

**NOTICE INVITING TENDER**

Indian Institute of Science Education and Research (IISER) Berhampur, is an autonomous Institute established under Ministry of Education, Department of Higher Education, Government of India.

Electronic Tenders are invited only from the Indian manufacturers and or their authorized dealers/distributors of Indian origin for supply of Ellipsometer manufactured wholly in India only for use in the IISER Berhampur as per the quantities indicated in the section IV – Schedule of Requirement. The bidder/manufacturer/supplier/authorized dealer/distributor should be an Indian and has to adhere to the specification, quality, make in India policy of Government of India and other terms & conditions mentioned herein this NIT document, being issued after the pre-bid meeting, LOA and the POs. The potential bidders are required to visit the website <https://www.gerpegov.com/IISERBP> for submission of tender

**Section - I: Invitation for Bid**

NIT No. & Date	IISERBpr/S&P/2024-25/27 Dt. July 10, 2024		
Brief Description of the item to be procured	Spectroscopic Ellipsometer		
Quantity	01		
Bid Estimate	Rs. 1,20,36,000/-		
Tender Category:	Goods		
Tender Type:	OPEN (ADVT.)		
Number of Covers:	TWO BID		
Covers Information / Submission of Bids			
Covers No.	Cover Type	Description	Document Type
1.	Technical	Technical Specification, Tender Document duly signed and stamped on each page, EMD, Schedule of Requirement and Compliance, Bidders Information/ Indian Agent Information, Integrity Pact for more than Rs. 1 Crores, Purchase order copies, and all other formats available in tender documents duly completed in all respects.	To be filled online and Scanned copies to be uploaded for verification.
2.	Financial	Financial Bid	To be filled online
<p>Two Bid System:</p> <p style="margin-left: 40px;"><b>Part - I: Techno-Commercial Bid.</b></p> <p style="margin-left: 40px;"><b>Part - II: Price Bid.</b></p> <p>The prices should be shown against each item for the purpose of Insurance claims / replacements if any in a separate sheet and price should be quoted in price bid for whole equipment as specified in Annexure 1A of the tender document.</p> <p>In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.</p> <p>. Note: The technical offer should not contain any price information. If the price quoted is submitted in technical bid the tender will be rejected at the sole discretion of IISER Berhampur.</p> <p>Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids of only Technically qualified bidders will be opened later.</p> <p>Contract/ Purchase Order will be awarded to the lowest bidder(L1) among them.</p>			

Form of Contract:	SUPPLY, installation and commissioning
EMD Fee Details	Rs. 250000/- should be deposited through SBI I-Collect only, through the web link : <a href="https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974">https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974</a> <a href="https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974">https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974</a>
Bid validity (Days):	90 days
Period of Work/ Delivery Period (Days):	6 months after the release of purchase order.
Contract Type:	Tender
Pre-Bid meeting date Place	July 17, 2024 at 16:00hrs (Transit campus, IISER Berhampur)
Delivery Location:	IISER Berhampur, Permanent Campus
Submission End Date & Time of submission	August 10, 2024, 1500 Hrs
Place of Submission of Bid	Through Online, <a href="https://www.gerpegov.com/IISERBP">https://www.gerpegov.com/IISERBP</a>
Bid Opening Date & Time:	August 10, 2024, 15:45 Hrs
Bid Opening Place:	Store & Purchase Section, IISER Berhampur, Transit Campus, Govt. ITI, Engineering School Road, Berhampur, Odisha - 760010
For technical Clarifications please contact:	<b>Dr. Ajay Perumal</b> E-mail: <a href="mailto:ajay@iiserbpr.ac.in">ajay@iiserbpr.ac.in</a>
Tender Inviting Authority:	Store & Purchase Officer on behalf of Director, IISER Berhampur Tel. No.0680 2227-728/709 E-mail: <a href="mailto:purchase@iiserbpr.ac.in">purchase@iiserbpr.ac.in</a>

#### **Other Terms and Conditions (Warranty):**

Pre-Qualification criteria: - Bidders must have supplied identical item (same or similar) to other IISERs/IITs/Central Universities/research institutes etc., of national repute in the last three years. Copies of Purchase orders have to be submitted as evidence of supply. The bidders also have to submit certificates from the Institute authorities showing successful functioning of the identical equipment supplied to them for the last three years

Warranty: The warranty of the equipment will be as per the OEM product catalogue and the warranty clause indicated at Section IV of NIT, whichever is beneficial to the buyer (IISER Berhampur). Bidder shall note this requirement while quoting their rate

Signing Authority:

Store & Purchase Officer

## **Section II: Instructions to Bidders**

### **1. Preparation and Submission of offers.**

- a) The tender shall be accepted only through online e-tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website <https://www.gerpegov.com/IISERBP>
- b) Intending contractors needs to register themselves on the e-tendering website <https://www.gerpegov.com/IISERBP> to get the USER ID and PASSWORD by paying required registration fee (Annual & Non-Refundable) through e-payment only and completing the steps specified on above referred website.
- c) Bid submission through any other mode will not be accepted. EXCEPT In case of Foreign Bidders without having Indian Agents can submit their e-bids without EMD by duly enclosing an undertaking to this effect on or before the date & time of submission of tender.
- d) All pages of the tender document shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- e) Bidders must upload soft copies/scanned copies of all documents while uploading e-tender on the website. Submit hard copies of Challan generated on deposit of EMD through SBI I collect, Certificate and Declaration on non-judicial stamp paper, Security Deposit/ Performance Bank Guaranty.
- f) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- g) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- h) IISER Berhampur discourages High Sea Sale purchase. All tenders with High Sea Sale will be rejected.
- i) It is mandatory for all Indian Agents to submit copy of Indian Agent Agreement / Authorization letter from OEM / OEMs along with **tender specific authorization from OEM.**
- j) It is mandatory for Indian Agents, Indian subsidiaries and Indigenous bidders to have GSTN Registration No. and should submit duly filled Bidders Information along with the tender document.

### **2. Validity of the Bid. 90 Days from the last date of submission of bid**

- 3. Cost of Bidding.** The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or outcome of the bidding process.

### **4. Amendments to Tender Document.**

- a) At any time prior to the deadline for submission of bids, IISER Berhampur may, for any justified reason, whether on its own initiative or in response to the clarification sought by a prospective BIDDER may modify the bid document by issuing necessary corrigendum.
- b) All prospective BIDDERS who have downloaded the tender document are requested to visit IISER Berhampur website for any amendments / modifications and make a note of the same, which will be binding on them.

5. **Deadline for Submission of Bids.** Bids must be submitted only through e-tendering mode on <https://www.qerpegov.com/IISERBP> before the due date and time.
6. **Bid Opening Process.**
  - a) In case of one bid system, e-technical & e-financial bid will be opened simultaneously in the presence of representatives of the bidders at IISER Berhampur.
  - b) In case of two bid system, The Technical Bid will be opened in the first instance in the presence of Dept. Technical Evaluation Committee(TEC), representatives of the bidders at IISER Berhampur.
  - c) Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Dept. Technical Evaluation Committee(TEC) vendor's representatives subsequently at a later date for further evaluation. Date and Time of financial bid opening shall be intimated to technically qualified bidders only.
  - d) One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids.
  - e) The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Technical/Commercial bid opening session.
7. **Supplementary Offer / Modification of Original Bid.** desirous to modify their offer/terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updation done to the original offer. The purchaser reserves the right to open the original offer along with the revised offer.
8. **Confidentiality**
  - a) Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process.
  - b) Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
  - c) Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.
9. **Deviation, Reservations and Omissions.** During the evaluation of Bids, the following definitions apply: -
  - a) **"Deviation"** is a departure from the requirement specified in the Tender Documents;
  - b) **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
  - c) **"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Documents.
10. **Correction of Arithmetical Errors.** Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: -

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

#### 11. **Evaluation of Bid.**

- a) IISER Berhampur will evaluate technical and commercial acceptable offers on landed net Price basis.
- b) In case any BIDDER is silent on any clauses mentioned in this tender documents, IISER Berhampur shall construe that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
- c) No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
- d) The prices of the equipment (including indigenous items) and comprehensive warranty of four years all together shall be considered in determining L1.

**EMD** : All bidders except those specifically exempted shall furnish Bid Security Declaration as per our format in lieu of Earnest Money Deposit, failing which such offers will be rejected. Submission of Bid Security Declaration will be exempted for Govt. Depts and firms/public sector units/ MSE units registered under MSMED Act (subject to Declaration of Udyog Aadhar Memorandum number by the vendors on CPP Portal/Gerpegov) / firms registered under NSIC and Khadi Board as per applicable govt. directions, and on submission of valid documents/certificates in proof of the same.

If any bidder retracts from or without request of IISER Berhampur revises or amends his bid during its validity period or fails to submit Security Deposit within the stipulated time or fails to execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, they will be disqualified from bidding for any contract with IISER Berhampur for a period of Three years from the date of notification, without prejudice to IISER Berhampur right to claim damages and/or other legal recourse. Under taking for bid security should be submitted as per the attached format.

#### 12. **Price Bid (For Import Supplies).**

- a) Quoting of Price (s): **It is mandatory to quote price in FOB/FCA basis only.**
- b) If the bidder wishes to quote in CIP/DDP, then may be provided the details separately with cost breakup at given format.
- c) If the price is not quoted in Price Bid Form provided in the tender document then, IISER Berhampur will reject bid.
- d) If the bidder wishes to give pricing details, may be filled in in a separate sheet. It is mandatory to quote optional items in separate sheet otherwise your quote will be rejected.

- e) In case of Multiple options of same product, bidders are requested to quote only one best option and not multiple options.
- f) It is mandatory to quote optional items in separate sheet otherwise your quote will be rejected.

### 13. **Price Bid (For Indigenous Supplies).**

- a) Quoting of Price (s): **Price quoted should be in Indian Rupees, free delivery at IISER Berhampur Campus at site.**
- b) PRICE BID must be submitted in enclosed Price Bid Form only.
- c) All the taxes including GST and other duties/levies should be shown separately.
- d) If the price is not quoted in Price Bid Form only provided in tender document then, IISER Berhampur will reject bid. If bidder wish to give pricing details, may be attached in separate sheet.
- e) In case of Multiple options of same product, bidders are requested to quote only one best option and not multiple options.
- f) It is mandatory to quote optional items on a separate sheet otherwise your quote will be rejected.

### 14. **Corrupt & Fraudulent Practices.**

- a) IISER Berhampur requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy.
  - b) The terms set forth below are defined as follows: -
    - i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;
    - ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement.
- Process or the execution of a contract.**
- iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non- competitive levels; and
  - iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - v) IISER Berhampur will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

### 15. **Cancellation of Tender.**

- a) Not withstanding anything specified in this tender document, Purchaser / IISER Berhampur in his sole discretion, unconditionally and without assigning any reasons, reserves the rights: -
  - i) To accept OR reject lowest tender or any other tender or all the tenders.
  - ii) To accept any tender in full or in part.
  - iii) To reject the tender offer not confirming to the tender terms.

- b) IISER Berhampur will give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.
- c) Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected: -
- i) Non-submission of complete offers as mentioned in the tender document,
  - ii) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
  - iii) Receipt of offers in open condition.
  - iv) Conditional Tenders and Unsigned Tenders will also be rejected.

**16. Delivery:** The successful BIDDER should deliver the material as per tender document/purchase order. **The successful bidder should emboss stickers of purchase order number on the material to be delivered.**

**Special Note:** The price bid and other documents have to be Submitted separately online at <https://www.gerpegov.com/IISERBP>. The date of Submission of online Technical and Financial will be as per tender notice.

**17. Requirement for Vendors for uploading online tender.**

P.C. Connected with internet

Registration with portal <https://www.gerpegov.com/IISERBP>

Class-III Digital signature certificate in the name of the company of the vendor is mandatory (in the name of the company who will be submitting the EMD & general information). This may be obtained by calling our helpdesk (09073677150 and 9674758726). Bids will not be recorded without Digital signature Certificate.

Bidders will have to pay Tender Processing fee (**Amount as per work order including GST**) (Non-Refundable) through e-payment in favour of M/s BECIL Ltd.

Note: Please check the Digital Signature Certificate. For more details, bidders may visit e-tendering portal and download the help manuals uploaded in the website.

Contact Person: -

Mr. Rishi Shankar Chatterjee Mob: 09674758726

Email: [helpdeskgerpegov@gmail.com](mailto:helpdeskgerpegov@gmail.com)

Help Desk No: 09073677150/09073677151/09073677152

## **Section III: Conditions of Contract**

### **1. Award of Contract.**

- a) IISER Berhampur shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- b) If more than one BIDDER happens to quote the same lowest price, IISER Berhampur reserves the right to award the contract to more than one BIDDER or any BIDDER.

### **1(A). Purchase preference to Local Manufacturers.**

Implementation of Make in India policy of Govt. of India, DIPP Order dated June 15<sup>th</sup>, 2017, the order is issued in pursuant to Rule 153(iii) of the GFR 2017.

As per instructions of the above order purchase preference shall be given to local suppliers in the following manner: -

#### **where the quantity is divisible**

Among all qualified bids, the lowest bid will be termed as L1, if L1 is from a local supplier (Indigenous) the full quantity will be awarded to L1.

If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the Lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference i.e. 20%.

#### **Where the quantity is not divisible**

If the L1 bidder is local supplier then the contract will be awarded to L1.

If L1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (20%), and the contract shall be awarded to such local supplier subject to matching the L1 price.

\*\*\*Here local supplier definition is not explained in the referred letter, however local supplier in the context of Make in India policy is Indigenously produced /processed goods and services.

### **2. Prices.**

- a) The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- b) **For Indigenous Supplies** - The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.

### **3. Pre-installation.**

- a) Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.

### **4. Installation.**

- a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract.
- b) Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.



5. **Training.**

- a) The BIDDER shall submit training proposal for the operation and maintenance to the personnel of IISER Berhampur on the offered equipment/machinery.
- b) Wherever needed, our technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

6. **Terms of Payment.**

(a) For Indigenous items. 100% payment shall be made against satisfactory, delivery and successful installation & commissioning of the equipment subject to submission/ extension of S.D. of 5% of Purchase order value in form of D.D. / B.G valid till 60 (sixty) days beyond the Warranty period.

(b) For imported items.

(i) 100% payment shall be made by wire/telegraphic transfer after delivery and acceptance after successful installation subject to submission of SD of 5% in form of DD/BG up to 60 (sixty) days beyond the Warranty period.

OR

(ii) 100% payment shall be made by Irrevocable Letter of Credit. Out of which 80% will be paid against submission of following documents: -

Air way Bills	- 2 copies
Packing List	- 2 copies
Invoice for shipping	- 4 copies

(c) Balance 20% shall be released after successful installation and commissioning of the equipment subject to submission/ extension of S.D. of 5% of Purchase order value in form of D.D. / B.G valid till 60 (sixty) days beyond the Warranty period.

(d) Warranty payment. Payment shall be released year wise on completion of each year's AMC subject to satisfactory services and submission of tax invoice.

Note. I. All bank charges outside India shall be borne by the supplier.

II. LC will be opened on receipt of unconditional acceptance of purchase order.

III. Accepted term of payment shall be clearly indicated in Tender / Offer document

7. **Legal Matters.** All Domestic and International disputes are subject to Berhampur, Odisha, jurisdiction only.

8. **Transfer and Subletting.** The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

9. **Force Majeure.** Force Majeure will be accepted on adequate proof thereof.

10. **Penalty/ Liquidated Damages.**

a) Timely delivery is the essence of the contract and hence if any consignment is delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to a maximum of 10% of total purchase order value.

b) IISER Berhampur reserves the right to cancel the order in case the delay is more than 10

weeks. Penalties if any will be recovered by forfeiting PBG at vendor's cost and risks.

c) **Specification and Samples.** The suppliers shall supply the stores in accordance with the specifications/ descriptions of stores given in the acceptance of tender. The Purchaser reserved the rights to alter the description of stores including drawings given in the acceptance of tender. In the event any such alteration result in any implication to the deliver and price, such implication shall be mutually agreed between the Purchaser and supplier. In case certified sample has been issued by the Purchaser and the Specifications / Drawings also exist in the acceptance of tender then the certified sample will govern the supply to the extent of material, workmanship and finished product.

11. **Supervision of Erection and Commissioning.** Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their specialist during their stay in which also includes imparting free of cost training to IISER Berhampur personnel.

12. **EARNEST MONEY DEPOSIT (GFR 2017 Rule 170).** The Techno-commercial Bids must accompany details of EMD. EMD should be in the form of bank transfer (I-Collect) / Challan at any branch of SBI. If any assistance required:-Bidders may visit by copying the URL (<http://www.iiserbpr.ac.in/pdf-doc/SBI%20Collect%20Guide.pdf>) to download SBI Collect Guide. The Techno-commercial Bids must accompany details of EMD payment. No interest shall be paid on earnest money deposited. Bidders having valid registration with NSIC/MSE for tendered item and value will be considered for exemption from EMD amount as per extant rules. Please submit bank account details for refund of EMD, in the RTGS IISER Berhampur format available on this link [http://www.iiserbpr.ac.in/pdf-doc/RTGS%20NEFT%20Form\\_IISER%20Berhampur.pdf](http://www.iiserbpr.ac.in/pdf-doc/RTGS%20NEFT%20Form_IISER%20Berhampur.pdf) for getting the refund of EMD/Payment. The editable format of RTGS form is also available in <http://www.iiserbpr.ac.in/download-forms.php> in S&P tab.

13. **Performance Guarantee (GFR 2017 Rule 171).**

- (i) Performance Guarantee Bond is mandatory.
- (ii) Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Acting Stores & Purchase Officer, IISER Berhampur on or before 15 days from the due date of issue of order acknowledgment. The PGB to be furnished in the form of bank guarantee as per attached proforma with the tender documents, for an amount covering 5% of the purchase order value.
- (iii) The Performance Guarantee should be established in favour of "The Director, IISER Berhampur".
- (iv) PBG to be established through any of the National Banks (whether situated at Berhampur or outstation) with a clause to enforced the same on their local branch of Berhampur or any scheduled bank (other than national bank) situated at Berhampur. Bonds issued by co-operative banks will not be accepted.
- (v) Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- (vi) The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.

- (vii) The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of 60 days beyond warranty period (i.e. Warranty period + 60 days) from the date of order acknowledgement. In case PBG needs extensions up to 60 days beyond warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- (viii) For successful suppliers, if PBG is not submitted within **15 days** from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
- (ix) **No interest shall be payable by the buyer to the Bidder on PBG.**

**Store & Purchase Officer**

**Section IV**

**Schedule of Requirements and Compliance**

<b>SI No.</b>	<b>Description</b>	<b>No. of Units</b>
<b>1</b>	Spectroscopic Ellipsometer	1

**Annexure I**

**Technical Specification**

SI No	Tender Specification for Spectroscopic Ellipsometer
1	Spectral range: From 380nm or lower to 1000 nm or more
2	Light source: Xenon lamp / QTH lamp
3	Beam diameter: 2 - 5 mm or nearest standard and with focusing optics 220 $\mu$ m
4	Beam divergence: < 0.3° (without focusing)
5	Base: Should have Auto-Angle base with angle range from 45°-90°.
6	Measurement speed: <1 sec or better
7	Sample height alignment: Automated. The system should adjust the height of the sample stage according to the substrate thickness  Sample Translation ( Horizontal Sample) / Mapping Stage: Automated sample translation for sample size up to 100 mm x 100 mm (XY)
8	Compensator Rotation rate: ~ 20Hz
9	Measurable quantities <b>a)</b> Ellipsometry: $\Psi(0^\circ - 90^\circ)$ and $\Delta(0^\circ - 360^\circ)$ <b>b)</b> Transmission: %Transmission <b>c)</b> Reflection: % Reflection <b>d)</b> Depolarization: % Depolarization <b>e)</b> Mueller-matrix: Measure and fit 11 normalized elements of the Mueller matrix
10	Detector system: Back-thinned silicon CCD array (UV/VIS)  Detector alignment : Should be automated
11	Spectral resolution : 1.6 nm pixel or better for full range  Accuracy : $\Psi = 45^\circ \pm 0.075^\circ$ , $\Delta = 0^\circ \pm 0.05^\circ$ or better  Repeatability : $\delta\Psi = 0.015^\circ$ , $\delta\Delta = 0.015^\circ$ or better
12	Sample size : ~ 300 mm square or circular  Sample thickness : The system should be able compatible with samples from 100micron to 20mm thickness
13	Computer for Data analysis : <b>1.</b> i7 computer or better, minimum 8 GB RAM and 500 GB hard drive, 22" LCD or more, Windows based, All drivers and data acquisition card must be pre-installed <b>2.</b> Software dongle or installation license should work in two (02) independent computers.
14	Software:

Preinstalled operating system compatible with ellipsometry software. The measurement software packages should provide easy calibration, data acquisition, analysis for all applications.

Important features

1. Software should have user friendly portal for optical simulation
2. Capable to model multilayer system
3. Should have library file of optical coefficients of metals (Cu, Ag, Au, Fe, Cr, Al, Co, Ni, Mg, W etc.), semiconductors (Si, a-Si, poly-Si, SiO<sub>2</sub>, Native oxide, GaAs, GaSb, Ge, etc.) and dielectrics (Al<sub>2</sub>O<sub>3</sub>, BaF<sub>2</sub>, CaF<sub>2</sub>, DLC, ITO, KBR, MgO, Si<sub>3</sub>N<sub>4</sub>, SiC, TiO<sub>2</sub>, HfO<sub>2</sub>, ZnO, ZrO<sub>2</sub>, CdTe, glass fused silica, Sapphire, ZnSe, etc )
4. Should have model files of well known optical models like Lorentz oscillator, Tauc-Lorentz, Cauchy, Drude, Burgaman Effective medium approximation (EMA), other EMA like Maxwell-Garnet etc, Harmonic, Sellmeier, Gauss-Lorentz, Cody-Lorentz etc
5. Should have capability to model anisotropic samples and in build uni-axial layers, bi-axial layers and Euler angle modelling capability
6. Capability to model Muller matrix elements
7. Should have global grid fit option
8. Should have option of showing 2D, 3D plot with a single or double y-axis option
9. Should have capability to show plots of ( $\Psi$ ,  $\Delta$ ), ( $\epsilon_1$ ,  $\epsilon_2$ ), ( $\tan(\Psi)$ ,  $\cos(\Delta)$ ), (n, k), real ( $\rho$ ),  $\text{img}(\rho)$ ,  $\sin(2*\Psi)$   $\cos(\Delta)$ ,  $\cos(2*\Psi)$   $\sin(\Delta)$ , Transmission, Reflection, Absorption, Transmitted Phase, Depolarisation, Jones Matrix Quality, Neutron Reflectivity plots versus photon energy (eV), wavelength (A, nm, cm<sup>-1</sup>, micron, THz, GHz)
10. Should be capable to export the data in both .txt and ASCII values for single or multiples file options
11. Capable for Backside correction, pT, sT, uT, pRb, sRb, uRb, rR, sR, uR, kerr rotation & ellipticity
12. Roughness and void inclusion option.
13. 5 seat license of the software
14. Life time Free up-gradation of the software.

Software Should have advanced data handling capabilities, such as

- Anisotropic biaxial materials for polymer-like samples,
- Meta-materials,
- Mueller Matrix data,
- Function-based grading for ITO-like samples,
- Alloy composition determining files,
- Temperature dependent optical constants,
- Crystallinity dependent files for determining crystallinity of samples such as amorphous silicon,
- Conductivity (ohm-cm) and sheet resistance determination capability,
- Doping concentration determination, etc.

Setfos Software for Solar cell & OLED

- Multi-user floating licenses for 1 parallel user
- 1. Drift-Diffusion Module
- 2. Absorption module
- 3. Emission model
- 4. Advanced Optics module

15 Input power : 220 VAC/ 50 Hz and single phase as per Indian standard

16 Other information: Detailed operational manuals written in English containing the details about hardware, software and demo examples

17	Installation & Training: At IISER Berhampur
18	Warranty : 1 year

## Technical Compliance Statement

### Annexure IA

Sl No	Tender Specification for Spectroscopic Ellipsometer	Compliance please write Yes/No	Make/Brand & Model No. of the Quoted Item	Remarks
1	Spectral range: From 380nm or lower to 1000 nm or more			
2	Light source: Xenon lamp / QTH lamp			
3	Beam diameter: 2 - 5 mm or nearest standard and with focusing optics 220 $\mu$ m			
4	Beam divergence: < 0.3° (without focusing)			
5	Base: Should have Auto-Angle base with angle range from 45°-90°.			
6	Measurement speed: <1 sec or better			
7	Sample height alignment: Automated. The system should adjust the height of the sample stage according to the substrate thickness  Sample Translation ( Horizontal Sample) / Mapping Stage: Automated sample translation for sample size up to 100 mm x 100 mm (XY)			
8	Compensator Rotation rate: ~ 20Hz			
9	Measurable quantities <b>f)</b> Ellipsometry: $\Psi(0^\circ - 90^\circ)$ and $\Delta(0^\circ - 360^\circ)$ <b>g)</b> Transmission: %Transmission <b>h)</b> Reflection: % Reflection <b>i)</b> Depolarization: % Depolarization <b>j)</b> Mueller-matrix: Measure and fit 11 normalized elements of the Mueller matrix			
10	Detector system: Back-thinned silicon CCD array (UV/VIS)  Detector alignment : Should be automated			
11	Spectral resolution : 1.6 nm pixel or better for full range  Accuracy : $\Psi = 45^\circ \pm 0.075^\circ$ , $\Delta = 0^\circ \pm 0.05^\circ$ or better  Repeatability : $\delta\Psi = 0.015^\circ$ , $\delta\Delta = 0.015^\circ$ or better			
12	Sample size : ~ 300 mm square or circular  Sample thickness : The system should be able compatible with samples from 100micron to 20mm thickness			
13	Computer for Data analysis : <b>1.</b> i7 computer or better, minimum 8 GB RAM and 500 GB hard drive, 22" LCD or more, Windows based, All drivers and data acquisition card must be pre-installed <b>2.</b> Software dongle or installation license should work in two (02) independent computers.			
14	Software: Preinstalled operating system compatible with			

ellipsometry software. The measurement software packages should provide easy calibration, data acquisition, analysis for all applications.

Important features

1. Software should have user friendly portal for optical simulation
2. Capable to model multilayer system
3. Should have library file of optical coefficients of metals (Cu, Ag, Au, Fe, Cr, Al, Co, Ni, Mg, W etc.), semiconductors (Si, a-Si, poly-Si, SiO<sub>2</sub>, Native oxide, GaAs, GaSb, Ge, etc.) and dielectrics (Al<sub>2</sub>O<sub>3</sub>, BaF<sub>2</sub>, CaF<sub>2</sub>, DIC, ITO, KBR, MgO, Si<sub>3</sub>N<sub>4</sub>, SiC, TiO<sub>2</sub>, HfO<sub>2</sub>, ZnO, ZrO<sub>2</sub>, CdTe, glass fused silica, Sapphire, ZnSe, etc )
4. Should have model files of well known optical models like Lorentz oscillator, Tauc-Lorentz, Cauchy, Drude, Burgaman Effective medium approximation (EMA), other EMA like Maxwell-Garnet etc, Harmonic, Sellmeier, Gauss-Lorentz, Cody-Lorentz etc
5. Should have capability to model anisotropic samples and in build uniaxial layers, bi-axial layers and Euler angle modelling capability
6. Capability to model Muller matrix elements
7. Should have global grid fit option
8. Should have option of showing 2D, 3D plot with a single or double y-axis option
9. Should have capability to show plots of  $(\Psi, \Delta), (\epsilon_1, \epsilon_2), (\tan(\Psi), \cos(\Delta)), (n, k), \text{real}(\rho), \text{img}(\rho), \sin(2*\Psi) \cos(\Delta), \cos(2*\Psi) \sin(\Delta), \text{Transmission}, \text{Reflection}, \text{Absorption}, \text{Transmitted Phase}, \text{Depolarisation}, \text{Jones Matrix Quality}, \text{Neutron Reflectivity}$  plots versus photon energy (eV), wavelength (A, nm, cm<sup>-1</sup>, micron, THz, GHz)
10. Should be capable to export the data in both .txt and ASCII values for single or multiples file options
11. Capable for Backside correction, pT, sT, uT, pRb, sRb, uRb, rR, sR, uR, kerr rotation & ellipticity
12. Roughness and void inclusion option.
13. 5 seat license of the software
14. Life time Free up-gradation of the software.

Software Should have advanced data handling capabilities, such as



	<ul style="list-style-type: none"> <li>• Anisotropic biaxial materials for polymer-like samples,</li> <li>• Meta-materials,</li> <li>• Mueller Matrix data,</li> <li>• Function-based grading for ITO-like samples,</li> <li>• Alloy composition determining files,</li> <li>• Temperature dependent optical constants,</li> <li>• Crystallinity dependent files for determining crystallinity of samples such as amorphous silicon,</li> <li>• Conductivity (ohm-cm) and sheet resistance determination capability,</li> <li>• Doping concentration determination, etc.</li> </ul> <p>Setfos Software for Solar cell &amp; OLED</p> <ul style="list-style-type: none"> <li>• Multi-user floating licenses for 1 parallel user</li> <li>• 1. Drift-Diffusion Module</li> <li>• 2. Absorption module</li> <li>• 3. Emission model</li> <li>• 4. Advanced Optics module</li> </ul>			
15	Input power : 220 VAC/ 50 Hz and single phase as per Indian standard			
16	Other information: Detailed operational manuals written in English containing the details about hardware, software and demo examples			
17	Installation & Training: At IISER Berhampur			
18	Warranty : 1 year			

## TECHNO-COMMERCIAL BID

E-Tender Enquiry No. **IISERBpr/S&P/2024-25/27** date **10.07.2024**  
**Supply of Research Equipment for IISER Berhampur**

1.	Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)			
2.	Do you possess trade license issued by Competent Authorities in India? If so, please enclose a copy.			
3.	Name of Proprietor / Director			
4.	Furnish following particulars of the Registered Office			
	a. Complete Postal Address			
	b. Telephone No.			
	c. Fax. No.			
5.	Furnish following particulars of the Local Branch Office. (if any)			
	a. Complete Postal Address			
	b. Telephone No.			
	c. Fax. No.			
	d. E-Mail Address			
6.	PAN No. (Attach Attested Copy)			
7.	TIN No. (Attach Attested Copy)			
8.	If Manufacturer – Pl. attach the certificate of Registration If Authorized Dealer / Distributer – Pl. attach relevant tender specific authorization certificate.			
9	Financial Turnover for the last three Financial Years (Please attach copy of certificate by Chartered Accountant in original) The bidder should have 50% of the estimated value of the equipment.	2020-21		
		2021-22		
		2022-23		
10	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organizations, to whom item/material of the same type have been supplied by the bidder during the last two years in the following format.	Name of Client	PO No. & Date	PO Value
11	The <b>agency should not have been black listed</b> or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. .A notarized certificate to this fact should be enclosed with techno-commercial bid as per attached format.			
12	Are you an ISO certified manufacturer? If so, please attach a copy of the certificate.			
13	Please specify the minimum time required to supply the item / material from the date of receipt of the Purchase Order			
14	Additional information, if any (Attach separate sheet, if required)			
15	EMD Details, if exempted please upload relevant certificate.			
16	Price Basis (please mention the appropriate INCO term i.e FOB/FCA/CIP/CIF/FOR)			

17.	Country of origin	
18.	Indicate approximate dimensions of the packages	
19.	Total weight of consignment	Not Applicable
20.	Furnish details of registration with the competent authority in case procurement from a bidder of a country which shares a land border with India in accordance with Ministry of Finance, Gol order No. F.7/10/2021-PPD(1) dt. Feb 23, 2023.	

## FORMAT FOR PERFORMANCE GUARANTEE BOND

**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)** (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BERHAMPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BERHAMPUR OR ANY SCHEDULED BANK SITUATED AT BERHAMPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.).

To,  
The Director,  
IISER Berhampur, Govt. ITI Campus, Engineering School Road, Berhampur, Odisha -760010.

### LETTER OF GUARANTEE

WHEREAS Indian Institute of Science Education and Research, Berhampur (Buyer) have placed an order for supply of (item name)..... vide Purchase Order Number..... Dt..... and NIT No. .... dt. .... ANDWHEREAS

the said Purchase Order requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "The Director, Indian Institute of Science Education and Research, Berhampur" in the form of Bank Guarantee for Rs.....

**(10% (Ten percent) of the purchase value)** and valid till 60 days beyond warranty period (i.e. Warranty period + 60 days) from the date of issue of Performance Guarantee Bond may be submitted within (Fifteen)15 days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document, purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Science Education and Research, Berhampur on demand and without protest or demur Rs ..... (Rupees. .... ).

This Bank further agrees that the decision of Indian Institute of Science Education and Research, Berhampur (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Science Education and Research, Berhampur (Buyer).

### Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees ..... only).
2. This Bank Guarantee shall be valid up to ..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IISER Berhampur serve upon us a written claim or demand on or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at (Address of local branch).

Yours truly,  
Signature and seal of the guarantor: Name of Bank:  
Address:  
Date:

**Instruction to Bank:** Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond

**FORMAT FOR CERTIFICATE & DECLARATION**  
**CERTIFICATE & DECLARATION**

I have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I declare that all the provisions of this Tender are acceptable to my company.

2. It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IISER, Berhampur is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

3. In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further IISER, Berhampur is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

4. I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

5. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

6. Our Firm/ Company/ Agency is not being blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any Other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

***Note: This certificate should be executed on duly notarized` 100/- NJ Stamp Paper.***

CERTIFICATE OF COMPLIANCE  
(To be given on Company Letter Head)

Date : \_\_\_\_\_

To,

The Registrar,  
IISER Berhampur  
Berhampur, Ganjam District  
Odisha – 760010

Sub: Certificate of Compliance

Tender Reference No: \_\_\_\_\_

Name of Tender: \_\_\_\_\_

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We declare that our company is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that all requirements in this regard are fulfilled and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**DECLARATION OF LOCAL CONTENT**

(To be given on company letter head - For tender value below Rs.10 crores)  
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 crores)

Date : \_\_\_\_\_

To,

The Registrar,  
IISER Berhampur  
Berhampur, Ganjam District  
Odisha – 760010

Sub: Declaration of Local content Tender Reference No: \_\_\_\_\_

Name of Tender : - \_\_\_\_\_

1. Country of Origin of Goods being offered: \_\_\_\_\_

2. We hereby declare that items offered has \_\_\_\_% local content.

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

The bidders cannot claim services such as transportation, insurance, installation, commissioning , training and after sales service support like AMC/CMC etc as local value addition.

“\*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.” Yours faithfully,

(Signature of the Bidder, with Official Seal)

**Price Bid**  
**for Indigenous Supplies, Quotes in INR only**  
**NIT No. IISER Bpr/S&P/2024-25/27 dt. July 10 2024**

Sr. No.	Description of Item & Specification (Specifications as per section IV of NIT)	HSN/S A C Code	Quantity in Units	Unit Price □	Discount %	IGST %	CGST %	SGST%	Total Bid Price □
1	Spectroscopic Ellipsometer		1						
2	<b>Installation and commissioning charges</b>								
	<b>Other Charges</b> Please Specify Details								
<b>Grand Total</b>									

# HSN Code: "Harmonized System of Nomenclature Code No." and SAC Code:" Service Accounting Codes

1.	Delivery mode	Delivery at IISER Berhampur, at site only.
2.	Total Bid price	should be inclusive of all taxes and levies transport, loading, unloading etc.
3.	Validity of bid	Minimum 90 days from the date of submission of quotation/tender.
4.	Delivery Period	
5.	Payment Term	

Note : Prices quoted in other currencies will be summarily rejected.



**Price Bid for Optional items / CMC/AMC**

(for Optional Items - The Institute will decide based on its requirements and may be evaluated separately)

OEM Default warranty as per product catalogue : \_\_\_\_\_

Description	INR
Please quote your most competitive Package Rates for extended warranty after the default OEM warranty:	
1 <sup>st</sup> Year	
2 <sup>nd</sup> Year	
3 <sup>rd</sup> Year	
4 <sup>th</sup> year	
Please quote your most competitive package Rates for Comprehensive Maintenance Contract after the extended warranty of four years:	
1 <sup>st</sup> year	
2 <sup>nd</sup> Year	
3 <sup>rd</sup> Year	
4 <sup>th</sup> year	
5 <sup>th</sup> Year	
Please quote your most competitive package Rates for AMC for a period of : One Year	
Two Years	
Three Years	
<b>Please quote prices of Optional items /equipment if any</b>	
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