivery of the goods from the port of entry in India to their final destination as relevant to quoted price.
- c. Price quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- d. Either the agent on behalf of the foreign principle or the foreign principle directly could bid in the tender, but not both. Further, in cases where agents participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along, with the first manufacturer.

02. **Bid Currency:** Imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency which must be under the Reserve Bank of India's notified basket of currencies and the portion of the allied work and services, which are to be undertaken in India (like installation & commission of equipment) are to be quoted in Indian currency.

03. **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 rejected.

03. **Delivery:** Delivery of goods at IIT Patna, will have to be maximum within 20 (Twenty) weeks from the date of issue of the Purchase Order.

04. **Payment:**

(i) Payment by Letter of Credit (LC) (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.

Following documents are required for 90% payments:

- a. Air Waybill / Bill of Landing in Original.
- b. Signed Commercial in duplicate for claiming 90% payment.
- c. Certificate of Country of Origin.
- d. Packing List in duplicate.
- e. Provide the manufacturer's guarantee certificate and in-house inspection certificate.

Following documents are required for 10% payments:

- a. Signed commercial invoice.
- b. Acceptance certificate by purchaser.

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/FCA- 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, amended by Notfn. No. 43/2017 dated 30.06.2017, Notfn. No. 42/2022 dated 13.07.2022 as amended from time to time with Regn. No. TU/V/RG-CDE (1081)/2022, dated 28.10.2022. [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. **Country of Origin:** All goods and services to be supplied and provided under the contract shall have the origin in India or in the countries with which the GOI has trade relations.

07. **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.

08. **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.

09. IIT Patna shall deal only with those Indian Agents of foreign suppliers who are enlisted with the Ministry/Department under GoI. While submitting the quotation in response to IIT Patna tender, all such Indian Agents must enclose the valid copy of enlistment certificate of Ministry/ Department under GoI with their quotation, failing which your quotation may not be considered.

12. 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: 06115-233-067  
 Email: dr\_rnd@iitp.ac.in

**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. I/We have read the clause 20 of general terms and conditions, regarding restrictions on procurement from a bidder outside the country; I/We certify that this bidder is from India. I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.
4. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
6. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department / Public Sector Undertaking.
7. 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)**

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2023, between, on one hand, the President of India acting through Shri \_\_\_\_\_, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s. \_\_\_\_\_-\_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanction for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

## 7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9. **Law and Place of Jurisdiction**

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## 10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**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 submission or exemption certificate for the same.
6. Scanned copy of detailed technical specification & brochure.
7. Scanned copy of Integrity Pact (Annexure-VI).
8. Local content certificate indicating percentage of local content and place of value addition in India for availing purchase preference (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: