

Indian Institute of Technology Palakkad

भारतीय प्रौद्योगिकी संस्थान पालक्काड STORES & PURCHASE SECTION

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Tender No.: TENDER/2022-23/238

Date of Publication: 02-12-2022

Date/Time of Closing: 23-12-2022, 1500 hours

Indian Institute of Technology Palakkad Invites Global Tender under Two-bid system for the:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TIME RESOLVED SPECTROFLUOROMETER FOR FLUORESCENCE LIFETIME MEASUREMENT

Conforming to the specifications as in BoQ Technical.

Tender Documents may be downloaded from the e-Wizard Portal https://mhrd.euniwizarde.com/. Aspiring Bidders who have not enrolled / registered in e-Wizard should enroll / register before participating through the website https://mhrd.euniwizarde.com/. Bidders are advised to go through instructions provided at "Procedure for Submission of E-tender". [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Wizard Portal"].

Bidders can access tender documents on the website. For searching in the site, kindly go to Live Tenders option, Click "Advance Search" and select Department as 'IIT Palakkad'. Thereafter, Click on "Search" button to view all IIT Palakkad tenders. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website https://mhrd.euniwizarde.com/ as per the timeline below.

No manual bids will be accepted. All tender documents including Techno-Commercial, Technical and Financial bids should be submitted in the e-Wizard portal.

S. No.	Events	Date and Time
1	Publication of the Tender Document	02-12-2022
3	Last Date/Time for submission of ONLINE Bids	23-12-2022, 1500 hours
4	Opening of Technical Bids	23-12-2022, 1515 hours

TERMS AND CONDITIONS

CENEDAI	(a) The responsibility of submission of the hids on as before the last data shall
GENERAL	 (a) The responsibility of submission of the bids on or before the last date shall rest with the tenderer. The institute will hold no responsibility for the non-receipt of the bids or the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected and returned unopened to the Bidder. (b) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under the Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures. (c) Each bidder shall submit only one bid, either by himself or as a partner in a joint venture or as a member of the consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids (of both the individual and the partnership/consortium/joint venture) are liable to be rejected. (d) The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process. (e) IITPKD will respond to any request for clarification or modification of the Tender Document that are received up to TWO DAYS prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD through the ONLINE Portal ONLY. Any such clarification, together with all the details on which the clarification had been sought, will be published in the ONLINE Portal ONLY. Deviations, if any, observed by the Institute in the submitted bids, from the Terms and Conditions of the Tender Document will not be accepted by the Institute. (f) Except for any such clarification by the Institute, which is expressly stated to be an addendum to the tender document issued b
	result in rejection of the bid. (h) The bidder shall not make or cause to be made any alteration, erasure or
	obliteration to the text of the Tender Document. (i) The Supplier shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.
COMPOSITION OF THE TENDER DOCUMENT	 (a) The Tender Document comprises of: Instruction to the bidders including terms and conditions Technical Specifications (Annexure-I) Undertaking by the Bidder (Annexure-II) Fall Clause Notice Certificate (Annexure-III) Annexure regarding Blacklisting/Debarment (Annexure-IV) Self Declaration – MII Order (Annexure-V)
	COMPOSITION OF THE TENDER

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6	BID PRICES AND	all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The performance security shall be returned to the Supplier not later than fifteen (15) days after its expiration. (d) Failure of the successful Bidder to comply with the requirements shall constitute enough grounds for the annulment of the award and forfeiture of the EMD, in which event the IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids. (a) Prices must be quoted separately for each equipment/item identified.
	CURRENCY	(b) Price quoted for equipment/items shall include all the costs associated with packing, local transportation from the point of clearance to
		IITPKD, insurance, loading, unloading and associated delivery charges. The delivery shall be on DOOR DELIVERY basis to the
		institute including its installation, commissioning, integration and
		validation. It is the sole responsibility of the supplier to ensure that the equipment is delivered on DDP mode to IIT Palakkad. An
		undertaking to this effect as in Annexure-II.
		(c) Prices quoted by the bidder shall be fixed during the validity of the bid.
		(d) Prices of the equipment/items shall be quoted in Indian Rupees (INR) / Foreign Currency.
7	LETTER OF CREDIT	(a) Upon the successful Bidder's furnishing of the copy of the Purchase Order
		duly signed on each page and the Performance Security, for the equipment ordered in foreign currency, IITPKD will open a letter of credit (LC) in a
		convenient Nationalized Bank in India. For opening of LC necessary
		information shall be provided by the supplier or its authorized agents.
		(b) In case the successful bidder is a foreign company and wishes to submit Performance Security in the form of Bank Guarantee, the Bank Guarantee
		should be routed through the Beneficiary Bank to the end user bank. Otherwise,
		the Indian Agent of the foreign vendor shall submit a Bank Guarantee from a Nationalized Bank of India. The following documents shall be submitted in case
		of an Indian agent submitting the Performance Security on behalf of his
		principal:
		 Foreign principal's Proforma invoice indicating the commission payable to the Indian agent and nature of after-sales service to be rendered by the Indian agent.
		Copy of the agency agreement with the foreign principal and the
		precise relationship between them and their mutual interest in the business.
		(c) For imported equipment, a Letter of Credit (LC) shall be opened for 100% CIP price on receipt of the acknowledgment of the purchase order. However,
		80% of the LC amount only shall be released on proof of the shipment of the
		consignment with necessary documents to be provided in detail at the time of
		placing of the purchase order. Balance 20% of the LC amount shall be released upon the receipt of a performance security of 5% of the total value of the
		purchase order and installation, commissioning, integration, validation and
		installation report/certification jointly given by the end user and the supplier.
		Any costs associated with the amendments made in the LC as per the request made by the Supplier s should be borne by the supplier.
		Any fluctuation in rates / rate conversions arising due to the amendment
		requests made by the supplier shall be on the supplier and not on the
		institute.

8	PERIOD OF VALIDITY	a) Bids shall remain valid for a period of 180 DAYS after the date of the				
	OF BIDS	deadline for submission of bids prescribed by IITPKD.				
		b) If the deadline is extended due to unforeseen circumstances, the bid validity shall be deemed to have extended accordingly.				
9	TIME FOR SUPPLY,	(a) The Supplier shall supply the equipment/items within the period specified				
9	INSTALLATION,	in the tender document i.e. within TWELVE WEEKS of signing the				
	COMMISSIONING	purchase order or within the period mutually agreed between IITPKD and				
	AND VALIDATION OF	supplier. All the equipment and accessories should be delivered at IIT				
	THE	Palakkad (Nila Campus), Kanjikode- Malampuzha Road, Pudusserry				
	EQUIPMENTS/ITEMS	West, Kanjikode, Kerala 678623.				
		(b) The Supplier shall thereafter proceed with the installation, commissioning,				
		integration and validation and demonstrate operational acceptance of the				
		equipment/items within the period specified. The equipment/items shall be				
		installed and commissioned by the successful bidder within 20 to 25 days from the date of its receipt.				
		(c) The tenderer should indicate clearly the time required for delivery of the				
		item. In case there is any deviation in the delivery schedule, liquidated				
		damages clause will be enforced or penalty for the delayed supply period				
		will be levied.				
		(d) In the event of failure of supply of the item/equipment/items within the				
		stipulated delivery schedule, IITPKD has all the right to purchase the				
		item/equipment/items from other sources on the total risk of the Supplier				
10	PRODUCT UPGRADES	under the risk purchase clause. The Supplier shall continue to support and maintain the version/model of the				
10	IRODUCTUIGRADES	Equipment supplied by upgrading the software and the hardware as and when				
		amendments are carried out in the existing version or the product is upgraded.				
		Whereas upgrades to the software shall be supplied free of cost, the Supplier may				
		charge for upgrade in hardware provided it is of major nature. An upgraded higher				
		version of the instrument and software related with the instrument shall be supplied. If the Supplier fails to complete any of the activities in accordance with the time				
11	PENALTIES	If the Supplier fails to complete any of the activities in accordance with the time				
		specified for it, or any extension of time granted by IITPKD, Liquidated Damages Clause shall be invoked.				
12	UP-TIME	(a) The Supplier should provide up-time guarantee of 95% [24 (hours) X 7 (days)				
12	GUARANTEE/	X 365 (days)] basis during the warranty period.				
	DOWNTIME	(b) The Supplier should provide up-time guarantee of 95% (24 hours/day basis)				
	PENALTY CLAUSE	both during warranty. If downtime exceeds the 5% limit, extension of the				
		warranty period will be twice the excess down time period.				
13	LIQUIDATED	If a firm accepts an order and fails to execute the order, in full or part, as per				
	DAMAGES	the terms and conditions stipulated therein, it will be open to the Institute to				
		recover liquidated damages from the firm at the rate of 1% of the value of the undelivered goods per month or part thereof, subject to a maximum of 5% of				
		the value of the undelivered goods. It will also be open to the Institute				
		alternatively, to arrange procurement of the required stores from any source, at				
		the risk and expense of the firm, accepted and failed to execute the order				
		according to stipulations agreed upon. This will also entail the removal of the				
		defaulters' name from the approved/registered list of Suppliers.				
14	EFFECT OF FORCE					
	MAJEURE	any of its obligations under the Contract by an event of Force Majeure,				
		then it shall notify the IITPKD in writing of the occurrence of such event				
		and the circumstances of the event of Force Majeure within FIFTEEN DAYS after the occurrence of such event.				
		(b) The Supplier, when affected by the event of Force Majeure shall use				
		reasonable efforts to mitigate the effect of the event of Force Majeure				
		upon its performance of the Contract and to fulfill its obligations under the				
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		Contract, but without prejudice to IITPKD's right to terminate the Contract. (c) No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall: i. Constitute a default or breach of the Contract; ii. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance. (d) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY DAYS or an aggregate period of more than SIXTY DAYS on account of one or more events of Force Majeure, the IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.
15	EXTENSION OF TIME LIMITS FOR SUPPLY AND MAKING OPERATIONAL, THE EQUIPMENT	 (a) The time limit for supply, installation & commissioning, integration & validation shall be extended if the supply is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: i. Any occurrence of Force Majeure; ii. Any other matter specifically mentioned in the Contract; (b) By such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
16	GOVERNING LAW AND SETTLEME NT OF DISPUTES	 (a) The Contract shall be governed by and interpreted in accordance with the laws of India. (b) Any dispute or claim arising out of/relating to this Contract of the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad. (c) The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder as in Annexure-II. (d) IITPKD reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.

AWARD OF CONTRACT

1	AWARD CRITERIA	1.	IITPKD will award the Contract to the Bidder whose bid
1	AWARDCRITERIA	1.	has been determined to be substantially responsive and as
			per the Order No. P-45021/2/2017-PP(BE-II) dated 16-
			09-2020 from Department for Promotion of Industry
			and Internal Trade (Public Procurement Section),
			Ministry of Commerce and Industry, Govt. of India.
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		2.	The Institute reserves the right to buy different
			items/quantities from different bidders considering price of
			individual/group of equipment/items or any other factors
			as decided by the Committee.
_	AWARD OF BURCHASE ORDER	1	Discontinuity of the social of his social
2	AWARD OF PURCHASE ORDER	1.	Prior to the expiration of the period of bid validity,
			IITPKD will issue the Letter of Intent / Purchase Order to
		2	the successful Bidder in writing.
		2.	Any amendment(s) in the Purchase Order will be permitted within SEVEN DAYS of its issuance. No amendments
		2	will be permitted beyond this period.
		3.	The Purchase Order will constitute the foundation of the
	COMEDACE ACREMENT	1	Contract.
3	CONTRACT AGREEMENT	1.	Within SEVEN DAYS of receipt of the Purchase Order,
			the successful Bidder shall sign and date its copy on each page and return it to the Purchaser.
		2.	Copy of Purchase Order duly signed and dated by the
		۷.	successful Bidder on each page shall constitute the
			Contract Agreement.
4	CONTRACT DOCUMENTS /	1.	All documents forming part of the Contract (and all parts
"	AMENDMENT TO CONTRACT	1.	of these documents) are intended to be correlative,
			complementary and mutually explanatory. The Contract
			shall be read as a whole.
		2.	The order of precedence of the Contract documents shall
			be as follows:
			(i) Contract Agreement/Purchase Order
			(ii) All Forms/Annexures
			(iii) equipment/items and their requirement
			(iv) Supplier's Bid
			(v) Tender Document
		3.	No amendment or other variation of the Contract shall be
			effective unless it is in writing, is dated, expressly refers to
			the Contract and is signed by a duly authorized
			representative of each party to the Contract.

REGISTRAR

Name of the Item	:	Time Resolved Spectrofluorometer
Quantity	:	1
Warranty Period	:	3 years
Delivery Period (in weeks)	:	12 weeks

TECHNICAL SPECIFICATIONS

S. No.	Items	IIT PKD required Specification			
1.	Time Resolved	The system should be Research Grade Time resolved fluorescence spectrometer with Time Correlated Single Photon Counting (TCSPC)			
	Spectrofluorometer with				
	TCSPC Technique for	detection technique. It should come with Sample Compartment,			
	Fluorescence Lifetime	Emission Monochromator, Detector, Data Acquisition System, and			
	Measurement.	Software for data analysis.			
	a) Excitation Sources:	Pulsed LED with typical pulse width of <1ns or better and			
		maximum Repetition Rate should be 20 MHz			
		1. 280 +/- 10 nm			
		2. 340 +/- 10 nm			
		Pulsed Laser Diodes with typical pulse width of 100 ps or better and			
		maximum Repetition Rate should be 80 MHz			
		1. 405±10 nm			
		2. 470±10 nm			
	b) Sample Chamber:	It should be large sample compartment (cryostat compatible)			
		2 Numbers of 1x1 cm quartz cuvettes should be provided			
		Safety shutters interlocked to lid of sample chamber should be			
		provided.			
	c) Emission	 Motorized monochromator in the emission side. 			
	Monochromator:	Wavelength Range: 200-850nm or better			
		Computer controlled stepper motor-driven diffraction grating			
		position is necessary for automated time-resolved emission			
		spectral (TRES) measurements and choosing the emission			
		wavelength as required for decay measurements.			
		The grating must be blazed at suitable wavelength to achieve			
		best sensitivity.			
		 Adjustable slits should be available. 			
		Computer interface: USB			
	d) Detector:	Fast, cooled, photomultiplier tube detector with power supply			
		Detection Range from 230-850nm or better			
		Dark counts should be less than 100cps (typical).			
	e) Polariser:	Motorized polarisers should be provided for doing Time			
		Resolved Anisotropy Measurements.			
	f) PC and Software:	Suitable software should be provided for Fluorescence Decay			
		Acquisition, Time Resolved Fluorescence Spectra, Quasi-Steady			
		State Spectra (with spectral correction), Multi-exponential fitting			
		of fluorescence decay with standard algorithm(s) and Multi-			
		exponential fluorescence anisotropy fits etc. One standard PC			
		supporting the software to operate the instrument.			

<u>UNDERTAKING BY THE BIDDER</u> (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

We here by accept all the Terms and Conditions of the Tender Document and strictly adhere to the same in the event of getting Purchase order. We also declare that the Technical and Financial Bids submitted by us has NO DEIVATION from the Tender Terms and Conditions.

We hereby accept that the PRICES OF THE EOUIPMENTS/ITEMS OUOTED ARE AS PER THE INCOTERMS 2022 - DDP MODE, HT PALAKKAD AND CLAUSE NO.6 OF THE TENDER DOCUMENT. We hereby undertake that there are _____ pages, serially numbered, in the submitted tender including the supporting documents. (Please serially number all the pages including blank page, if any). We have submitted our principal's exclusive authorization letter which is specific for this tender No. Note: This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority. ANNEXURE-III FALL CLAUSE NOTICE CERTIFICATE (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT) This is to certify that we have offered the maximum possible discount to you in our Quotation dated (Please do not reveal the prices here, which will lead to outright rejection of your bid). The prices charged for the Stores supplied under tender should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Central Govt., /State Govt. Autonomous bodies/Central/state Universities/Central/State Educational Institutions, failing which the "FALL CLAUSE" will be applicable. The institute will look into a reasonable past period to ensure this. In case, if the price charged by our firm is found to be more, IIT Palakkad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier. Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney. ANNEXURE-IV

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT Tender No. _____ To, M/s. Indian Institute of Technology Palakkad Ahalia Integrated Campus, Kozhipara, Palakkad, Kerala 678623 We hereby confirm and declare that we, M/s _____ are not blacklisted/ De-registered / debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.

Note: This letter should be on the <u>letterhead of the quoting firm</u> and should be signed by a Competent Authority.

Company Name and Seal Authorised Signatory

FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

Format for Affidavit of Self-Certification regarding Minimum Local Content in line with "Make in India" Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

Date:	
I/We	S/o, D/o, W/o,
Resident	t of
Hereby	solemnly affirm and declare as under:
Order, 2	vill agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 - ated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any
	local content for all inputs which constitute the said goods/services/works has been verified by me and ponsible for the correctness of the claims made therein.
Tick () and Fill the Appropriate Category
	I/We [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" category.
	I/We [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" category.
	I/We [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is less than or equal to 20% come under "Non-Local Supplier" category.
For and	on behalf of(Name of firm/entity)
	zed signatory (To be duly authorized by the Board of Directors) Name, Designation and Contact No.>
_	n case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate atutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost

accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the

percentage of local content.]