

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

**Dated: 17/02/2014**

**Open Tender Notice No.**

PFC (Purchase finalization Committee), Indian Institute of Technology Delhi, HauzKhas, New Delhi-110016 on behalf of Director invites online **Item Rate Quotation** from the specialized agencies/ Contractors Registered in appropriate class and category with CPWD, MES, BSNL, and Railways dealing with Electrical installation work of the following work in two parts (Part-A Technical cum Commercial Bid, Part- B Price/ Financial Bid).

<b>Scope of Work</b>	Construction of Biological clean room/ Bio safety Level 2 (BSL2) facility and associated labs on basis of CTP facility and ISO 7>
<b>Earnest Money Deposit to be submitted</b>	<b>NIL</b>

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

Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given below:

(Note: Go to advanced search option and choose organization name as Indian Institute of Technologies and department name as \_\_\_\_\_ and click to submit button)

## Schedule

Tender Reference No.	
Name of Organization	Indian Institute of Technology
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Works
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Works
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Civil works/Electrical works
Re-bid submission allowed (Yes/No)	No
Is Offline Submission Allowed (Yes/No)	No
General Technical Evaluation Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	17/02/2014 (15:00 Hrs)
Document Download/Sale Start Date	17/02/2014 (17:00 Hrs)
Document Download/Sale End Date	27/02/2014 (17:00 Hrs)
Clarification Start Date	20/02/2014 (9:00 Hrs)
Clarification End Date	20/02/2014 (17:00 Hrs)
Date for Pre-Bid Conference	-
Venue of Pre-Bid Conference	-
Last Date and Time for Uploading of Bids	27/02/2014 (17:00 Hrs)
Date and Time of Opening of Technical Bids	28/02/2014 (17:00 Hrs)
Tender Fee	-
No. of Covers (1/2/3/4)	-
Bid Validity days (180/120/90/60/30)	180 days

Address for Communication	Dr. Sourabh Ghosh, Associate Prof, TX 110 C, Dept. of Textile Technology, Indian Institute of Technology Delhi, New Delhi-110016
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**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 ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) 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.

### **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.

- 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.

### **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 <https://eprocure.gov.in/eprocure/app> . 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> .

# **TENDER DOCUMENT**

**< Department of Textile Technology >**  
**Indian Institute of Technology**  
**HauzKhas, New Delhi-110 016**

**NOTICE INVITING QUOTATIONS**

Dated : **17/02/2014**

Tender No: **IITD/TT(SPS-01)/2014**

Subject : **< Construction of Biological clean room/ Bio safety Level 2 (BSL2) facility and associated labs on basis of CTP facility and ISO 7 >**

**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 **< setting up a clean room BSL2 Facility and its associated labs >** with three years on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <https://eprocure.gov.in/eprocure/app>

**TECHNICAL SPECIFICATION:****Clean Room 4:**

<b>Sl. No.</b>	<b>Technical Specifications</b>	<b>Remarks</b>
<b>1</b>	Clean room wall Panel for Class 10000 & Change Room Supply & fixation 100 mm thick panels with PUF coated GI sheets with epoxy coating	55 Sqmt
<b>2</b>	False ceiling: Ceiling panel for clean room Class 10000 & Change Room 50 mm thick, precoated sheets with PUF, TF grade (2 hours fire proof), with absolutely no holes, completely sealed. Height from top (roof): 30 inches	21 Sqmt
<b>3</b>	Flooring shall be clean room compatible and 2 mm thick PVC roll flooring with all joints thermo welded. Flooring shall be scratch proof, joint less and resistant to common lab solvents and chemicals	21 Sqmt
<b>4</b>	Glass partition between room 3 & 4	Left to the door: 5' wide, 9' height . Right to the door: 5' wide, 9' height.
<b>5</b>	Door: Double door, galvanized steel sheet sandwiched with PUF coated sheets with glass panel. EPS insulation between sheets. Durable, chemical resistant and microbial resistant	1 No.
<b>6</b>	HEPA Filters with an Efficiency of 99.97% down to 0.3 Micron particles, capacity 1000CFM each. The tenderer should furnish a test certificate	4 No.s
<b>7</b>	HEPA Diffuser Diffuser plate can be made of stainless steel membrane	3 No.s
<b>8</b>	Flexible ducting: Supply and installation of insulated Flexible ducting for HEPA filters. All ducting should be sealed with silicon sealant. The galvanized steel sheet shall confirm to IS: 277	20 RMT
<b>9</b>	Air Curtain 5 feet Wide: Supply and installation	1 No.
<b>10</b>	Static Pass Box	1 No.



	<ul style="list-style-type: none"> <li>• Wall mounting type</li> <li>• Door interlocking system</li> <li>• Audio visual indication for door operations</li> <li>• Illumination-diffused fluorescent tubes.</li> <li>• Doors with view panels –clear acrylic</li> <li>• Construction: SS 304</li> <li>• Doors: SS 304 with SS hinges.</li> <li>• Base / Platform: SS 304.</li> <li>• Interlocking: Electronic type pre- wired unit with interlocking for doors and alarm circuit)</li> <li>• Supply &amp; fixing</li> </ul>	
11	Dressing room (+5Pa pressure) and Anteroom (Cleanliness: ISO 8; Class 100,000; +10Pa) Garment Cubicle – MS (mild steel) Powder Coated of Size 725 x 725 x 1600 mm	1 No.
12	Fire alarm system (Press button in every room)	1 No.
13	Humidifiers	1 No.
14	<p>Air handling unit (AHU), complete with supply air fan, above false ceiling.</p> <p>Double skin panels should be 25mm thick fabricated out of best quality pre-coated 24 G GI on outer side and 24 G plane Galvanized sheet to inner side with PUF insulation injected in between. Polyurethane foam of density not less than 40 Kg/M3 shall be sandwich between inner and outer sheet. 45 mm thickness PUF section with prefilter of 10 μ, cooling coil section, blower, vibration isolator pads, drain pan, suitable inspection doors, heaters with humidistat and thermostat.</p> <p>AHU should be modular, compact in construction and have lowest operating noise levels.</p> <p>Fan motors shall be 415 +/- 10% voltage, 50 cycles, 3 Phase squirrel cage, totally enclosed fan cooled with IP-55 protection. Motor shall be specially designed for quiet operation.</p> <p>Drive to fan shall be provided through belt-drive arrangement. Belt shall be of the oil-resistant type.</p>	1 No.
15	<p>Supply air will be taken to the various areas by means of aluminium ducting duly insulated and distributed by diffusers.</p> <p>Exhaust/return air to be collected by means of concealed return air raisers, return air diffusers/grills, local exhaust of fume hoods shall be as per specs given separately. Return air ducts are insulated.</p>	<b>As per requirement</b>
16	The air cooled condensing units should have micro processor based panel	
17	<p>Light fixtures following standards of clean room.(Sealed)</p> <p>Supply &amp; installation.</p> <p>LED light with bright appearance.</p>	4 No.s

<b>18</b>	Electrical wiring Supply & installation	<b>As per requirement</b>
<b>19</b>	Display panel showing temperature, RH, cleanliness level, velocity, with auto feedback control which can rectify errors itself.	1 Lot
<b>20</b>	Power back up for AC Supply and installation.	1 No.
<b>21</b>	Tap with sensors (2 years warranty)	1 No.
<b>22</b>	Shutter outside glass window with press button, preferably all windows.	

**Room 1:** Next to the Main entrance

<b>Sl. No.</b>	<b>Technical Specifications</b>	<b>Remarks</b>
<b>1</b>	Biometric lock with password system, scratch free, optical sensor, with user capacity upto 100.	<b>1</b>
<b>2</b>	Glass panel on the front side: Blue glass panel on three sides Dimensions: Front: 138 inches height 125 inches width, Left wall: 138 inches height 149 inches width, Right wall: 78 inches height 64 inches width	<b>3</b>
<b>3</b>	Glass partition between room 1 & 2- Left to the door- 60 inches width, 104 inches height. Right to the door- 65 inches width, 104 inches height	<b>2</b>
<b>4</b>	False ceiling: Height from top (roof): 16.5 inches	<b>As per requirement</b>

**Room 2:**

<b>Sl. No.</b>	<b>Technical Specifications</b>	<b>Remarks</b>
<b>1</b>	Autoclave with enclosed chamber and proper ducting chamber above false ceiling in room 2.	<b>1</b>
<b>2</b>	Glass partition between room 2 & 3- Left to the door- 60 inches width, 104 inches height. Right to the door- 65 inches width, 104 inches height.	<b>2</b>
<b>3</b>	False ceiling: Height from top (roof): 16.5 inches	<b>As per requirement</b>

		<b>nt</b>
<b>4</b>	Epoxy covering on wall	<b>As per requirement</b>
<b>5</b>	Fume hood ducting above false ceiling	<b>1</b>
<b>6</b>	Clean room monitor: The operation status of the equipments installed inside the clean room (2 incubators, refrigerators and freezers) should be monitored through this wall-mounted large screen (more than 21 inches) monitor. The status logs to be sequentially recorded and saved to capture any abnormal condition occurrences.	<b>1</b>

### **Room 3:**

<b>Sl. No.</b>	<b>Technical Specifications</b>	<b>Remarks</b>
<b>1</b>	Epoxy covering on wall.	<b>As per requirement</b>
<b>2</b>	Shutter outside glass window with press button, preferably all windows.	<b>As per requirement</b>
<b>3</b>	Glass partition between room 1 & 2- Left to the door- 60 inches width, 104 inches height. Right to the door- 60 inches width, 104 inches height.	<b>2</b>
<b>4</b>	Glass panel for Direct write system with tubes attached to it for CO <sub>2</sub> temperature controller. 36 inches x 36 inches x 24 inches.	<b>1</b>
<b>5</b>	False ceiling Height from top (roof): 16.5 inches	<b>As per requirement</b>
<b>6</b>	PCR hood (Containing bright light illumination system, hepa filter system (rated at 99.9997% efficiency at 0.3μ) or UV (254nm) germicidal lamp with automatic timer.  26 inches W x 23 inches D x 28 inches H.  Warranty minimum 24 months	<b>1</b>

### **Common for all rooms:**

1. Light sealed in panels.

2. Main Fire alarm display/bell
3. Performance tests
  - (a) Wall panel check according to the clean air specifications.
  - (b) HEPA filter leak test.
  - (c) Ducting pre welding and post welding leak test.
  - (d) Room differential pressure test verification.
  - (e) Particle test for cleanliness.
  - (f) Air velocity.
  - (g) Noise test.
  - (h) Fan performance rating and power consumption data with operating points clearly indicated shall be submitted and verified at the time of testing and commissioning of the installation.
  - (i) Cooling/heating capacity of the various Air Handling Unit models shall be computed from the measurements of airflow and dry and wet bulb temperatures of air entering and leaving the coil. Flow measurements shall be by Anemometer and temperature measurements by accurately calibrated mercury in glass thermometers. Computed results shall conform to these specified capacities and quoted ratings. Power consumption shall be computed from measurements of incoming voltage and input current. The AHU shall be tested in accordance with DW 142/AMCA 210.

**Additional points:**

1. We would appreciate if the applicant company also proposes interior designing aspects: light fixtures, shades, fans, design, themes and fixtures etc. with high degree of professionalism.
2. The design, manufacture, inspection testing of AHU shall comply with all currently applicable statutes, regulation, and safety codes in the locality where the AHUs are to be installed. The equipment shall also conform to the latest applicable Indian/International Standards i.e. ARI/CEN Certified. The unit casing construction shall have double skin to allow access without damaging the installation.
3. The false ceiling of three other labs can be any material, preferably metallic in nature that does not produce or collect dust.
4. The Wall Paneling shall be from material that does not produce or collect dust and is easily cleaned. Wall Paneling system should be, in line and sympathy to the ceiling system and shall be GSS precoated/powder coated of 0.6 mm thickness on both side, with 100 mm thick EPS

insulation of 16-18 kgs density. All joints should be sealed with silicon sealant after fitment. The panels shall have in built return air raisers for extracting room air. The quantity of the raiser to be estimated by the contractor, keeping in mind the return air velocities. The paneling system shall provide flush finish on clean room side.

5. All equipments shall be guaranteed for a period of minimum 2 years from the date of installation. The maintenance during 2 years of warranty period shall be carried out by the contractor free of cost comprehensively with consumables as per warrantee clause.

Sl. No.	List of optional items	Remarks
1	CCTV (CCTV system with high end day night cameras with built in zoom lenses, Horizontal adjust angle: 0 to 360° and vertical adjust angle: 0 to 60°.	1

**NOTE:- (Bidder's are advised to use "BoQ1 to quote for Clean Room 4, BoQ2 to quote for Clean Room 1, BoQ3 to quote for Clean Room 2, BoQ4 to quote for Clean Room 3 and BoQ5 to quote for optional items in Price Bid Sheet i.e. BoQ\_XXXX)**

A complete set of tender documents\* may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees by demand draft / bankers Cheque in favour of Registrar, IIT Delhi payable at New Delhi.

1.	Price of Tender Document	Rs.<_Zero__>(Rupees zero only)
2.	EMD Amount	Rs. <Nil>(Rupees Nil only)
3.	Issue of Tender Document.	<17 <sup>th</sup> Feb 2014>
4.	Last date for receipt of queries	<27 <sup>th</sup> Feb 2014>

5.	Date of pre bid meeting <optional>	<__-__>
7	Last Date and Time for receipts of Bids	Upto< 5:00 pm> Hrs. on <27 <sup>th</sup> Feb 2014>
8	Opening of Technical Bid	<5:00 pm > Hrs. on – <28 <sup>th</sup> Feb 2014>
9	Place of Submission & Opening of Bids	<Department of Textile Technology> Indian Institute of Technology, HauzKhas, New Delhi- 110016
10.	Address of Communication	<Department of Textile Technology> <b>Dr. Sourabh Ghosh, Associate Prof.,</b> <b>Dept. of Textile Technology.</b> Indian Institute of Technology, HauzKhas, New Delhi – 110016
11.	Contact Phone Numbers	(+91)-11-<26591440>
12.	Fax Number	(+91)-11- <__>
13.	E-mail Address	<a href="mailto:sghosh08@textile.iitd.ac.in">sghosh08@textile.iitd.ac.in</a> <a href="mailto:ghoshsourabh@yahoo.com">ghoshsourabh@yahoo.com</a>

\*Tender document can be downloaded (from <dt \_\_> to <dt \_\_>) from <https://eprocure.gov.in/eprocure/app>

## Terms & Conditions

Sl.No.	Specification
1.	<b>Due date:</b> 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 i.e BOQ_XXXX. The Technical bid and the financial bid should be submitted Online in 2 Envelope.
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 along with Demand Draft/ Bankers Cheque of EMD (Physically) will be opened as mentioned at “Annexure: Schedule” in presence of bidders representative if available, Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected straight way. 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.	<b>Acceptance/ Rejection of bids:</b> The Committee reserves the right to reject any or all offers without assigning any reason.
5.	<b>Pre-qualification criteria:</b> (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.	<b>EMD:</b> The tenderer should submit an EMD amount by way of Demand Draft/BG/Banker’s Pay Order drawn in favour of “ <b>Registrar, Indian Institute of Technology, Delhi</b> ” and payable at New Delhi from any nationalized bank valid for six months. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be returned without any interest to the unsuccessful bidders immediately after the award of contract.
7.	<b>Refund of EMD:</b> The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
8.	<b>Performance Security:</b> 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 <b>&lt;5% / 10%&gt;</b> of FOB value within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
9.	<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.

	<ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> </ul>
10.	<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.
11.	<p><b>Packing Instructions:</b> Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <ol style="list-style-type: none"> <li>i. Item Nomenclature</li> <li>ii. Order/Contract No.</li> <li>iii. Country of Origin of Goods</li> <li>iv. Supplier's Name and Address</li> <li>v. Consignee details</li> <li>vi. Packing list reference number</li> </ol>
12.	<p><b>Delivery and Documents:</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity</li> <li>2. unit price, total amount;</li> <li>3. Acknowledgment of receipt of goods from the consignee(s) by the transporter;</li> <li>4. Insurance Certificate if applicable;</li> <li>5. Manufacturer's/Supplier's warranty certificate;</li> <li>6. Inspection Certificate issued by the nominated inspection agency, if any</li> <li>7. Supplier's factory inspection report; and</li> <li>8. Certificate of Origin (if possible by the beneficiary);</li> <li>9. Two copies of the packing list identifying the contents of each</li> </ol>



	<p>package.</p> <p>10. 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.</p>
13.	<p><b>Delayed delivery:</b> If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.</p>
14.	<p><b>Prices:</b> Bidder should quote the prices in the given format as BOQ_XXXX in Excel sheet. 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 &amp; duties shall be clearly indicated.</p> <p>The price should be quoted without custom duty and excise duty, since IIT Delhi is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.</p> <p><b>In case of import supply the price should be quoted on FOB Basis only.</b> Under special circumstances (eg. perishable chemicals), when the item is imported on CIF, please indicate CIF 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.</p>
15.	<p><b>Notices:</b> For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.</p> <p><b>Purchaser:</b> &lt;Dr. Sourabh Ghosh, Department of Textile Technology&gt;, Indian Institute of Technology HauzKhas, New Delhi - 110016.</p> <p><b>Supplier:</b> (To be filled in by the supplier)</p> <p>_____</p> <p>_____</p> <p>_____</p>
16.	<p><b>Progress of Supply:</b> Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> <li>1. Quantity offered for inspection and date;</li> <li>2. Quantity accepted/rejected by inspecting agency and date;</li> <li>3. Quantity dispatched/delivered to consignees and date;</li> <li>4. Quantity where incidental services have been satisfactorily completed with date;</li> <li>5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;</li> <li>6. Date of completion of entire Contract including</li> </ol>

	<p>incidental services, if any; and</p> <p>7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).</p>
17.	<p><b>Inspection and Tests:</b> Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>

18.	<p><b>Resolution of Disputes:</b> The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> <li>• 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 &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 <b>Director, Indian Institute of Technology (IIT) Delhi</b> 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 Nations Commission on International Trade Law) Arbitration Rules.</li> <li>• The venue of the arbitration shall be the place from where the order is issued.</li> </ul>
19.	<p><b>Applicable Law:</b>The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
20.	<p><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.</p>

21.	<p><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.</p>
22.	<p><b>Training</b> 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.</p>
23.	<p><b>Installation &amp; Demonstration</b> The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the IITD site of installation, otherwise the penalty clause will be the same as per the supply of materials.</p>
24.	<p><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. <i>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.</i></p>
25.	<p><b>Incidental services:</b> The incidental services also include:</p> <ul style="list-style-type: none"> <li>● Furnishing of 01 set of detailed operations &amp; maintenance manual.</li> <li>● 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.</li> </ul>
26.	<p><b>Warranty:</b> 1. 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 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. <b>The warranty should be comprehensive on site.</b> <b>Note:</b> <u>If a different period of warranty has been specified in the 'Technical Specifications' then the period mentioned above shall stand modified to that extent.</u> 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</p>

	<p>in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
27.	<p><b>Governing Language</b> The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</p>
28.	<p><b>Applicable Law</b> The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>
29.	<p><b>Notices</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• A notice shall be effective when delivered or on the notice's effective date, whichever is later.</li> </ul>
30.	<p><b>Taxes and Duties</b> 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.</p>
31.	<p><b>Agency Commission:</b> 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.</p>
32.	<p><b>Payment:</b> 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.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> </ul>

	<p>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.</p> <ul style="list-style-type: none"> <li>• 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>• All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.</li> </ul>
33.	<b>User list:</b> Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.
34.	<p><b>Manuals and Drawings</b></p> <ul style="list-style-type: none"> <li>• 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>• The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</li> <li>• 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.</li> </ul>
35.	<b>Application Specialist:</b> The Tenderer should mention in the <i>Techno-Commercial bid</i> the availability and <i>names</i> of <i>Application Specialist</i> and <i>Service Engineers</i> in the nearest regional office.
36.	<p><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.</p> <p>The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.</p>
37.	<b>Installation:</b> 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.
38.	<p><b>Spare Parts</b></p> <p>The Supplier may be required to provide any or all of the following materials,</p>

	<p>notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>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</li> <li>ii. In the event of termination of production of the spare parts:</li> <li>iii. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>iv. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.</li> </ol> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.</p>
39.	<p><b>Defective Equipment:</b> 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 &amp; conditions, IIT Delhi may consider "Banning" the supplier.</p>
40.	<p><b>Termination for Default</b></p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> <li>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</li> <li>ii. If the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>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.</li> </ol> <ul style="list-style-type: none"> <li>● For the purpose of this Clause: <ol style="list-style-type: none"> <li>i. "<b>Corrupt practice</b>" 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.</li> <li>ii. "<b>Fraudulent practice</b>" 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</li> </ol> </li> </ul>

	<p>submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”</p> <ul style="list-style-type: none"> <li>● 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.</li> </ul>
41.	<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.
42.	<b>Warranty/Guarantee:</b> 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 (03) 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 be included in computing the total cost of the equipment.
43.	<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.
44.	<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.
45.	<b>Disputes and Jurisdiction:</b> 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.
46.	<b>Compliance certificate:</b> This certificate must be provided indicating conformity to the technical specifications.
47.	<b>Acknowledgement:</b> It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.