

DELHI TECHNOLOGICAL UNIVERSITY

(FORMERLY DELHI COLLEGE OF ENGINEERING)
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
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TENDER ENQUIRY DOCUMENT

FOR
PURCHASE OF Equipment

NOTICE INVITING TENDER

FOR
X-RAY DIFFRACTOMETER SYSTEM

Tender Reference no. . F. DTU/SP/211/08-10/18-19

E-procurement Tender id: 2018_DTU_164895_1

Index

SECTION I - INTRODUCTION & NOTICE INVITING TENDER

SECTION II - PREAMBLE

SECTION III - TENDER ENQUIRY DOCUMENT

SECTION IV - PREPARATION OF TENDERS

SECTION V - SUBMISSION OF TENDERS

SECTION VI - TENDER OPENING

SECTION VII - SCRUTINY AND EVALUATION OF TENDERS

SECTION VIII - PARTICIPATION OF BIDDERS

SECTION IX- AWARD OF CONTRACT

SECTION X - CONDITIONS OF CONTRACT

SECTION XI - GENERAL TERMS AND CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT

SECTION XII - TECHNICAL SPECIFICATION

Annexure:

Annexure-A	:	Contract Form
Annexure-B	:	CAMC Form
Annexure-C(i) &(ii)	:	Price Schedules
Annexure-D	:	Undertaking
Annexure-E	:	Quality Standards
Annexure-F	:	Performances Statement

SECTION I

INTRODUCTION & NOTICE INVITING TENDER

E- Tenders along with illustrated literature/leaflets for the supply/execution of item(s)/stores/work detailed below are invited from the Manufacturers or their Authorized Distributors/Dealer only in two-bids system through 'e' procurement solution only as per the guidelines and terms & conditions given in tender document - details of the NIT along with terms & conditions, specifications etc. can be seen/downloaded at/from the website.

1. The interested tenderers should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids - all duly signed - on the: <https://govtprocurement.delhi.gov.in>. latest by **15.02.2019 at 2:30 P.M.** **An index prepared after pagination of all documents may also be uploaded.** The technical bids will be opened online on **15.02.2019 at 3:00 P.M.** {those bidders only whose original instrument of EMD amount is dropped in Tender Box placed in the office of Officer In-charge (S&P)} in the presence of the bidders who wish to be present and will also be displayed on the website. For participation in the tender through e-procurement solution, the tenderers are required to have digital certificate and get registered with application Service Provider NIC.
2. Tender document is also available for viewing on the website of Delhi Technological University, Delhi at www.dtu.ac.in
3. *The tender document can be downloaded from e-procurement website (<http://govtprocurement.delhi.gov.in>). The bidders, who have downloaded the bid Documents, shall be solely responsible for checking the above website for any clarification / addendum/ amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the bids. **Delhi Technological University** will not issue any separate communication to individual bidder.*
4. Interested eligible bidder may elicit further information in the pre-bid meeting or through emails. However only those queries raised in written form prior to the due date to raise queries will be replied and put at the e-procurement site for all to view.
5. E-Tenders (both Technical bid and Price Bid) will be received at the e-procurement site as per the date & time specified above. **EMD and Notarised document(s)** has to be submitted physically also. (EMD **Rs. 4,25,000/-**)
6. Tenders will be opened in the presence of Department Purchase Committee (DPC) ,Applied Physics, DTU /bidder (who choose to attend, on the specified date and time).
7. At any time prior to the date of submission of tender, DPC may, for any reason, whether on own initiative or in response to a clarification requested by a prospective bidder, may modify the condition in tender documents by an amendment. All the

prospective bidders will get to know through website only of the amendments and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, DPC may at discretion, extend the date and time for submission of bids.

8. Language of the bid shall be English only.
9. Technically qualified bidders may be considered for empanelment for future bidding.

Critical dates are given at: <http://govtprocurement.delhi.gov.in>

SECTION-II

PREAMBLE

1. This tender is for the procurement of “**items**” as detailed in Section-XII .

2. Introduction

2.1 The DTU has issued these Tender Enquiry (TE) documents for purchase of goods and related services as mentioned in Section-XII.

2.2 This section provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the **DPC/CPC** for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 Before formulating the tender and submitting, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Language of Tender

The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the DTU, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4. Eligible Bidders

This invitation for tenders is open to all who fulfill the eligibility criteria given below:

4.1 The bidder should be an Indian or Overseas manufacturer.

4.2 Must have a service unit in India, preferably in Delhi (NCR) to honor guarantee/warranty obligations. An Indian manufacturer may submit his bid directly or through its authorized distributor. An overseas manufacturer has to submit its bid through its Indian subsidiary or Indian Authorized Dealer.

5. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

6. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing including onsite demonstration of the quoted model. The **DTU** will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

SECTION-III TENDER ENQUIRY DOCUMENT

1. Content of Tender Enquiry Documents

The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc. to proceed further.

2. Amendments to TE documents

2.1 At any time prior to the deadline for submission of tenders, the DTU may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

2.2 Such an amendment will be notified in the referred websites only.

2.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the DTU may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

3. Clarification of TE documents

A Bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the DTU in writing on or before the notified date and time and also in the pre-bid meeting. Any representation regarding any amendments in the Tender Document/ Technical Specifications or seeking clarifications from TIA may be submitted within one week of the Pre Bid Meeting.

4. **Financial Rules for e-procurement:** The e-procurement system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs.

SECTION-IV PREPARATION OF TENDERS

1. DOCUMENTS COMPRISING THE TENDER

A) Technical Bid

This comprises of following documents which shall have to be uploaded at the e-procurement site against the tender id of this tender:

- a) Earnest Money Deposit- to be submitted physically (offline in Tender Box) as well as online. In case of NSIC registered firm, a self-attested copy of the certificate indicating the quoted model to be submitted physically (off line in tender box) and online. **(As submitted offline before 24 hrs of bid submission date)**
- b) Undertaking as per Annexure -D (Notarized) - to be submitted physically as well as online. **(As submitted offline before 24 hrs of bid submission date)**
- c) Proof of OEM/Bidder should not have been black listed at any time by the central and the state government of India during last 5 years Notarized under taking in original. **(As submitted offline before 24 hrs. of bid submission date)**
- d) Purchase Order (PO) copies having executed similar items (3 POs of 80% each or 5 POs of

60% each of estimated cost of items) in the name of bidder of last three financial years.

- e) Three Satisfactory performance certificates (from different users) from 3 POs of 80% each or 5 POs of 60% each of estimated cost of items in the name of bidder of last three financial years. The certificate should be on the institute's letter head and should be signed by the Head of the institution along with **Annexure F**.
- f) A copy of PAN and Proof of GST Registration no. and GST/VAT Return copy of fourth quarter for last three financial year date of tender.
- g) Quality Control Requirements as per **Annexure E** (signed by both the manufacturer and the bidder).
- h) Technical compliance statement (clause by clause) for the quoted goods vis-à-vis the Technical specifications given in the tender enquiry (on firm's letter head) along with Brochure/Leaflets/Technical Information, including Make & Model, Imported/Indian of the item(s).
- i) Authorisation Certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote / sell the product, in case the Bidder is not the OEM
- j) The OEM should be registered in India for the past 10 years and should have a minimum Turn Over of 20 Crores in the Last Five Financial Years.
- k) Quoting Bidder should have minimum turnover of Rs. 4 Cr from related filed in each of the last 03 Financial Years Audited P&L account, balance sheet and CA Certification for the same.
- l) Details of Service station/center in India for honoring guarantee/warranty, after sale service and maintenance & repair etc preferably in Delhi.
- m) Technical specifications, terms & conditions and delivery period etc. to be submitted on firm's letter head.
- n) Warranty Certificate from manufacturer or authorized dealer of manufacturer
- o) The bidder has submitted an undertaking in firm letter pad that it has not been blacklisted (Notarised) by any Govt./Instt/autonomous body.
- p) The Bidder/OEM should not be involved in any litigation which threatens solvency of the company. Notarized under taking in original.
- q) Proof of Bidder should have registered office and service center in India.
- r) Bidder should have satisfactory supplied and installed similar work during last 03 Financial Years to any Ministry / Government Department/PSU in India. Satisfactory Supply and Installation Certificate from the Customer/User.
- s) The Bidder should be in existence i.e. should be carrying out business in the same field for the last 05 years. Notarized Certificate of in-corporation / Registered deed duly certified by all operational directors / partners. Notarized under taking in original.
- t) In case an OEM participates through its authorized dealer or dealers, the OEM has to be explicitly certify that it does not sell products directly and participates in tendering process through its authorized dealers only. The OEM is required to submit a list of its authorized dealers to the Registrar, DTU (along with TE documents)

B) Price Bid

Prices are to be quoted in the Price Bid format available online at the e-procurement site, in format given as Annexure-C(i)&(ii)

- a) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and

if, on enquiry, it appears that the persons so signing had no authority to do so, the Delhi Technological University may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- b) A tenderer, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be rejected.
- c) Tender sent by any other means shall be ignored.

2. Tender currencies

- 2.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 2.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 2.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

3. Tender Prices

- 3.1 The Bidder shall indicate on the Price Schedule provided as under Annexure-C(i)&(ii) all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as –NA by the bidder.
- 3.2 If there is more than one schedule in the List of Requirements, the bidder has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 3.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules.
- 3.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
 - 3.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom duty, etc.
 - b) Charges towards Packing & Forwarding, Transportation to the consignee site, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - c) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - d) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule;
 - e) The price of annual CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - f) The bidder should have GST Registration Certificate at the time of bidding and making the supply; payment shall be made on invoices issued with GST

3.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) The amount of freight and insurance;
- c) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;

3.5 Customs Duty:

The custom duty payable on the goods shall be spelled out by the bidder.

The need for indication of all such price components by the bidders, is for the purpose of comparison of the tenders by the DPC/CPC and will no way restrict the DPC/CPC right to award the contract on the selected bidder on any of the terms offered.

4. Indian Agent

4.1 . If a foreign bidder has engaged an agent in India in connection with its tender, the foreign

bidder, in addition to indicating Indian agent 's commission, if any, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and Extended warranty (i.e. for four years) and CAMC period.
- d) A copy of agreement between the Agent & their Principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
- e) Principal/ manufacturer 's original proforma invoice with the price bid.

5. Firm Price

Unless otherwise specified, the prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6. Alternative Tenders

- 6.1 Alternative Tenders are not permitted.
- 6.2 However, the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 6.3 Only one bidder is permitted to quote for the same manufacturer irrespective of models.
- 6.4 Documents Establishing Bidder's Eligibility and Qualifications are given in Section-IV(1)(A)

6.5 Documents establishing good's Conformity to Tender Enquiry Document. This shall be a in a form of clause by clause compliance statement, clearly stating deviation, if any.

7. Earnest Money Deposit (EMD)

7.1 The bidder shall furnish along with its tender, earnest money for amount as shown in TE documents. The earnest money is required to protect the DTU against the risk of the bidder's unwarranted conduct.

7.2 The earnest money Deposit shall be deposited in the form of:

- i) Bank Guarantee
- ii) Fixed Deposit Receipt (FDR)
- iii) Demand Draft (DD)

7.3 The DD/FDR/ Bank Guarantee shall be drawn on any commercial bank in India, in favour of the "Registrar, Delhi Technological University" The EMD shall be in the form of the **DD/BG/Fixed Deposit Receipt only** of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi and the zerox copy thereof is to be scanned and uploaded along with the bid, and the original shall be sent to DTU so as to reach before the date & time of closing of the bids; failing which bid will be rejected. However, firms registered with NSIC etc., are exempted from submitting EMD provided such registration includes the item(s) they are offering are manufactured by them and not for selling products manufactured by other companies.

7.4 The earnest money shall be valid for a period of 365 days from the original closing date of the tender.

7.5 Unsuccessful bidder's earnest money will be returned to them without any interest, after finalization of the tender. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.

7.6 Earnest Money is required to protect the DTU against the risk of the bidder's conduct. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the DTU. The successful bidder's earnest money will be forfeited without prejudice to other rights of DTU if it fails to furnish the required performance security within the specified period.

8. Tender Validity

- 8.1 The tenders shall remain valid for acceptance for a period of 365 days after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 8.2 In exceptional cases, the bidder may be requested by the DTU to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 8.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the DTU, the tender validity shall automatically be extended up to the next working day.

9. Signing and Sealing of Tender

- 9.1 The tender shall be typed and the same shall be signed by the bidder who has been duly authorized to submit the bid.
- 9.2 The bidders shall put its seal on the documents before scanning and uploading at the e-procurement site
- 9.3 The tender shall not contain any erasure or overwriting. The bidder shall see that certificates/documents issued by any other agency have countersignature for every correction made therein.

SECTION-V SUBMISSION OF TENDERS

1. Submission of Bids/tender

1.1 Submission of bids: The bidders who are desirous of participating in 'e'- procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at : <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the :<https://govtprocurement.delhi.gov.in>. in support of their price bids. and The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the Officer In-charge (S&P), DTU along with original EMD before the specified date & time. In the event of the specified date for physical submission of EMD along with copies of bid documents is declared a holiday, the same will be received up to the appointed time on the very next working day. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.

1.2 Payment of Bid Security (Earnest Money Deposit): The EMD shall be in the form of the DD/BG/Fixed Deposit Receipt only of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi and the zerox copy thereof is to be scanned and uploaded along with the bid, and the original shall be sent to DTU so as to reach before the date & time of closing of the bids; failing which bid will be rejected. The Bid Security (EMD) of unsuccessful bidders will be discharged immediately after finalization of the order/contract without any interest. However, firms registered with NSIC etc., are exempted from submitting

EMD provided such registration includes the item(s) they are offering are manufactured by them and not for selling products manufactured by other companies.

1.3 Late Tender:An EMD and required notarized document, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

1.4 Withdrawal of Tender:No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its tender.

SECTION-VI PARTICIPATION OF BIDDERS

1. At the time of opening of bids: Bidders have two options to participate in tendering process at the time of opening of Bids:

1.1 Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.

1.2 Bidders can visualize the process online.

2. Qualification Criteria

Tenders of the bidders, who do not meet the required Qualification Criteria will be treated as non-responsive and will not be considered further.

3. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

3.1 DPC/CPC evaluation of a tender will include and take into account the following:

3.2 In the case of goods manufactured in India or goods of foreign origin already located in India, any taxes and duties etc which will be contractually payable on the goods if a contract is awarded to the bidder.

3.3 The DPC/CPC evaluation of tender will also take into account the additional factors and costs to be incurred till installation and commissioning.

4. Contacting the DPC

4.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the DTU for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

4.2 In case a bidder attempts to influence the DPC/CPC in the DPC/CPC’s decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder.

SECTION-VII SCRUTINY AND EVALUATION OF TENDERS

1. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

2. Technical Evaluation:

2.1 The DPC/CPC will examine the Tenders for responsiveness to the requirements of the tender.

2.2 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

3. Minor Infirmary/Irregularity/Non-Conformity

If during the evaluation, the DPC/CPC found any minor informality and/or irregularity and/or nonconformity in a tender, the DTU may convey its observation on such 'minor' issues to the bidder by e-mail asking the bidder to respond by a specified date, which shall not ordinarily be more than few working days. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be rejected/ ignored.

4. Discrepancies in Prices

4.1 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.

4.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 4.1(Section-VII).

SECTION-IX AWARD OF CONTRACT

1. Tender Opening Committee Right to accept any tender and to reject any or all tenders

The DPC reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

2. Award Criteria

The contract will be awarded to the lowest evaluated responsive bidder decided by the Competent Authority of DTU.

3. Variation of Quantities at the Time of Award/ Currency of Contract

3.1 At the time of awarding the contract, the DTU reserves the right to increase or decrease by up to fifteen (15) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

3.2 If the quantity has not been increased at the time of the awarding the contract, the DTU reserves the right to increase by up to fifteen (15) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit

price and other terms & conditions mentioned in the contract, during the currency of the contract.

4. Notification of Award

Before expiry of the tender validity period, the DTU will notify the successful bidder(s) in writing, by speed post or email that its tender for goods & services, which have been selected by the DPC/CPC, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the DTU, the required performance security within 15 days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.

SECTION-X **CONDITIONS OF CONTRACT**

1. Application

- i. This shall be applicable to the contract awarded through this tender
- ii. Use of contract documents and information
- iii. This shall comprise the contract/agreement signed as per **Annexure A**

2. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the DTU, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the DTU, the DTU shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the DTU.

3. Country of Origin

- i. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- ii. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- iii. The country of origin may be specified in the Price Schedule.

4. Performance Security

The successful tenderer shall furnish performance Security Deposit of the value of 05 % of the basic cost of the item, in the shape of Bank Guarantee/FDR/DD from a nationalized bank pledged to Registrar, DTU, for a period of 60 days beyond the total warranty period to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. In case the performance of the item is not found satisfactory, the amount of Performance Security will be forfeited & credited in university account.

5. The Performance security shall be denominated in Indian Rupees or in the currency of the contract. It shall be in any one of the forms namely FDR/ Bank Guarantee in favour of the Registrar, Delhi Technological University.

6. In the event of any failure /default of the supplier with or without any quantifiable loss to the government, including furnishing of DTU with CAMC security, the amount of the performance security is liable to be forfeited.

7. In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

8. The supplier shall enter into a contract for Comprehensive Annual Maintenance at time of signing of the contract itself. However, the CAMC will commence from the date of expiry of the total Warranty Period.

9. The DTU will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CAMC security in favour of Registrar, Delhi Technological University.

10. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' as per **Annexure-E**.

11. Packing and Marking

11.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

11.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

11.3 Packing instructions: Unless otherwise mentioned, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

12. Inspection, Testing and Quality Control

- 12.1 The DTU may, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The DTU shall inform the supplier in advance, in writing, the programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 12.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the inspector at no charge to the DTU.
- 12.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the DTU official may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the DTU and resubmit the same to the DTU inspector for conducting the inspections and tests again.
- 12.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the DTU Official well ahead of the contractual delivery period, so that the DTU Official able to complete the inspection within the contractual delivery period.
- 12.5 If the supplier tenders the goods to the DTU Official inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the DTU under the terms & conditions of the contract.
- 12.6 The DTU/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by DTU Official during pre-dispatch inspection mentioned above.
- 12.7 Goods accepted by the DTU/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute DTU/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

13. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. If this is not specified, the delivery period shall be 60 days for Indian goods and 90 days for imported goods from the date of issue of supply order. Please note that the time shall be the essence of the contract.

14. Transportation of Goods

Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard, the supplier will arrange transportation of the ordered goods as per its own procedure.

15. Insurance

In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire contracted stores arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier.

16. Consumables

- 16.1 The bidder shall provide a list of consumables if specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier required to be used in the ordinary course of usage of the machine along with current rates inclusive of all taxes. This list shall be of items which are not covered under warranty and shall be taken into account in calculation of L1 for stated use during next 5 years with 8% escalation cost every year in the price of consult.
- 16.2 The tender inviting authority shall state in the tender the average usage details of the machine and the bidder shall have to state the consumable usage for that.
- 16.3 Immediately following such discontinuation, providing the DTU/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the DTU/Consignee.
- 16.4 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

17. Incidental services

The supplier shall be required to perform the following services:

- i) Installation & commissioning under its supervision and demonstration of the working of the goods supplied.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Staff/operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods.

18. WARRANTY: The quoted XRD system must be supplied with minimum 5 years extended warranty including all spares, X-Tube and detector. These 5 years warranty includes the initial one year warranty with the machine, implying one plus four years extended warranty). Vendors has to confirm **Duty Prepaid Mode** of delivery of replacement parts to DTU. There should be no financial impact on DTU during the warranty period. After the Five years extended warranty, additional 5 years Comprehensive Maintenance Charges (CMC) is to be stated by the vendor. CMC charges will be included in computing the total cost of the equipment. It may be noted that the CMC charges shall be considered along with the cost of equipment for the financial evaluation of the bids.

18.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the DTU in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

18.2 The warranty shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of accessories and it will also cover the following wherever applicable: -(List of spare part)
 1. _____
 2. _____ 3. Etc.

18.3 In case of any claim arising out of this warranty, the DTU/Consignee shall promptly notify the same in writing to the supplier.

- a. Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action 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 after providing their replacements and no claim, whatsoever shall lie on the DTU for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- b. In the event of any delay in rectification of a defect or replacement of any defective goods, when the equipment has remained nonfunctional during the warranty period, the warranty of the equipment shall stand extended by number of days the equipment has remained nonfunctional from the date such rectified / replaced goods starts functioning to the satisfaction of the DTU.
- c. If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the DTU may proceed to take such remedial action(s) as deemed fit by the TIA, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the DTU may have against the supplier.
- d. During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- e. The DTU reserve the rights to enter into Comprehensive Annual Maintenance Contract with the Supplier for the period as mentioned in Terms & Conditions, after the completion of warranty period.
- f. The manufacturer/supplier along with its Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the DTU for 10 years from the date of installation and handing over.
- g. The Supplier along with its Indian Agent and the CAMC Provider shall always accord most favored client status to the DTU vis-à-vis its other Clients of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the DTU/Consignee.

19. Deleted

20 . Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the DTU prior written permission.

21. Sub Contracts

21.1 The Supplier shall notify the DTU in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

21.2 Sub contract shall be only for bought out items and sub-assemblies.

21.3 Sub contracts shall not be made with a party who has been convicted / or a criminal case filed against it or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters.

22. Modification of contract

22.1 If necessary, the DTU may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the DTU
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the DTU depending

on the merits of the case.

22.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the DTU/Consignee, the supplier shall convey its views to the DTU/Consignee within twenty-one days from the date of the supplier's receipt of the DTU/Consignee amendment / modification of the contract.

23. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

24. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the DTU/Consignee.

25. Terms and Mode of Payment

25.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Indigenous Goods.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- (i) The payment will be made within 30 days after the successful demonstration/installation of the equipment and fulfilling of other obligations (like training etc., if any) as per the purchase/work order, against a Bill/Invoice; containing therein details of goods delivered/services performed. Rejected items/goods should also be removed within 30 days after which no responsibility will be accepted by University.
- (ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iv) Inspection certificate issued by the nominated Inspection committee (DTU)

B) Payment for Imported Goods: Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Ninety (90)% of the net CIP price of the goods shipped shall be paid through irrevocable, nontransferable Letter of Credit (LC) opened in favor of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier 's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/ Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the dispatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch.

b) On Acceptance:

Balance payment of 10% of net CIP price of goods would be made against "Final Acceptance Certificate" to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

e) Payment for Annual Comprehensive Maintenance Contract Charges: The DTU will enter into CAMC with the supplier at the rates as stipulated in the contract & Tender terms and conditions. The payment will be made on quarterly, after satisfactory performance during the quarter.(i.e. 25% of annual contract + taxes will be paid after every three months). The 10 % of the annual contract value shall be submitted as Security Deposit in the form of Bank guarantee/FDR of any nationalized bank, valid till 2 Months after expiry of entire CAMC period .

25.2.The supplier shall not claim any interest on payments under the contract.

25.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

25.4 Irrevocable & non - transferable LC shall be opened by the DTU. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the DTU/consignee, the charges thereof shall be borne by the supplier.

25.5 The payment shall be made in the currency / currencies authorised in the contract.

25.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

25.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

25.8 While claiming reimbursement of duties, taxes etc. from the DTU, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the DTU forthwith.

25.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

“I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the DTU or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

26. Delivery

26.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the DTU/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

26.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

26.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the DTU/Consignee in writing about the same and its likely duration and make a request to the DTU/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the DTU/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

26.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The DTU/Consignee shall recover from the supplier, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of any tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the DTU/Consignee shall be entitled to the benefit of any retrospective decrease in price on account of reduction in or remission of any duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

26. 5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the DTU/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the DTU.

26.6 Passing of Property:

1. The property in the goods shall not pass to the DTU unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

2. Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

3. Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the DTU.

27. Liquidated damages

The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed supply. If the supply is delayed beyond the extended period, the University reserves the right even to cancel the order and forfeit the EMD of the firm/ tenderer.

28. Termination for default

1. The DTU/Consignee, without prejudice to any other contractual rights and remedies available to it (the DTU/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the DTU/Consignee.

2. In the event of the DTU/Consignee terminates the contract in whole or in part, the DTU/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the DTU/Consignee for the extra expenditure, if any, incurred by the DTU/Consignee for arranging such procurement.

3. Unless otherwise instructed by the DTU/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

29. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the DTU reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice

or affect the rights and remedies which have accrued and / or will accrue thereafter to the DTU/Consignee.

30. Force Majeure

Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.

31. Termination for convenience

If the Contractor / Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, DTU may without prejudice to the right of the purchaser recover damages for breach of the contract.

32. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

33. Notices

1. Notice, if any, relating to the contract given by one party to the other, shall be sent by email. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract/undertaking.

2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

34. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the DTU shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the DTU, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the DTU, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

35. Default: - In the event of default and unsatisfactory service of the contractor/Supplier firm, the DTU will be at liberty to repair/get the item serviced from other party at the cost of supplier/ contractor/ tenderer

36. General/ Miscellaneous Clauses

- 1 In the event of the item(s) being imported product(s), Custom Duty Exemption Certificate (CDEC) will be issued by the University on the written request of the supplier; who, in turn, will furnish copies of relevant Customs Related Documents namely Airways Bill, Packing List, TR-6 challan etc. along with Bill/Invoice
- 2 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CAMC Provider on the one side and the DTU on the other side, a relationship of master and servant or principal and agent.
- 3 There shall not be any negotiation normally. However, in exceptional cases, negotiations can be held with the lowest evaluated responsive bidder only. Counter offers tantamount to negotiations and shall be treated at par with negotiations.
- 4 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 5 The Supplier shall notify the DTU/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 6 Each member/constituent of the Supplier/its Indian Agent/CAMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the DTU/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 7 The Supplier/its Indian Agent/CAMC Provider shall at all times, indemnify and keep indemnified the DTU/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CAMC or the Contract.
- 8 The Supplier/its Agent/CAMC Provider shall, at all times, indemnify and keep indemnified the DTU/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 9 All claims regarding indemnity shall survive the termination or expiry of the contract
- 10 In case you cannot quote for one or more of the items asked for in the tender the word "NOT QUOTED" (in the rate column) should be indicated.
- 11 Tender shall be uploaded as per guidelines indicated for e-procurement solution.
- 12 The Firm is required to link the University specifications with catalogues & leaflets/literature and also **mention Make and the Model for each item**. Detailed features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.
- 13 Failure of the successful bidder in providing performance security and / or contract copy duly signed, may make the bidder liable for forfeiture of its EMD and, also, for further actions by the DTU as per the terms of this tender.
- 14 The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest, after finalization of tender.

15 **Corrupt or Fraudulent Practices**

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, The DTU:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (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; and
- (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 DTU, and includes collusive practice

among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the DTU of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the DTU, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

16. Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.

17. For any query/clarification in r/o technical aspect of the enquiry, **HOD Physics Department, DTU** may be contacted.

SECTION-XI

GENERAL TERMS AND CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

- 1 The Contractor/Vendor shall have to follow all the instructions given from time to time by the Competent Authority or person nominated by him/or Lab-in-Charge/HOD concerned, as the case may be.
- 2 The Contractor/Vendor shall maintain a log book register for the routine instructions and shall maintain record of attendance, repair, replacement, service etc and remarks of the lab-in-charge. This register is to be submitted while claiming quarterly CAMC charges.
- 3 The Contractor/Vendor shall be liable to pay compensation for any loss or damage caused to the property of the University under the contract.
- 4 The Contractor/Vendor shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the University and officers/employees from any claim or consequences/damages for any lapse or non compliance thereof.
- 5 The Contractor/Vendor will be responsible for any accident or mishap or death of workers engaged by the Contractor/Vendor and any claim made on this account will be paid by the Contractor/ Vendor, who will also indemnify the University from any claim in this regards.
- 6 The Contractor/Vendor and his worker shall abide by the rules and regulations of the University as well as directions/instructions issued by the authorized officer or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.
- 7 In the event of infringement of any law by any of his workers, Contractor/Vendor shall be under obligation to change the worker immediately on the instruction of the University authorities.
- 8 All necessary requirements under the labour Act, EPF Act etc. for the performance of the contract if required will have to be arranged by the Contractor/Vendor. The University in no way will be responsible for any violation of these acts in case the Contractor/Vendor has the required certificate, under the provision of said Acts he may enclose the copy of the same with the Contract.

9 **PERIOD OF CONTRACT: -**

The contract will be awarded for period of five years from the date of execution of agreement. However, initially the contract shall be for a period of one year and renewed further on yearly basis subject to satisfactory performance report and recommendation for the same from the lab-in-charge and Head of the Department (HOD) of the University on the written request of the contractor three months before the expiry of the contract. The satisfaction of the University in this regard shall be final. The Contractor/Vendor will have to continue the work even after the completion of contract till the time new arrangement is made by the University. The University will forfeit the security deposit in the event of abandonment of contract by the Contractor/Vendor before the one year from the date of execution of agreement.

10. The agreement shall be renewed on the terms and conditions mutually acceptable to both the parties

11. **PLACE**

The place of maintenance of the equipments will be the installation site at the University. In the event of any major break down when repair can not be carried out at the University, the defect will be got rectified at any service center as the Contractor/Vendor may think proper after approval of the University but the dismantling, packing, forwarding, transportation and insurance charges etc, if any, would be borne by the Contractor/Vendor.

12. **SECURITY DEPOSIT:-**

10% of the annual contract value shall be submitted by the Contractor/Vendor as Security Deposit in the form of Bank Guarantee/FDR of any nationalized bank in favour of the Registrar, Delhi Technological University, Delhi, valid till 2 months after expiry of entire CAMC period from the date of award of bid by the University. The University shall be entitled to claim/adjust any due amount from the said security deposit on or before completion of contract period .

13. **PAYMENT**

13.1. The payment will be made on quarterly, subject to satisfactory performance during the quarter. i.e. 25% of annual contract + taxes will be paid after every three months.

13.2. No claim for any price escalation during contract shall be entertained.

13.3. The Contractor/Vendor shall be entirely responsible for all taxes, duties, license fees etc. incurred until the completion of contract. However taxes, as applicable, will be paid by the University.

14. **SCOPE OF WORK**

14.1. The details of equipment for Comprehensive Annual Maintenance Contract is given above.

14.2. The repair/reconditioning of spares shall be allowed in exceptional circumstances after approval from the Registrar.

14.3. The equipment's covered under the contract shall be repaired and rectified on site as and when the same is out of order. The cost of the original spares required for maintenance of equipment shall be borne by the Contractor/Vendor.

14.4. The Contractor/Vendor will ensure 4 (four) Nos. of preventive maintenance of all the equipment and accessories as per the schedule and all breakdown calls. In case schedule for any of the equipment is not available, the maintenance work will be carried out as per the instructions of the Lab-in-charge HOD.

14.5. The Contractor/Vendor will attend all type of minor or major breakdown immediately.

14.6. The service engineer of the Contractor/ Vendor shall be required to enter each and every repair done in the logbook duly counter signed by HOD/ In-charge Supervisor of Department.

14.7. The routine maintenance shall be carried out in the day shift in presence of Lab-In-charge of Department and shall be recorded in the logbook.

14.8. Separate logbook for each equipment shall be maintained. The logbooks shall be put up to the Lab-In-charge of Department.

14.9. The Contractor/Vendor shall have to arrange at site all the necessary tools, measuring devices, etc. necessary for the repair of the equipments. Also he will maintain at site the necessary spare-parts/consumables required for maintenance/repair.

14.10. The cost of all the electrical spares related to equipment and accessories including repairing of electrical motors etc. will be borne by Contractor/Vendor.

14.11. This contract does also cover all consumables and accessories like gaskets, grease etc.

14.12. If spare part is required to be imported, such imports shall be the responsibility of Contractor/Vendor.

14.13. The Contractor/Vendor will have to sign prescribed agreement along-with terms & conditions on 100 Rupees stamp paper.

15. **DOWN TIME**

15.1. For the purpose of calculation of down time, breakdown time shall be calculated on hourly basis.

15.2. Payment of Comprehensive Annual Maintenance Contract (herein after referred as "CAMC") will not be made for the period specific equipment remains out of order for more than 5 days in a month due to any reason.

15.3. The Contractor/Vendor shall be given total breakdown time of 5 days for each equipment in a month. This period shall not be accumulated to next months. Also three days shall be allowed to Contractor/ Vendor in a year for overhauling of equipment. The Contractor/ Vendor shall have to plan and intimate the date for overhauling to lab-in-charge and HOD of the University well in advance.

15.4. The Contractor/Vendor will have to keep in stock regular spare-parts/consumables so as to replace immediately for the purpose of repair. The Contractor/ Vendor shall place it back after repairs. Old worn out spare parts will be property of contractor

16. **PENALTY.**

16.1. Any EQUIPMENT remaining unattended beyond 24 hours or out of order beyond 5 days from receipt of complaint; then CAMC period for unit will be extended to twice time that of breakdown period and a suitable penalty on per day basis will be imposed & deductions will be affected from the next due payment.

16.2. Four Nos. of Preventive Maintenance Services (PMS) per year will be provided on quarterly basis i.e. One every 90 days. If there is delay in providing PMS, the CAMC period will be extended with same period that occurred to provide PMS, so that PMS schedule is maintained as per CAMC.

16.3. If the system failure occurs due to electrical fault from DTU, the penalty shall not be levied.

17. **STAMP DUTY:-**

Stamp duty leviable on agreement to be executed between the University and Contractor/ Vendor shall be borne by the Contractor/Vendor.

18. **NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-**

Either party shall be entitled to abandon the contract after serving three month notice in writing to the other party regarding abandonment of contract. However, the Contractor/ Vendor given the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the University. No compensation of claim in the event of such abandonment shall be admissible to the Contractor/ Vendor.

19. **DISPUTE:-**

19.1. If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter. In the event of any dispute or differences arising in connection with the contract arising out of this contract whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Vice-Chancellor Delhi Technological University or his nominee not below the rank of Deputy Registrar for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the **ARBITRATION AND CONCILIATION ACT, 1996**. Venue of Arbitration shall be at Delhi.

19.2. The courts shall have exclusive jurisdiction in all matters arising out of this Contract Delhi courts only.

20. **TERMINATION OF AGREEMENT:**

20.1. After giving opportunity of being heard to the Contractor/ Vendor, University may terminate/cancel the agreement on the following grounds:-

A- Breach of any or all terms and conditions of agreement.

B- Non-performance or unsatisfactory performance of work executed by the Contractor/ Vendor.

C- If at any time document or information furnished with Tender is found forged or fabricated during the subsistence of the contract.

21. **Force Majeure**

21.1 The purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor/University and not involving the Contractor fault or negligence and not foreseeable. Such events may be excluded from the contract.

21.2 If a Force Majeure situation arises, the University shall intimate to Contractor/Vendor and Contractor/Vendor shall promptly notify the University in writing of such condition and the cause thereof.

SECTION-XII

DETAILED TECHNICAL SPECIFICATION OF THE XRD SYSTEM

Offers are invited from the reputed vendor for the procurement of X-ray Diffractometer for XRD phase identification of **Powder and Polycrystalline Thin films and X-ray Reflectivity analysis**. Vendors might choose to quote configuration to suit all the above applications, with alignment free changeover from different configurations, automatic and tool-free switching of the diffraction geometry without the need for complex adjustments. The XRD system must be equipped with intelligent sensing system in real mode and able to recognize all components in the beam path including X-ray tube, optics in both primary and secondary side along with the detector to be used. The quoted XRD system must be able to perform both reflection and transmission(Horizontal & Vertical) mode based XRD analysis.

DETAILED TECHNICAL SPECIFICATION:

Goniometer

Geometry	Vertical.
Slew speed	10 deg. / sec or higher
Min step size	0.0001 deg. or better.
Reproducibility	±0.0001 deg. or better
Diameter	High Precision Goniometer with theta-theta configurations with a diameter of 460 mm or more. Angle positioning: Stepper motors/DC motors with optical encoders for optimum scanning speed and positioning precision.
2 theta measurement range	-10 deg. to 160 deg.
Operation mode	Theta – Theta, coupled and decoupled.
Data quality guarantee	Manufacturer must submit data quality guarantee certificate from the factory on the angular position (≤ 0.01 deg 2theta over the entire angular range) to be carried out on NIST sample. The same NIST sample should be in the scope of supply for evaluation. The Manufacturer must provide an instrument alignment guarantee for selected configurations.

X-Ray Generator

Power	3 KW or higher
Input voltage range	208 – 240 V
Frequency	50 Hz +/- 1%
High voltage	20- 60 KV or better
Maximum current	5- 60 mA or better
Current increment	1mA
Stability for 10%	< 0.01 % or better

input voltage variation	
Cooling	The system should have requisite cooling system - external chiller / heat exchanger etc. for smooth and stable running. The external chiller should be quoted from international reputed brand
Safety Device	Abnormal cooling water, flow rate, water Pressure, Temperature detection, abnormal XG load (over load, line current, abnormal low and high voltage, emergency stop switch, leak breaker), shutter malfunction detection

X-Ray Tube

Insulation	Ceramic
Anode material	Copper
Maximum power	≥ 2.0 kW
Focus	long line fine focus with Ni K β Filter. Facility to switch between line and point focus applications without disconnecting cables and utility lines or unscrewing the X-ray tube.
Tube Shield	Electro-magnetic shutter interlocked with radiation enclosure

Optics:

Divergence Slit	Automated Motorized slit system
Soller slit	0.2 deg. Soller slit/collimator secondary side.
Multilayer Mirror	Parabolic Multilayer mirror for parallel beam geometry
Receiving/Detector slit	Automated motorised slit system with suitable antiscatter slit system
Optics For Glancing Incidence XRD	Gobel mirror / parabolic mirrors for glancing incidence data acquisition must be quoted along with suitable slits, masks, soller slits, antiscatter components, filters and collimators etc. The necessary modules required for the reflectivity analysis (film ranging in thickness from 10-100 nm) should also be quoted. One or two standard sample for glancing and reflectivity demonstration should also be quoted and demonstrated at the time of completion of installation.

Since this XRD will be used for multiple applications, a fully automated software controlled, tool free and alignment free switchover from Bragg Brentano Geometry to Parallel Beam Geometry using graded multilayer parabolic mirror and suitable optics to work in conjunction with primary optics in secondary side is essential.

Cooling system:

A suitable external close loop cooling unit should be provided with the system.

UPS:

Suitable online UPS of suitable power rating should be offered with minimum of 60 minutes backup for the complete XRD system including the X-ray generator, computer, chiller and all the accessories of the system.

Detector

Vendor should offer a 1-dimensional ultrafast detector.

Operation mode	The detector must be able to operate in both 0D & 1D mode. It should not use any gas or liquid for its operation. Detector should be capable to work all the characteristics radiation like Cu, Co, the detector must be having 125-300 channels. The quotation should contain all authentic documents and technical details from the original detector manufacturer for the quoted detector.
Efficiency	>97% for Cu radiation
Spatial resolution (pitch):	75 micrometer or better
Capture angle	2.5 deg or better, In case if any of pixel/channel found dead within this period supplier has to replace with a new detector FREE of cost
Active Area	Minimum 14mm x16 mm
Energy resolution	Less than 700 eV
Maximum counts	≥50,000,000 counts.
Fluorescence suppression	Built-in facility for suppressing secondary fluorescence without using any secondary monochromator to be offered.
Low Angle	Capable to collect high quality data starting at angles as low as 0.15° 2θ .

Sample Stages

Sample stage and holder	Spinning / rotating reflection & transmission sample stage: <ol style="list-style-type: none">1. Computer controlled rotating/spinning sample stage with speed ranging from 0-60 rpm or better for reflection and transmission measurements with stepper motor/DC motors to improve particle statistics and for the determination of crystal orientations via Phi scans.2. Compatible sample holder (min 10 nos) and suitable sample preparation kit should be quoted. Transmission sample holder also to be quoted.3. Silicon zero background sample holders to hold small sample amount -cavity type, 2 no should be supplied.4. Eulerian Cradle Sample stage with fully motorised chi, phi and z
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	<p>movement. X, Y stage should be quoted. The Eulerian Cradle must be quoted with proper sample holding mechanism for highly reproducible sample positioning. For X-Ray Reflectivity measurement, quote for automated motorised knife Edge Collimator.</p> <p>5. Fully Motorised Knife Edge Collimator to improve Low Angle Diffraction Data by eliminating Scatter needs to be quoted optionally.</p> <p>6. Separate sample stage if needed should be supplied for Glancing Incidence XRD (GIXRD) analyses.</p> <p>7. All necessary hardware and software for GIXRD application must be offered in complete in the basic system /or comparable alternative</p>
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Software

PC based software packages to control all instrument parameters and should provide best algorithms for Solving analytical tasks. Should enable both Qualitative and Semi quantitative analysis. Easy simulation and automatic refinement / smoothing of measured data. Peak search, integrated intensity, K alpha 1 and k alpha 2 separation. The software must have the facility to transfer the XRD data to ASCII format for research publication purpose. Licenses to minimum 10 users for all software must be provided. Vendor must provide all licensed software. All software licenses are to be registered in the name of our University only. No public domain software will be accepted. Software should have facility for remote operation and diagnostics of the instrument.

Search Match	Search match software to be offered.
Database	ICDD PDF2/PDF4 database with ICSD database licensed in the name of Delhi technological University to be quoted with minimum 10 years license.
Rietveld Software	A software capable of carrying out following: Background Determination, peak search, peak fitting, $K\alpha_2$ stripping, search and match with databases, Pawley fitting and Le Bail fitting. Reitveld Refinement, Structure Determination, $K\alpha_1$, $K\alpha_2$, $K\beta$ etc. Position marker, Space Group Determination, any other additional feature, with minimum 10 years multiple user license should be quoted.
Thin-Film	Software for Thin film analysis like simulation and fitting of the reflectivity data should be quoted for minimum 10 years' license.

The quoted XRD system must have all kinds of safety protection for radiation, electrical, electronic and should be in built as per International regulation / norms. 230V, 50 Hz single phase operation as per Indian standards.

- **Computer & Printer:** Suitable computer (with pre-loaded software) and printer must be offered.

WARRANTY:

The quoted XRD system must be supplied with minimum 5 years' total warranty including all spare parts, X-ray Tube and detector, etc. These 5 years' total warranty includes the initial one-year standard warranty with the machine, and four years extended warranty. Vendors has to confirm **Duty Prepaid Mode** of delivery of replacement parts to DTU. There should be no financial impact on DTU during the total warranty period.

CAMC:

After completion of Five years total warranty period; additional 5 years Comprehensive Annual Maintenance Charges (CAMC) is to be stated by the vendor. CAMC charges will be included in computing the total cost of the equipment. It may be noted that the CAMC charges shall be considered along with the cost of equipment for the financial evaluation of the bids.

AFTER SALES SERVICE:

1. Product support for period of minimum 10 years after extended warranty period, to be ensured by vendor/supplier.
2. Relevant software/hardware information in case of updating of the model of the supplied system should be provided.
3. Details of Service support structure to be provided along with the quotation. After sales service will be a component for technical evaluation of the equipment.
4. The manufacturer and/or their Indian representative must have at least two qualified and factory trained service engineer in India to be able to attend to service within 48 hours on submitting a complaint.
5. For warranty period only factory trained and certified engineers are acceptable to attend the service

Installation and commissioning

1. The instrument to be installed tested and commissioned by representative of supplier in India at our premises to the satisfaction of user.
2. All documentation shall be in English language. In addition to the hard copies, soft copies of the manuals shall be submitted vide – CD.
 - a) System Operational Manual in print and CD
 - b) System Maintenance Manual in print and CD
 - c) Calibration Procedure Manual in print and CD
3. The successful tenderer shall coordinate sourcing of the auxiliary & accessory components such as water chiller, UPS, computers etc and delivering the items in the stipulated delivery period.
4. The supplier / manufacturer must provide training for the operation, troubleshooting and maintenance complete system.

5. Comprehensive training of faculty & staff after installation should be provided, wherever deemed appropriate and an update in every six months (3-4 days) for the first two years and every year (1 week) for the next three years.

UPGRADEABILITY:

The system should be upgradeable at site in future for Non-Ambient phase transition studies. Vendor must confirm these upgradeability features in writing in their quotation.

Optional Accessories (each optional item to be quoted separately):

A. High Temperature Attachment

- a. High temperature attachment for operating XRD up to 1000°C
- b. Temperature accuracy should be $\pm 1^\circ\text{C}$ or better.
- c. The device must have a provision to ramp the sample temperature at rates including $1^\circ\text{C}/\text{min}$, over the entire range of operation
- d. User should be able to programme ≥ 20 steps of temperature profile and acquire XRD data at each step.
- e. The usage of this attachment should in no way introduce any limitation in the operation of the diffractometer.
- f. Options to introduce inert gas or vacuum should be provided.

B. Attachment for the Battery Cell Applications.

- a. Stainless steel housing
- b. X-ray transparent Beryllium window acting as a metallic current collector

C. Tool-kits and Spare Parts

- a. Complete set of tool-kits for maintenance of X-Ray Diffraction (XRD) System with Thin Film Analysis Attachments.
- b) Complete set of tool-kits for chiller.
- c) Complete sets of spare parts including (if appropriate).
- d) Also quote for the spare X-ray tube (as an option)
- e) The spares and support should be available for 10 years from the date of installation and commissioning of the quoted model and manufacturer should give in writing along with offer.

Operator

Vendor need to provide an Operator for one year from the date of Installation. The Operator needs to be fully trained by the Vendor on the day to day operation of the XRD and will be fully responsible for upkeep and data collection. All Financial requirements of the operator needs to be borne by the Vendor.

The preliminary educational and experience requirements are as follows:

Essential requirement: B.Sc./B.tech or equivalent with first division

Desirable requirement: Hands on experience of around one year on materials characterization techniques.

(on Rs. 100 stamp paper)

CONTRACT FORM**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the DTU's/Consignee's office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. DTU's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the DTU
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the DTU in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II - 'General Instructions to Bidders' of the DTU's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule no.	Brief description of good/service	Accounting Unit	Quantity to be supplied	Unit price	Total Price	Terms of Delivery

Any other additional service (If applicable) and cost thereof:_____

Total Value (In figure)_____

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of TIA's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

6. Warranty clause

7. Payment terms

8. Paying authority

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

This page will be on Rs.100/- stamp paper, provided by Contractor/ Vendor)

COMPREHENSIVE ANNUAL MAINTENANCE AGREEMENT BETWEEN:

DELHI TECHNOLOGICAL UNIVERSITY
SHAHABAD DAULATPUR, BAWANA ROAD DELHI 110042.
(Herein after referred to as "CUSTOMER")

And

M/s.
(Herein after referred to as "CONTRACTOR")

Whereas the CONTRACTOR has agreed to provide and the CUSTOMER has agreed to accept from the CONTRACTOR Comprehensive Annual Maintenance Contract (CAMC) of -----(Name of equipment) at DTU, on the terms & conditions mentioned in Annexure-1.

For the period of :/..... / TO / /

for on behalf of CUSTOMER for on behalf of COMPANY

Name _____	Name _____
Designation _____	Designation _____
Place _____	Place _____
Date _____	Date _____

.....

(Signature of Customer)

.....

(Signature of Company)

Price Schedule(BOQ)

Tender Inviting Authority : Delhi Technological University
 Name of Work : Supply of X-Ray Diffractometer System with accessories as required in Advanced Instrumentation Centre ,
 Department of Applied Physics , Delhi Technological University.
 Contact No. : DTU/SP/211/08-10/18-19
 Name of the Bidder/
 Bidding Firm / Company :
 A. Price schedule for one unit of equipment as per NIT Specification

S. No	Item Description	Basic Cost	Any Duties (to be quoted in INR, if any)	Taxes as applicable	Packing & forwarding Charges Freight Insurance Charges Custom Clearing Charges, Loading and Unloading Transportation & other incidental charges till delivery of equipment(in INR)	Total Price (In foreign currency/INR) (Sum of column :3+4+5+6)	Total Cost payable (In figure
1	2	3	4	5	6	7	8
1.	Supply of X-Ray Diffractometer System and accessories as required (As per NIT Specification)						
2.	Four years extended warranty period after completion of (One Year standard warranty)						
3.	Comprehensive Annual Maintenance Contract after completion of extended Warranty Period (One plus Four years)						
4.	Man power for one year (01no.x30daysx12 months) (As per qualification)						
5.	UPS Online (as per NIT specification)						
6.	Chiller (As per NIT Specification)						
Total							

- Note:-
1. Conversion of foreign currency in INR for ranking calculation purpose will be considered as per the date of opening of the price bid.
 2. The bidder shall hire a local custom House agent for clearing the consignment and delivering that to the consignee, the bidder is responsible for clearing the consignment (Hiring CHA) and delivering the goods to the consignee(s).
 3. The custom duty shall be paid as per actual, on receipt of custom clearance bill, limited to the amount quoted by the firm in column 4.DTU shall provide custom duty exemption certificate issued to Government institute by Government of India.
 4. L1 will be decided based on the total value of column 7.

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

TENDER NOTIFICATION NO: -----

Phone No:- 27871018

UNDERTAKING

The Registrar,
Delhi Technological University,
Bawana Road,
Delhi-110042

We the undersigned (herein after called as Contractor/Vendors/Suppliers) hereby offer to execute supply of items as per specification against which we have quoted over rates and for which this tender may be accepted at the rates stated there in and subject to the terms & conditions set forth for such items as may be ordered by the Registrar, Delhi Technological University or officer acting on his behalf.

Date this _____ Day of _____

Signature of Contractor _____

Address _____

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Date

Tender Reference No.

Name and address of the Bidder: Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

01. Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 . Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- . a . type test
- . b . BIS/ISO certification
- . c . any other

08 Details of staff

- a. technical
- b. b skilled
- c. c unskilled

Signature and seal of the Manufacturer Signature and seal of the Bidder

Annexure F

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No. : _____
Date of Opening: : _____
Time : _____
Name and address of the bidder : _____
Name and address of the manufacturer : _____

S.No.	Order placed by (Full address of Consignee	Order no.& date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (attach documents)
					As per contract	Actual		

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the TIA in addition to forfeiture of the earnest money.

Signature and seal of the Bidder

** The documentary proof will be a certificate from on the institute's letter head and signed by the Head of the institution (to be uploaded online with tender documents)