# INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

Dated:16/01/2015

#### Open Tender Notice No. IITD/NRF-EE-P(SP-132)/2015

Indian Institute of Technology Delhi is in the process of purchasing following item(s) as per details as given as under.

Details of the item	Thermal Evaporator for evaporation of metals
Earnest Money Deposit to be submitted	NIL

Tender Documents may be downloaded from Central Public Procurement Portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission '.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> as per the schedule given in the next page.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

### **Schedule**

Name of Organization	Indian Institute of Technology Delhi	
Tender Type (Open/Limited/EOI/Auction/Single)	Open	
Tender Category (Services/Goods/works)	Goods	
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Supply	
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others	
Is Multi Currency Allowed	YES	
Date of Issue/Publishing	16/01/2015 (17:30 Hrs)	
Document Download/Sale Start Date	16/01/2015 (17:30 Hrs)	
Document Download/Sale End Date	14/02/2015 (17:30 Hrs)	
Date for Pre-Bid Conference	30/01/2015 (14:30 Hrs)	
Venue of Pre-Bid Conference	II Block, Room No. – 236, Electrical Engg. Department, IIT Delhi	
Last Date and Time for Uploading of Bids	14/02/2015 (17:30 Hrs)	
Date and Time of Opening of Technical Bids	26/02/2015 (10:00 Hrs)	
Tender Fee	NIL	
EMD	NIL	
No. of Covers (1/2/3/4)	02	
Bid Validity days (180/120/90/60/30)	120 days	
Address for Communication	Dr. Bhaskar Mitra, II Block, Room No. – 236, Electrical Engg. Department, IIT Delhi	
Contact No.	26596074	
Fax No.	2658-1606	
Email Address	bmitra@iitd.ac.in	

Chairman Purchase Committee (Buyer Member)

#### **Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app)</u>. 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:

http://eprocure.gov.in/eprocure/app

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the

bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

#### **General Instructions to the Bidders**

- 1) The tenders will be received online through portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app . Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

#### NRF, Electrical Engg. Department Indian Institute of Technology HauzKhas, New Delhi-110 016

#### **NOTICE INVITING QUOTATIONS**

Dated: 16/01/2015

Subject: Purchase of Thermal Evaporator for evaporation of metals

#### **Invitation for Tender Offers**

Indian Institute of Technology Delhi invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **supply, installation & integration of Thermal Evaporator for evaporation of metals** with comprehensive onsite, 2 year standard warranty with parts (additional 1 year warranty without spare parts should also be quoted separately) from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>

#### **TECHNICAL SPECIFICATION:**

S.	Feature	Specification		
No.	C1	1. The equipment is to be used for vectors average of metals on to a substrate		
1				
2	General Description Chamber	1. The equipment is to be used for vacuum evaporation of metals on to a substrate  2. The evaporation is to be done in a high vacuum contamination free chamber  Dual all metal SS304 cylindrical stainless steel chambers with minimum ID 14" and height 20" connected to a common vacuum pumping system and equipped with individual gate valves.  Ultimate pressure: ~10 <sup>-7</sup> mbar or below.  System should be leak tested with helium leak detector till 10 <sup>-8</sup> mTorr lt/sec.  The chamber walls must be equipped with a water-cooling system.  The chambers must be equipped (individually) with a hydraulic lift system.  The chambers must be equipped with two additional 2.75" CF ports and two 4" CF ports with glass windows (and shutter) at 90 degrees, and one 6"CF port at the top blanked off.  Three pairs of 500 Amp electric feedthroughs with water cooling should be provided for each chamber. System should be able to accommodate boats or wire filaments. The evaporation sources should be provided with electro pneumatically controlled shutters.  Each chamber must be equipped with electropneumatic vent valve, roughing valve in the roughing line, and a gate valve in the connection to the turbo pump. The valving system should be equipped with an interlock system.  Two additional 1" ports must be provided in the baseplate of each chamber.  One Thermocouple and penning gauge range (atm. – 10 <sup>-9</sup> Torr) for each chamber and		
		one thermocouple gauge in backing line and each roughing line with readout and display electronics.		
		Minimum 450 L/s oil free Turbo Molecular pump with air cooling and dry scroll pump		

		(common roughing pump for chambers) 20 m³/hr or better of reputed make like Pfiffer, Edwards, LeyBold or Agilent/Varian and a 10 m³/hr or better dry scroll pump for backing the turbomolecular pump.  All the associated electronics should be housed in a 19" rack placed next to the vacuum system.
3	Thermal deposition assembly	Three 400 Amp 20 V current sources (variac, water cooled cables and transformer) with current readout.  Manually operated switchover system to switch current sources from one chamber to the other.
4	Thickness Monitor	Quartz Crystal based thickness monitor system with display of film thickness and deposition rate. Thickness Resolution of 1A, with minimum measurement interval 0.2s. Four relay outputs for control. Can be interfaced with an external computer for control and data logging. Labview Compatible or included software.
5	Sample assembly	Chamber 1: Removable sample holder of size min. 5" dia.  Substrate holder with heating till 300 C and rotation capabilities in the range 0-60 RPM continuous drive.  Chamber 2: MDC or equivalent standard make GLAD assembly for ~2" diameter or better equipped with automated geared step motors, enabling simultaneous control of the tilt and azimuthal angle of the substrate with respect to vapor source.  Capability of tilt rotation +/- 90° and azimuthal rotation of 360°. Wafer rotation system with rpm in the range 0.02 to 50.0 rpm and direction control.
6	Vent	Should be equipped with Nitrogen Vent valve system for each chamber.
7	Utility services	Please specify

Sl. No.	List of optional items
1.	Please quote additionally for optional Liquid Nitrogen cooled assembly for chamber 2.
2.	additional 1 year warranty without spare parts

A complete set of tender documents\* may be Download by prospective bidder free of cost from the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) by demand draft in favour of Registrar, IIT Delhi payable at New Delhi.

#### **Terms & Conditions Details**

Sl. No.	Specification			
1.	Due date: The tender has to be submitted before the due date. The offers received after the due date			
	and time will not be considered.			
2.	<b>Preparation of Bids</b> : 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 .PDF format.			
	The Technical bid and the financial bid should be submitted Online.			
3.	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 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. The technical bid will be opened online first and it will be examined by a technical committee which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which technically meets all our 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.

4. **Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.

#### 5. **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.
- (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.
- 6. **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 equal to the **5%** of FOB value 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.
- 7. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  - 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.
- 8. **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.
- 9. **Packing Instructions**: Each package will be marked on three sides with proper paint/indelible ink, the following:
  - 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

#### 10. **Delivery and Documents:**

Delivery of the goods should be made within a maximum of 08 to 16 weeks from the date of placement

of purchase order and 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:

- 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.
- 11. **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.
- 12. **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.

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.

In case of import supply the price should be quoted on FOB 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 Airport/Seaport. Hence the price should not include the above charges.

13. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Dr. Bhaskar Mitra,

II Block, Room No. – 236, Electrical Engg. Department, Indian Institute of Technology Hauz Khas, New Delhi - 110016.

**Supplier:** (To be filled in by the supplier)

(All supplier's should submit its supplies information as per Annexure-II).

- 14. **Progress of Supply**: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
  - 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).
- 15. **Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
  - 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 Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
  - 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.
- 16. **Resolution of Disputes**: The dispute resolution mechanism to be applied pursuant shall be as follows:
  - 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.
- 17. **Applicable Law:** The place of jurisdiction would be New Delhi (Delhi) INDIA.

#### 18. 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.

#### 19. 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.

#### 20. Training

The Supplier is required to provide training on training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

#### 21. 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.

- 22. **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.**
- 23. **Incidental services:** The incidental services also include:
  - 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.
- 24. **Warranty**: 1. Comprehensive onsite, 2 year standard warranty with parts (additional 1 year warranty without spare parts should also be quoted separately) 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 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.**

**Note:** If a different period of warranty has been specified in the 'Technical Specifications' then the period mentioned above shall stand modified to that extent.

2. 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.

#### 25. 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.

#### 26. 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.

#### 27. Notices

- 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.

#### 28. Taxes and Duties

- 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, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
- 29. **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 even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.
- 30. **Payment**: Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in the 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 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.
  - 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 9 of tender terms and conditions.
  - 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.
  - All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.
- 31. **User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.

#### 32. Manuals and Drawings

- 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.
- The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- 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.
- 33. **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.
- 34. **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.

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 preinstallation requirements.

35. **Installation**: The equipment or machinery has to be installed or commissioned by the successful bidder within 30 days from the date of receipt of the item at IITD. 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.

#### 36. Spare Parts

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:

- i. 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
- ii. In the event of termination of production of the spare parts:
- iii. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- iv. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

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.

37. **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.

#### 38. **Termination for Default**

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:

- 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.
- For the purpose of this Clause:
  - 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.		
39.	<b>Shifting</b> : After 3-4 years once our new building is ready, the supplier has to shift and reinstall the		
	instrument free of cost.		
40.	Warranty/Guarantee: 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 tender		
	must be quoted with three (02) years on-site comprehensive warranty/guarantee which 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.		
	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.		
41.	<b>Downtime:</b> 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.		
42.	2. <b>Training of Personnel:</b> 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.		
43.	B. 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.		
44.	<b>Compliancy certificate</b> : This certificate must be provided indicating conformity to the technical		
	specifications.		
45.	Acknowledgement: It is hereby acknowledged that we have gone through all the conditions		
	mentioned above and we agree to abide by them.		

#### **COMPLIANCE SHEET**

#### TECHNICAL SPECIFICATION

S. No.	Feature	Specification	Compliance Y/N
1	General Description	<ol> <li>The equipment is to be used for vacuum evaporation of metals on to a substrate</li> <li>The evaporation is to be done in a high vacuum contamination free chamber</li> </ol>	
2	Chamber  Dual all metal SS304 cylindrical stainless steel chambers with minimum ID 14" and height 20" connected to a common vacuum pumping system and equipped with individual gate valves.  Ultimate pressure: ~10 <sup>-7</sup> mbar or below.  System should be leak tested with helium leak detector till 10 <sup>-8</sup> mTorr lt/sec.  The chamber walls must be equipped with a water-cooling system.  The chambers must be equipped (individually) with a hydraulic lift system.  The chambers must be equipped with two additional 2.75" CF ports and two 4" CF ports with glass windows (and shutter) at 90 degrees, and one 6"CF port at the top blanked off.		
		Three pairs of 500 Amp electric feedthroughs with water cooling should be provided for each chamber. System should be able to accommodate boats or wire filaments. The evaporation sources should be provided with electro pneumatically controlled shutters.	
		Each chamber must be equipped with electropneumatic vent valve, roughing valve in the roughing line, and a gate valve in the connection to the turbo pump. The valving system should be equipped with an interlock system. Two additional 1" ports must be provided in the baseplate of each chamber.	
		One Thermocouple and penning gauge range (atm. $-10^{-9}$ Torr) for each chamber and one thermocouple gauge in backing line and each roughing line with readout and display electronics.	
		Minimum 450 L/s oil free Turbo Molecular pump with air cooling and dry scroll pump (common roughing pump for chambers) 20 m³/hr or better of reputed make like Pfiffer, Edwards, LeyBold or Agilent/Varian and a 10 m³/hr or better dry scroll pump for backing the turbomolecular pump.	
		All the associated electronics should be housed in a 19" rack placed next to the vacuum system.	
3	Thermal deposition assembly	Three 400 Amp 20 V current sources (variac, water cooled cables and transformer) with current readout.  Manually operated switchover system to switch current sources from one chamber to the other.	
4	Thickness Monitor	Quartz Crystal based thickness monitor system with display of film thickness and deposition rate. Thickness Resolution of 1A, with minimum measurement interval 0.2s. Four relay outputs for control. Can be interfaced with an external computer for control and data logging. Labview Compatible	

15

		or included software.		
5	Sample Chamber 1: Removable sample holder of size min. 5" dia.			
	assembly Substrate holder with heating till 300 C and rotation capabilities in the range			
		0-60 RPM continuous drive.		
		Chamber 2: MDC or equivalent standard make GLAD assembly for ~2"		
		diameter or better equipped with automated geared step motors, enabling		
		simultaneous control of the tilt and azimuthal angle of the substrate with		
		respect to vapor source.		
		Capability of tilt rotation +/- 90° and azimuthal rotation of 360°. Wafer		
		rotation system with rpm in the range 0.02 to 50.0 rpm and direction control.		
6	Vent Should be equipped with Nitrogen Vent valve system for each chamber.			
7	Utility	Please specify		
	services			

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

	Signature of Bidder
Name :	
<b>Designation</b> :	
Organization Name :	
Contact No. :	

## << Organization Letter Head >> DECLARATION SHEET

We, hereby certify that all the information and data furr				
our organization with regard to this tender spec	ification are true and complete to the best of our knowledge. I have			
	•			
gone through the specification, conditions and stipulations in details and agree to comply with the requirements				
and intent of specification.				
This is certified that our organization has h	been authorized (Copy attached) by the OEM to participate in			
_	ion meets all the conditions of eligibility criteria laid down in this			
	ion meets an the conditions of engionity effects and down in this			
tender document.				
The prices quoted in the financial bids are subsi	dized due to academic discount given to IIT Delhi.			
1 1				
We, further specifically certify that our	NAME & ADDRESS OF			
•				
organization has not been Black Listed/De	THE Vendor/ Manufacturer / Agent			
Listed or put to any Holiday by any				
Institutional Agency/ Govt. Department/				
Public Sector Undertaking in the last three				
years.				
1 Phone				
2 Fax				
Ziux				
3 E-mail				
5 L-mail				
4 Contact Darson Name				
4 Contact Person Name				
E NA LOS ALS				
5 Mobile Number				
6 TIN Number				
7 PAN Number				
	(Signature of the Tenderer)			
	Name:			
	raine.			
	Cool of the Company			
	Seal of the Company			

#### **Bid Submission**

#### i. Online Bid Submission :

The Online bids (complete in all respect) must be uploaded online in Two Envelops as explained below:-

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Compliance Sheet as per Annexure – I	.PDF
2.		Organization Declaration Sheet as per Annexure - II	.PDF
3.		Brouchers	.PDF
4.		List of similar equipment supplied in different govt. institutions.	.PDF
		Envelope – 2	
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

# <Department/Centre Name> Indian Institute of Technology Delhi Hauz Khas, New Delhi-110016

Date :XX/XX/XXXX

## **Subject :Purchase of <Item>**

S. No.	Currency	Description of Item &	Qty.	Unit	Agency	Discount	Ex-works	Packing +	FOB	Insurance	CIF Price
		Specification	in	Price	Commission		price	Handling	Price	+ Frieght	(f+g)
			Units				(d=a+b-c)	+ DOC +	(f=d+e)	(g)	
				(a)	(b)	(c)		Inland			
								Frieght			
								(e)			
1											

For indigenous items please quote as per following format.

S. No.	Description of Item &	Qty. in Units	Unit Price in	Excise Duty %	CST/VAT%	Octroi %	Total Price in
	Specification		Rs.				Rs.
1.							
2.							