

Tender notice

General Terms and Conditions

From

Investigator Incharge Scheme
Department of Chemistry
Panjab University, Chandigarh

Dear Sir,

This University is interested in the purchase, installation and commissioning of some equipment as per the technical specifications given in the Annexure A.

- (a) Separate performa-Invoices for each of the equipment are invited from the interested Principals/manufacturers/authorized agents for supply of same. The Performa-Invoice should be in triplicate and in the name of the Chairpersons/Directors/Coordinators of respective Departments/ Institutes/ Centre, Panjab University, Chandigarh.

The latest hour and date of receipt of the offer in the respective department is up to 5.00 p.m. the 15th day from the date of Publication of this Tender Notice.

- (b) The Technical bid shall be opened at 3.00 p.m. on the next working day of the last date of receipt of tenders. The date and time for opening of the Price Bids shall be the 4th day of the opening of the technical bid. In case the date of opening of the bids fall on the day which is declared public holiday, these shall be opened on the following day at the same time.
- (c) Only manufacturers or their sole authorized distributors/sole agents are entitled to submit the Performa Invoice from the Principals, otherwise tender shall not be considered. All offers other than those from the manufacturers should be supported by an authority letter from the manufacturers authorizing the firm to tender on their behalf. Certificate or a Photostat copy thereof to the effect that you are the manufacturers of the equipment authorized sole distributors or sole agents for manufacturers on whose behalf you are quoting, must be included in the documents.
- (d) The tenderer must be a manufacturer or his authorized agent (specifically against this tender for the subject goods) and should have successfully executed contract for similar and/or identical goods in the past three years prior to the date of tender opening.
- (e) The detailed technical specifications are given in Annexure A.

- (f) Technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bids, provided that it demonstrates to the purchaser's satisfaction.

GUARANTEE/WARRANTY & AMC/CMC

- (a) Guarantee/warranty shall be quoted for 36 months after successful installation of Unit.
- (b) In addition to quoting for the equipment, tenderers quote the charges for Annual Maintenance Contract (AMC) for a period of 2 years for maintaining the equipment at this University after the period of warranty/guarantee. During, the service contract period, the firm shall provide four preventive maintenance visits and in addition attending to all emergent and break-down calls. The service contract charges should be quoted for labor cost only and should not include the cost of any replacement part/components that may be needing replacement. During the service contract period replacement of parts/components that may be needing replacement shall be made available by the Institute to the firm at the Institute's own expense. The charges shall be paid to the firm in quarterly installments after satisfactory service.
- (c) In addition to quoting the charges for the AMC, the firm must also quote the charges for comprehensive Maintenance Contract (CMC) for a period of 5 years after the completion of service period of guarantee/warranty. The CMC charges should be quoted for labor cost as well as cost of any replacement parts/components that may be required for keeping the equipment functional.
- (d) Tenders not containing service contract charges shall be considered incomplete and shall be rejected. The charges of AMC and CMC will also be taken into account while comparing the prices.

The tenderer shall give a list of institutions/universities/research labs in India where their equipment had been installed. The University reserves the right to inspect such institutions/labs and see actual performance of such equipment. The Department may also ask for demonstration of the equipment in the department at the time of technical evaluation, which shall be mandatory.

BID, GUARANTEE AND SECURITY:

The tenderer is required to furnish Bid Guarantee and Security as per Annexure 'B'.

CONVERSION TO SINGLE CURRENCY:

To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable, to the Indian rupees at the RC selling market rate of exchange established by the State Bank of India, Chandigarh for similar transactions as on the last date of submission of tenders

MERGER/ACQUISITION OF FOREIGN PRINCIPAL:

In case of Foreign Principal with another Firm or acquisition of Foreign Principals by another firm, it shall be obligatory for the New Entity so formed after the merger or the Acquiring Firm, as the case may be to take over all the duties and obligations/liabilities of the Foreign Principals and the New Entity/Acquiring Firm *would ipso facto* become liable for all acts of commission or omission on the part original Foreign Principals.

DETAILED INSTRUCTIONS FOR SUBMISSION OF TENDER:

Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.

The detailed instructions for the preparation and submission of the tender and the terms and conditions of the tender are given in the enclosed Annexure A. Tenderers must note carefully that any infringement of the specific requirements contained therein may invalidate the tender.

Investigator Incharge
Department of Chemistry
Panjab University,
Chandigarh

Other Instructions

1. A person signing the tender form or any other document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bid such others and if on enquiry it appears that the person so signing had no authority to do so, the purchaser may without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damages and forfeit the Earnest Money.
 - (i) Rates and Service charges should not be quoted in the Technical bid.
 - (ii) All pages of the technical Bid/Price Bid shall be page numbered. In case of triplicate copies, separate copies shall be page numbered separately.
2. Tenders/Performance Invoices not accompanied by detailed information as required, are liable to be rejected.

EARNEST MONEY DEPOSIT AND PERFORMANCE BOND: BANK GUARANTEE

- a) The tender must be accompanied with Earnest Money as detailed below in a lump sum amount in the form of Demand Draft valid for one year on a scheduled bank/term deposit receipt valid for a period of one year from any scheduled bank in the name of the Registrar, Panjab University, Chandigarh. Earnest Money in any other form will not be accepted F.O.R. Cost of equipment up to Rs. 10.00 Lacs: Earnest money: Rs: 25,000/-
Between Rs. 10.00 Lacs to Rs. 20.00 Lacs: Earnest money: Rs. 40,000/-
Between Rs. 20.00 Lacs to Rs. 50.00 Lacs: Earnest money: Rs. 50,000/-
Beyond Rs. 50.00 Lacs: Earnest money: Rs. 1.00 Lac.
- b) Bids not accompanied by Earnest Money as stated above or less than the amount stipulated above shall be summarily rejected.
- c) Earnest Money/security deposit/any other sums of the tenderers lying with the University in connection with and other tender/case will not be considered against this tender.
- d) The successful tenderer shall be required to furnish a Contract Performance Guarantee Bond in the shape of Bank Guarantee in favour of Chairperson of respective department of Panjab University along with the undertaking as at Annexure E-i) for an amount equivalent to 2% for AMC/5% for CMC of the FOB value, or as the case may be of the equipment towards the execution of the Agreement and warranty. The Bank Guarantee should be valid for 30 months. The Bank Guarantee for 2% for AMC/5% for CMC of the FOR value shall be

submitted within a period of 30 days after the placement of the Supply Order failing which the order will be liable to be cancelled and the earnest money forfeited.

- e) The University would return the earnest money mentioned to the successful tendering firm on the submission of the Bank Guarantee, to cover the service contract period after the expiry of guarantee/warranty period of 36 months.
 - f) The successful tenderer will submit Bank Guarantee equivalent of 2% of the FOR value in case of AMC or 5% of the FOB value in case of CMC, as the case may be.
6. The University does not pledge itself to accept the lowest, tender, and reserves to itself the right of acceptance of the whole or a part of the tender, or portion of the quantity offered, and the tenderers shall be required to supply the same at the rate quoted. The University reserves to itself the right to accept or reject a part or all the tenders without assigning any reason thereof.

CUSTOM CLEARANCE:

The equipment requiring import from abroad will be imported under the OGL scheme, for which tenderer will ensure before shipment takes place, that the equipment, in question, can be imported under the said scheme.

- a. The equipment will be got cleared from the Custom by the tenderer at their own cost, demurrage if any will be borne by the tenderer.
- b. It will be the responsibility of the tenderer to pursue and claims with the customs authorities/Insurance company/cargo operators and transporters, as may arise, at any stage.
- c. The N.M.I.C. (Not Manufactured in India Certificate) and the CDEC (Custom Duty Exemption Certificate) will be provided by the University.

INSURANCE

7. (i) The manufacturers will ensure that the equipment is properly insured for the full C.I.F. value to cover the transit up to site of installation and the further period of storage etc. up to end of the period of installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the equipment, then in that event any transit and storage damages which come to light after such delays shall be at the risk and cost of the tenderers. The tenderers/Indian Agent shall provide to the University after due inspection, a detailed list of any loss or damage to the stores that may have occurred so as to enable the purchaser to file appropriate claims with the Insurance company. However, it shall be the responsibility of the University department of prepare, lodge and pursue any claims that may arise with the Insurance Company/ies. The

manufacturers shall provide all assistance in pursuing such insurance claims expeditiously. The manufacturers shall make free replacement, if required, in lieu of damaged/lost items, etc. regardless of the fact whether the claim is settled by the underwriters or not. The manufactures liability shall be restricted to making free replacements/rectifications and any local expenses such as custom duty/clearance, etc. connected with such replacements.

It should be noted that if in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, and in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract the tenderer will be liable to pay to the University the difference between the contract rate and that of the lowest acceptable tender on her basis of the final prices FOB destination including all elements of freight, sales tax, local taxes, duties and other incidentals. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies, cancellation of contract and risk purchases required to be made in case of failure to supply the stores.

GUARANTEE/WARRANTY

The guarantee/warranty against defects of manufacture/workmanship and poor quality of components for the entire equipment and work conducted under the contract shall be for a period of 36 months. The term satisfactory commissioning and handing over wherever used in terms of tender and Agreement will mean satisfactory and faultless functioning of the equipment for 90 days, and of works conducted there with covered under the contract in working order. During the guarantee/warranty period, the replacement of any part of the equipment or rectification of defects of works will be free of cost. Further, the defective parts/equipment shall be returned by the purchaser to the Indian Agent after making replacement. During the guarantee/warranty period the uptime as defined in Para 15 will be required to be maintained if the down-time exceeds five consecutive days as defined in Para 15 at any time the guarantee/warranty period will be extended beyond twenty four months to a duration equal to the total of such periods of downtime during the period of warranty.

8. The tenderer will be required to furnish guarantee/warranty as under:
 - a. The tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for a period of at least 10 years after the guarantee/warranty period. The manufacturer should also warranty/guarantee that it will keep the Institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.
 - b. Guarantee/warranty that they will supply regularly and items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
 - c. Guarantee/warranty to the effect that before going out of production of spare parts the manufacturers and/or tenderer will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
 - d. The guarantee/warranty to the effect that the manufacturers will make available to the University, the blue-prints and drawings of the spare parts if and when required in connection with the equipment.
9. The tenderer shall furnish the following warranty/guarantee in case the contact is placed on him:

- (a) The hereby declares that the goods/articles supplied to the purchaser under his contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/warranty that the said goods/articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of goods/articles will be at the seller's risks and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller, shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the purchaser at his discretion, on an application made thereof by the tenderer, the goods/articles or such portion thereof as rejected by the purchaser. In such an event, the above mentioned warranty/guarantee period of the entire equipment shall be extended by the time such damage as may arise be reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf.
- (b) Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service.
- (c) Tenderers should categorically confirm that they will give free "After sales services" during guarantee/warranty period as stipulated in the Clause 10 (i) /Annexure C from the date of installation, satisfactory commissioning and handing over of the project/equipment. Warranty for a period less than as stipulated in Para 10 (i) or with conditions may render, the tender invalid.
- (d) It is specifically required that the tenderer will supply all the operating and service manuals alongwith blue-prints and drawings including circuit diagrams of the equipment supplied as well as its components.

MODE OF DISPATCH. DELIVERY AND COMMISSIONING OF EQUIPMENT:

The equipment with all its accessories should be dispatched by air to Delhi (INDIA) duly insured, freight and insurance charges pre-paid. The tenderer is required to undertake to deliver, install, commission and handover the equipment within the stipulated period. The installation of the equipment shall be completed and handed over within the time schedule given in the tender. This stipulated period should be strictly adhered to for implementation.

10. **FOR DELAY IN CONTRACT**

The successful bidder will be required to enter into an Agreement with the University on a non-judicial paper of Rs. 30.00 for the supply and satisfactory installation of the equipment as defined above as per specifications and terms and conditions listed in the document and agreed upon.

11. The whole system will be operated by the company engineers/experts for VO days i.e. till satisfactory installation and cover clause 10(i)
12. **TRAINING OF PERSONNEL**
The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use of the equipment at site at University immediately after its installation. For this purpose, the company experts shall be required to operate and train the University personnel at site at University for a minimum period of one month at the company's cost.
13. **SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT:**
The supply, installation and commissioning of the equipment shall be as per term and conditions given in this annexure and those given in the Agreement to be signed by the successful tenderer. The scope of work includes the installation and satisfactory commissioning of the equipment by the firm and training of personnel.

Specifications for Ellipsometer

Spectroscopy Ellipsometer System

Wavelength range: 380-1100 nm

Incidence angle range: 10 - 90 degrees at 5 degree interval

Incident angle Change: Manual

Measurement time: 1- 3s for whole spectra

Beam Size: 1 to 5 mm Adjustable

Measurement Type: Film thickness, optical constants

Measurable Thickness Range: up to 20 um

Data acquisition: Auto

Light source: High Power Vis LS

Stage: 150x150mm or 200mm Manual Stage included, with height and tilting adjustment

NK Database: Over 300 NK tables included.

Computer: Intel Duo Core processor and 19" LCD monitor

Power: 110– 240 VAC / 50-60Hz, 10 A

Software: Advanced TFProbe 3.3 for Simulation, Data acquisition and analysis

*Compatible Branded Desktop computer with laser printer

*Online UPS of suitable rating with atleast one hour backup to be installed with the instrument

Optional Accessories:

Vertical sample mounting goniometer with liquid cell set up

Heating or Cooling Stage

