

**DAYALBAGH EDUCATIONAL INSTITUTE
DEEMED TO BE UNIVERSITY
DAYALBAGH, AGRA - 282005, UTTAR PRADESH**

**Advertised (Open) Tender Enquiry for Procurement of Field Emission
Scanning Electron Microscope**

Tender No: DEI/SC/Chem/SDK/2020-21/TDR-5

Date: 02-12-2020

Sealed tenders are invited from the Approved Manufacturers/ Suppliers/Authorized dealers/ Agencies for the supply of the following:-

S. No.	Items	Quantity
1.	FIELD EMISSION SCANNING ELECTRON MICROSCOPE	01

Important Dates			
Event	Date	Time	
Last Date of Submission of quotation	31.12.2020	11:00 AM	
Technical bid Opening date	31.12.2020	01:00 PM	
Price (financial) bid opening	To be informed to technically successful bidder by mail and phone within a week after opening of the technical bid		
Venue of Bid Opening:	Committee Room, CAO, Dayalbagh Educational Institute through online mode		

For more details please visit the Institute's website <http://www.dei.ac.in>, CPP Portal or send their queries, if desired at E-Mail: drsahabdass@dei.ac.in or contact no: 91-9219695960.

Registrar

**Dayalbagh Educational Institute
Dayalbagh, Agra**

Enclosed:

- (1) Bid Document - Instruction to bidder - containing detail terms and conditions.
- (2) List of Equipment's/machines/commodity etc.- Annexure 1
- (3) Technical Specification - Annexure 2
- (4) Bidder information- Annexure 3
- (5) Contract form/ Declaration- Annexure 4
- (6) Technical Compliance Report I- Annexure 5
- (7) Technical Compliance Report II- Annexure 6
- (8) Price Bid Format in INR - Annexure 7

Name of Organization	DAYALBAGH EDUCATIONAL INSTITUTE
Tender Type(Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Supply
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM)
Is Multi Currency Allowed	NO
Date of Issue/Publishing	02-12-2020
Document Download Start Date	02-12-2020
Document Download End Date	31-12-2020
Date for Pre-Bid Conference	NA
Venue of Pre-Bid Conference	NA
Last Date for Uploading of Bids	31-12-2020
Date and Time of Opening of Technical Bids	31-12-2020 & Time 1.00 PM
Tender Fee	Rs. 200 (Through NEFT as mentioned below)
EMD (Ernest Money Deposit)	"All interested bidders are requested to please submit Bid Security Declaration instead of EMD." (Please See GO No.F.9/4/2020-PPD Date: 12-11-2020)
Performance Security (PS)	Also percentage of Performance Guarantee is 3% instead of 10%. Mentioned in the document. (Please See GO No.F.9/4/2020-PPD Date: 12-11-2020)
Exemption from the payment of EMD and Tender fee	EMD exemption is allowed only who are registered with the Department of Micro, Small and Medium Enterprises (MSME) as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy OR Central Purchase Organization OR the concerned Ministry or Department under appropriate Category.
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days (From date of opening of tender)
Address for Communication	REGISTRAR, DAYALBAGH EDUCATIONAL INSTITUTE, DAYALBAGH, AGRA-282005
Contact No.	91-9219695960/
E-mail Address	drsahabdass@dei.ac.in

BID DOCUMENT

INSTRUCTIONS TO BIDDER

1. Please go through the enclosed “bid document” carefully for other bidding instructions.
2. **IMPORTANT NOTE:** Being a Two-Part Tender (techno-commercial and price bid), fax quotations will not be accepted. Please ensure your offers are received on or before tender due date and time. Bidder/ Tenderer are requested to download the tender documents from our website (www.dei.ac.in) and please submit the Rs. 200/- towards Tender fee by way of NEFT/RTGS in Savings Bank Account No.000300009201 in the name of DAYALBAGH EDUCATIONAL INSTITUTE at Radhasoami Urban Cooperative Bank Ltd. at Dayalbagh, IFSC Code- IBKL0080RUC should not be dated prior to the date of advertisement.

Quotations received without tender fee will not be considered.

No request for extension of the tender due date will be considered. In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders. The bids shall be opened on date and time as mentioned above. The bidders may send their authorized representatives to attend the bid opening, if they so desire. Bids received after the deadline of receipt indicated above, shall not be taken in to consideration.

3. The bid should remain valid for a period of **180 days** from the date of opening. In case your offer has a different validity period that should be clearly mentioned in the quotation. Validity period may also be extended without change in bid prices, if required on mutually agreed basis only.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
5. Interested and Reputed Manufacturers or their authorized agents/ dealers/distributors/channel partners are requested to send their offer in password protected document format through on line in two bid systems (Technical and Financial) to Prof & Head Chemistry Prof. Sahab Dass through email on following email id- drsahabdass@dei.ac.in. Password of these document will be shared by the bidders only during the opening of the technical bid.

6. Clarification of bidding documents: If a prospective bidder requires any clarification in regard to the bidding documents, they may mail to drsahabdass@dei.ac.in at least 15 days before the deadline for receipt of bids.

7. Amendment of Bidding Documents

7.1 Corrigendum, if issued any for the tender, shall form part of the Tender Document. Corrigendum will be posted on DEIAGRA website (www.dei.ac.in). Bidders/Tenderers are requested to visit DEIAGRA website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly. DEI AGRA will not be responsible for ignorance of corrigendum.

7.2 At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/Tenderer, modify the bidding documents by amendment. The same would also be hosted on the website of the Institute and all prospective bidders/tenderer are expected to surf the website before submitting their bids to take cognizance of the amendments. Bidder/Tenderer who has submitted bids before publishing the amendment may revise their bid incorporating the amendments before the last date of tender.

7.3 In order to allow prospective Bidder/Tenderer's reasonable time in which to take the amendment into account in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Institute.

8. D.E.I. is entitled to avail the **Concessional GST** under the DSIR Scheme. We will produce the necessary certificate when required. All other applicable taxes to be exhibited separately

9. Bid Security (BS)/(Earnest Money/ EMD)

9.1 The Bidder/Tenderer shall furnish, as part of its bid, a bid security (BS) of **5,00,000 (FIVE LAKHS ONLY)** has to be submitted as Bid Security (Earnest money Deposit/EMD). The EMD is payable by way of NEFT/RTGS in Savings Bank Account No.000300009201 in the name of DAYALBAGH EDUCATIONAL INSTITUTE at Radhasoami Urban Cooperative Bank Ltd. at Dayalbagh, IFSC Code- IBKL0080RUC.

9.2 In the case of foreign bidders/tenderers, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders/tenderers; the BS shall be submitted by the manufacturer or their specifically authorized dealer/Bidder/Tenderer.

9.3 Any bid without EMD or bid not secured in accordance with above will be rejected by the Institute as non- responsive.

9.4 The bid security of unsuccessful Bidder/Tenderer will be discharged /returned as promptly as possible but not later than 30 days after the

expiration of the period of bid validity or placement of order whichever is later.

9.5The successful Bidder/Tenderer's bid security will be discharged upon the Bidder/Tenderer furnishing the performance security, OR it will be adjusted against the performance guarantee.

9.6The firms registered with DGS&D & NSIC, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.

9.7 The bid security may be forfeited:

9.7.1If a Bidder/Tenderer withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder/Tenderer on the Bid Form;

10. Sealing and Marking of Bids:

In a two bid system All Bidders/Tenderers are requested to follow carefully the following instructions before preparing their offer.(as per Annexure 5& 6)

Part I: Technical & Commercial Bid

Part - (a) Technical

- i. This part should contain detailed specifications of the items quoted by you along with technical literature and leaflets.
- ii. A compliance statement showing the compliance of the item quoted by you with that of item tendered by us should be prepared and enclosed to this.
- iii. Any other information called for in the tender related technical and commercial specifications can also come in this part.
- iv. Prices should NOT be indicated in this cover.
- v. Please mention the UTR number of the tender fee made by the bidder with the technical bid in the mail.

Part - (b) Commercial terms: (WITHOUT PRICE)

- i. The commercial terms applicable for the items quoted by you should be indicated in this part.
- ii. If any compliance statement is called for the commercial terms/contractual terms and conditions, the same is to be attached in this part.
- iii. ***Prices should NOT be indicated in this part. However a copy of the price bid (without prices) must be enclosed in this part to enable to understand whether all the items required to be quoted by you have been quoted in the price bid.***
- iv. The Commercial terms such as delivery terms, delivery period, payment terms, Warranty, validity of the offer, installation & commissioning, duties and taxes etc., shall come into this.
- v. The required EMD should be enclosed.
- vi. The Tenderer/ bidder need to submit the following certificates along with the Tender Documents to confirm their eligibility in this part :
 - Proof of establishment of Firms/shop/business/ manufacturing unit etc. and Dealership certificate from the principals etc.

- Proof of registration with any other central government organization (if any)
- Photocopies of purchase orders received from any central govt. organization to the firm (if any).
- The Sales Tax/Commercial Tax/Service tax/GST certificate should be enclosed
- The bidder should enclosed proof of turnover by way of Audited Balance Sheet/Auditor's certificate, if required.
- The bidder should enclose scanned copy of PAN card issued on the name of the bidder's firm.

Note:

- Technical Specifications and terms & conditions as above should be very clearly reflected item-wise with reference to the items called for in the tender.
- Please note that the PRICE SHOULD NOT BE indicated in this part.
- Kindly add/upload scanned copy of Technical bid along with all relevant documents of compliance sheet in a single PDF file and financial bid in excel i.e. xls. fileformat separately. Please note both the files should be password protected as mentioned above.

Part II: Price Bid

The prices applicable for the items, item-wise in response to the tender shall come into this part in the prescribed format only. ***Bid will be rejected if rates are not quoted in the prescribed format.(Annexure 7)***

- i. Tenderer shall indicate very clearly item-wise prices with reference to their technical offer.
- ii. Price Bid prepared as above shall be documented and marked as follows:

The Technical & Commercial documents (Part I) as single PDF file and Financial bid (Part II) in .xls file format prepared as above along with 'Tender fee' should be attached in the email as password protected files.

All documents should be addressed to Registrar DEI, AGRA and the subject of the email should be -Tender No/ Department and due date of opening. Part I: TECHNICAL BID with EMD & COMMERCIAL BID, Part II: PRICE BID should also be entitled on both the documents. Both password protected documents should be mailed to Prof & Head Sahab Dass, at drsahabdass@dei.ac.in.

11. The bidders should quote their offer/rates in clear terms without ambiguity.
12. The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature. However, no over-writing is permissible. Manufacturer's price-list, where applicable, should be submitted along with the bid.

13. In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.
14. Each bidder shall submit only one bid. A bidder, who submits more than one bid, shall be disqualified and considered non-responsive.
15. The bidder has to digitally sign in full at all pages of the bidding document.

16. Bid Prices

16.1 The Bidder/Tenderer shall indicate **unit prices in the prescribed format only**, (Annexure 7)

16.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

16.3 For Goods being offered from India/ abroad in INR

16.3.1The price of the goods quoted should be FOR DEI, AGRA inclusive of all taxes(Excise duty, GST, etc), charges for transportation, insurance and other services required for delivering the goods at the desired destination as specified in the price schedule form, installation, commissioning, training charges etc , if any. (**Annexure 7**)

16.3.2.Prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the Contract and not subject to variation on any account.

17. Conditional discount, if any, offered by the bidder shall not be considered at the time of evaluation.

18. Responsiveness of Bids

18.1Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

18.1.1.affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

18.1.2.limits in any substantial way, inconsistent with the Bidding Documents, the Institute's rights or the Bidder/Tenderer's obligations under the Contract; or

18.1.3. If rectified, would unfairly affect the competitive position of other bidders/tenderers presenting substantially responsive bids.

18.2.The Institutes' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

18.3.If a bid is not substantially responsive, it will be rejected by the Institute and will not subsequently be made responsive by the Bidder/Tenderer by correction of the material deviation, reservation or omission.

19. Evaluation and comparison of bids

19.1.The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

19.2.To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

19.3.The bids shall be evaluated on the following basis which shall be arrived as under:

19.4. For goods being offered from India.

Goods price will be calculated FOR DEI, AGRA. Lowest bid (L1) will be deciding by the price of the goods quoted should be FOR DEI, AGRA inclusive of all taxes (Excise duty, VAT/ST, etc), charges for inland transportation, installation, commissioning, training charges, insurance and other local services required if any for delivering the goods at the desired destination as specified in the price schedule Price Bid format

19.5. For goods being offered from Abroad

In case of goods being offered from abroad, Lowest bid (L1) will be decided based on total cost at DEI, AGRA, that include basic price of goods, freight and Insurance up to Indian Airport/port (CIF/CIP value up to Indian airport/port), custom duty and other taxes as applicable etc., Inland transportation and insurance up to DEI, AGRA, packaging, forwarding, agent commission for custom clearance and installation, commissioning and training charges if any.

19.6Vender has to quote price of imported items in Indian rupees only.

Note: *Where there is no mention of packing, forwarding, freight, transportation, insurance charges, taxes etc. such offers shall be REJECTED as incomplete.*

20. Clearance and delivery

On arrival of shipment/consignment, the supplier is required to arrange custom clearance and transportation of the consignment up to DEI, AGRA premises along with necessary e-way bill as required under GST provisions. The Tenderer/ bidder will do all types of clearance work and **formalities to deliver/provide the equipment at the site of installation.** Institute will provide all types of documentary support including Customs Duty exemption certificate. **Principals will themselves have to procure any requisite permission from the Govt. of country of origin of equipment.**

21. Agency Commission/other charges

Agency commission, if any, should be clearly mentioned by the Bidder/tenderer and will be paid in Indian Currency. Please note that actual reimbursement will not exceed the quoted amount in any circumstances.

22. The Institute reserves right to conduct pre-dispatch inspection of goods and the vender must facilitate it at DEI, AGRA's cost for pre-dispatch inspection.

23. Warranty Period: The warranty period should be minimum 5 year with spares or as mentioned in technical specifications (whichever is higher) from the date of installation with satisfactory performance as per specifications. For standard items which carry warranty of more than one year, standard warranty shall be applicable.

24. Terms of Payment: The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

24.1. Payment for Goods and Services offered from India:

Payment for Goods and Services supplied from within India shall normally be made in Indian Rupees, as follows: 100% payment will be made in account through Digital payment methods to the Supplier normally within thirty (30) days after the successful installation and commissioning of equipment's subject to submission of performance security, if any.

24.2. Payment for Goods and services offered from abroad:

Payment of foreign goods shall normally be made in the following manner:

24.2.1 On Shipment: Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit (L/C) opened in favor of the Supplier in a bank in its country, upon submission of following documents specified as below:

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/ courier and scan copies thereof by FAX/ email.

- i. Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- ii. Packing list;
- iii. Certificate of country of origin;

- iv. Manufacturer's guarantee and Inspection certificate/test report;
- v. Inspection certificate issued by the Purchaser's Inspector, if any.
- vi. Insurance Certificate, if required under the contract;
- vii. Name of the Vessel/Carrier;
- viii. Bill of Lading/Airway Bill/ e-way bill;
- ix. Port of Loading; Date of shipment;
- x. Port of Discharge & expected date of arrival of goods and
- xi. H S code of classification of goods.
- xii. Any other document(s) as and when required in terms of the contract.

Note:

1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)
2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

24.3. On Installation: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any. The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. All bank charges in India to the account of the opener and all bank charges outside India to the account of the beneficiary. The L/C for 100% value of the contract shall be established after deducting the agency commission payable, if any to the Indian agent from the CIF/CIP value.

25. Performance Security (PS): The successful bidder shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is equal to the 3% of payable amount value within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.

26. Delivery period: Delivery should be made within 90 days but not later than 120 days in any case from the date of order of placement of goods offered from India or opening of the LC in case of goods offered from abroad.

27. The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse/installation site (DEI, DAYALBAGH)" on "all risk basis" including strikes, riots and civil commotion.

28. **Delayed delivery:** Maximum one month extension in delivery period may be given on the receipt of written request of the successful vendor; however liquidated damage at the rate of 5% per month or part thereof will be recovered from the firm of the value of undelivered goods. Request for extension in delivery period should be made before the last date of supply as mentioned in Purchase Order.

Non delivery beyond extended period: If the Tenderer fails to execute the order within the delivery period as mentioned above the order will be cancelled and EMD will be forfeited by the institute.

29. **Installation time:** The Company must install the equipment within a period of two months from the date of delivery of the equipment at DEI, AGRA failing which order will be cancelled and EMD will be forfeited. However, necessary requirement for installation of goods/equipment will be provided by institute.

30. **Copy Right:** The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

31. Insurance:

31.1.Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

31.2.Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary, initiate & pursue claims till settlement, on the event of any loss or damage.

31.3.With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

32. Right to use Defective Goods: If after delivery, acceptance, installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

33. Site preparation and installation: The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchase will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of Award / Purchase Order / Agreement.

34. Force Majeure:

34.1.Notwithstanding the Clauses relating to extension of time, penalty and Termination for Default the Supplier 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.

34.2.For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

34.3.If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and

shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34.4. If the performance in whole or in part or any obligations 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 without any financial repercussions on either side.

35. Defective Equipment:

35.1. If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, unmerchantable or not in accordance with the description /specification or otherwise faulty, the institute will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made to him.

35.2. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges.

36. Any disputes arising out of this enquiry shall be dealt in the Agra jurisdiction.

37. Bidder has to digitally sign all the pages of this tender and enclose it with the bid.

38. Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:

38.1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Registrar, DEI, Agra and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

38.2. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (38.1) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

38.3. The venue of the arbitration shall be the place from where the order is issued.

38.4. Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Agra, Uttar Pradesh Jurisdiction only.

38.5.Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction. The place of jurisdiction would be Agra, Uttar Pradesh Jurisdiction INDIA.

Registrar
DEI-AGRA

List of Annexure

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Annexure 1

List of Equipments To Be Procured Under Tender

S. No	NAME OF EQUIPMENT(S)	QUANTITY
1	FIELD EMISSION SCANNING ELECTRON MICROSCOPE	01

Technical Specifications

SPECIFICATIONS OF FIELD EMISSION SCANNING ELECTRON MICROSCOPE, DEPARTMENT OF CHEMISTRY, DEI, AGRA

Overall Requirement

The instruments/standards offered should be from reputed manufacturers having ISO accreditation. The products should have internationally reputed Calibration Laboratories as clientele (customer satisfaction report to be enclosed with the bids). The instruments should have good accuracy, minimum annual drift, better reliability and long service.

Technical Specifications

Field Emission Scanning Electron Microscope (FE-SEM) should be user friendly system for high resolution imaging of a wide variety of samples such as thin films, alloys, biological specimens, bacteriological specimens etc. This should be documented through a support letter from the Principals / OEM mentioning the launch date and also availability of spares for the next 10 years). The following are the minimum technical specifications and user requirements for the FE-SEM.

SR. NO	FEATURES	DEI SPECIFICATIONS	
1	Resolution	1.1	0.8 nm at 15 KV or better
		1.2	1.0 nm at 1KV or better in specimen reverse biasing mode
2	Magnification	2.1	The magnification range should at least cover from 25X to 1000000X or better.
3	Accelerating Voltage	3.1	The accelerating voltage should be variable from 0.1 KV to 30 KV
4	Electron Gun	4.1	The electron gun has to be of In lens Schottky field emission type and should be covered under warranty for at least three years.
5	Probe Current	5.1	The probe current should continuously adjustable by software control upto 200 nA or better. Probe current changes by changing aperture sizes are unacceptable.
		5.2	Please provide beam current stability better than + 1% / hr to be specified in percentage over 1 hour, 6 hour, 12 hours of continuous with small probe diameter covering 1hr, 6hr, 12hrs, 24hrs of continuous operation. Probe current detector must be included for probe current measurement.
6	Charge Compensation	6.1	Charge reduction mode for non-conducting or insulating specimen.
		6.2	Energy filter mode for detection of appropriately selected energy range of emitted electrons from the specimen.
		6.3	The bias mode applied to the specimen holder to decelerate incident electrons just before they hit the specimen should also be possible to remove charging on non-conductive specimens so as to allow true surface information to be observed. Beam deceleration / Gentle beam feature. It should also be possible to mix the SE and BSE signals
		6.4	Landing energy variable from 0.1 V – 30 KV.
7	Detectors	7.1	Imaging with Secondary Electrons (SE) and
		7.2	Imaging with Back Scattered Electrons (BSE) and
		7.3	Imaging with Low Angle Backscatter Electron Detector and
		7.4	Imaging with filter mode should be provided. The filter mode should allow pure SE signals, pure BSE signals and mixture of SE and BSE signals to be detected by in-lens secondary electron detector.
		7.5	It should be also possible to simultaneously display at least of four live images on the monitor.
8	Compatibility for Future Expansion	8.1	System should be equipped to subsequently add additional detectors and accessories like retractable BS and in-lens BS detector, WDS, EBSD, CLD, CRYO, COLD STAGE.

9	Specimen Stage	9.1	All specimen exchange must be done through a load lock system.
		9.2	Allowable specimen diameter through load lock must be 100 mm diameter or more. The load lock size should be compatible with the specimen size.
		9.3	The load lock status should be displayed on GUI.
		9.4	The specimen stage must be computer controlled fully eucentric type. The stage movement should be fully motorized in X, Y, Z, tilt and rotation direction.
		9.5	The position of specimen stage should be graphically displayed on the monitor.
		9.6	Stage navigation system: GUI with click to navigate to the feature of interest and store locations to enable going back to the feature.
		9.7	Multi-specimen holders to be provided.
		9.8	Maximum specimen size should be 100 mm diameter or better.
		9.9	The minimum requirements for stage movements are:
		9.9.1	X (mm) = 70 mm or better
		9.9.2	Y (mm) = 50 mm or better
		9.9.3	Z (mm) = 40 mm or better
		9.9.4	T (deg) = -5 to 70 deg or better
		9.9.5	R (deg) = 360 deg endless, motor driven
		9.1	Should be compatible with WDS, CLD and EBSD detectors.
10	Anti Contamination Device	10.1	A liquid nitrogen trap should be provided to minimize contamination from entering the objective lens.
11	Specimen Chamber Camera	11.1	An IR device should be attached to the specimen chamber to facilitate viewing inside the analysis chamber.
12	Vacuum System	12.1	The vacuum system should be fully automatic, fast, clean and contamination free.
		12.2	It should comprise a TMP, RP, SIP or equivalent.
		12.3	One set of UPS for the ion pumps must be supplied along with the system.
		12.4	The UPS should be able to support the ion pumps for at least 75 hours continuously in case of power failure.
		12.5	An anti-contamination cold trap system must be included.
		12.6	Two separate UPS systems, one for the cooling system and the other for the entire system each with back-up time of 2 hours or better.
13	Image Processing Software	13.1	Image processing functions such as image averaging, integration, pseudo coloristic should be included.
		13.2	Two-division and four-division image display should also be possible.
		13.3	The digital images should have resolution 1280x1024 pixels or better and should be saved in BMP, TIFF or JPEG format.

		13.4	Linewidth and particle size measurement capability must be included.
14	Computer System	14.1	24" high end TFT flat screen or better monitors for SEM, capable to store images in various formats like jpeg, tif, bmp, etc. Image store resolution of 5120 x 3840 or better. Should be high end computer/workstation with not less than 16 GB RAM, 2 GB graphics card and 2TB hard drive and Intel i7 processor to handle large image, volumes of data along with image processing software. Provision for USB and CD/DVD record. Provide colour Laser Printer with photocopy/scanning facility with minimum speed of 20 pages per minute and 600 DPI.
		14.2	All necessary software/s to operate the equipment should also be included.
15	Microanalysis (EDS) System	15.1	A microanalytical system, computer and software should be attached to the microscope for energy dispersive microanalysis.
		15.2	It should detect and quantify all elements from Beryllium to Uranium and must have SDD crystal area of 30 mm ² or more and a detector resolution of at least Mn α 129 eV or better.
		15.3	Must be an LN ₂ free system using vibration free thermoelectric Peltier cooling technology.
		15.4	It should be capable of qualitative, quantitative and mapping analysis.
16	EDS Software	16.1	EDS software should be 100% compatible with Windows 7 and 64 bit Professional Operating System.
		16.2	Data transfer to all parts of the software must be automatic and requires no user intervention.
		16.3	The software must provide single button report generation with print preview, without the need to use third party word processing packages.
		16.4	The software must allow for user-customizable reports.
		16.5	Real time elemental mapping with auto elemental identification, quantification based on ZAF and Phi – Rho - Z.
		16.6	It must also provide automatic peak labeling during spectrum acquisition without the need for user intervention.
		16.7	The software must provide quantitative analysis automatically using information from the microscope and qualitative analysis.
		16.8	The system should be able to perform X-ray mapping for all elements from beryllium to uranium.
		16.9	Quantitative analysis by either standard and standard less mode must be compatible.

17	Analytical Standards	17.1	<p>Sets of elemental and Standard samples to check system calibration i.e., magnification should be supplied along with the system.</p> <ol style="list-style-type: none"> 1. magnification standard (Mesh Sample), 2. single-element EDS/WDS or multi-element standards covering 56 elements 3. resolution standards - Gold on Carbon standard for SEM,
18	Sputter Unit		<p>Coating system with dual facility of carbon and sputtering system or separately. Au/Au-Pd sputtering and carbon evaporation using rods and cords with the following specifications. Disc style 57 mm Ø x 0.1 mm thick chromium (Cr) target</p> <p>Sputtering- 0–80 mA to a pre-determined thickness (with Film thickness Monitor) and by the built-in timer. The maximum sputtering time is 60 minutes (without breaking vacuum and with built in cooling periods)</p> <p>Carbon evaporation - pulse evaporation that ensures reproducible carbon evaporation from rod and fibre sources. Current pulse: 1–90 A Sputter current - 0-150 mA to a predetermined thickness with film thickness monitor and built in timer Vacuum- with pirani gauge standard having rotary pump and turbo pumps to achieve a sputter vacuum range between 5×10^{-3} and 5×10^{-1} mbar and maximum of 5×10^{-5} mbar Full graphic user interface with touch screen buttons</p>
19	Optical Microscope	19.1	<p>Binocular stereomicroscope with zoom range of minimum 7:1 and external high intensity LED light source of at least 150w. Complimentary high resolution image/movie capture. operational in reflective and transmissive modes. The basic magnification continuously variable between 7.5x to 150x or better using 10x eyepieces. One of the eye pieces should be crossed-hair graduated, and an additional stage micrometer to be provided. The light power should be variable with at least 150W Halogen cold light source,. The microscope should be having dedicated digital microscopy camera with a minimum capability of 15megapixel.to capture still images streams and records live videos with advanced editing and measuring software.</p>

20	Critical Point Drier		Table top Critical Point Drier with built-in thermo-electric heating and adiabatic cooling with temperature control of 5°C cooling and 35°C during heating, allowing for precise temperature control and no external water supply. The vertical pressure chamber (32 mm diameter x 47 mm high) should have a side viewing port permitting a clear view of the liquid meniscus during processing. Fine control needle valve pressure let-down allowing precise control of decompression, with a built-in magnetic stirrer. Temperature monitoring and control with thermal cut-out protection, Pressure monitoring with safety cut-out for over pressure. Standard specimen holder with 12 individual specimen wells (each 8 mm Ø x 8 mm H).
20	Safety Features	20.1	Protection features against vacuum, water and power must be provided.
21	Training and Installations	21.1	The supplier shall install and commission the system immediately after delivery.
		21.2	System installation shall be carried out by factory trained engineers.
		21.3	Training on the operation of the system by experienced and qualified engineer must be provided on-site at two levels: initial operational and maintenance training for at least one week and after 6 months an advanced application training.
22	Warranty	22.1	One year standard warranty for parts and labour.
23	Spares and Consumables	23.1	a) Option for spares and consumables such as extra sputtering unit, carbon thread and carbon rods etc b) Provide recommended essential consumables for uninterrupted operation of the equipment for five years. c) Different types of sample holders and stubs d) Other specimen handling tools, sample preparation materials and general tools for the maintenance of FESEM should be provided.
		23.2	Operational and technical manuals in English for all the equipments must be provided.
24	Required documents along with technical specification	24.1	List of at least 3 Institute/laboratory in India with similar system installed during last 5 years The supplier should provide calibration /traceability certificate of the equipment.
25	Pre-installation requirements	25.1	Pre-installation requirement such as required power, space, etc. are to be surveyed by the supplier at the installation site at DEI
26	Operation TableTool kit	26.1	Anti- vibration table along with associated accessories. Essential tool kit for FESEM to be provided for handling during preventive maintenance.

27	Application notes	27.1	The supplier must provide technical brochures adequately explaining the availability of the features in the model of the equipment supplied.
28	Up-gradation	28.1	The supplier should supply upgraded softwares whenever there is an up-gradation during warranty period.
29	Compliance statement	29.1	The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the indent verifiable through Printed brochures of the Principals / OEM and webpage:- Features not matching – must be clearly indicated. Additional features and features in the quoted equipment which are better than those in the indent – may be clearly mentioned and explained.
30	AMC	30.1	The model quoted should be with spares availability letter from principals for next 10 years post the expiry of the warranty. AMC charges for the next 5 years after warranty period to be mentioned with a yearly charge breakup.

FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM)**BASIC TECHNICAL DETAILS OF THE BIDDER**

Sl. No.	Required Information	Bidders Response
1.	Name of Tendering Company / Firm/ Agency (Attach certificate of registration)	
2.	Full Address of Office with Telephone No. and FAX	
3.	E-Mail:	
4.	Classification of the bidder (a) Manufacturer (b) Authorized Agent (c) Authorized Dealer (d) Stockiest (e) others	
5.	Name of OEM (Original Equipment/Goods Manufacturer)	
6.	Authorization Certificate from Original Equipment Manufacturer (OEM) or their companion to quote/sell the Product, in case the Bidder is not the OEM. (Please Attach copy)	
7.	Name, address, designation, phone, cell number and E Mail address of the Contact Person.	----- ----- -----
8.	Details of Registration(Attach copy)	
9.	Details of Fee In favor of DEI AGRA (Attach copy of proof)	EMD Fee : Rs. _____ through transaction UTR No. _____
10.	GST Registration No. (Attach copy)	
11.	Income Tax Registration No /PAN No. (Please Attach copy)	
12.	P.Os Copies having supplied similar equipment to Reputed institute like IISc,/ IITs,/ NITs, /Central Universities/ IISERs/ Govt. approved R & D laboratories/reputed organisation and any other centrally funded institutes of India of India. (Attach copy)	
13.	List of Customers with Contact details and preferably with the user certificates during last three years. (Attach copy)	

14.	Annual Turnover of last three years (Attach copy)	
15.	Whether firm have certifications of ISO/ISI or other equivalent Certification? (Please Attach copy)	
16.	Copy of Brochure/Leaflets / Technical Information, including Make & Model, of the item(s) have must to be attached.	
17.	Organization/any of its subsidiaries is not blacklisted by any Academic Institutions/reputed organizations or institutions. (Attach declaration).	
18.	Agreed to provide comprehensive Warranty as specified in Tender?	
19.	Whether firm agrees to give security deposit/Performance Bank Guarantee against warranty obligations?	
20.	Whether quoted item confirms the specification of as specified or better?	
21.	Is bid valid for 180 days/or as specified?	
22.	Agreed to supply within delivery period as specified?	
23.	Payment Terms agreed as Specified?	
24.	Place of Delivery as specified?	
25.	Address of Service Center/Agent nearest to DEI, AGRA (Attach Copy)	
26.	Details of Bank	Name of Bank: _____ Account No. : _____ IFSC Code : _____ MICR Code : _____
27.	Whether Firm agrees to abide by the terms and conditions of the tender document? In the event of award of the contract?	
28.	Is Bid document duly signed?	

Signature of Bidder/authorized person)
Full Name of Signatory: _____

Designation of Signatory: _____

Place: _____

with Seal of the company/firm

Place: _____

CONTRACT FORM

(Declaration should provide on printed letter head of the Bidder)

DECLARATION

To,

Registrar
DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA - 282005

Sir,

Sub: Declaration against **TENDER FOR PROCUREMENT OF FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM)**

1. Having examined the details of Tender document, I / We hereby submit the prequalification documents and other relevant information.
2. It is also confirmed that I/We will abide by all the Terms & condition of aforesaid tender notice and we do not have any counter conditions.
3. I/We hereby certify that all the statements made and information supplied in the statements are true and correct to the best of my knowledge. I understand that if any information found incorrect, the application is liable to be cancelled.
4. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
5. I/We certify that my firm or any of its subsidiaries have not been blacklisted by any Govt. / Autonomous bodies / Universities / Govt. Institutes from business.
6. I/We hereby accept the rules and procedures of the Institute for pre-qualification of contractor and agree that the Institute has the right to accept or reject any application without assigning a reason thereto.
7. I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and I/we am/are liable to be banned from doing business with Dayalbagh Educational Institute, Agra and /or prosecuted.

(Signature of authorized person)

Full Name of Signatory: _____

Designation of Signatory: _____

with Seal of the company/firm

Place: _____

Date _____

MANDATORY COMPLIANCE REPORT-I**FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM)**

(Please put this annexure at the top of the tender document)

Sl. No.	Details	Yes / No	Document Attachment Page Sl. No.
1.	We have gone through the terms & conditions of the tender document and agreed to abide by the same.		
2.	Bidder is registered Firm with proof of document?		
3.	Prescribed filled up application for pre-qualification, formats and requisite documents are attached?		
4.	Proof of EMD through NEFT /RTGS in favour of Dayalbagh Educational Institute, Agra, UttarPradesh is attached.		
5.	Manufacturer/Sole Distributor/Authorised Dealer/ Registered Supplier with proof of document attached?		
6.	GST Registration Number copy attached?		
7.	PAN (Income Tax) Registration Certificate attached?		
8.	P.Os Copies having supplied similar equipment to Reputed institute like IISc,/ IITs,/ NITs, /Central Universities/ IISERs/ Govt. approved R & D laboratories/reputed organisation and any other centrally funded institutes of India, with proof of document attached ?		
9.	List of Customers with Contact details and preferably with the user certificates during last three years with proof of document attached?		
10.	Annual Turnover of last three years as specified with proof of document. Attached.		
11.	Certificate ISO/ISI or equivalent in terms of quality of product and Manufacturer with proof of document attached?		
12.	Brochure/Leaflets / Technical Information / Picture including Make & Model, of the quoted item(s) attached?		
13.	Declaration attached as per Annexure in regard to non-blacklisted of manufacturer or any of its subsidiaries by any Govt. / Autonomous bodies / Universities / Govt. Institutes?		
14.	Agreed to provide comprehensive Warranty as specified in Tender document?		
15.	Agreed to provide performance security against warranty obligations as specified?		
16.	Whether quoted item confirms the specification as specified or better?		
17.	Is Bid document duly signed?		
18.	Validity of the bid as specified?		
19.	Delivery Period as specified?		
20.	Payment Terms agreed as Specified?		
21.	Place of delivery as specified?		
22.	Name and Address of nearest service Centre from DEI, Agra?		

(Signature of Bidder/authorized person)

Seal of the company/Firm

Place: _____

Date _____

MANDATORY COMPLIANCE REPORT-II**Technical Compliance of the bidder with reference to the
'Specification of Equipments'**

Name and model no of offered goods/equipment:

Item	Technical specification from DEI Agra	Features available in equipments (Description)	Any deviation from Specification, if any	Corresponding part number/datasheet/page no in broacher in support of specification	Comment of Technical Committee, DEI Agra

Price Bid Format

Item Wise Price Bid Format

Tender Inviting Authority: DEI, AGRA

Annexure "7"

Name of Work: " PROCUREMENT OF FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM)

".

Contract No: Tender Notice No. : Dated:

Name of
the Bidder/
Bidding
Firm /
Company :

PRICE SCHEDULE

(This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Note:- If taxes & duties are not quoted separately by the tenderer, the final figure/price will deem to be inclusive of taxes & duties.

The basic Price/rate, GST, Packing & Forwarding charges and Freight charges must be mentioned separately & Specifically. The offer quoted inclusive of Taxes, Packing & Forwarding charges and freight charges will summarily be rejected. The same is essential keeping in view the applicability of GST. The impact (%age) of GST on item,/items will be admissible as applicable on the basic rate being statutory levy only during currency of Purchase Order/Contract against party's request alongwith necessary documents in support of their claim/amendments.

DEI, Agra is partially exempted from payment of GST (@5% only), DEI, Agra will provide GST exemption certificate for the same.

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Total Basic Cost(Rs) (B)	GST in %	GST in Rs. (F)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	11	12	15	16	17
1	FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM) : (Detailed Specification as mentioned in Tender document under chapter " Specification and Allied Technical details") Installation Charges, Commissioning and training charges if any	item 1	1	Nos		-		-	0.00	0.00	INR Zero Only
2.	Ex-works, Ex-warehouse, Ex-show room off the, shelf price (inclusive of all taxes already paid)										
	Freight and Insurance up to Indian Port/ Airport										
	Custom clearance and other charges (IF ANY with break up)										
	Inland charges for installation and transportation upto DEI										
	If any other charges please specify										
Total in Figures									0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only									

BID SUBMISSION

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in Two Envelops as explained below:

Envelope - 1			
S.No	Document	Content	File Type
1.	Technical Bid	Basic Technical Bid as per Annexure 2	PDF
2.		Bidder information & Declaration sheet as per Annexure- 3 & 4	PDF
		Compliance Report as per Annexure – 5 & 6	PDF
		Technical supporting documents in support of all claims made in tender document and Annexure-1 to Annexure-7	PDF
Envelope - 2			
S.No	Document	Content	File Type
	Financial Bid	Price bid should be submitted in XLS(xls) format as per Annexure-7	XIS (xls)