



भौतिकी संस्थान
भुवनेश्वर
Institute of Physics
Bhubaneswar - 751005, India
(परमाणु ऊर्जा विभाग, भारत सरकार का एक स्वायत्त अनुसंधान संस्थान)
(An autonomous research institution of Dept. of Atomic Energy, Govt. of India)

Notice Inviting E-Tender No.:
NIT/IOP/28/2022-23

SUPPLY AND INSTALLATION OF
TEMPERATURE VARIABLE HIGH RESOLUTION & HIGH
POWER THIN FILM XRD SETUP



**INSTITUTE OF PHYSICS
PO-SAINIK SCHOOL
BHUBANESWAR
Notice Inviting E-Tender
For**

**Supply and installation of Temperature variable High Resolution & High
Power Thin Film XRD Setup**


E- Tenders with two bid system are invited on behalf of the Director, Institute of Physics, Bhubaneswar from the manufacturers(Indian or Foreign) and their authorized reseller/Indian agent only for supply and Installation of the following items:-

Sl. No.	Name of the Items	Tender No.	Qty. No.	Estimated Cost in INR	Tender Fee in INR	EMD in INR
1.	Supply and installation of Temperature variable High Resolution & High Power Thin Film XRD Setup	NIT/IOP/28/2022-23	1 Set	Rs.215.00 Lakh excluding GST	NIL.	Rs.4,30,000/-

PARTIES HAVE TO QUOTE FOR ALL THE ITEMS OTHERWISE THEIR BIDS WILL NOT BE CONSIDERED.

Tender Enquiry No : NIT/IOP/28/2022-23
Last date of submission of E-bid : 27.02.2023 up to 11.00 A.M
Opening of Technical Bid : 28.02.2023 at 11.00 A.M

The details of general tender terms & conditions can be downloaded from <https://eprocure.gov.in/epublish/app> or Tender Free View Link from IOP,Bhubaneswar Website- www.iopb.res.in/tenders/


रेजिस्ट्रार/REGISTRAR
भौतिकी संस्थान/INSTITUTE OF PHYSICS
भुवनेश्वर/BHUBANESWAR
6/2/23

Bid Security Declaration

(In Company's letterhead)

Invitation to Bid/Request for Expression of Interest No.
[NIT/IOP/28/2022-23]

To

Institute of Physics,
PO-Sainik School
Near Appollo Hospital
Bhubaneswar-751005

I/We understand that, according to your NIT conditions, bids must be supported by Bid Security. In lieu of the Bid Security, we submit the following undertaking:-

“I/We declare that we will be suspended/ disqualified for tendering with the entity for a period of 1 (One) year from the date of receipt of notice from you, if we withdraw or modify our bid during the validity period **OR** fail to sign the Contract **OR** fail to submit Performance Security (if applicable) before the defined deadline **OR** fail to execute contractual obligation within the stipulated time.”

Date: -

Place: -

Signature of the Bidder

(with Company seal)

DECLARATION BY THE VENDOR

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 21 and we have not given any printed conditions beyond the scope of this tender. This is also certified that I/We/Our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Address:

Name:

Designation:

On behalf of:

(Company Seal)

ORIGINAL EQUIPMENT
MANUFACTURING (OEM) MANUFACTURING
AUTHORISATION FORM
(On Letter Head of Manufacturer)

Tender No. :- Date:-

To

The Director,
Institute of Physics,
PO-Sainik School
Near Appollo Hospital
Bhubaneswar-751005

Dear Sir,

We manufacture(s) of original equipment at (address of factory) do hereby authorize M/s (Name and address of Agent(s)) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than above is/are authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per the Tender terms and conditions for the goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of manufactures)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by bidder in its techno-commercial and priced bid.

PRICE REASONABILITY CERTIFICATE
(ON THE LETTERHEAD OF THE COMPANY)

It is certified that the rates quoted against Tender No.....Dated for the items vide our bid No..... dated are exclusively for supply to ACADEMIC and RESEARCH Institutions and are not more than as charged to other Govt. /PSU 's /Autonomous bodies for similar supplies-made in recent past. It is further certified that we have offered the maximum possible discount to IOP, Bhubaneswar in our Quotation No. datedfor (currency) The quoted price is the minimum. We will not offer lower rates to any other customer (Govt. /PSU's/Autonomous bodies), till the validity of offer or execution of purchase order, whichever is later. If they have been approved by the Director,IOP, Bhubaneswar and if at any stage it has been found that quoted rates are higher, then in such conditions IOP, Bhubaneswar, will have the right to cancel the approved rates and to take legal action against the tenderer.

Yours faithfully,

(Name of

manufacture)

(Signature with date) (Name and designation)

Duly authorized to sign tender for and on behalf of

Local Content Declaration
PREFERENCE TO MAKE IN INDIA
ORDER NO. P-45021/2/2017-PP(BE-II) DT. 16.09.2020
(Declaration by the bidder on their letter head)

To,
REGISTRAR
Institute of Physics,
PO-Sainik School
Near Appollo Hospital
Bhubaneswar-751005

Date:

Dear Sir,

We, M/s. _____ having its office at

_____ (address) hereby confirm that the offered product has ___% of the local content as per the definition of local content in order No.P-45021/2/2017-PP(BE-II) Dt. 16.09.2020 issued by GoI.

Following is/are the location(s) at which local value addition is made:

Yours
sincerely,
Signature

Name

Designation

Contact No.

NOTE:

1. Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 50% local content.
2. Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 20% local content.
3. Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%.
4. Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.



TECHNICAL BID
SUPPLY & Installation
OF
Temperature Variable High Resolution & High Power Thin Film
XRD Set Up System
FOR

INSTITUTE OF PHYSICS, BHUBANESWAR
Notice Inviting E-Tender No. NIT/IOP/28/.2022-23

<u>CHECK LIST/REQUIREMENTS</u>	Filed in by the Bidder
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A. Documents required to be submitted through e-Tender Portal

Name of Bidder		
Sl.No.	Description (Measurement tasks)	Documentation to be provided (Yes (Y), No (N), Not Applicable (NA))
1	X-RAY GENERATOR Maximum Rated Output : 9 kW continuous rated maximum output power, Rated Voltage : 20-45 KV (in steps of 1 KV), Rated Current : 10-200 mA (in steps of 1 mA), Stability : $\pm 0.01\%$ per 10% main variations (for voltage and current, within $\pm 10\%$ input power variations). X-Ray Tube Shield : Electro Magnetic Shutter interlocked with radiation enclosure. Safety Device : All the safety measures should be taken care and it should be fully automated including radiation safety. X-Ray Tube : Cu Target Rotating anode material, high brilliance long line fine focus at 9.0 KW with Ni K _β Filter.	

2	<p>Goniometer: The θ-θ Goniometer must hold the sample in a Horizontal and Stationary position. The θ-θ Goniometer should use Optical position sensing device for high reproducibility and accuracy with high resolution. Provision for changing from Bragg & Brentano focusing optics to parallel beam optics by adapting geometry selection slit and using parabolic multilayered mirror must be a standard feature of the system. The Goniometer should be capable of using small angle scattering measurement, thin film measurement and in-plane measurement (option) for equatorial grazing incident diffraction measurement with proper slit and accessories if required.</p> <p>(1) Geometry: Vertical θ/θ (keeps sample horizontal and stationary)</p> <p>(2) Scanning axis: $\theta_D - \theta_S$,</p> <p>(3) Scanning mode: θ_D/θ_S independent or coupled</p> <p>(4) Minimum step width: θ_D, θ_S 0.0001 °</p> <p>(5) Scanning speed: θ_D/θ_S coupled 0.02°/min – -100°/min (2θ) or better.</p> <p>(6) Scanning Range: θ_D/θ_S coupled -3 – +160 ° (2θ) or better.</p> <p>(7) Goniometer radius: ≥ 300 mm</p> <p>(8) Sample Size: Maximum 200mmϕ x 6mm thick</p> <p>(9) Z-Axis Movement: -10 mm to + 2mm</p> <p>Illumination: Both Symmetric and Asymmetric illumination are to be provided.</p> <p>Automatic Slit Exchanger System with automatic Alignment and Control with automatic systematic error correction (Computer software must automatically create and correct data base for systematic errors).</p>	
3	<p>Slit Exchange System: Type: Computer Controlled, Programmable Automatic Variable Slit Width:</p> <p>Incident Slit (IS) : 0.05-11.00 mm or better, 0.01 mm Step</p> <p>Anti Scatter (AS) : Knife edge/Scattering protector</p> <p>Receiving Slit (RS): 0.05 – 20.0 mm or better, 0.01 mm Step</p> <p>Height Limiting Slit: 2.0mm, 5.0mm, 10.0mm</p>	
4	<p>Parabolic multilayer mirror for powder sample, high resolution profile analysis, thin film measurement: Optical devices: Parabolic multilayer mirror. X-ray wavelength: Cu Kα</p>	
5	<p>Rotary Attenuator: Type: Computer Controlled, Programmable Automatic Rotary attenuator with automatic attenuation ratio 1/50, 1/1000, 1/10000 and Open selection depending on the X-Ray intensity.</p>	
6	<p>Flexible Soller Slit System: 1) Type: Incident & receiving Soller Slits should be provided. 2) Parallel Slit Analyser with suitable should be offered.</p>	

7	<p>Radiation Enclosure: Open & Close Door System (with a Pb-contained Acrylic Resin Windows) Lead equivalent: 0.5mm Pb equivalent. Fail Safe Function: With a CPU Controlled function. Warning Light: Installed independently on the top of the Radiation Enclosure.</p>	
8	<p>Standard sample holders: Aluminium and glass including zero background sample holder to be included. Automatic sample changer with 6 or more sample position with independent spinning capability to be offered in option.</p>	
9	<p>X-Ray Detector and Controller: High Speed Pixel based 2-Dimensional Direct Photon counting Detector with proper slit should be offered separately with the following specification: The 2-dimensional Silicon pixel array semiconductor X-ray detector Detector type: 2-D detector [Direct Detection Photon Counting] with lower energy threshold settings to suppress fluorescence. Working Mode: 0-D/ 1-D or 2-D mode. Pixel width: 100 μ X 100μ or lower. No. of pixels: 36000 pixels or higher. Sensitive area: 360 mm² or higher. Dynamic Counting rate per pixel: 1 x 10⁶cps or more. Background: Less than 0.1 cps or less. Global Count Rate: 3.7 x 10¹⁰ cps (Max) or more. Dead time: 3.7 msec or less. Cooling: Air cooling</p>	
10	<p>Application Software: The system software engine must select automatically and check right hardware configuration using hardware sensors to provide fully automatic optical & sample alignment, slit and scan condition setting and measurement. The software should also contain the following features. Peak search, integrated intensity calculation, Multiple recording of raw data files, Measurement condition display and editing, Data conversion to ASCII and general TEXT format with powder diffraction pattern analysis based on ICDD database. The XRR software for multilayer modeling and layer structure analysis package for X-Ray Reflectivity data. Rietveld Software should be offered for Lattice Constant Quantitative Analysis, Crystallite size and Lattice Strain calculation using Rietveld method. The software should be user friendly with graphical interface for performing Crystal Structure Parameter from a Database to setting analysis condition with displaying Crystal Structure and Quantitative analysis. The software must permit crystal structure refinement for both inorganic and organic materials.</p>	

11	<p>High resolution thin film 3-axes attachment with XRR software for measurement of phase, thickness, density and roughness including RSM and RC:</p> <p>3-axes automatic sample stage for thin film analysis with the following specification:</p> <p>a) Sample orientation: Horizontal mount</p> <p>b) χ-axis (for sample tilt): Rotation range: 0.5° to 95° with minimum step 0.001°.</p> <p>c) Z-axis (sample up/down mechanism) : -10 to +1mm with minimum step width 0.0005mm</p> <p>d) ϕ-axis (Inter planner rotation): +/- 360° with minimum step width 0.002°.</p> <p>e) Ge (220) 2-bounce channel-cut monochromator for $K\alpha_1$. The application oriented software must be included in the offer for XRR, RC and RSM experiment.</p>	
12	<p>Low Temperature Attachment for measurement up to 6K or less with necessary accessories like TMP, Temperature Controller, Helium Compressor & Z-Stage should be quoted as optional item</p> <p>(a) Spare Parts Kit for 2 years operation must be offered and assurance for 10 years should be given</p> <p>(b) ICDD DATA BASE PDF-2 in CD-ROM ICDD Data Base (Single Licence) with 10 years license & ICSD to be offered.</p> <p>(c) Third party item should have seamless service.</p> <p>Warranty: The system should be offered with 5 years comprehensive warranty.</p> <p>Installation and commissioning: The tenderer shall install the instrument, both imported and indigenous supply and all the supporting accessories at IOP, Bhubaneswar. The successful tenderer will demonstrate and provide training to the personnel of IOP, Bhubaneswar for a minimum period of 12 days. The tenderer shall supply/carry all the required tools, instruments for successful installation & commissioning of the system and also provide necessary standard samples for calibration and demonstration for performance.</p> <p>Training: After installation and commissioning, the tenderer shall impart training to Scientists & operators for minimum 12 working days on operation and maintenance of the system at IOP, Bhubaneswar.</p> <p>AMC: Vender should separately quote for AMC with spares for additional three years.</p>	

13	<p>INDIGENOUS ITEMS TO BE OFFERED FOR XRD INSTALLATION:</p> <p>(a) Closed Circuit Chilling Water System for both XRD and compressor for ULT should be offered locally.</p> <p>(b) Auto Transformer with Voltage Stabiliser if required should be offered.</p> <p>(c) Branded Computer with Colour Laserjet Printer must be offered.</p> <p>Minimum PC configuration: Computer: A computer system compatible with equipment (Licensed Windows operating system). Preferable configuration branded make (HP / DELL/ LENOVO): Intel Core I7 - 2.4 GHz Processor , Integrated 2 MB Cache, , Integrated GMA with 128 MB memory, 4 GB RAM expandable to 16 GB, 160 GB SATA HDD, 15" WXGA Wide Screen TFT, DVD-Writer, Slots: 4 USB. (T&C: Configuration may be outdated or old at the time of supply but the Supplier has to provide computer with latest configuration at the time of supply) Printer: Colour Laser printer should be offered with preferable make: HP. Supplier has to supply printer with latest model at the time of supply *Indigenous supply of computer & printer is acceptable. UPS: Suitable (30 KVA) UPS with min 30 min backup should be offered as option.</p>	
14	<p>The whole system should carry free onsite comprehensive warranty of 1 year from the date of installation. In case the tenderer provides warranty less than 01 year then he has to give justification for lesser period of warranty. Without justification his tender is liable to be rejected</p>	
15	<p>The vendor must provide list of at least 5 numbers of similar systems installed.</p>	

Contact for information: (Only E-mail enquiries will be entertained)

For Technical Information:-

- 1) **Prof. Debakanta Samal**
Email ID: dsamal@iopb.res.in
Mobile No. **83277 16198**
- 2) **Dr. Sachindra Nath Sarangi**
Email ID: sachin@iopb.res.in
Mobile No. **99379 67591**



INSTITUTE OF PHYSICS BHUBANESWAR

GENERAL TERMS AND CONDITIONS OF TENDER

INSTITUTE OF PHYSICS, BHUBANESWAR

Instruction for Online Bid Submission

The details of tender notification can be downloaded from <https://eprocure.gov.in/eprocure/app> or Tender Free View Link from www.iopb.res.in/tenders/

1. Vendors should obtain the USER ID and PASSWORD from **CPP Portal** by clicking on "<https://eprocure.gov.in/eprocure/app>" link in the homepage.

2. For further details on e-Tender participation, please contact Help desk as mentioned below:-

Telephone: 0120-4200 462/ 0120-4001 002/ 0120-4001 005/ 0120-6277 787

Email: **support-eproc(at)nic(dot)in.**

3. Tenders should be submitted only through **CPP portal** and obtain the Tender Acknowledgement copy as a proof of successful submission.

4. Tender documents for viewing only are also available in Institute of Physics web-site address: **HYPERLINK-**
<http://www.iopb.res.in/tenders/>

5. All corrigendum and addendum will be published on IOP,BBSR website and CPP Portal.

6. IOP,BBSR is publishing all its public and limited tender on IOP,BBSR website.

7. *For any query regarding tender terms & conditions please send email to purchase@iopb.res.in*

SD/-
REGISTRAR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 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. 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. 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 for misuse. 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

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. 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 / email in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

STANDARD TERMS & CONDITION FOR INVITING E-TENDER

1. Director, Institute of Physics, Bhubaneswar (IOP) invites E- Tenders for **the items (mentioned in the e- tender documents)** from the Manufacturer and their authorized reseller only having following credentials.
 - A. Should have satisfactorily completed **03 similar supply** (at least one of them in Central Government/Central Autonomous Body/Central PSU)
 - B. **Similar or Similar Nature of work means** Supply & Installation of **the items (mentioned in the e-tender documents)** for any of the following :
 - a) *Government/Autonomous Institutions*
 - b) **Government Research Centres**
 - c) *Universities*
 - d) **Autonomous/Reputed Private Research Centres**
 - e) *Purchase Orders / Completion certificates if any, for supporting above requirements.*

The Bidders are requested to give detailed tender in the prescribed forms in the format given.

2. For Information regarding Commercial & all other Terms & Conditions:

**Shri Santosh Kumar Choudhury,
Scientific Officer/D
Institute of Physics, Bhubaneswar
Email: purchase@iopb.res.in**

3. Supply means:

“Supply, Installation, Commissioning and satisfactory demonstration of the mentioned items/equipments”.

4. Tender Document:

- a) Tender documents contain following:
 - i. Detail tender documents in PDF to read & download only.
 - ii. The following documents needs to be filled mandatorily:-
 - Tender Notice (PDF)
 - Tender Document (PDF)
 - Financial Bid (Excel)

All parts are mandatory to download, fill & to be submitted in CPP Portal.

- b) The purpose of certain specific conditions is to get or procure best product/service etc. for IOP. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- c) The earnest money deposit as indicated against the item should be sent by post so that it reaches on or before the opening of the technical bid for e-tender system in the form of Account Payee. Bank Draft payable on any branch of Nationalized/Schedule Bank at Bhubaneswar in favuor of **“Director, Institute**

of Physics, Bhubaneswar”, in a separate sealed envelope. All tenders submitted without requisite amount of earnest money shall be rejected and their technical and financial bids shall not be opened. No interest is payable on EMD. The EMD will be returned to the bidder(s)/Agents whose offer is not accepted by IOP within one month from the date of the placing of the final order(s) on the selected bidder(s). In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (if applicable). However, if the return of EMD is delayed for any reason, no interest /penalty shall be payable to the bidders.

EMD EXEMPTION:

Parties registered with MSME/NSIC/DAE/SSI should have valid certificate for the items being Tendered, are eligible for exemption of EMD.

The bidder shall be suspended:

**If the bidder withdraws the bid during the period of bid validity specified in the tender.
In case a successful bidder fails to furnish the Performance Bank Guarantee.**

Performance Bank Guarantee: (IF APPLICABLE)

Within ten (10) days of the award of contract, the vendor shall furnish a Performance Bank Guarantee amounting to 3% of the purchase order value in the form of Bank Guarantee in favour of “The Director, Institute of Physics, Bhubaneswar valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. BG should be from any Nationalised/ Scheduled bank in India.

Following documents need to be uploaded on E-Tender portal.

- a) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.
- b) Copy of GST No. and PAN No. allotted by the concerned authorities.
- c) List of deliverables / Bill of materials and services.
- d) Compliance sheet with any deviation with reference to the terms and specifications.
- e) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem.

“Commercial Bid” shall contain:

- a) Price schedule complete in all respects. **Tender with any condition including conditional rebate shall be rejected forthwith.**
- b) Cost of all the items should be mentioned clearly and individually in the Commercial Offer only.
- c) ***The Bidders are requested to quote for Educational/Institutional Price for Machine/Equipment and, since we are eligible for the same.***
- d) **Printed conditions of the vendor submitted with the tender will not be binding on Institute of Physics, Bhubaneswar**

5. Tender process & award of contract (AOC):-

The technical bids will be evaluated to shortlist the eligible bidders. Bidders whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will only be considered for price comparison. Recommendation of technical committee will be posted on IOP website.

- a) ONLY TECHNICALLY accepted competitive bids will be considered for placing Purchase Order.

6. **Purchaser's Right to vary Quantities at the time of Award:** IOP reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions. The Director, IOP reserves the right to accept the offer in full or in parts or reject summarily or partly.

7. **Delivery Period / Timeliness**

The deliveries, installation must be completed within 60 days for indigenous items & 120 days for foreign items, after placement of purchase order. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as they are tightly linked to IOP's plans of completing the project within the time frame.

8. *Locations for the Supply / Services*

The item covered by this document is required to be supplied & installed at IOP (Mentioned in the CPP portal), Bhubaneswar of Concern Departments or labs.

9. *Order Placement and Release of Payment*

The Purchase Order and payment shall be processed by –

Registrar

Institute of Physics,

PO-Sainik School,

Bhubaneswar-751005

Payment for the items to be supplied by the vendor against the purchase order shall be made by Institute of Physics, Bhubaneswar as follows:-

INR payment:-

100% payment to be released after receipt of material, installation and submission of warranty certificate.

OR

80% will be released after receipt of material in good condition & balance 20% will be released after satisfactory installation, commissioning and against warranty certificate.

The tenderers who are not agreeing to above payment terms are requested not to submit their tender otherwise their EMD will be forfeited.

10. **IOP** will not provide any accommodation/transportation for the engineers/ representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.

11. **The successful bidder**, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited.

12. *Period of validity of bids*

- a) Bids shall be valid for a period of 90 days from the date of opening the Technical bid.
- b) IOP may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.
- c) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

13. Corrupt or Fraudulent Practices

IOP requires that the bidders who wish to bid for this project have highest standards of ethics. IOP will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. IOP may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

14. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Director, IOP's interpretation of the clauses shall be final and binding on all parties.

15. Price

- a) The price quoted shall be considered firm and no price escalation will be permitted at any time. The quotation should be in Indian Rupees.
- b) **Only INR bids:** The price criteria should be on delivered at IOP, Bhubaneswar including Free onsite comprehensive warranty, installation, commissioning, Training, demonstration, packing, transportation, insurance, loading & unloading (At IOP) etc. charges. Govt. Levies like GST, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, etc., if any.
- c) Please provide GST no. allotted by the concerned authorities in your quotation.

16. Pre-installation:

Pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IOP, Bhubaneswar the bidder shall confirm that the pre- installation requirements are sufficient for installation of the equipments. In other words the bidder should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

17. Installation, Warranty & Support

- a) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) The items covered by the schedule of requirement shall carry **onsite free comprehensive warranty from the date of installation and onsite service support** (warranty mentioned in the tender documents accordingly) of the equipments by IOP. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.
- c) **The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, GST, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should**

be given for this item.

- d) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 05/10 years from the date of supply of equipment on payment on approved price list basis.
- e) The equipment must be supported by a Service Centre managed by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.
- f) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

18. Indemnity

- a) The vendor shall indemnify, protect and save IOP against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by him.
- b) The successful bidder will be fully responsible for payment of wages and other dues as prescribed and compliance of various Labour Laws.
- c) The successful tender should give an undertaking that the staff deployed at the centre in terms of this contract at all time will be employees of the agency exclusively and they shall not be entitled to any claim of employment or permanency of job with IOP.
- d) IOP reserves the right to forfeit whole or part of the security money towards any damage/lose caused due to the negligence on the part of the agency engaged.

19. Insurance

The equipment's to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IOP site in case of Rupee/Foreign currency transaction.

20. Penalty for delayed Services / LD

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable/enforced.

If the supplier fails to Supply, Install and Commission the equipment as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

IOP reserves the right to cancel the order in case the delay is more than 30 days Penalties, if any, will be deducted from the EMD.

21. Jurisdiction

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

The authority to appoint the arbitrator(S) shall be the International Centre for alternative dispute resolution.

The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR arbitration Rules, 1996.

Sd/-
REGISTRAR
IOP, Bhubaneswar

Bid Security Declaration

(In Company's letter head)

Invitation to Bid/Request for Expression of Interest No. [Insert reference no.]

To
Institute of Physics,
PO-Sainik School,
Bhubaneswar-751005

I/We understand that, according to your NIT conditions, bids must be supported by a Bid Security. In lieu of the Bid Security, we submit the following undertaking:-

“I/We declare that we will be suspended/ disqualified for tendering with the entity for a period of 1 (One) year from the date of receipt of notice from you, if we withdraw or modify our bid during the validity period **OR** fail to sign the Contract **OR** fail to submit Performance Security (if applicable) before the defined deadline **OR** fail to execute contractual obligation within the stipulated time.”

Date:-

Place:-

Signature of the Bidder
(with Company seal)

DECLARATION BY THE VENDOR

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 21 and we have not given any printed conditions beyond the scope of this tender. This is also certified that I/We/Our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Address:

Name:

Designation:
On behalf of:

(Company Seal)

ORIGINAL EQUIPMENT MANUFACTURING (OEM)

MANUFACTURING AUTHORISATION FORM

(On Letter Head of Manufacturer)

Tender No. :- Date:-

To
The Director,
Institute of Physics,
PO-Sainik School,
Bhubaneswar-751005

Dear Sir,

We manufacture(s) of original equipment at (.....address of factory)
do hereby authorize M/s (Name and address of Agent(s)) to submit a bid, negotiate and receive
the order from you against your tender enquiry.

No company or firm or individual other than above is/are authorized to bid, and conclude the
contract in regard to this business.

We hereby extend our full guarantee and warranty as per the Tender terms and conditions for the
goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of manufactures)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be
signed by a person competent and having the power of attorney to bind the manufacturer. It
should be included by bidder in its techno-commercial and priced bid.

PRICE REASONABILITY CERTIFICATE

(ON THE LETTER HEAD OF THE COMPANY)

It is certified that the rates quoted against Tender No.Dated.....
for the items vide our bid No. dated.....are
exclusively for supply to ACADEMIC and RESEARCH Institutions and are not more than as
charged to other Govt. /PSU 's /Autonomous bodies for similar supplies-made in recent past. It is
further certified that we have offered the maximum possible discount to IOP, Bhubaneswar in our
Quotation No. dated for
(currency) The quoted price is the minimum. We will not
offer lower rates to any other customer (Govt. /PSU's/Autonomous bodies), till the validity of offer
or execution of purchase order, whichever is later. If they have been approved by the Director,
IOP, Bhubaneswar and if at any stage it has been found that quoted rates are higher, then in such
conditions IOP, Bhubaneswar, will have the right to cancel the approved rates and to take legal
action against the tenderer.

Yours faithfully,

(Name of manufacture)

(Signature with date) (Name and designation)

Duly authorized to sign tender for and on behalf of

The **Online Bids** in all aspects must be completely uploaded & filled online in **Two Envelopes** as explained below:-

General Information –Self Attested		
Envelope -1 (Following documents to be provided mandatorily as Single PDF File)		
Sl. No.	Basic Information	To be provided in (.pdf) Format only
1	Name of the Company	.PDF
2	Full address of company along with Telephone no. Fax no. E-mail address :	.PDF
3	Local address of company for communication, if any	.PDF
4	Are you a manufacturer or dealer/reseller	.PDF
5	If dealer please attach certificate from your principal company clearly showing validity of the certificate	.PDF
6	If foreign supplier : Please give details of your Indian authorized partner if any	.PDF
7	Annual turn-over in last 3 financial years in Rs. Crores. (i) Year 2019-2020 (ii) Year 2020-2021 (iii) Year 2021-2022 Please attach balance sheet	.PDF
8	Supply & Installation of “Tendered Item(s)” or equivalent to our tendered item(s) of last 3 financial years in State Government or Govt. of India Department(s) /Reputed Organization(s) (in Nos. and Value) (Please attach list of clients) (i) Year 2019-2020 (ii) Year 2020-2021 (iii) Year 2021-2022 Please attach copy of Purchase Order/ Completion Certificate	.PDF
9	GST Registration no. with Place PAN Card Details	.PDF
10	Income Tax Registration no. with place	.PDF
11	Photocopy of EMD	.PDF
12	Name and address on whom purchase order will be placed	.PDF

13	Bank details (IFSC CODE/Swift Code, Account Number/IBAN Number) of the supplier on which order will be placed (Both Foreign & Indigenous)	.PDF
14	If you are claiming exemption certificate under SSI/MSME/DAE/NSIC, Please attach self attested copy of certificate which should be valid during the tender process. Parties registered with MSME/NSIC/DAE/SSI should have valid certificate for the items being tendered.	.PDF
15	Service centre details & principal vendor support centre	.PDF
16	Vendor Declaration (In Company's Letter Head with Signature, Seal & Stamp)	.PDF
17	Price Reasonability Certificate	.PDF
18	OEM Authorization Form	PDF
19	Technical Compliance Sheet of IOP	.PDF
20	Technical Bid with Quotation Number and Date (In Company's Letter Head)	.PDF
Envelope -2 (Price Bid should be submitted in given BOQ_XXX.xls format)		
1	Financial/Price bid (BOQ)	.XLS