

EXPRESSION OF INTEREST

Subject: Purchase of CONFOCAL ULTRA LOW FREQUENCY
SPECTROMETER SYSTEM
IITD/EOI(SP-3389)/2021

IIT Delhi wishes to purchase a Confocal Ultra Low Frequency Spectrometer System for THz calibration with the required specifications below:

S. No	Item	Description
A	Confocal ULF Spectrometer System	
1.	High Throughput Lens Based Spectrometer with High QE CCD and Lasers	<p>High Throughput Spectrometer:</p> <ul style="list-style-type: none"> ➤ High throughput > 60% spectrometer with Focal length > 350 mm and < 800 mm ➤ Spectral resolution: Better than 0.4cm^{-1} ➤ Scan to scan repeatability should be better than 0.05 cm^{-1} or better ➤ Raman Spectral range: $50\text{ cm}^{-1} - 4000\text{ cm}^{-1}$ or better with 633 nm laser and $10\text{ cm}^{-1} - 4000\text{ cm}^{-1}$ for 785 nm lasers with appropriate edge/notch filters ➤ Filters should be swappable for either normal of UL cut-off for 633 nm. ➤ Motorized Grating Stage with choice of three or more gratings - 300 gr/mm, 600 gr/mm or 1200 gr/mm, 1800 gr/mm or 2400 gr/mm ➤ System should provide confocal measurements, with the choice of single mode fibers, with core diameter 10 micron or less. ➤ USB interface <p>CCD:</p> <ul style="list-style-type: none"> ➤ Highly Quantum Efficiency CCD for NIR Spectral Region based on Back- illuminated deep depletion Technique ➤ Thermoelectrically cooled down to - 60 Deg C or lower ➤ Chip with either 2048 by 256 pixels, or 1024 x 127 pixels, with maximum 26 μm pixel size ➤ $\text{QE}_{\text{max}} \sim 95\%$ or more in the ranges accessible depending on the provided laser ➤ USB interface <p>Lasers:</p> <p>System should be able to accommodate at least 4 lasers. All the lasers should be air cooled for maximal confocal performance and TEM₀₀ mode. The laser intensity of all lasers should be controllable to change the intensity from 0 to 100 % in multiple steps. All Lasers should be fiber coupled using - Single mode Polarized maintained fiber.</p> <ul style="list-style-type: none"> ➤ Excitation NIR LASER wavelength should be in $\sim 785\text{ nm}$ (120 mW or more), with appropriate linewidths for obtaining Raman signals at 50 cm^{-1} and beyond on one side of the laser line ➤ Excitation Diode VIS LASER wavelength should be $\sim 633\text{ nm}$ (30mW or more) with appropriate linewidths for obtaining Raman signals at 10 cm^{-1} and beyond on both sides of the laser line ➤ Laser Intensity adjustable from 5% to 100%

		<ul style="list-style-type: none"> ➤ Appropriate Laser Power Meter
2.	Controller	<ul style="list-style-type: none"> ➤ Current generation controller – Flexible and expandable digital controller based on a single Field Programmable Gate Array (FPGA) chip or equivalent performance for performance to collect high quantum of data and fast data transfer. ➤ The controller should enable all modes of operation as listed herein. ➤ Same Controller should be able to integrate 5 spectrometers simultaneously
3	Confocal Microscope	<p>Confocal Microscope platform – branded research grade. The vendor should clearly specify the model and make of the microscope. Microscope should include:</p> <ul style="list-style-type: none"> ➤ At least 6 Objective turrets, ➤ Long Working Distance Objectives –20X with NA 0.25, 50X with NA = 0.55 or higher ➤ LED white-light source for Köhler illumination ➤ Software for Microscope Control ➤ Microscope stage should be able to accommodate at least 100 mm diameter sample size ➤ Microscope Should be able to accommodate at least 40mm height sample size ➤ 90° Microscopy Objective Adapter for measurements inside cuvettes for measurements in cuvettes incl. 10x/0.25NA objective lens ➤ Internal color HD CMOS camera for viewing sample by white light illumination and laser spot simultaneously. ➤ Should be able to perform polarized Raman measurements with appropriate optics and filters for 633nm and 785nm laser ➤ System should perform computer controlled topographic Raman mapping/imaging
4.	Motorized Stages	<ul style="list-style-type: none"> ➤ 50 x 50 mm² travel range in XY ➤ step size: 25 nm or better ➤ Reproducibility better than <0.01% ➤ Z Stage travel Range 30mm or more with step size 10 nm or better ➤ Motion should be software-controllable ➤ Spatial Resolution < 500nm with 633 or 785nm laser ➤ Depth Resolution < 1 micron with 633 or 785nm laser
5.	Automation	<ul style="list-style-type: none"> ➤ Auto-focus and auto-contrast of bright field image ➤ Auto validation and auto calibration: Built-in Neon or Mercury Argon source for intensity correction ➤ Automatic White light imaging saving with data ➤ Automatic alignment of all necessary optical components without any manual intervention in the optical beam path for switching between three or more excitation wavelength
6.	Control and Analysis software and Computer	<ul style="list-style-type: none"> ➤ Branded (HP, Dell, Lenovo) Computer (AIO or Desktop PC) with the following specifications to be included <ul style="list-style-type: none"> ○ Intel current generation with at least 16 GB of DDR4 RAM ○ 500 GB SSD + 1 TB HDD 7200 RPM ○ External 500 GB SSD WITH USB C interface ○ Windows 10 Pro 64 bit OS-pre-installed ○ DVD/RW drive ○ Wireless KB and mouse

		<ul style="list-style-type: none"> ○ 24" (QHD or above resolution) LED monitor (with ergonomic stand AND VESA mounting capabilities, VESA mount to be included) ○ In-Built WI-FI card and LAN (RJ-45) ports ○ HDMI or DP1.2 ports, at least 2 USB-C ports and 6 USB 3.0 ports, at least 2 m long display cable to be included ➤ Software license for 3 additional offline workstations ➤ All software to operate on a single computing system to enable all mode of operation. Required integration of software 3rd party / home built the responsibility of the vendor to allow smooth workflow for all modes of operation. ➤ Licensed Analysis Software should be also quoted which can cover Cluster Analysis, Principal Component Analysis, Graph Demixer, Image overlay, Advanced Fitting tools, Various Filters e.g. Anisotropic, Edge, Sharpen, Fourier etc; Non Negative Matrix Factorization etc ➤ True component Analysis ➤ Data Export to ASCII, SPC, MATLAB, etc. ➤ Multiple Algorithms for background subtraction & curve fitting ➤ Filter Viewer – Fast and unlimited image preview generation of any filters (Peak intensity, width, position) applied to a data set ➤ Spectrum Peak finder ➤ Spectra Export to Raman database for convenient identifications of sample component. ➤ Raman Database (Know-it-ALL Spectroscopy software or software with equivalent capabilities) should be included for spectral identification and analysis
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Services:

1. Complete comprehensive warranty for 3 years (at least 2 years, unlimited hours for Lasers)
2. Installation, operation and training of users for usage of equipment for 3 years

Eligibility criteria:

1. EOIs must be original manufacturer (OEM) or authorized representative for the OEM
2. OEM must have a minimum of INR 10 Cr revenue internationally
3. Successfully established user-base in India and abroad.

Requested material:

1. OEM covering letter detailing their expertise and experience in providing similar equipment in India and abroad.
2. Technical specifications, all relevant datasheets of all parts and subparts therein of the complete system.

Submission of proposal:

OEMs are requested to submit a full technical proposal for the above-mentioned items as a single PDF on NIC portal (E-Procurement). Incomplete proposals maybe summarily rejected by the committee.

Deadline for submitting proposal: **March 04, 2021**

Evaluation procedure: The purchase committee will review the proposals of all the OEMs. Based on the proposal and technical specifications presented to the purchase committee, the OEMs might be called for presentations and/or due purchasing process will be followed.

For queries related to this EOI, you may send an email to amartya@physics.iitd.ac.in

SCHEDULE

Name of Organization	Indian Institute of Technology Delhi
TenderType (Open/Limited/EOI/Auction/Single/Global)	EOI
Tender Category (Services/Goods/works)	Goods & Services
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Goods & Services
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Date of Issue/Publishing	18/02/2021 (16:00 Hrs)
Document Download/Sale Start Date	18/02/2021 (16:00 Hrs)
Document Download/Sale End Date	04/03/2021 (15:00 Hrs)
Last Date and Time for Uploading of Eol	04/03/2021 (15:00 Hrs)
Date and Time of Opening of Eol	05/03/2020 (15:30 Hrs)
Tender Fee	Rs. ___NIL___/- (For Tender Fee) Rs. _____NIL___/- (For EMD)
EMD	(To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C: IITD Revenue Account SBI A/C No. 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	01
Eol Validity days (180/120/90/60/30)	60 days (From last date of opening of tender)
Address for Communication	Dept of Physics, IIT Delhi
Contact No.	+91-11-26591382
Email Address	amartya@physics.iitd.ac.in

Terms & Conditions Details

Sl. No.	Specification
1.	Due date: The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e BoQ_XXXX. The Technical bid and the financial bid should be submitted Online. Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs is not to be included for overall comparison.
3.	EMD (if applicable): The tenderer should submit an EMD amount through RTGS/NEFT. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. Refer to Schedule (at page 1 of this document) for its actual place of submission.
4.	Refund of EMD: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
5.	Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned at "Annexure: Schedule" in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
6.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
7.	Pre-qualification criteria: (i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II) (iii) OEM should be internationally reputed Branded Company. (iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid. (v) In the 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. (vi) 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.
8.	Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at page #1 of the tender document within 21 days from the date of receipt of the purchase order/LC and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
9.	Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or

	<p>other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ul style="list-style-type: none"> ● For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. ● If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
10.	<p>Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p>
11.	<p>Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <ol style="list-style-type: none"> i.Item Nomenclature ii.Order/Contract No. iii.Country of Origin of Goods iv.Supplier's Name and Address v.Consignee details vi.Packing list reference number
12.	<p>Delivery and Documents: Delivery of the goods should be made within a maximum of 10 to 12 weeks (<i>for goods ready for shipment</i>) & Maximum <u>16-18</u> weeks (<i>For special/ to be fabricated goods</i>) from the date of the opening of LC. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity 2. unit price, total amount; 3. Insurance Certificate if applicable; 4. Manufacturer's/Supplier's warranty certificate; 5. Inspection Certificate issued by the nominated inspection agency, if any 6. Supplier's factory inspection report; and 7. Certificate of Origin (if possible by the beneficiary); 8. Two copies of the packing list identifying the contents of each package. 9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
13.	<p>Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.</p>
14.	<p>Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated.</p> <p>The price should be quoted without custom duty and excise duty, since IIT Delhi is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.</p> <p>In case of imports, the price should be quoted on FOB/FCA origin Airport Basis only. Under special circumstances (eg. perishable chemicals), when the item is imported on CIF/CIP, please indicate CIF/CIP charges separately upto IIT Delhi indicating the mode of shipment. IIT Delhi will make necessary arrangements for the clearance of imported goods at the</p>

	<p>Airport/Seaport. Hence the price should not include the above charges. At any circumstances, it is the responsibility of the foreign supplier to handover the material to our forwarder at the origin airport after completing all the inland clearing. No Ex- Works consignment will be entertained.</p> <p>“In case of CIF/CIP shipments, kindly provide the shipment information at least 2 days in advance before landing the shipment along with the documents i.e. invoice, packing list, forwarder Name, address, contact No. in India to save penalty/demurrage charges (imposed by Indian Customs) . Otherwise these charges will be recovered from the supplier/Indian Agent.”</p> <p>Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as ‘Optional’ in the specs is not to be included for overall comparison.</p>
15.	<p>Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.</p> <p>Purchaser: Prof. Amartya Sengupta, PhD, Department of Physics Indian Institute of Technology Hauz Khas, New Delhi - 110016.</p> <p>Supplier: (To be filled in by the supplier) (All supplier’s should submit its supplies information as per Annexure-II).</p> <p>_____</p> <p>_____</p>
16.	<p>Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> 1. Quantity offered for inspection and date; 2. Quantity accepted/rejected by inspecting agency and date; 3. Quantity dispatched/delivered to consignees and date; 4. Quantity where incidental services have been satisfactorily completed with date; 5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date; 6. Date of completion of entire Contract including incidental services, if any; and 7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).
17.	<p>Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> • After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier’s plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer’s test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier’s premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser’s site at the time of submission of order acceptance. • The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser’s site in the presence of supplier’s representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the

	<p>Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.</p> <ul style="list-style-type: none"> • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
18.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> • In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology (IIT) Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. • In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. • The venue of the arbitration shall be the place from where the order is issued.
19.	<p>Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
20.	<p>Right to Use Defective Goods If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
21.	<p>Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
22.	<p>Training The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.</p>
23.	<p>Installation & Demonstration The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the IITD site of installation, otherwise the penalty clause will be the same as per the supply of materials.</p> <p>In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IITD will not be liable to any type of losses in any form.</p>
24.	<p>Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to IIT Delhi.</p>
25.	<p>Incidental services: The incidental services also include:</p> <ul style="list-style-type: none"> • Furnishing of 01 set of detailed operations & maintenance manual. • Arranging the shifting/moving of the item to their location of final installation within IITD premises at the cost of Supplier through their Indian representatives.
26.	<p>Warranty:</p> <p>(i) Warranty period shall be (as stated at page #2 of this tender) from date of installation of Goods at the IITD site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier</p>

	<p>shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</p> <p>(ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p> <p>(iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.</p> <p>(iv) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to next two years should be started. The AMC/CMC charges will not be included in computing the total cost of the equipment.</p>
27.	<p>Governing Language The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</p>
28.	<p>Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>
29.	<p>Notices</p> <ul style="list-style-type: none"> • Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address. • A notice shall be effective when delivered or on the notice's effective date, whichever is later.
30.	<p>Taxes Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST etc, in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.</p> <p>For research purpose(s) ONLY, 5% GST will be applicable with concessional GST Certificate.</p>
31.	<p>Duties IIT Delhi is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.</p> <p>a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists) b) Forwarder details i.e. Name, Contact No., etc.</p> <p>IIT Delhi is partially exempted from paying GST and necessary GST Exemption Certificate will be provided for which following information are required.</p> <p>b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable c) Supply Order Copy d) Proforma-Invoice Copy.</p>
32.	<p>Agency Commission: Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender</p>

	even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.
33.	<p>Payment:</p> <p>(i) For imported items Payment will be made through irrevocable Letter of Credit (LC) Cash Against Documents (CAD)/Against delivery/after satisfactory installation by T.T. Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions.</p> <p>(ii) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IITD in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.</p> <p>(iii) Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.</p> <p>(iv) All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.</p>
34.	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III)
35.	<p>Manuals and Drawings</p> <p>(i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>(ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</p> <p>(iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.</p>
36.	Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-III)
37.	<p>Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.</p> <p>The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.</p>
38.	<p>Spare Parts</p> <p>The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>ii. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>iii. In the event of termination of production of the spare parts:</p> <p>iv. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>v. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.</p>

	Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
39.	Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT Delhi may consider "Banning" the supplier.
40.	<p>Termination for Default</p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or ii If the Supplier fails to perform any other obligation(s) under the Contract. iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> ● For the purpose of this Clause: <ol style="list-style-type: none"> i “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. ii “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;” ● In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
41.	Shifting: After 1-2 years once our new Academic Block will be ready, the supplier has to shift and reinstall the instrument free of cost (if required).
42.	Downtime: During the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
43.	Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier’s cost.
44.	Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.
45.	Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)