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

Dated:06/02/2015

Open Tender Notice No. IITD/BPHY(SP-150)/2015

PFC (Purchase finalization Committee), Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016 on behalf of Director invites online **Item Rate Quotation** from the specialized agencies/ vendors for the following work in two parts (Part-A Technical cum Commercial Bid, Part- B Price/ Financial Bid).

Scope of Work	 Experiment title: Modern interferometry complete instruments Experiment title: Two slit interference with one photon at a time Experiment title: Diode Laser spectroscopy Experiment title: Faraday Rotation 	2 units 2 units 2 units 2 units 2 units
Earnest Money Deposit to be submitted	Rs 1,00,000/- (One Lakh Only)	

Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website http://eprocure.gov.in/eprocure/app. 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 http://eprocure.gov.in/eprocure/app as per the schedule given in the next page.

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

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/Empanelment/ Sell)	Supply
Product Category (Civil Works/Electrical Works/ Fleet Management/ Computer Systems)	Electronic Equipment
Is Multi Currency Allowed	YES
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	06/02/2015 (10:00 Hrs)
Document Download/Sale Start Date	06/02/2015 (10:00 Hrs)
Document Download/Sale End Date	27/02/2015 (17:00 Hrs)
Clarification Start Date	06/02/2015 (10:00 Hrs)
Clarification End Date	13/02/2015 (17:00 Hrs)
Date for Pre-Bid Conference	XX/XX/XXXX (XX:XX Hrs)
Venue of Pre-Bid Conference	N/A
Last Date and Time for Uploading of Bids	27/02/2015 (17:30 Hrs)
Date and Time of Opening of Technical Bids	02/03/2015 (11:00 Hrs)
Tender Fee	Nil
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	90 days
Address for Communication	Prof. G.B.Reddy Deptt. of Physics, IIT Delhi, Huaz Khas, New Delhi -110016
Contact No.	(+91)-11- 2659 1353
Fax No.	(+91)-11- 2659 1114
Email Address	gbreddy@physics.iitd.ernet.in

Chairman Purchase Committee (Buyer Member)

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app)</u>. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://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.
- 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 http://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.

PHYSICS DEPARTMENT INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110 016

NOTICE INVITING QUOTATIONS

Dated: 06th February 2015

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 supplying complete set of the experimental set-ups listed below. These equipments will be used by students for carrying out experiments in 2^{nd} year Engineering Physics Teaching laboratory.

1.	Experiment title: Modern interferometry complete instruments	2 units
1.	Experiment title: Two slit interference with one photon at a time	2 units
2.	Experiment title: Diode Laser spectroscopy	2 units
3.	Experiment title: Faraday Rotation	2 units

The complete specifications of individual experiments are

TECHNICAL SPECIFICATIONS:

S No.	Technical Specifications	Qty.
01	Experiment title: Modern interferometry complete instruments	02
	Complete equipment including instructions manual for carrying out an experiment at Undergraduate level.	
	The student should be able construct Michelson, Sagnac, and Mach-Zehnder Interferometers and generate and Count Interference Fringes manually and electronically. Using these interferometers the students should be able to measure: (a) Thermal Expansion, (b) Magnetostriction, (c) Index of Refraction, (d) the Electro-Optic, (e) Piezo-Electric Effects (f) Observe White-Light Interference, (g) Quantify Optical Coherence and	
2	(h) Measure Thickness Interferometrically with 80-nm Resolution Experiment title: Two slit interference with one photon at a time	02
	A complete equipment including instructions manual for carrying out experiment at Undergraduate level to study the wave particle duality through Young's two-slit measurement. The set-up must include: i. Two slits with complete optics ii. Photon detector and single photon source iii. Amplifier	

	iv. Facility to convert the electrical signals into audio signal	
3	Experiment title: Study Faraday Rotation	02
	A complete equipment including instructions manual for carrying out experiment at	
	undergraduate level to study interaction of light with matter and magnetic field.	
	The set-up must include:	
	i. Light source,	
	ii. the solenoid (magnetic field source),	
	iii. the analyzer Polaroid and	
4	iv. the optical detector.	0.2
4	Experiment title: Diode Laser spectroscopy	02
	A complete equipment including instructions manual for carrying out experiment at	
	undergraduate level to perform the following:	
	where grade to verso personal the rolls wing.	
	i. Doppler-free spectroscopy of rubidium gas (saturated absorption)	
	ii. Michelson interferometer used to calibrate laser sweep	
	iii. Resonant faraday rotation in Rb vapor	
	iv. Lock laser to rubidium hyperfine transition	
	v. Temperature dependence of absorption and dispersion coefficients of Rb vapor	
	vi. Stabilized diode laser characteristics vii. Zeeman splitting in Rb spectrum at two wavelengths	
	vii. Zeeman spitting in Ko spectrum at two wavelengths	
	The set-up must include:	
	The Laser Head, Complete Electronics, and 3 Diode Lasers (tested), Three Photodiode	
	Detectors with preamplifiers, IR Viewing Card, the Absorption Cell Assembly (Rb Cell,	
	Helmholtz Coils, Cell Heater, Rotating Stand), 2 pairs of Safety Goggles, Special Tools, a	
	Black Anodized Aluminum Optical Bread Board, the Optics, for which all mounts and bases are supplied, include Five Mirrors, a High Power Neutral Density Filter, 2 Neutral	
	Density Filter sets with a holder, 0.5 degree Optical Wedge, 1.0 degree Optical Wedge,	
	50/50 Beam Splitter, Fixed Beam Splitter, 2 Rotating Linear Polarizers, and 2 Rotating 1/4-	
	Wave Plates, CCD Camera, TV Monitor	
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A complete set of tender documents* may be Download by prospective bidder free of cost from the website http://eprocure.gov.in/eprocure/app.

Terms & Conditions

SI No	Specification
1.	The bidder must submit technical and financial bids for complete set experiment(s). The in case the
1.	equipment of proprietary nature the manufacturer must attach a proprietary certificate.
	Note: for financial comparison the common charges of will be divided in proportion to the quoted
	prices in the bidder submits quotation for more than one experiment.
2.	Due date : The tender has to be submitted before the due date. The offers received after the due date
۷.	and time will not be considered. Physical copy of EMD must reach before due date and time
3.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and
<i>J</i> .	financial bid. The technical bid should consist of all technical details along with commercial terms
	-
	and conditions. Financial bid should indicate item wise price for the items mentioned in the
	technical bid in the given format .PDF format. The Technical bid and the financial bid should be
	submitted Online in 2 Envelope. The Quotations should be valid for 90 days from the due date.
	The physical copy of EMD with the reference No. and due date, should be addressed to " Prof. G. B.
	Reddy, Department of Physics, Indian Institute of Technology Delhi, Hauz Khas, New Delhi –
	110016" so as to reach on or before the due date.
4.	Delivery of the tender : The tender shall be sent to the above mentioned addressee either by post or
	by courier so as to reach our office before the due date specified in our Schedule. The offer/bid can
	also be dropped in the tender box on or before the due date specified in the schedule. The tender box
	is kept in "Physics Department office"
5.	Opening of the tender: The online bid will be opened by a committee duly constituted for this
	purpose. Online bids (complete in all respect) received will be opened as mentioned at "Annexure:
	Schedule" in presence of bidders representative if available, Only one representative will be allowed
	to participate in the tender opening. The technical bid will be opened online first and it will be
	examined by a technical committee which will decide the suitability as per our specification and
	requirement. The financial offer/bid will be opened only for the offer/bid which technically meets all
	our requirements as per the specification, and will be opened in the presence of the vendor's
	representatives subsequently for further evaluation. The bidders if interested may participate on the
	tender opening Date and Time. The bidder should produce authorization letter from their company
	to participate in the tender opening.
6.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without
	assigning any reason.
7.	Pre-qualification criteria:
	(i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original
	equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.
	(ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.
	(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) Further, if the Indian agent quotes for the above mentioned item on behalf of the foreign
	supplier, then the Indian agent should be enlisted with the Department of Expenditure, Ministry of
	Finance (Government of India). Copy of the supporting documents has to be enclosed with the
	quotation. Further, in the letter it must be clearly stated from the principles that the bidder is an
	authorized agent.
	(vi) If there is any Indian agent associated with the foreign supplier, then an appropriate " <u>Letter of</u>
	Authorization" certificate has to be provided with the quotation.
	(vii) If the above system is a proprietary item then a Proprietary Certificate should be enclosed.
	(11) If the accide system is a proprietary from them a reprietary certificate should be enclosed.

- 8. **EMD**: The tenderer should submit an EMD amount by way of Demand Draft/BG/Banker's Pay Order drawn in favour of "**Registrar**, **Indian Institute of Technology**, **Delhi**" 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.
- 9. **Refund of EMD**: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
- 10. **Performance Security**: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is equal to the **5%** of FOB value within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
- 11. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 12. **Risk Purchase Clause**: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
- 13. **Packing Instructions**: Each package will be marked on three sides with proper paint/indelible ink, the following:
 - i. Item Nomenclature
 - ii. Order/Contract No.
 - iii. Country of Origin of Goods
 - iv. Supplier's Name and Address
 - v. Consignee details
 - vi. Packing list reference number

14. **Delivery and Documents:**

Delivery of the goods should be made within a maximum of 10 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.
- 15. **Delayed delivery:** If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
- 16. **Prices**: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated.

The price should be quoted without custom duty and excise duty, since IIT Delhi is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.

In case of import supply the price should be quoted on FOB Basis only. Under special circumstances (eg. perishable chemicals), when the item is imported on CIF, 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.

Please quote the price of the above item either in USD, GBP or EURO currency.

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

Purchaser: Prof. G.B.Reddy,

Department of Physics,

Indian Institute of Technology Delhi

Hauz Khas, New Delhi - 110016.

Supplier:	(To be filled in by the supplier)

18. **Progress of Supply**:

Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- 1. Quantity offered for inspection and date;
- 2. Quantity accepted/rejected by inspecting agency and date;
- 3. Quantity dispatched/delivered to consignees and date;
- 4. Quantity where incidental services have been satisfactorily completed with date;
- 5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- 6. Date of completion of entire Contract including incidental services, if any; and
- 7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).
- 19. **Resolution of Disputes**: The dispute resolution mechanism to be applied pursuant shall be as follows:
 - In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology (IIT) Delhi and if he is

unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- The venue of the arbitration shall be the place from where the order is issued.
- 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.
- 20. Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.

21. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

22. Installation & Demonstration

The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the IITD site of installation, otherwise the penalty clause will be the same as per the supply of materials.

- 23. **Insurance:** For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. **In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to IIT Delhi.**
- 24. **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.
- 25. **Warranty**: 1. Warranty period shall be **36 months** (**3 years**) from date of installation of Goods at the IITD site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**

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

- 2. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
- 26. **Delivery Schedule**: The tenderer should indicate clearly the time required for delivery of the item. In case there is any deviation in the delivery schedule, liquidated damages clause will be enforced or penalty for the delayed supply period will be levied.

27. 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.

28. 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.

29. 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.

30. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

- 31. **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.
- 32. **Freight & Forwarder:** Our authorized freight forwarder is M/s. Prakash Freight Movers Ltd., C-130, First Floor, Naraina Industrial Area, Phase-I, New Delhi-110028, Ph. 42228222, for shipment of the stores ordered for. Any change in the freight forwarder will be intimated in advance.
- 33. **Payment**: Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in the favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment.
 - For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IITD in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.
 - For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.
 - Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.
 - All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.
- 34. **User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.

35. Manuals and Drawings

• Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate,

- maintain, adjust and repair all parts of the works as stated in the specifications.
- The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
- 36. **Application Specialist**: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.
- 37. **Site Preparation**: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

- 38. **Pre-Installation requirement:** The bidder should mentioned pre-installation requirements for the equipment like ambient temperature, humidity, whether specification, power specifications, etc., when items are provided full performance satisfactions, should be demonstrated.
- 39. **Installation**: The equipment or machinery has to be installed or commissioned by the successful bidder within 30 days from the date of receipt of the item at IITD. In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IITD will not be liable to any type of losses in any form.

40. Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- i. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- ii. In the event of termination of production of the spare parts:
- iii. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- iv. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

41. **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.

42. **Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
- In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- 43. **Warranty/Guarantee**: The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The tender must be quoted with three (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.
- 44. **Downtime:** During the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
- 45. **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.
- 46. Conditional tenders will not be accepted.
- 47. **Compliancy certificate**: This certificate must be provided indicating conformity to the technical specifications.
- 48. **Acknowledgement**: It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

Technical Compliance Sheet

S. No.	Technical Specifications	Compliance Y/N
01	Experiment title: Modern interferometry complete instruments	
	Complete equipment including instructions manual for carrying out an experiment at Undergraduate level.	
	The student should be able construct Michelson, Sagnac, and Mach-Zehnder Interferometers and generate and Count Interference Fringes manually and electronically.	
	Using these interferometers the students should be able to measure: (a) Thermal Expansion,(b) Magnetostriction,	
	(c) Index of Refraction,(d) the Electro-Optic,(e) Piezo-Electric Effects	
	 (f) Observe White-Light Interference, (g) Quantify Optical Coherence and (h) Measure Thickness Interferometrically with 80-nm Resolution 	
2	Experiment title: Two slit interference with one photon at a time	
	A complete equipment including instructions manual for carrying out experiment at Undergraduate level to study the wave particle duality through Young's two-slit measurement. The set-up must include:	
	 i. Two slits with complete optics ii. Photon detector and single photon source iii. Amplifier iv. Facility to convert the electrical signals into audio signal. 	
3	iv. Facility to convert the electrical signals into audio signal Experiment title: Study Faraday Rotation	
3	A complete equipment including instructions manual for carrying out experiment at undergraduate level to study interaction of light with matter and magnetic field.	
	The set-up must include: i. Light source, ii. the solenoid (magnetic field source),	
	iii. the analyzer Polaroid and	
4	iv. the optical detector. Experiment title: Diode Laser spectroscopy	
•	Experiment title. Diode Easer spectroscopy	
	A complete equipment including instructions manual for carrying out experiment at undergraduate level to perform the following:	
	i. Doppler-free spectroscopy of rubidium gas (saturated absorption)ii. Michelson interferometer used to calibrate laser sweepiii. Resonant faraday rotation in Rb vapor	

- iv. Lock laser to rubidium hyperfine transition
- v. Temperature dependence of absorption and dispersion coefficients of Rb vapor
- vi. Stabilized diode laser characteristics
- vii. Zeeman splitting in Rb spectrum at two wavelengths

The set-up must include:

The Laser Head, Complete Electronics, and 3 Diode Lasers (tested), Three Photodiode Detectors with preamplifiers, IR Viewing Card, the Absorption Cell Assembly (Rb Cell, Helmholtz Coils, Cell Heater, Rotating Stand), 2 pairs of Safety Goggles, Special Tools, a Black Anodized Aluminum Optical Bread Board, the Optics, for which all mounts and bases are supplied, include Five Mirrors, a High Power Neutral Density Filter, 2 Neutral Density Filter sets with a holder, 0.5 degree Optical Wedge, 1.0 degree Optical Wedge, 50/50 Beam Splitter, Fixed Beam Splitter, 2 Rotating Linear Polarizers, and 2 Rotating 1/4-Wave Plates, CCD Camera, TV Monitor

Sub.: Compliance Report against supply of complete set of the experimental set-ups

Sl.	Details	Yes /	
No.			
1.	We have gone through the terms & conditions of the tender document		
2.	Tender fees of Rs, Dt. :		
) in favour of Registrar, IIT Delhi is attached		
	(if applicable)		
3.	EMD of Rs through DD in favour of Registrar, IIT Delhi is attached (if		
	applicable)		
4.	Our organization or any of its subsidiaries have not been blacklisted by any Govt. /		
	Autonomous bodies / Universities / Govt. Institutes.		
5.	5. The quoted price is valid for 90 days from the last date of submission		
6.	5. Income Tax Certificate attached		
7.	VAT & TIN number copy attached		
8.	Service Tax & Sales Tax Registration Certificate attached		
9.	The Balance sheet and P&L statement showing a minimum annual turnover of		
	Rs for the past two consecutive fiscal years is attached.		
10.	10. A detailed list showing number of items supplied by our company in last six months to		
	various Government Organizations/ Institutions/ IITs / NITs with their full address,		
	name of the contact person, fax number, mobile number, telephone Nos. and E-mail		
	identity is attached.		

	(Signature of authorized person)
Name:	
	Seal of the company
	Date

Date_____

DECLARATION

1.	1. I, that all the information and data furnished by me with regard to this tender s complete to the best of my knowledge. I have gone through the specification, complete to the best of my knowledge.	_
	in details and agree to comply with the requirements and intent of specification.	
2.	2. I, further certify, that I am the duly authorized representative of the under mention	oned tenderer.
3.	3. I, further certify that my company meets all the conditions of eligibility criteria the tender.	laid down to take part in
4. I, further specifically certify, that my company has not been Black Listed/De Listed or pu Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the layears.		
	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
	Name of proprietor/Director of Company/Firm/Agency	
	Full Address of Office with Telephone No. and FAX	
	E-Mail	
	PAN No. (Attach attested copy)	
	Service Tax & Sales Tax Registration No. (Attach attested copy)	
	Contact Person Name	
	Mobile Number	
	(Signat Name :	ure of authorized person)
		Seal of the company

i. Online Bid Submission :

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

Sl. No.	Sl. No. Documents Content			
1.	Compliance Sheet	Compliance Sheet as Per NIQ	.PDF	
2.	Annexure-I	Annexure-I As per Tender Document	.PDF	
3. Declaration		Scanned copy of Declaration As per Annexure-II	.PDF	
	Envelope – 2			
Sl. No.				
1.	Financial Bid	Price Bid To Be Uploaded in Excel sheet in given format BOQ_XXXX.	.XLS	