## **Notice Inviting Quotation (E-Procurement mode)**

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

#### Dated: 06/08/2015

#### OPEN TENDER: IITD/CRDT(SP-225)/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	Microplate Reader
Earnest Money Deposit to be submitted	NIL
Warranty	3 Years
Performance security	5% of FOB value

Tender Documents may be downloaded from Central Public Procurement Portal <u>http://eprocure.gov.in/eprocure/app</u>.Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <u>http://eprocure.gov.in/eprocure/app</u>. 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 <u>http://eprocure.gov.in/eprocure/app</u> 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)	BUY
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	OTHERS
Source of Fund (Institute/Project)	Project Code: RP03011
Is Multi Currency Allowed	YES
Date of Issue/Publishing	06/08/2015 (16:00Hrs)
Document Download/Sale Start Date	06/08/2015 (16:00Hrs)
Document Download/Sale End Date	27/08/2015 (16:00Hrs)
Date for Pre-Bid Conference	NA
Venue of Pre-Bid Conference	NA
Last Date and Time for Uploading of Bids	27/08/2015 (16:00Hrs)
Date and Time of Opening of Technical Bids	31/08/2015 (15:00Hrs)
Tender Fee	NA
EMD	
	NIL
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	120 days (From last date of opening of tender)
Address for Communication	Dr. Satyawati Sharma Professor, Centre for Rural Development & Technology Indian Institute of Technology Delhi Hauz Khas, New Delhi-110016
Contact No.	011-26591116
Fax No.	011-26591121
Email Address	satyawatis@hotmail.com

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:<u>http://eprocure.gov.in/eprocure/app</u>) 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

- 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 "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 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 <u>http://eprocure.gov.in/eprocure/app</u>. 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/etoken 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.

#### **Centre for Rural Development and Technology**

## Indian Institute of Technology Hauz Khas, New Delhi-110 016

#### **NOTICE INVITING QUOTATIONS**

Dated: 06/08/2015

#### Subject: Purchase of Microplate Reader

#### **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 Microplate Reader with 3 years of onsite comprehensive warranty from the date of receipt of the material as per terms & conditions specified tender document, which available on CPP Portal in the is http://eprocure.gov.in/eprocure/app

#### **TECHNICAL SPECIFICATION:**

Sl.	Technical Specifications
No.	
1.	MicroPlate Type – 6, 12, 24, 48, 96, 384 & Cuvettes reading also.
2.	Able to read samples from approx. 200 – 1000nm wavelength range.
3.	Should be a monochromator based system.
4.	Light source – It should have a Xenon flash lamp.
5.	Reading speed: 96 well microplate in 10 sec or above
6.	Wavelength repeatability $-\pm 0.2$ nm
7.	Wavelength accuracy $-\pm 2nm$
8.	It must be able to do end point, kinetics, spectral analysis and well area scanning.
9.	Reader must be controlled through software via PC.
10.	PC Controlled Software for data reduction and analysis
11.	Temperature Control: Ambient +4degree C to 65 degree and above.

Sl. No.	List of optional items
1.	Must be compatible with low volume 2µl plate.
2.	Suitable computer .& B/W laser printer

A complete set of tender documents\* may be Download by prospective bidder free of cost from the website <u>http://eprocure.gov.in/eprocure/app</u>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) online through RTGS/NEFT only.

Sl.No.	Specification
1.	<b>Due date</b> : 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 PDF format
	The Technical bid and the financial bid should be submitted Online.
3.	<b>Opening of the tender</b> : 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 (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.
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. (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.
6.	<b>Performance Security</b> : The supplier shall require to submit the performance security in the form
0.	of irrevocable bank guarantee issued by any Indian Nationalized/Scheduled Bank for an amount
	which is stated at page #2 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.
7.	<b>Force Majeure:</b> 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.	<b>Risk Purchase Clause</b> : 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.	<ul> <li>Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink,</li> </ul>
9.	the following:
	i. Item Nomenclature
	ii. Order/Contract No.
	iii. Country of Origin of Goods
	iv. Supplier's Name and Address
	v. Consignee details
10	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.	<b>Delayed delivery:</b> If the delivery is not made within the due date for any reason, the Committee
11.	will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
12.	<ul> <li>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</li> </ul>
	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 imports, 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. Satyawati Sharma,
	Professor
	Centre for Rural Development & Technology
	Indian Institute of Technology
	Hauz Khas, New Delhi - 110016.
	<b>Supplier:</b> (To be filled in by the supplier)
	(All supplier's should submit its supplies information as per Annexure-II).
14.	<b>Progress of Supply</b> : 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
15	required may also be specified).
15.	<b>Inspection and Tests:</b> 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 Durchaser at its antion after the acquimment is installed at purchaser's site in the
	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
16	shall also be the responsibility and at the cost of the Supplier.
16.	<b>Resolution of Disputes</b> : 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

	<ul> <li>any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; 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.</li> <li>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</li> </ul>
	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.	<b>Right to Use Defective Goods</b> 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.	<b>Supplier Integrity</b> 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.	<b>Training</b> 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.
21.	<ul><li>Installation &amp; Demonstration</li><li>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.</li><li>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</li></ul>
	company as per his convenience. IITD will not be liable to any type of losses in any form.
22.	<b>Insurance:</b> 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:
	<ul><li>(i) Warranty period shall be 36 months 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</li></ul>

	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
	(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 patified fails to remade the defects within 02 days, the purchaser may
	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.
	(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.
	(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.
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
	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.	Duties
2).	IIT Delhi is exempted from paying custom duty under notification No.51/96 (partially orfull) 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:
1	, The second sec
	a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
	<ul><li>a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)</li><li>b) Forwarder details i.e. Name, Contact No., etc.</li></ul>

	b) Quotation with datails of Pasia Price Pate Tay & Amount on which FD is applicable
	b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable
	c) Supply Order Copy
	d) Proforma-Invoice Copy.
30.	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.
31.	Payment:
	(i) For imported items Payment will be made through irrevocable Letter of Credit (LC). 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
	<ul><li>terms and conditions.</li><li>(ii) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery,</li></ul>
	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.
	<ul> <li>(iii) Indian Agency commission (IAC), if any shall be paid after satisfactory installation &amp; commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&amp;D registration for restricted items.</li> <li>(iv) All the bank charges within India will be borne by the Institute and outside India will be</li> </ul>
	borne by the Supplier.
32.	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)
33.	Manuals and Drawings
	<ul> <li>(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.</li> <li>(ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</li> <li>(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</li> </ul>
	Purchaser.
36.	<b>Application Specialist</b> : 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.	<b>Site Preparation</b> : 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
	pre-installation requirements.
38.	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:
	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
	iii. In the event of termination of production of the spare parts:
	<ul> <li>iv. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> </ul>
	1 1 7
	v. 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.
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.	Termination for Default
40.	
	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.
41.	Shifting: After 1-2 years once our new Academic Block will be ready, the supplier has to shift
71.	and reinstall the instrument free of cost (if required).

42.	<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.
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)

## **COMPLIANCE SHEET**

#### TECHNICAL SPECIFICATION

Sl.	Technical Specifications	Compliance
No.		Y/N
1.	MicroPlate Type – 6, 12, 24, 48, 96, 384 & Cuvettes reading also.	
2.	Able to read samples from approx. 200 – 1000nm wavelength range.	
3.	Should be a monochromator based system.	
4.	Light source – It should have a Xenon flash lamp.	
5.	Reading speed: 96 well microplate in 10 sec or above	
6.	Wavelength repeatability $-\pm 0.2$ nm	
7.	Wavelength accuracy $-\pm 2nm$	
8.	It must be able to do end point, kinetics, spectral analysis and well area scanning.	
9.	Reader must be controlled through software via PC.	
10.	PC Controlled Software for data reduction and analysis	
11.	Temperature Control: Ambient +4degree C to 65 degree and above.	

Sl.	List of optional items	Compliance
No.		Y/N
1.	Must be compatible with low volume 2µl plate.	
2.	Suitable computer .& B/W laser printer	

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

	Signature of Bidder
Name:	
Designation:	
Organization Name:	
Contact No. :	

#### << Organization Letter Head >> DECLARATION SHEET

We, \_\_\_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to this tender specification 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 been authorized (Copy attached) by the OEM to participate in Tender.We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Delhi.

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	
3 E-mail	
-	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender	
Fees)	
8UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
9 UTR No. (For EMD)	

#### (Signature of the Tenderer)

Name:

Seal of the Company

## List of Govt. Organization/Deptt.

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)							
Name of the organization	Name of Contact Person	Contact No.					
-							

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.								
Name of the organizationName of Contact PersonContact								

Signature of Bidder

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Contact No. : \_\_\_\_\_

## **Bid Submission**

## **Online Bid Submission :**

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

Sl. No.	Sl. No. Documents Content								
1.	Technical Bid	Compliance Sheet as per Annexure - I	.PDF						
2.		Organization Declaration Sheet as per Annexure - II	.PDF						
3.		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact number(s). (Annexure-III)	.PDF						
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)	.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.							