DEPARTMENT OF PLANT MOLECULAR BIOLOGY UNIVERSITY OF DELHI SOUTH CAMPUS Benito Juarez Marg, New Delhi - 110 011 Phone: 011-24111208

NOTICE INVITING TENDER Tender No. PMB/SK/FG3/EQP/15-16/1

Sealed item rate Tenders (in two bid system) are invited by Prof. Sanjay Kapoor, Department of Plant Molecular Biology University of Delhi South Campus (DPMB, UDSC), New Delhi-110021, from manufacturers or their authorized dealers, so as to reach this office up to 3.00 PM on or before 7/3/2016 for the Supply & Installation of the following equipment at DPMB.

SI. No	Name of Equipment	Earnest Money Deposit	Cost of Tender form	Time of delivery	Last date & time of submission of tender	Date and time of opening of tender
1	TABLE TOP SURFACE TOPOLOGY MICROSCOPE (SEM) WITH ELEMENT ANALYSIS CAPABILITIES	₹ 1,00,000	none	6-8 Weeks	7.3.2016 1500 Hrs.	8.3.2016 1500 Hrs.

The Earnest Money should be deposited along with the tender in the form of Demand Draft drawn in favor of the Director, University of Delhi South Campus, payable at New Delhi.

The tender document can be downloaded from our websites: www.du.ac.in.

The Purchase committee, of the DBT Project on Functional Genomics of Rice, UDSC, reserves the right to accept or reject all or any of the bids without assigning any reasons thereof.

TENDER DOCUMENTS

- Name of work: Supply and Installation of table top surface topology microscope (SEM) with element analysis capabilities at Department of Plant Molecular Biology, University of Delhi South Campus, New Delhi
- Owner : Principal Investigator, DBT Project on Gene Regulatory Networks in Rice, Department of Plant Molecular Biology, University of Delhi South Campus, New Delhi – 110 021

Tender Submittted by : _____

Place for submission/ Place of opening tender document: Purchase Committee DBT- Gene Regulatory Networks in Rice Department Of Plant Molecular Biology, UDSC, Benito Juarez Marg, New Delhi-110021

Date & Time of submission of Tender Documents 7.3.2016 up to 15:00 hrs.

Date & Time of opening of Technical Bid: 8.3.2016 at 15:00 hrs.

TENDER FORM

То

Principal Investigator DBT Project on Gene Regulatory Networks in Rice Department of Plant Molecular Biology University of Delhi South Campus, New Delhi

Dear Sir,

I/We have read and examined the following Tender Documents relating to the Supply and installation of a **Table top surface topology microscope (SEM) with element analysis capabilities,** at Department of Plant Molecular Biology, University of Delhi South Campus, New Delhi 110021.

- General Conditions
- Instructions to bidders
- > General Information
- > Specific condition of contract
- > Terms and Conditions of Contract Agreement
- > Special Terms and conditions of Contract
- > Technical specification and Bill of Quantities
- Price Bid

I/We hereby offer to execute the work complete in all respects specified in the under written Memorandum within the time specified therein at the rates specified in the bill of Quantities and in accordance, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender.

Signature and Seal of Tenderer

GENERAL CONDITIONS

- Sealed tenders are hereby invited from manufacturers/ authorized dealers for the Supply and installation
 of a Table top surface topology microscope (SEM) with element analysis capabilities, at Department
 of Plant Molecular Biology, University of Delhi South Campus, New Delhi 110021. The tender
 document consists of General Conditions, Instructions to bidders, General Information, Tender form,
 Terms and Conditions of Contract Agreement, Special Terms and conditions of Contract, Technical
 specification and Price Bid which can be downloaded from our website: www.du.ac.in.
- 2. The tender documents shall be placed in sealed cover as mentioned in Procedure of Submission of tender and addressed to the

Principal Investigator, DBT Project on Gene Regulatory Networks in Rice, Department of Plant Molecular Biology UDSC,

Benito Juarez Marg, New Delhi. 110021

- 3. The filled and sealed tender should be submitted in two separate envelopes containing technical & price bids, on or before 7.3.2016 up to 1500 hrs and shall be opened on 8.3.2016 at 1500 hrs. in the presence of tenderers or their authorized representative. Any envelope received after the said date and time shall not be entertained under any circumstances and no consideration what so-ever shall be given to anything that might be contained in any such envelope.
- 4. The time allowed for the supply, testing and commissioning of above equipment is 6-8 weeks to be reckoned from the 10th day after the date of written order to commence the work.
- 5. Every tender shall be accompanied by earnest money of ₹ 1,00,000 in the form of Demand Draft drawn in favor of the "Director, UDSC" payable at New Delhi. Any tender not accompanied by such earnest money will be rejected straight away.
- 6. The Tenderer will submit his tender in prescribed format after examining the tender documents, scope of work, specific conditions of contract, Instructions to bidders, General Information, Terms and Conditions of contract agreement, technical specification, Price Bid, special terms and conditions of contract, specific conditions of contract.
- 7. The offer shall remain valid for 90 days from the date of opening of Tender.
- 8. The tenderer shall submit a list of the similar equipment installed during the past three years along-with complete details, i.e. names of person concerned, designation, telephone Nos., addresses of Institutes/Organizations, value of the works and copies of the completion certificates.
- 9. The tenderer shall submit a copy of the latest Income tax clearance certificate / Sales tax clearance certificate along-with the copies of the audited balance sheets of the past three years.
- 10. If a tenderer whose tender is accepted fails to undertake the work as per terms of the contract within 10 days to be reckoned from the date of issue of award letter, the earnest money deposited will be forfeited.
- 11. The Purchase committee, does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
- 12. The Principal Investigator, will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
- 13. The notice inviting tender will form part of the contract agreement to be executed by the successful tenderer with the Principal Investigator, DBT Project on Gene Regulatory Networks in Rice, Department of Plant Molecular Biology, UDSC..
- 14. All the correspondence on the tender shall be addressed to the Principal Investigator, DBT Project on Gene Regulatory Networks in Rice, Department of Plant Molecular Biology, UDSC, New Delhi, (referred to as Principal Investigator hereafter) to as and any communication addressed to any one else shall not in any manner to be binding upon the Principal Investigator.

Tenderers Signature with Seal

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

The items referred here-in shall cover the entire scope of the proposal which includes supplying and installation of the equipment including the successful completion and the tests which the DPMB, UDSC desires testing and commissioning shall be carried out.

2. PROCEDURE FOR SUBMISSION OF TENDERS:

The following procedure shall be adopted for submission and opening of tenders. The sealed envelope SUPERSCRIBED on top of envelope as "Tender for: Supply and installation of a Table top surface topology microscope (SEM) with element analysis capabilities, at Department of Plant Molecular Biology, University of Delhi South Campus, New Delhi 110021.

ENVELOPE NO.- 1 i.e. Technical bid

The technical bid should be supplied in a sealed envelope clearly marked as Technical Bid and should not contain any information on the cost or charges. Separate sealed envelopes shall contain separately the Earnest money deposit and the cost of Tender document if downloaded from Website and Technical Bid will be opened first.

ENVELOPE NO.- 2 i.e. Price bid

This sealed envelopes shall contain only Financial bid of the tender as per the items /specifications. This envelope shall be opened only after the EMD contained in envelope No.1 is found in order and technically qualified as per the requirements of the tender. The sealed cover-containing envelope 1 & 2 shall be opened on the prescribed date and time in the presence of tenderers or their authorized representative.

3. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY:

Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted himself of the nature, scope and specifications of the items to be followed.

4. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT:

The tenderer shall submit all documents issued to him for the purpose of this tender after duly filling the same, complete in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.

5. TENDER SHALL BE WRITTEN IN ENGLISH LANGUAGE:

Every tender shall be written in English language. All information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter type written on the tenderer's letter-head and duly signed by the tenderer. Signatures must be in long hand, executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there-to shall be entertained. If a tender is submitted on behalf of the firm, then all the partners shall sign or may be signed by one in whose favour all the partners have given General Power of Attorney. In case of tender submitted by a company, it shall be signed by one who has been authorized by the Board of Directors through a resolution. Copy of resolution and the authority letter in favour of the person signing must accompany the tender.

> Tenderers Signature with Seal

6. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 90 days from the date of opening of the tender. The validity period shall be extendable with the mutual consent of both the parties. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days his earnest money deposit shall stand forfeited.

7. TENDERER TO SIGN ALL PAGES:

The tenderer shall stamp and sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

8. ERASURES AND ALTERATIONS:

Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

9. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

10. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹ 1,00,000 in the form of Demand Draft only drawn in favour of the Director, UDSC, payable at New Delhi. Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/allotment of works, whichever is earlier.

11. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:

The bidder shall quote their rates for all the items both in figures as well as words given as per the attached Schedule of quantities at Annexure-I. The amount of each item shall be worked out and the requisite total given. Special care shall be taken to write percentage in figures and words, and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.

12. TENDER LIABLE TO REJECTION:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds:-

- i) Tenders submitted late
- ii) Tenders containing remarks uncalled for.
- iii) Conditional tenders
- iv) Tenders not submitted on prescribed Performa.
- v) Telegraphic tenders.
- vi) Tender submitted without EMD/Cost of Tender Documents.

13. CORRESPONDENCE:

Tenderers must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the DPMB, UDSC.

14. THE PURCHASE COMMITTEE, NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:

The Purchase Committee, holds absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

15. AMENDMENT IN TENDER DOCUMENTS:

The Purchase Committee reserves the right to revise or amend the Bid Documents up to the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

The Purchase Committee also reserves the right to change the quantities of the units while issuing the letter of award of work.

16. REFERENCE IN TENDER DOCUMENTS:

The Purchase Committee, shall be referred as "Owner" in all the documents of Tender documents/contract agreement.

Tenderers Signature with Seal

GENERAL INFORMATION

1.	Accepting Authority	Director, UDSC, New Delhi.			
2.	Earnest Money	₹ 100,000 (Rupees One lakh only) to be furnished with the tender in the form of the demand draft in favour of "Director, UDSC" payable at New Delhi. (No interest is payable on this deposit)			
3.	Security Deposit	The EMD submitted by the successful tenderer shall be treated as security deposit.			
4.	Authority competent to grant extension	The Purchase Committee, of time			
5.	Tools & Plants	To be arranged by Tenderer			
6.	Authority competent to reduce the compensation amount				
		The Purchase Committee			
7.	Defect Liability/warranty period	At least 12 months from the date of acceptance of completion by the DPMB, UDSC			
8.	Authority Competent to Appoint Arbitrator	Director, UDSC			

Tenderers Signature with Seal

Specific Conditions of Contract

Name of work: Supply and installation of a Table top surface topology microscope (SEM) with element analysis capabilities, at Department of Plant Molecular Biology, University of Delhi South Campus, New Delhi 110021.

1. **Scope of work**: The scope of work generally consists of providing a Table top surface topology microscope (SEM) with element analysis capabilities, as described in the description of work, schedule of equipment and bill of quantities and equipment specifications as described in the contract documents. The contractor shall carry out and complete the said work under the contract in every respect in accordance with this contract documents and under directions and to the entire satisfaction of the Principal Investigator. If any item of the work to be executed is not covered under specification, the same shall be executed as per ISI standard / ISI code of practice as decided by the Principal Investigator.

It is not the intent to specify completely herein all aspect of design and constructional features of equipment and details of work to be carried out, nevertheless, the equipment and work shall confirm in all respect to high standard of engineering, design and workmanship and shall be capable of performing in continuous operation in a manner acceptable to the Principal Investigator, who will interpret the meaning of the specifications and drawings and shall have the right to reject or accept any work or material, which in his assessment is not complete to meet the requirements of the specifications and or applicable code, and standards mentioned elsewhere in the specifications.

- 2. **Sub-contracting**: The contractor may sub-contract part of the work with the permission of Principal Investigator. However, overall responsibility of the contractor for compliance with the contract terms does not alter by Sub-contracting.
- 3. **Conformity with statutory Acts, Rules, Standards and Codes**: The installation shall be carried out in conformity with guidelines in force at University of Delhi. The installation shall also conform to requirements of Delhi Pollution Control Committee.
- 4. **Safety codes and regulations**: The contractor shall at his own expenses arrange for the safety provisions as per statutory regulations wherever applicable.
- 5. **Related documents**: These technical specifications shall be read in conjunction with the general conditions of contract as well as schedule. In the event of any discrepancy between these specifications and inter connected contract documents, the technical requirements as per tender specifications shall be followed and deemed to be having over-riding value.
- 6. <u>(i)</u> Power supply:
 - (a) Unless otherwise specified 3 Phase 415V, 50HZ power supply (5KW) shall be provided by the department free of charge at one point for installation at site. Termination switchgear shall be provided by the contractor. Further extension if required shall be done by the contractor.
 - (b) For equipment, the power supply shall be made available by DPMB, UDSC at the main in-comer unit. The termination of their feeder in the main incomer unit shall be the responsibility of the contractor and nothing extra will be paid.
 - (c) Dedicated Earthing bus 2x2Nos. shall be provided with copper strip by DPMB, UDSC.
- 7. **Operation & Maintenance manuals:** Prior to completion of the work and handing over the **Table top surface topology microscope (SEM) with element analysis capabilities,** the contractor shall submit 3 sets of following details:
 - i) Comprehensive operation instructions, preventive and routine maintenance schedules

- ii) Manufacturer's equipment catalogues and operating & maintenance instructions
- iv) List of recommended spare parts with spare part codes, specifications & source of procurements.

Contractor to provide all for testing: The contractor shall provide and pay for all necessary tools, instruments gadgets and testing equipment required for conducting various tests. Any defects in material and / or in workmanship detected during initial testing shall be rectified by the contractor at his own cost. Initial testing shall be carried out in the presence of Principal Investigator or his representative to his entire satisfaction. The installation shall be commissioned after approval by Principal Investigator.

8. **Guarantee & Defect liability period:** The equipment covered by this contract shall be guaranteed by the contractor against faulty material and workmanship for a period of at least **12 months** from the date of virtual completion and taking over the installation. Any part found defective shall be replaced free of all costs by the contractor. The contractor shall guarantee that all equipment shall work satisfactorily and that the performance and efficiency of the equipment shall not be less than the specified values. If performance of equipment during guarantee period is not found satisfactory, the guarantee period will be extended till satisfactory performance is established for further period of reasonable time decided by DPMB, UDSC.

The services of the contractor's personnel if requisitioned during the defect liability period shall be made available free of any cost to DPMB, UDSC. If the defects noticed during the guarantee period are not remedial within a reasonable time and / or some equipment or system as a whole remain out of order for a total period of one month (4 weeks) (Unless or otherwise extended) DPMB, UDSC, shall have the right to remedy the defects at the contractor's risk & cost without prejudice to any other rights.

- 9. **Maintenance:** During the guarantee & defect liability, the contractor shall provide at no extra cost necessary material and personal to carry out the repairs & routine maintenance of chambers. The contractor shall attend to all problems experienced in the operation of the system within a reasonable time but not more than 48 Hrs. of receiving the complaint and take corrective action immediately.
- 10. **Training of Personnel at site:** In order to enable DPMB, UDSC's staff to get acquainted with the operation and maintenance of the equipment the contractor at no extra cost to DPMB, UDSC, shall train the departmental personnel during the period of installation, testing, commission and prior to virtual completion and taking over by DPMB, UDSC.
- 11. **Completion period:** All works, of supply, installation, testing, commissioning and handing over of the **Table top surface topology microscope (SEM) with element analysis capabilities,** in accordance with this contract shall be completed within the stipulated period or within the extended time as has been allowed by the UDSC.

TERMS & CONDITIONS OF CONTRCT AGREEMENT

SECURITY DEPOSIT

1. The earnest money amounting to \mathbf{E} 1,00,000.00 will be treated as security deposit of the successful tenderer.

COMPENSATION CLAUSE

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Tenderer, and shall be reckoned from the 10^{th} day of the date on which the order to commence the work is given to the Tenderer. The Tenderer shall prepare and submit the details of delivery and installation for the execution of the said work within ten days of award of work for approval of the UDSC. The work on the contract shall be executed according to the approved schedule as aforesaid and shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the Tenderer) and the Tenderer shall pay as compensation an amount equal to one percent or such smaller amount as Department may decide on the value of work as per contract, for every week that the work remains un-commenced or unfinished after the dates mutually agreed upon by the parties. Further to ensure good progress during the execution of the work, the Tenderer shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the Tenderer failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Purchase committee, may decide of the value of balance work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the awarded cost of work as shown in the tender. The Purchase committee, on a representation from the Tenderer, is however, empowered to reduce the amount of compensation and his decision in writing shall be final.

TIME EXTENSION

3. If the Tenderer shall desire an extension of the time limit for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Department within 10 days of the date of the hindrance on account of which he desires such extensions as aforesaid but before the expiry of time limit and the Department, if in its opinion (which shall be final) reasonable grounds as shown thereof, authorize such extension of time if any, as may, in his/its opinion be necessary or proper.

ARBITRATION

Except where otherwise provided in the contract all questions and disputes relating to the 4 meaning of the specifications and installation here in before mentioned and as to the quality of workmanship or materials used for installation of the equipment or as to any other question, claim, right, matter or thing whatsoever, arising out of or relating to the contract, state of the equipment, specifications, or concerning the installation, or abandonment thereof shall be referred to the sole arbitration of the person selected from out of a panel of names to be supplied upon a request in writing by party invoking the arbitration by the Director, UDSC, at the time of the dispute. It will be no objection to any such appointment that the arbitrator so appointed was associated with the work and that he had to deal with the matters to which the contract relates and that in the course of his duties in association with the Principal Investigator, DPMB, UDSC, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being unable to act for any reason, the Director shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Director as aforesaid shall act as arbitrator. In all cases where the amount of the claim in dispute is Rs.50000/- (Rs. Fifty thousand only) or above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of Arbitration and Cancellation Act 1996 or any statutory modifications or reenactment thereof and the rules framed there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that while invoking arbitration the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if a party does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Principal Investigator that the bill is ready for payment, the claim if any, shall be deemed to have been waived and absolutely barred and the owner shall be discharged and released of all liabilities under the contract in respect of these claims.

CARRYING OUT OF WORK

5. All the work shall be carried out strictly and in accordance with the specifications given in the tender to the total satisfaction of the Principal Investigator. In the case of an item for which specification are not available in the said specifications relevant BIS specifications applicable as on the date of tenders shall be followed.

INSPECTION OF WORK

6. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of Principal Investigator, DPMB, UDSC or his subordinate in-charge of the work and the Tenderer shall at all times, during the usual working hours and at all other times at which reasonable notice of the intention of the Head, DPMB, UDSC to visit the works shall have been given to the Tenderer, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Tenderer's agent shall be considered to have the same force as if they had been given to the Tenderer himself.

INSURANCE

- 7. The following insurance cover is to be provided by the Tenderer in the joint names of the employer and the Tenderer for the period from the start date till completion of entire work.
 - a) Cover against damage to other people's property caused by the Tenderer's acts or omission;
 - b) Cover against death or injury caused by the Tenderer's acts or omission to:
 - i. Anyone authorized to be on the site;
 - ii. Third parties who are not on the site;
- 8. No Escalation in rates shall be paid.
- 9. Tenderer Superintendence, Supervision, Technical Staff & Employees.

The Tenderer shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

- 10. The tenderer must visit the site at DPMB UDSC New Delhi -110021 before quoting the rates.
- 11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 12. The rates quoted for foreign equipment shall be CIF/CIP New Delhi.
- 13. The rates for Local equipment shall be inclusive of VAT, Service Tax, other taxes, octroi, etc., and nothing extra will be paid.
- 14. No T&P will be issued by the department.
- 15. The final payment shall be made only after completion of the work subject to certification by Principal Investigator.
- 16. The site of work is at DPMB, UDSC, New Delhi -110021.

- 17. The Technical specifications of the equipment required are detailed at page **16** of this Tender Document.
- 18. Installation, Testing & Commissioning of the supplied equipment will be done at our site by the bidder in the presence of Principal Investigator of our Department.

Tenderers Signature with Seal

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. TENDERER TO BE LIABLE FOR ALL TAXES ETC.

The rates specified in the tender shall be CIF New Delhi/ FOR DPMB, UDSC and inclusive of VAT, or any taxes, duties and other charges etc., in respect of the contract and the rates shall be firm irrespective of any variation in the prevailing rates of taxes, levies, octroi, etc., and any fresh imposition of any of these by State/Central/Statuary bodies. The contractor shall indemnify the Head, DPMB against levy of any taxes, etc., in regard to this contract and in the event of the Head, DPMB being assessed for any of the said imports, Head, DPMB shall have the right to recover the total amount so assessed from the contractor's dues and the contractor shall also be responsible for all costs or expenses that may be incurred by Head, DPMB in connection with any proceedings or limitation in respect of the same.

2. FORCE MAJEURE:

The right of the Tenderer to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Tenderer, including not limited to acts of God, or of the public enemy, restraints of a sovereign state, firms, floods, unusually severe weather.

3. JURISDICTION:

Not withstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract is to be signed on behalf of Director, UDSC, and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

5. PRINCIPAL INVESTIGATOR'S ROLE:

The Principal Investigator shall carry out general supervision and direction of the work. He has authority to stop the work. Whenever he considering such stoppage necessary to ensure the proper execution of the work. He shall also have authority to inspect and reject all work and materials, which do not conform to the specifications and to direct the application of Tenderer's forces to any portion of the work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the work.

The Principal Investigator shall have the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the Tenderer may appeal to the Head, DPMB whose decision shall be final and binding on the Tenderer. The above inspection shall, however, not relieve the Tenderer of his responsibilities in regards to defective materials or workmanship and the necessity for rectifying or replacing the same.

6. TENDERER'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS

The Tenderer shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of Faculty In-charge from time to time for purposes of determination of the question whether the work is executed by the Tenderer in accordance with the contract.

7. SUBMISSION OF BILLS:

Tenderer is to submit the bills in triplicate along with delivery challans to the Principal Investigator for works executed by him. Payment will be released on completion of entire work subject to certification by the Principal Investigator.

8. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the Tenderer without any reservation.

10. Exemption of Customs Duty and Excise Duty

The DPMB, UDSC is exempted from payment of Custom Duty and Excise Duty for supply of equipments. Since the Customs Duty/ Excise Duty and clearance charges will be borne by the Department, <u>Bidders are requested to quote their rates</u> <u>accordingly</u>. However it will be the responsibility of the Contractor to shift the equipment to site of work including opening of crates, transportation, loading and unloading. Nothing extra will be paid on any account.

11. Terms of payment

a) Imported Equipments: 100% of the equipments value against irrevocable LC on receipt of order acknowledgement from Principles of supplier or telegraphic transfer after completion of work.

Tenderers Signature with Seal

Technical Specifications

SPECIFICATIONS FOR TABLE TOP SURFACE TOPOLOGY MICROSCOPE WITH ELEMENT ANALYSIS CAPABILITIES

- Main System: Standalone table-top scanning electron-microscopy based Surface Topology Microscope System with integrated X-ray based element detection and analysis capabilities
- Magnification: 120,000 X or better
- **Resolution**: ≤ 14 nm at 10 kV
- Optical Illumination: Selectable axial and off-axis LEDs for optical image
- **Electron Source**: Long lifetime (>1200 working hours), high brightness Thermionic electron source.
- Acceleration Voltage: 5 15 kV imaging & analysis modes, continuously variable in full range; with auto adjustment of Stigmation, focus, image rotation and beam intensity on change of voltages. The system should also be capable of manual adjustments to cater for the needs of advanced users.
- Sample Stage navigation: Computer-controlled Fully-Motorized X and Y axis; Auto centerable and 360° rotatable with computerized navigation to the point of interest.
- Sample Size: >30 mm in diameter with full stage traverse

Sample Holders:

- 1. Standard Sample Holder (for standard SEM pin stubs)
- 2. Special holder for low vacuum charge reduction mode for non conducting materials like plant tissues without the need of any metal coating.
- 3. SEM starter kit with 100 pin stubs, 100 carbon tabs, 1 pin stub gripper / tweezer, graphite paint.

Image size (Native): 4 mega pixels or better

Power Requirements: Single-phase AC 220 Volt, 50 Hz, <1 kW

Set of Consumables (Starter kit): SEM starter kit with 100 pin stubs, 100 carbon tabs, 1 pin stub gripper / tweezer, graphite paint.

Warranty: 1-year comprehensive warranty Plus three year AMC

Note: Technical Quotes meeting all the above specifications only would be admissible.

DEPARTMENT OF PLANT MOLECULAR BIOLOGY UNIVERSITY OF DELHI SOUTH CAMPUS

Benito Juarez Marg, New Delhi - 110 011

TENDER NOTICE

Tender No. PMB/SK/FG3/EQP/15-16/1

PRICE BID

NAME OF WORK: Supply and installation of a Table top surface topology microscope (SEM) with element analysis capabilities, at Department of Plant Molecular Biology, University of Delhi South Campus, New Delhi 110021.

SI. No.	Description	Qty Req.	Rate per Unit	Rate in INR, FOR Institute	Rate in Foreign Currency, CIF/CIP New Delhi
1.	As per specifications attached				

Name & Signature of Bidder/ Company with Seal

Titendre Khurme

Professor J.P. Khurana Head Department of Plant Molecular Biology University of Delhi South Campus New Delhi-110 021 India

KAPOOR Professor

Professor Department of Plant Molecular Biology University of Delhi South Campus New Delhi-110 021, INDIA