



**GUWAHATI BIOTECH PARK  
TECHNOLOGY COMPLEX, IIT GUWAHATI, GUWAHATI-781039**

**TENDER NOTICE**

**NIT No. GBPIC/8.2.4.1/2020-21/4853 Dated 3<sup>rd</sup> JULY 2021**

Quotations are invited from reputed manufacturers/suppliers or their authorized dealers for supply and installation of Laboratory Equipment for Guwahati Biotech Park Incubation Center. The Tender form/bidding documents may be downloaded from the Institute website [www.guwahatibiotechpark.com](http://www.guwahatibiotechpark.com) and [www.assamtenders.gov.in](http://www.assamtenders.gov.in). Online submission of Bids through [www.assamtenders.gov.in](http://www.assamtenders.gov.in) is mandatory. Those bids which were not submitted in the portal will be rejected. Authority of GBP reserves the right to reject any or all the bids or accept them in part without assigning reason(s) thereof. Further clarification/corrigendum, if any, will be uploaded only on website.

**Sd/-**

**(Kailash Karthik N, IAS)  
Chief Executive Officer**



## Guwahati Biotech Park

Technology Complex, IIT

Guwahati Guwahati- 781 039

Phone: + 91-361-2690228/227, Fax: 0361- 2690227

FILE NO. GBPIC/8.2.4.1/2020-21/4853 DATED 3<sup>rd</sup> JULY 2021

### NOTICE FOR INVITING TENDER THROUGH E-PROCUREMENT

ONLINE BIDS ARE INVITED FROM THE REPUTED FIRMS UNDER TWO BID SYSTEM FOR PROCUREMENT  
FOR SUPPLY, INSTALLATION & COMMISSIONING OF LABORATORY EQUIPMENTS AT  
GUWAHATI BIOTECH PARK INCUBATION CENTER

#### CRITICAL DATE SHEET

Tender No	GPIC/8.2.4.1/2020-21/4853 Dated 3 <sup>rd</sup> JULY 2021
Date of release of Tender through e-procurement	3 <sup>rd</sup> JULY 2021 at 2 PM
Seek Clarification Start Date	3 <sup>rd</sup> JULY 2021 at 3 PM
Seek Clarification End Date	9 <sup>th</sup> JULY 2021 at 3 PM
Bid Submission start date	11 <sup>th</sup> JULY 2021 at 2 PM
Last date & time for submission of bid	23 <sup>rd</sup> JULY 2021 at 2 PM
Date & time for opening of technical bid	24 <sup>th</sup> JULY 2021 at 3 PM
Financial Bid Opening Date	Will be informed later
Address for Communication	The Chief Executive Officer, Guwahati Biotech Park Technology Complex: IIT Guwahati Guwahati -781039, Assam, India

1. The Tender form/bidding documents may be downloaded from the Institute website **[www.guwahatibiotechpark.com](http://www.guwahatibiotechpark.com)** and **[www.assamtenders.gov.in](http://www.assamtenders.gov.in)**. Online submission of Bids through **[www.assamtenders.gov.in](http://www.assamtenders.gov.in)** is mandatory. **Those bids which were not submitted in the portal will be rejected.**
2. Tenderers/Bidders after submission of their bids online through the Portal must submit Hard Copies of all the documents submitted/uploaded in the portal (Except Financial Bid -BOQ) along with a soft copy (in CD/Pen drive) of Technical Bid (only technical specs/details of the goods and services proposed to be supplied under contract) to help in preparation of Comparative Specs. Any discrepancy between bid document submitted in E-portal and hard copy, the E-portal documents shall prevail. The documents should reach at Guwahati Biotech Park, Technology Complex: IIT Guwahati, Guwahati -781039, Assam on or before 2.00 P.M, 23rd July 2021 failing which their tenders/bids will not be considered and their tenders will be rejected.
3. Tenderers/bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
4. More details are available in website [www.assamtenders.gov.in](http://www.assamtenders.gov.in).

Sd-/  
Chief Executive Officer  
Guwahati Biotech Park

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**SECTION - I**  
**NOTICE FOR INVITING TENDER (NIT)**



## Guwahati Biotech Park

Technology Complex, IIT

Guwahati Guwahati- 781 039

Phone: + 91-361-2690228/227, Fax: 0361- 2690227

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PROCUREMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF LABORATORY  
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3. Tenderers/bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

4. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
5. All bidders are required to pay a bid processing fees of **Rs. 2000/- (Rupees Two Thousand only)** and bid security(EMD) (If not Exempted) of the amount mentioned against the item through online in the eProcurement portal itself failing which the bids will be declared nonresponsive.
6. All Government Departments, National Small Industries Corporations (NSIC) or Small Scale Industries (SSI) including MSME is exempted from payment of EMD subject to submission of document of registration as per provisions of the Policy.
7. Bidders need not come at the time of Technical as well as Financial Bid opening at Guwahati Biotech Park, Guwahati. They can view live bid opening after logging in on e-procurement portal at their remote end. If bidder wants to join bid opening at Guwahati Biotech Park, then they have to come with bid acknowledgment slip that is generated after successfully submission of online bid.
8. More details are available in website [www.assamtenders.gov.in](http://www.assamtenders.gov.in).

Sd-/  
Chief Executive Officer  
Guwahati Biotech Park

## SECTION - II

### GENERAL INSTRUCTIONS TO BIDDERS (GITB)

#### 1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

(i) "Purchaser" means the organization purchasing goods and services *as incorporated in the documents*.

(ii) "Bid" means quotation / tender / bid *as received from a firm / supplier*.

(iii) "Supplier" means the individual or the firm supplying the goods and services.

(iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. *which the supplier is required to supply to the purchaser under the contract*.

(v) "Services" means services allied and incidental to the supply of goods, *such as transportation, installation, commissioning, provision of technical assistance, training, after-sales service, maintenance service and other such obligations of the supplier covered under the contract*.

(vi) "Bid Security" (i.e. Earnest Money Deposit) means monetary guarantee to be furnished by a Bidder along with its Bid.

(vii) "Contract" means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) "Performance Security" means monetary guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(ix) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person *as provided in the Contract*, then that "another" person is the consignee, also known as ultimate consignee.

(x) "Specification" means the document/standard that prescribes the requirement *with which product or service has to conform*.

(xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xii) "Day" means calendar day.

(i) "Bid Document" means Bidding Document (i.e. Tender Enquiry Document).

(ii) "NIT" means Notice for Inviting Tender.

(iii) "BOQ" means Bill of Quantity.

(iv) "GITB" means General Instructions to Bidders.

(v) "SITB" means Special Instructions to Bidders.

- (vi) "GCC" means General Conditions of Contract.
- (vii) "SCC" means Special Conditions of Contract.
- (viii) "DGS&D" means Directorate General of Supplies and Disposals.
- (ix) "NSIC" means National Small Industries Corporation.
- (x) "PSU" means Public Sector Undertaking.
- (xi) "CPSU" means Central Public Sector Undertaking.
- (xii) "LSI" means Large Scale Industry.
- (xiii) "SSI" means Small Scale Industry.
- (xiv) "LC" means Letter of Credit.
- (xv) "DP" means Delivery Period.
- (xvi) "BG" means Bank Guarantee.
- (xvii) "ED" means Excise Duty.
- (xviii) "CD" means Custom Duty.
- (xix) "CIF" means Cost, Insurance and Freight.
- (xx) "CIP" means Carriage and Insurance Paid.
- (xxi) "INCOTERMS" means International Commercial Terms.
- (xxii) "RR" means Railway Receipt.
- (xxiii) "BL" means Bill of Lading.
- (xxiv) "FOB" means Free on Board.
- (xxv) "FAS" means Free Alongside Ship.
- (xxvi) "FOR" means Free On Rail.
- (xxvii) "GBP means Guwahati Biotech Park"
- (xxviii) "GBPIC means Guwahati Biotech Park Incubation Center"
- (XXIX) "DDP means Delivered Duty Paid Basis"

## 2. Introduction

2.1. The Tender will be governed by the "Notice Inviting Tender (NIT), "Instruction to Bidders", "General Conditions of contract" and Annexures from I to X of tender document. Deviation/Exceptions to the clauses, if any should be explicitly recorded. The bid documents are not transferable and the firm's seal and signature of the authorized official must appear on all the papers and envelopes submitted. Tenders must be submitted separately for each item along with EMDs. Combined tenders submitted for more than one item together will be summarily rejected. However tender processing fee is one-time submission only.

2.2. Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bid documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bid documents may result in rejection of its Bid.

## 3. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language *provided the same is accompanied by an English translation* and, for purposes of interpretation of the Bid, the English translation shall prevail.



#### 4. Eligible Bidders

This invitation for Bids is opened to all suppliers who fulfill the eligibility criteria specified in these documents.

#### 5. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or other countries. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

#### 6. Bidding Expense

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Bidding process.

#### 7. BIDDING DOCUMENTS

7.1 In addition to Section I – “Notice for Invitation Tender (NIT), the Bidding documents include:

Section II	General Instructions to Bidders (GITB)
Section III	General Conditions of Contract (GCC)
Section IV	List of Requirements
Section V	Technical specifications
Section VI	Tender form
Section VII	Price schedule
Annexure I	Price Schedule for Goods Being Offered from Abroad
Annexure II	Price Schedule for Goods Being Offered from India
Annexure III	Tender acceptance letter
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Annexure IX	Bid form
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7.2 The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

#### 8. Amendment to Bidding Document

8.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the

bidding documents by amendment(s)/Corrigendum. The changes/modifications/Corrigendum would be hosted in the official website of GBP and E-portal only. Prospective bidders are requested to visit the above site regularly before submitting their bids to take cognizance of the amendment(s)/Corrigendum.

8.2 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, Guwahati Biotech Park may, at its discretion, extend the deadline for the submission of bids.

## **9. Clarification of Bidding Documents**

A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or e-mail(ceogbp@guwahatibiotechpark.com). The purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than the time given in the critical date sheet prior to the deadline for submission of bids prescribed by the purchaser.

## **10. PREPARATION OF BIDS**

10.1 Document Comprising the Bid (The firms are required to upload scanned copies of the following documents in the e-PORTAL): -

**i) Technical Bid: (Scanned copies of the following documents should be uploaded in the e-Portal and Hard Copies of All the uploaded Documents as listed below should be submitted physically on or before closing date and time of the Tender)**

- Copy of Tender Processing Fees and Copy of EMD/NSIC CERTIFICATE IF EXEMPTED FROM EMD
- Copy of GST Registration Certificate
- Copy of PAN/TAN Card
- Copy of Firm Registration Certificate.
- Detailed Technical Specification of the Item including AMC/CMC
- Product Catalogue AND Broucher
- Copy of Duly filled Tender Form as per Tender Document (Section VI)
- Duly filled Annexure-III to X as per Tender Document.
- Documentary evidence established in accordance with clauses that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

**ii) Financial Bid: -**

**Price Bid as BoQ .xls** shall be uploaded in the e-portal in the prescribed format only.

**(Hard Copy of BOQ need not to be submitted Separately)**

## **11. Bid Currencies**

11.1 Unless otherwise specified, the Bidder shall quote only in Indian rupees.

11.2 Where the Bid condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees, if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

11.3 Bids, where prices are quoted in any other way shall be treated as un-responsive and rejected.

**12. Bid Prices:** The bidders shall indicate on the appropriate price schedule, the net unit prices (wherever applicable). Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account. Discount, if any, should be merged with the quoted prices.

12.1 The Bidder shall quote in the financial bid provided in the excel sheet (BOQ) all the specified components of prices shown therein of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.

12.2 If there is more than one schedule in the List of Requirements, the Bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule, failing which the Bid for that schedule shall be treated as unresponsive and ignored.

12.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price/Financial Bid (BOQ).

12.4 While filling up the columns of the price schedule, the following aspects should be noted for compliance: -

12.4.1 For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner: -

a) the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, *as applicable, including all taxes and duties like sales tax, VAT, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.*

b) Any sales or other taxes and any duties including GST, excise duty, *which will be payable on the goods in India, if the contract is awarded.*

c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination *as specified in the List of Requirements*

And

d) The price of incidental services, as and if mentioned in List of Requirements.

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

a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIP specified place of destination in India as indicated in the List of Requirements.

b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.

c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements.

And

d) The charges for incidental services, as and if mentioned in the List of

**Note:** Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra

cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, etc. GBP will not take responsibility towards this. Bidders are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits; the purchaser will not compensate the bidder. Bids, which do not conform, to this provision will be treated as non-responsive and rejected. If the Bidder desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

12.5. Bidder will have to bear all Income Tax liability both corporate and personal tax. Bidders should also bear the GST liability.

12.6. Exemption certificates as applicable will be issued against receipt of Order Acknowledgement.

12.7 The institute shall provide Certificate Issued by the Head of the Institute for claiming concessional CGST/SGST in respect of Goods procured by a public funded institution for research purpose only.

### **13. Agents and services facilities in India-**

13.1. If a foreign bidder has engaged an agent in India, it will be required to give the following details in the bid:

- i) The name and address of the Indian agent with their permanent income tax number;
- ii) What services the agent renders and;
- iii) The amount of remuneration for the agent included in the FOB component of the bid price.

13.2. The Agency Commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian Rupees using the Telegraphic Transfer Buying Rate of exchange ruling on the date of award of Contract and shall not be subject to any further exchange variation.

### **14. Documents Establishing Bidder's Eligibility and Qualifications**

14.1 Pursuant to GITB clause, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract, if its Bid is accepted.

14.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements: -

a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in this document.

b) The Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria.

c) In case the Bidder is not doing business in India, it is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts

and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

14.3 The bidder must possess, prior to the deadline for submission of bid, minimum experience of executing such supply in laboratories or reputed institutes for last Three years and successfully accomplishing each of the activities supply, Installation, testing and commissioning. The claim shall be supported by necessary detailed documentary evidence (copy of Supply order/Contract, installation report etc.) in respect of the equipment supplied. The Vendor must have local contact / service center (Office/Dealers etc.) situated at nearest City preferably in Assam and OEM must have local support center in eastern part of India. The same must have a well-trained team of Service personals.

Experience shall be cited in the proforma at **Annexure-VI**. Capabilities with respect to personnel, equipment and manufacturing facilities, financial statements through latest I.T.C.C., Annual report (Balance sheet and Profit & Loss Account) of last 3 years, the quantity, delivery and value requirement shall be kept in view, while deciding eligibility (Documents to be uploaded).

14.4 Bids from companies/agents against whom there are past records of bad performance/service to the institute will not be accepted unless there is enough evidence that the company/agent subsequently improved its performance.

14.5 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

## **15. Documents establishing Good's Conformity to Bidding Document**

15.1. The Bidder shall provide in its Bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the Bid fully conform to the goods and services specified by the purchaser in the Bidding documents. For this purpose, the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bid documents to establish technical responsiveness of the goods and services offered in its Bid.

15.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its Bid (Annexure-VII).

15.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**Note:** For purposes of the commentary to be furnished to clause 15.1 above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its '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 bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.

## **16. Bid Security (i.e. Earnest Money Deposit)**

16.1 Pursuant to GITB 10, the Bidder shall furnish along with its Bid, the Bid Security / earnest money for amount as shown in the List of Requirements. The Bid Security / earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 16.6 below.

16.2 The Bidders, who are currently registered and, also, will continue to remain registered during the Bid validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi or Small Scale Industries (SSI) including MSME are exempted from furnishing Bid Security / earnest money subject to submission of document of registration as per provisions of the Policy.

16.3 The Bid Security / earnest money shall be denominated in Indian Rupees.

16.4 The Bid Security / earnest money shall be furnished through online payment only.

16.5 Unsuccessful Bidders' Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.

16.6 Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid *in any respect* within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.

## **17. PERIOD OF VALIDITY OF BID**

17.1 Bid shall be valid for acceptance for a period of 120 days (One Hundred Twenty days) from the date of opening as indicated in the " **Notice for inviting tender** " and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the GBP may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof.

## **18. Submission of Bids**

The bidders must upload their bids online as per the details instructions given in the website **[www.assamtenders.gov.in](http://www.assamtenders.gov.in)**. The Bidders must ensure that they upload their Bids not later than the closing time and date specified for submission of Bids.

## **19. Late Bid**

As e-procurement system is adopted, the bidders are requested to upload their bids before the prescribed last date as given in the critical date sheet of NIT. Hard Copy of all the uploaded documents should also reach within the prescribed dates.

## **20. Alteration and Withdrawal of Bid**

20.1 The Bidder, after submitting its Bid, is permitted to alter / modify its Bid so long as such alterations/modifications are received duly signed, sealed and marked like the original Bid, within the deadline for submission of Bids. Alterations /modifications to Bids received after the prescribed deadline will not be considered.

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

## **21. Opening of Bids**

21.1 The purchaser will open the Bids at the specified date and time indicated in the critical date sheet of NIT. In case the specified date of Bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

21.2 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them the acknowledgement receipt of the bids uploaded. The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.

21.3 During the Bid opening, the Bid opening official(s) will read the salient features of the Bids like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the Bids, as deemed fit by the Bid opening official(s). Only the technical bids shall be opened by the Bid Opening Officials and the bid Opening Committee shall prepare a summary indicating the numbers of bids received and upload in the e-Portal for Technical Bid Evaluation of the Tender.

## **22. Scrutiny and Evaluation of Bids**

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

## **23. Preliminary Scrutiny of Bids**

23.1 The Bids will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding document. The Bids, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

23.2 The following are some of the important aspects, for which a Bid may be declared unresponsive and ignored;

- (i) Bid is unsigned.
- (ii) Bidder is not eligible.
- (iii) Bid validity is shorter than the required period.
- (iii) Required BID SECURITY has not been provided.
- (iv) Required warranty is shorter than as mentioned.
- (v) Bidder has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) Goods offered are sub-standard, not meeting the required specification etc.
- (viii) Bidder has quoted variable price against the requirement of firm price.
- (ix) Delivery period quoted by the Bidder is beyond the required period projected in the Bidding document.
- (x) Against a schedule in the List of Requirement (incorporated in the Bidding), the Bidder has not quoted for the entire requirement as specified in that schedule.
- (xi) Bidder has not agreed to essential condition(s) specially incorporated in the Bidding.

23.3 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to

the Bidder by registered/speed post/email etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

23.4 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

## **24. Discrepancy in Prices**

24.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

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

24.3 If there is a discrepancy between the amounts express in words and figures, the amount in words shall prevail, subject to sub clause 24.1 and 24.2 above.

24.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a Bid, the same will be suitably conveyed to the Bidder by registered / speed post/email. If the Bidder does not agree to the observation of the purchaser, the Bid is liable to be ignored.

## **25. Qualification Criteria**

Bids of the Bidders, who do not meet the required qualification criteria prescribed, will be treated as unresponsive and will not be considered further.

## **26. Schedule-wise Evaluation**

In case the List of Requirements contains more than one schedule, the responsive Bids will be evaluated and compared separately for each schedule. The Bid for a schedule will not be considered if the complete requirement prescribed in that schedule is not included in the Bid. However, as already mentioned clause above, Bidders have the option to quote for any one or more schedules.

## **27. Evaluation and comparison of bids**

27.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive, pursuant to clause mentioned above and technically acceptable.

27.2 The comparison shall be of "F.O.R" (DDP) basis, on site delivered and commissioned at Guwahati Biotech Park Incubation Center.

27.3 The purchaser's evaluation of bid will take into account, in addition to the bid price and the price of incidental services, the following factors indicated below and in the 'Technical Specifications':

- a) Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site,
- b) the cost of components, spare parts and service,
- c) the cost of installation and commissioning,



- d) the cost of guarantee/warranty and
- e) The cost of CMC/AMC

## **28. Contacting the Purchaser**

28.1 From the time of submission of Bid to the time of awarding the contract, if a Bidder needs to contact the purchaser for any reason relating to this Bidding and / or its Bid, it should do so only in writing.

28.2 In case a Bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the Bid of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

## **29. Purchaser's Right to accept any Bid and to reject any or All Bids**

The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

## **30. Award Criteria**

30.1 Subject to the clauses mentioned, the contract will be awarded to the lowest evaluated responsive Bidder decided by the purchaser.

30.2 In the event, the bid validity is found expired at the time of releasing the order, GBP will ask the successful bidder (L1) to extend the validity of their bid price till the confirmation of order.

## **31. Purchaser's right to vary quantities at time of award.**

Normally quantity in orders shall be as mentioned in the in the schedule (s) in the "List of Requirements." However, GBP reserves the right to vary the quantity at the time of placing the orders without changing the unit rates & other terms.

## **32. Notification of Award**

Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or email (to be confirmed in writing by registered letter) that its Bid has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Bidder must furnish to the purchaser the required performance security within twenty-one days from the date of this notification. The notification of award shall constitute the conclusion of the contract.

## **33. Issue of Contract**

Within fifteen days from the date of the contract, the successful Bidder will return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

## **34. Non-receipt of Performance Security and Contract by the Purchaser**

Failure of the successful Bidder in providing performance security and / or returning contract copy duly signed in terms of clauses above shall make the Bidder liable for forfeiture of its BID SECURITY and, also, for further actions by the purchaser against it.

## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

1.1 The **General Conditions of Contract incorporated** in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V of this document. The Bidders shall also note the same.

#### **2. Use of contract documents and information**

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

#### **3. Patent Rights**

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

#### **4. Country of Origin**

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

#### **5. Performance Security**

5.1 Within **twenty-one days after** the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to 10% (**Ten per cent**) of the **total value of the contract**, valid up to **sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations**.

5.2 The Performance security shall be denominated in the currency of the contract or in Indian Rupees and shall be in the form of **Bank Guarantee** issued by a **Nationalized/Scheduled bank in India**, in the prescribed form as provided in this document.

5.3 In the event of **any loss** due to supplier's failure to fulfill its **obligations** in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.

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

5.5 Subject to GCC sub-clause 5.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

## **6. Technical Specifications and Standards**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification'.

## **7. Packing and Marking**

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

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

7.3 Packing instructions:

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

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

## **8. INSPECTION/TESTING & ACCEPTANCE OF MATERIAL**

Inspection of material will be carried out by the competent personnel appointed by GBP. The material will be accepted only after the same has been found satisfactory after inspection and duly signed and sealed by the inspecting authority on completion of Installation & commissioning. The supplier shall ensure that the material to be supplied against this CONTRACT shall be individually inspected, tested and analyzed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Supplier should provide Inspection report/ or Quality Assurance certificate from Manufacturer at the time of inspection.

## **9. Delivery and documents**

9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

9.2 For goods being supplied from within India the supplier has to furnish the following documents:

- a. Three copies of Invoice in original indicating inter-alia description of goods, specifications, quantity, unit price, GST wherever applicable and total amount etc.
- b. Packing list
- c. Certificate of country of origin
- d. Insurance certificate wherever applicable
- e. Railway receipt/Consignment Note
- f. Manufacturer's Warranty certificate &
- g. Any other document as per the terms of contract.

Within 24hrs of dispatch, the supplier has to intimate the dispatch details to the purchaser through email/fax/courier etc.

9.3 For goods being supplied from abroad: Within 24hrs of dispatch, the supplier shall notify the purchaser the complete details of dispatch through email/fax and supply the following documents by courier/registered post etc.

- a. Three copies of Invoice in original giving full details of goods supplied as per order
- b. Packing list
- c. Certificate of country of origin
- d. Insurance certificate wherever applicable
- e. Manufacturer's Warranty certificate
- f. Airway Bill/Bill of lading indicating date of shipment, port of loading & Port of discharge
- g. Name of the Vessel/Carrier
- h. Approximate date of arrival and any other document as per terms of the order.

The supplier shall mail the related documents to the purchaser and authorities as indicated against each immediately on shipment. Also the supplier has to provide the details of their clearing & forwarding agent (CHA) to furnish the custom clearing documents in a manner to avoid demurrage or warehouse charges at Airport. The above documents shall be received by the purchaser and other authorities mentioned above at least one week before the arrival of goods at the port of discharge and, if not received, the supplier will be responsible for any consequential charges/expenses.

## **10. TRANSIT INSURANCE**

10.1 Both foreign & indigenous supplier has to insure the consignment against all risk such as theft, loss or damage during transit. In the event of a claim on Insurance companies, the supplier has to co-ordinate with the purchaser giving full details of dispatch to lodge a complaint. The consignment will be opened in presence of supplier's representative to ascertain any loss or damage.

10.2 Both foreign & indigenous contracts for delivery of goods to site, the insurance shall be obtained by the supplier, if considered necessary, in an amount equal to 110% of ex-works value of goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strike clause.

## 11. Transportation of Goods

11.1 For indigenous Supplier the entire job comprising delivery & installation has to be done at Guwahati Biotech Park within 45 days from the date of the order. In case of any damage or late delivery, the Administration of GBP reserves the right not to accept the consignment.

11.2 In case of imported item, the shipment has to be delivered at Guwahati Biotech Park, Technology complex, IIT Guwahati within 45 days from the date of establishment of LC.

11.3 For purchase order placed on CIP/CIF, basis, the vendor must take necessary steps for custom clearance at Air/Sea Port and arrange to make door delivery of the equipment at Guwahati Biotech Park at their own cost. Guwahati Biotech Park will arrange to provide necessary custom clearing documents and road permit as and when necessary. No other delivery term shall be accepted.

11.4 While transshipment will be allowed, part shipment will not be allowed.

## 12. Incidental services

12.1 As specified in the contract form, the supplier may be required to provide any or all of the following services:

- a) Performance or supervision of on-site assembly and/or startup of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods
- d) Performance or supervision of maintenance and/or repair of the supplied goods, for the period of warranty specified in the contract form, provided that this service shall not relieve the supplier of any warranty obligations under the contract and;
- d) Conduct of training of the purchaser's personnel, at the supplier's plant and/or onsite (as specified in the bidding documents), in assembly, start-up, operation, maintenance and/or repair of the supplied goods. This cost shall be included in the contract price.

12.2 Prices charged by the supplier for the preceding incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 13. Spare parts

**13.1** If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) the spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) in case the production of the spare parts is discontinued:
  - i) **Sufficient advance notice to the purchaser before such discontinuation to provide** adequate time to the purchaser to purchase the required spare parts etc., and
  - ii) immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

**13.2** Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

#### **14. Warranty**

14.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

14.2 The warranty shall remain valid for 36 months from the date of installation or as specified along with the technical specification. The warranty shall cover all items (i.e. the equipment and its spares, UPS, Computer, Printer etc.) except consumables required for installation of the equipment.

14.3 The warranty on the associated software should cover providing the upgraded versions at free of cost during the warranty period.

14.4 Should any defects be noticed in work, within warranty period GBP shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 2 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective material at site without any cost to GBP within a reasonable period. GBP shall be free to take such corrective action as may be deemed necessary at suppliers' risk and cost after giving notice to the supplier.

14.5 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination and the supplier shall take over the replaced parts/goods after providing their replacements. No claim whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

14.6 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

14.7 If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

14.8 In case defects are of such nature that material shall have to be taken to suppliers' works for rectification etc., supplier shall take the MATERIAL at his costs after giving necessary undertaking. Material thereof replaced shall have further warranty for a period of as specified earlier from the date of acceptance.

#### **15. Modification of contract**

15.1 A change order will be initiated only in case (i) GBP directs the supplier in writing (amendment/revision), to include any addition to the Scope of Work covered under this CONTRACT or

delete any part of the scope of the work under the CONTRACT (ii) supplier requests to delete any part of the order which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by GBP and for which cost and time benefits shall be passed on to GBP.

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

## **16. Prices**

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract except for any price adjustment authorized.

## **17. Taxes and Duties**

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

17.2 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.

## **18. PAYMENT SCHEDULE**

### **A. Payment for domestic goods and services**

18.1 Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through Letter of Credit) after successful installation of the equipments and on production of all the necessary documents as required.

18.2 The Invoice raised by the Supplier shall be addressed to Chief Executive Officer, Guwahati Biotech Park Incubation Centre, Technology complex, IIT Guwahati, Guwahati-781039 in quadruplicate. In case of indigenous supplier bills shall be submitted by the vendor on completion of INSTALLATION. Payment against clear undisputed invoice/bills submitted by the vendor will be made by GBP within 30 working days from the date of submission of bill/invoices, complete in all respects, generally through A/c payee cheque /NEFT/RTGS. In case payment is required by DD, the draft commission will be deducted from bill amount. All applicable taxes and penalties will also be deducted from the bill at source. GST/TDS Deduction at source as per Order/notification of the Govt. of India will be applicable.

### **18.3 Please note as per Organization's norm advance payment is not allowed for indigenous purchase.**

However, the following payment options for domestic goods and services in Indian rupees may be considered in the following manner:

- (i) **Advance payment Against Bank Guarantee: 90% of the price will be paid in advance against equivalent bank guarantee** from a scheduled bank provided by the supplier/Indian Agent. The remaining 10% shall be released only after receipt and acceptance of materials in good condition or after satisfactory installation and commissioning of the equipment.

OR

- (ii) **Payment Against Proof of Despatch:** 90% of the price will be paid against delivery with receipt of proof of dispatch such as AWB, Invoice, Packing List, Insurance certificate, etc. The remaining 10% shall be released only after receipt and acceptance of materials in good condition or after satisfactory installation and commissioning of the equipment.

**B) Payment for imported goods:**

Payment of foreign currency portion shall be made in the currency specified in the contract in the following manner:

- i) On shipment: 90% of the contract price shall be paid through irrevocable Letter of Credit established in favor of the foreign supplier through the Purchaser Bank on a bank in the supplier's country, on submission of proof of dispatch such as AWB, Invoice, packing List, Insurance certificate etc.
- ii) The remaining 10% shall be released only after receipt of satisfactory installation & commissioning report of the equipment.

**c) Payment for incidental services including supervision:**

The charges for incidental services including supervision, if provided for separately in the contract, shall be paid in Indian rupees after the said services have been performed to the satisfaction of the purchaser in accordance with the requirements of the contract.

**19.Operation of the letter of Credit**

19.1 Where payments are to be effected through letter of credit, the same shall be subject to the regulations of the Reserve Bank of India.

19.2 The letter of credit will be confirmed at supplier's cost if requested officially by the supplier.

19.3 If letter of credit is required to be extended/reinstated for reasons not attributed to the purchaser, the charges thereof shall be to the supplier's account.

**20.Currency of Payment**

The cost of imported goods, which are **directly imported against the contract**, may be quoted in RBI's notified basket of foreign currencies as per availability in the website [www.assamtenders.gov.in](http://www.assamtenders.gov.in). which shall be paid accordingly in that currency (currencies); and the portion of the allied work, services and supplies, which are to be undertaken in India (like installation and commissioning of equipment, accessories sourced locally) are to be quoted and paid in Indian currency.

**20.1 Exchange Rate Variation:**

a) For the purpose of bid evaluation, for imported goods which are quoted in foreign currency, the quoted price shall be converted in to Indian Currency (i.e. INR) at the exchange rate prevailing on the date of bid opening that shall be called as base exchange rate.

b) The applicable exchange rates as above will be according to the TT selling rates of exchange as quoted by authorised exchange bankers approved by RBI on the date in question.

c) In case of imported goods, which are directly imported against the contract and which is quoted in foreign currency, the government shall not bear any additional cost due to foreign exchange rate variation up to 5% from the base exchange rate (date of bid opening) and date of actual payment. However, in the



event of foreign exchange rate variation beyond 5%, the additional cost above 5% shall be borne by the purchaser.

d) Under no circumstances the supplier shall be paid more than the price quoted in foreign currency for the imported equipment/component.

20.2 The paying authority on submission of claim by the supplier shall make payments promptly.

20.3 The currency or currencies in which payment is made to the supplier under the contract shall be specified in the contract subject to following general principle: "payment will be made in the currency or currencies in which the contract price has been stated in the supplier's bid as well as in other currencies in which the supplier had indicated in its bid that it intends to incur expenditures in the Performance of the contract and wishes to be paid."

20.4 No payments will be made without the written authority of the purchaser.

## **21. GENUINE PRICING**

21.1 No bidder is entitled to quote a price in the financial bid for the item(s) which is more than the price at which the same bidder has supplied equipment with similar specification to any agency (s) in government or private sector in last one year. The supplier shall be liable for blacklisting including forfeiture of the security deposit in case it is discovered by the Purchaser at a later date of such instances.

21.2 The bidder shall also be liable to refund the differential amount to the purchaser in case it sales the same item to any other agency(s) in government or private sector at a price lower than the current discovered price during one year subsequent to the signing of contract or finalization of rates.

## **22. Delays in the supplier's Performance & Liquidated damages**

22.1 If at any time during the Performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and Performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for Performance, in which case the extension shall be ratified by the parties.

22.2 Time and date of supply & completion of Installation shall be the essence of the CONTRACT. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% as detailed below:

- @ 1% to one week
- @ 2.5% upto two weeks
- @ 5% upto three weeks
- @ 10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week.

## **23. Termination of Default**

### **23.1 Default is said to have occurred**

- If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by GBP.
- If the supplier fails to perform any other obligation(s) under the contract

23.2 If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of default notice from **CEO, Guwahati Biotech Park** (or takes longer period in spite of what GBP may authorize in writing), GBP may terminate the contract/purchase order in whole or in part and forfeit the EMD as applicable. In addition to above, GBP may at its discretion also take the following actions: GBP may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate GBP for any extra expenditure involved towards goods and services obtained.

## **24. FORCE MAJEURE**

24.1 The supplier shall not be liable for failure to perform its obligations under the contract in the event of Force Majeure. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the supplier, Flood and Acts and Regulations of respective government of the two parties, namely GBP and the supplier.

24.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, GBP shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

## **25. Applicable Law & Arbitration (both foreign & indigenous)**

25.1 The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of competent Court & forum in Guwahati, India only.

25.2 In case of dispute or difference arising between Purchaser and a Supplier, such disputes shall be settled in accordance with rules and provision under the **Indian Arbitration & Conciliation Act., 1996**.

25.3 Any dispute arising out of this purchase shall be referred to the CEO, Guwahati Biotech Park, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an arbitrator, who should be acceptable to both the parties, to be appointed by the CEO, GBP. The decision of such arbitrator shall be final and binding on both the parties.

25.4 In case any dispute arising in between purchaser and a foreign bidder cannot be settled under the provision mentioned above, such disputes shall be settled in accordance with the provision of UNCITRAL (United Nations Commission on International Trade law).

## SECTION IV: LIST OF REQUIREMENT

### Part-I

SI No	Brief Description of Goods	Installation site	Schedule of Requirement	Delivery/Installation/Commissioning Period	Bid Security Amount
1.	Spray Dryer	Guwahati Biotech Park Incubation Centre, Technology Complex, IIT-Guwahati Guwahati - 781039 Assam	1(one)	Maximum 45 days however, Bidders may quote earliest delivery/Installation /Commissioning period.	₹ 15000.00
2.	Vacuum Tray Dryer (48 Trays)		1(one)		₹ 12000.00
3.	Atomic Absorption Spectroscope		1(one)		₹ 100000.00
4.	Centrifuge		1(one)		₹ 20000.00
5.	Soxhlet		1(one)		₹ 12000.00
6.	Kjeldahl		1(one)		₹ 15000.00
7.	Tray Dryer		1(one)		₹ 12000.00
8.	Amino Acid Sequence Analyser		1(one)		₹ 100000.00
9.	Real Time PCR		1(one)		₹ 40000.00

### Note:

1. Tenderers/Bidders after submission of their bids online through the Portal must submit Hard Copies of all the documents submitted/uploaded in the portal (Except Financial Bid -BOQ) along with a soft copy (in CD/Pen drive) of Technical Bid (only technical specs/details of the goods and services proposed to be supplied under contract) to help in preparation of Comparative Specs. Any discrepancy between bid document submitted in E-portal and hard copy, the E-portal documents shall prevail. The documents should reach at Guwahati Biotech Park, Technology Complex: IIT Guwahati, Guwahati -781039, Assam on or before 2.00 P.M, 23<sup>rd</sup> July 2021 failing which their tenders/bids will not be considered and their tenders will be rejected. Guwahati Biotech Park shall not be held responsible for any postal delay.
2. All the materials should be well packed to avoid any breakage during transit.
3. The responsibility for providing after sale service would rest on the Principal equipment supplier.
4. The Principal shall be solely responsible for warranty period and CMC/AMC period for maintenance of the equipment even if there is any change in the Indian Agent during the above period.
5. The warranty shall be as per clause mentioned above. But if period as per Technical Specification is more than that will be applicable. This period shall apply to all relevant clauses of bidding documents.
6. **Bidders shall submit their bids in two parts as per clause Section-II – Instruction to Bidders.**
7. **Bidders shall submit their Performance statement as per Qualification Criteria along with certificate from the users and copy of the orders for the equipment quoted.**
8. **Bid security (EMD) to be furnished as per GITB clause.**

### PART-II: SCOPE OF INCIDENTAL SERVICES:

A. Installation, Commissioning, Demonstration, on-site training, Performance Supervision of on-site assembly, Start-up and Turnkey of the supplied Goods. The payment for Turnkey charges will be made in Indian Rupee only as per terms of payment for incidental services as per clause mentioned above in Bidding Documents.

B. Furnishing of a detailed Operations and Maintenance Manual for each appropriate unit of the supplied Goods.

**PART-III: TERMS OF DELIVERY**

**Consignee: Chief Executive Officer**

**Destination: Guwahati Biotech Park, Technology Complex, IIT Guwahati, Guwahati-781039**

**SECTION-V**  
**TECHNICAL SPECIFICATION**

**1. SPRAY DRYERS**

- Complete equipped with 1 set of Spray Cylinder, Drying Chamber, Cyclon Separator, Scrubber pot, Collection bottle and a Collection Chamber.
- Main Voltage: 200-230V/50-60Hz,
- Evaporation Capacity: 1.5-2 L/hr H<sub>2</sub>O max
- Suitable Aspiration Blower Capacity: 110-130 Nm<sup>3</sup>/hr max or better
- Temperature of drying air: Ambient-250°C or Better
- Accuracy:  $\pm 1^{\circ}\text{C}$
- Heater Capacity: 2.5-3.2 KW
- Suitable Compressed air for spay flow (Oil Free Compressor)
- Nozzle: Two-fluid, co-current, SS-316L, 0.7mm with Auto-De-Blocking Device & option of variable nozzle apertures.
- Material of construction: Product Contact Parts & Main Stand: SS
- Heating Apparatus: Borosilicate Glass, Interconnecting Parts: Teflon, Silicon, Alkathene etc.
- Software: PC based software for on line control & monitoring of Lab Spray Dryer.
- Communication link between the Lab spray dryer & the PC through RC232 serial port.
- All the devices & functions of spay dryer should be controlled & monitored from the PC
- The set of process parameters along with the Graph, collectively called as a Recipe, should be saved to & retrieve from the PC memory & can be printed.

**Accessories:**

- Counter Current Nozzle
- Variable Nozzle apparatus- 0.5, 1.0, 1.5mm
- Three-Fluid Nozzle
- Ultrasonic Nozzle
- Twin-Cyclone Attachment
- Nitrogen Inert Loop
- Hot Melt System
- Scrubber for sub-micron particle collection spray congealing attachment etc.
- Inlet air HEPA filter and an outlet filter With exhaust tube.
- Warranty: 3 Years from the date of Installation.

## **2. VACUUM TRAY DRYER (48 TRAYS)**

- Should be double walled, mounted on sturdy frame.
- Inner made of thick G.I./PCRC Sheet duly painted with high temperature aluminium Paint, outer made of heavy duty PCRC duly primer coated and enamel painted.
- Should have Insulation between inner and outer wall to prevent any heat loss.
- Should be provided with double walled door with a system to prevent its opening.
- Should be provided with brackets to support the heavily laden trays at different heights.
- Temp. range should be from ambient to 130°C or higher
- Accuracy should be  $\pm 3^{\circ}\text{C}$ .
- Should be controlled by digital temperature indicator cum controller.
- Should work on 220V 50HZ single phase.
- Should have 48 Trays.
- Air circulating fan
- Automatic fan - on /off functioning
- Explosion vent
- Silicon transparent gasket for door or better.
- Construction and finish as per cGMP standard
- Drain valve for Vacuum chamber and Receiver
- Suitable noise free vacuum pump for the system condition.
- The vacuum chamber to be tested for leaks under vacuum.
- TESTING: The vacuum dryer shelves should be hydro-tested under standard conditions.
- Warranty: 3 Years from the date of Installation.

### 3. Atomic Absorption Spectrophotometer

Fully Automated Integrated Flame and Graphite true double beam Atomic Absorption Spectrophotometer for real sequential multi element analysis with Hydride Generator. The Atomic Absorption Spectrometer should be true optically double beam with permanently aligned dual atomizers. Should have capability to use both flame and furnace mode of operation from one PC-controller for convenient operation.		
Sl.No	Item	Description
1.	System	It supports both flame analysis of high concentration samples and furnace analysis of trace samples, without changing the atomizer unit.
2.	Optics	Fully sealed and vibration free optical system with special light proof cover & reflecting optics. Double beam Automatic Wavelength and Slit Selection.
3.	Monochromator	Monochromatic with dispersive element having line density of 1600 lines/mm with minimum focal length of 250 mm or better and automatic wavelength correction of Echelle / Ebert, Czerny-Turner, or equivalent.
4.	Wavelength Range	190 – 900 nm
5.	Slits	Adjustable slit software selectable 0.2 to 1.0 nm or better
6.	Wavelength Accuracy	± 0.15nm or better
7.	Detector	Solid State/PMT (Photomultiplier) or better
8.	Detection Limit	Minimum absorbance of >0.95 Abs for 5.0 ppm Cu (Copper).
9.	Background Correction	The system shall have simultaneous real-time background correction, lamp intensity and spectral interferences without loss of real measurement time and sensitivity, complete correction of structured background with Deuterium Arc/Self Reversal for flame. Zeeman BGC with Graphite Furnace over the wave length range form 190-900 nm.
10.	Lamp Support (Turret)	Minimum eight lamps with automatic aligning turret selection & control by computer for both flame and furnace with preheating facility.
11.	Burner	Single or separate Corrosion (both Inorganic and organic acids/solvents-Preferable- Titanium Burner) resistant burner for Air-Acetylene and Acetylene -Nitrous Oxide gases automatic optimization of burner height & Flame ignition.
12.	Nebulizer	Corrosion resistant to all acids and solvents.
13.	Hollow Cathode Lamps	Data Coded Single Elements HCL/EDL/Super Lamps for Ag, Al, Au, Bi, Ca, Cd, Co, Cr, Cu, Fe, Mg, Mn, Mo, Ni, Pb, Pt, Sb, Si, Te, W, Zn shall be offered along with the system having minimum life period of 5000 mA/h lifetime guarantee or better
14.	Graphite furnace	Drying: Digital current control (with automatic temperature calibration function) Ashing Atomization: Digital temperature control via optical sensor Heating temperature range: Ambient to 3000 °C or better Inner gas type: Dual automatic switching type Safety systems: Water Flow Sensor, Oven Temperature Sensor, and Broken Graphite Tube Protection. Graphite tubes shall be Pyrolytically coated The PC controlled heating program shall be offered for multitude heating method choices. Also the system shall have good optical temperature control to ensure rapid heating and enhancing life of the graphite tube.
15.	Graphite Tube	High-density graphite tube

		Pyro-coated graphite tube Platform tube
16.	<b>Hydride generator</b>	Software controlled Generator for analysis of As, Se, Hg etc. It should come with an integrated mass flow controller.
17.	<b>Autosampler</b>	System: Permits both flame and furnace analysis. Function: Zero-point detection, auto rinse, auto diagnosis, random access, automatic concentration/dilution/modification during the injection. Auto sampler shall load $\geq 60$ samples including standards, blanks and modifiers (or any other) in suitable vials. Auto sampler shall allow for programmable injection temperature and rate.
18.	<b>Air compressor</b>	It should imported, Oil free, Noiseless with moisture trap and air Purifier suitable for the quoted AAS.
19.	<b>Cooling water circulation unit</b>	A closed circuit, computer controlled cooling system. The system should be provided with a suitable imported water cooling device.
20.	<b>Exhaust Hood</b>	Supply and installation of SS hood with fan and other Fittings suitable for the quoted AAS. Duct CSA: Compatible with the outlet of instrument.
21.	<b>Standards</b>	100 ml certified standard solutions of 1000 ppm concentration for all elements to be supplied.
22.	<b>Safety system</b>	Safety inter locks for Burner, Pressure relief Bung, Flame shield , flame Operation, Spray Chamber , Gas Oxidant pressure, trap, gas leak check etc
23.	<b>Gas Cylinder</b>	<ul style="list-style-type: none"> <li>• One Acetylene and one N<sub>2</sub>O Cylinder with suitable double stage SS regulator.</li> <li>• One nitrous oxide filled gas cylinders (47L) filled with gases, with necessary tubing, connectors and double stage SS gas regulator with heater.</li> <li>• One argon filled cylinder (47L) filled with gases, with necessary tubing, connectors and double stage gas regulator</li> </ul>
24.	<b>Computer</b>	<ul style="list-style-type: none"> <li>• Intel i7 processor PC of reputed make with 8 GB RAM 1TB HD, TFT color monitor 22" with latest Licensed MS Operating System and back up copy in CD/Pen Drive (Make &amp; model to be specified)</li> <li>• Licensed Software for Instrument Operation data acquisition, Data Processing with backup copy and future up gradation facility.</li> <li>• Printer: Colour Laser jet printer with front and back printing facility (Make &amp; model to be specified)</li> </ul>
25.	<b>UPS</b>	Branded 10KVA true online sinewave with 1-hour backup, inbuilt isolation transformer, crest factor 3:1, phase 3:1, all pc bas to be coated for anti-moisture, anti-electric leakage, anti-dust and anti-corrosion. <b>Output Power Factor</b> 0.9 to unity mandatory. Efficiency above 90%. The UPS OEM should be certified by ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007, ISO 27001:2013, CE & RoHS. <b>FOR SERVICE CALL LOGGING &amp; RESOLUTION SUPPORT SYSTEMS AND AVAILABILITY OF OEM LOCAL SERVICE SUPPORT OFFICE IN ASSAM</b> , UPS should be manufactured in India. 5 Years Warranty on UPS & 2 years on Battery
		5 years' warranty with free service (4 visits per year)



26.	<b>Warranty &amp; Service for the AAS, Air Compressor and other Accessories along with the Hood etc.</b>	5 years of extended service under AMC after warranty period, renewable annually.
		The bidder should quote for only those equipment's for which hardware, software and spare parts support will be available in next minimum 10 years.
		It should comply with international safety and quality standards (ISO and CE) and valid documents in support of this must be submitted.
27.	<b>High-Sensitivity Hg Analysis mercury vaporizer unit (Optional)</b>	This mercury vaporizer unit permits analysis using the reduction vaporization —atomic absorption method. It permits easy, high-sensitivity water quality analysis.
28.	<b>Scraper for flame mode(Optional)</b>	Automatic cleaner of burner head for save nitrous oxide operation.

#### 4. Refrigerated Centrifuge with Swing Bucket Rotor

- Refrigerated multipurpose bench-top centrifuge of 4 Lit capacity
- Centrifuge should be quoted with Swing-out rotor capable of using 4 x 1000 mL bottle and with adapters for 5.0/15/50mL tubes and even PCR Plates.
- Centrifuge should be quoted with Fixed Angled Rotor for 50 mL tube with minimum speed above 12000 rpm and rcf above 20000 x g or better
- Centrifuge should be quoted with Fixed Angled Rotor for 1.5/2.0 mL tube with minimum speed of 14000 rpm and rcf above 22000 x g or better
- System should maintain temperature range  $-10^{\circ}\text{C}$  to  $40^{\circ}\text{C}$  or better
- System should have user-friendly operation; key panel with provision to set speed RPM / RCF, radius correction values that can be changed during centrifugation.
- System should have fast temperature function for rapid cooling of centrifuge and stand-by cooling options.
- Should have programmable temperature function to allows automatic precooling.
- System should have 5 program keys for routine programs and at least 99 storable programs.
- The centrifuge must be equipped with automatic rotor recognition and imbalance detection for maximum operational safety
- Timer – 10 s to 99 h 59 min, with continuous run function and short spin
- System must indicate “time since centrifugation complete”
- System should have minimum 9 acceleration and deceleration steps
- Noise level at max speed should be less than 65 dB(A) for quiet operation or better.
- System should have automatic shut off function to reduce energy consumption and to extend compressor life when not in use for long hours
- Rotors should be made of metallic/ Heavy duty and Light weight carbon fiber and must be fully autoclavable.
- The buckets and rotor sealing lids must be certified for bio-containment.
- Centrifuge lid with soft-touch lid closure, and low opening height for stress-free lid locking
- System must be ISO, European CE, IVD and IEC Certified.
- The system should come with 3 years’ warranty.

## 5. SOXHLET

- Two position fully automatic soxhlet extraction unit.
- Systems should work as per the principles of Soxhlet Extraction and not a modified Hot Extraction.
- System should have an Optical tank level sensor to monitors solvent level.
- There should have provisions for using lesser positions than the total places provided.
- Easy cleaning and routine maintenance.
- There should be flexible system to ensure absolute tightness even under extreme conditions.
- Chiller connectivity for better recovery rate and better efficiency of the system.
- All parts coming in contact with reagents should be inert.
- Interface RS 232/ USB port.
- Suitable noise free Chiller to be quoted with the system.
- Warranty: 3 Years from the date of Installation.

## 6. Kjeldahl System

SI NO	Item	Description
1.	<b>General Specification</b>	Fully automated Kjeldahl system for faster, safer, and high throughput Digestion from all types" Soil, plants, water, food feed, cereals, starch & many more). System must have built-in control TFT LCD Display view of Strictly sample selection library like soil, Plant, water, food, feed, cereals, starch etc.
2.	<b>Auto Digestion System Specifications</b>	Fully Automatic Kjeldhal Digestion Units for nitrogen analysis and protein determination, with heating block that offers an excellent thermal homogeneity with 20-position for 250-300 ml test tubes with fully Automatic Acid Neutralizer Scrubber with automatic start on operation of digestion system and Automatic stops on completion of digestion cycle. It should be capable of providing a temperature range from 100°C - 400°C or better. Should have inbuilt temperature controller with digital display and LED display along-with manual temperature adjustment. Should have leak proof integrated condensers (fumes carriers) along-with adopter for outlet to the scrubber unit. Proper digestion exhausts system.
3.	<b>Scrubber System</b>	Fully compatible automatic Toxic Fumes Exhaust system has to be provided (Scrubber) with Microprocessor Based Digital LCD Display scrubbing system. Corrosion and impact resistant provided with condensate and acid fumes collection vessels.
4.	<b>Recirculating Water Vacuum Pump</b>	Automatic and reliable recirculating water pump for aspirating fumes.
5.	<b>Auto Distillation System</b>	Programmable Fully Automatic Distillation System with integrated Titration System for analyses concerning different applications such as determining ammoniacal nitrogen, protein determination, nitrogen content (Kjeldahl or direct alkaline distillation), nitric nitrogen (after reduction/Devarda), phenols, volatile acids, cyanides and alcohol content with auto alarm and warning systems. System Should have automatic addition of reagents, Alkali addition, dilution, Steam addition, Residue removal, Aspiration of receiver residue with Inbuilt delay time features. Safety signals/alarm to control distillate temperature. Auto calculation of results in term of percentage of Protein, Nitrogen, Total Nitrogen, available nitrogen, etc. on input of titre value. Printer with communication software for documentation of results with and without connecting to PC. Validated procedure/ certification for TKN distillation like AOAC, EPA, DIN, ISO etc, Should possess a steam generator along with heater/thermostat. Self-adjusting cooling water control facility. Safe feature for safe distillation. Can be upgradeable whenever required
6.	<b>Warranty</b>	Standard Warranty: 05 Year (Must include in the cost of instrument) Extended Warranty: 02 Year (Price for extended warranty in separate head)
7.	<b>Accessories</b>	2 set of digestion tubes, Digestion tube stand, Spillage tray for the condensers, Tube removing device Spares: Spares and accessories for its 2 years of continuous use. Digestion tablet 1000 nos etc.
8.	<b>UPS:</b>	Suitable Branded true online 1-hour backup, inbuilt isolation transformer. The UPS OEM should be certified by ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007, ISO 27001:2013, CE & RoHS. <b>FOR SERVICE CALL LOGGING &amp; RESOLUTION SUPPORT SYSTEMS AND AVAILABILITY OF OEM LOCAL SERVICE SUPPORT OFFICE IN ASSAM,</b> UPS should be manufactured in India. 5 Years Warranty on UPS & 2 years on Battery

## **7. Tray Dryer**

- Electrically operated tray dryer
- Double walled construction inner S.S. & outer made of M.S. body duly powder coated.
- Trays made of S.S. 304.
- It is provided with glass wool insulation throughout the chamber.
- Air circulation by specially designed recirculation blowers/fans inside the dryer fitted with block bearings for Uniform Temperature.
- Temp. Controlled by Digital Temperature Controller.
- Automatic Control panel with Starters, contactors, safety relays, ckt breakers, indicating lamps, push buttons, timers, controllers etc.
- Nos. of trays: 6
- Warranty: 3 Years from the date of Installation.

## 8. Amino Acid Analyser

SL. No.	Item	Description
<b>1. Automated Amino Acid Analyzer</b>		
	System and Application	Automated Amino Acid Analysis system based on ion exchange chromatography with post-column derivatization of samples using ninhydrin reagent. System must be suitable for Food, Feedstuff and Physiological samples etc.
<b>2. Solvent Delivery System</b>		
	Pump	Dual high pressure, low volume pump for supply buffers and reagents. Eluent system with variable buffer system and reagent with regeneration solution stored on the instrument under nitrogen pressure. <ul style="list-style-type: none"> <li>• Pump (2 nos.- for buffers and Nin-hydrin reagent).</li> <li>• Maximum delivery pressure – 30-40 Mpa or better</li> <li>• Flow rate range - 0.1 to 10.00 ml/min or better</li> <li>• Should have quaternary gradient unit and degasser installed</li> </ul>
<b>3. Reaction module</b>		
	Detection wavelength	Dual channel detection at 440 nm and 570 nm
	Temperature	Reaction coil temperature: 140°C or higher (Programmable)
	Sensitivity	≤ 15 pmoles
	Reproducibility Area	1.5% RSD or better
	Retention time	0.5% RSD or better
	Column oven	Column temperature: Ambient to 85°C or higher (Programmable)
	Column	High pressure reusable column packed with Peltier heating/cooling system. (Of different dimensions and different applicability to be quoted).Pre-filter column for Ammonia.
<b>4. Autosampler</b>		
	System	Air cooled autosampler with 3 injection modes (full loop, partial loop and micro). Fully computer controlled
	Sample injection volume	1-100 µL or higher
	Reproducibility	RSD 1.0% or better for each injection modes
	Number of sample tray positions	70 or more
	Temperature	Ambient to 4°C (peltier cooling)
<b>5. Computer and software for data acquisition</b>		
	Computer and software for data acquisition	The controlling software must run and be fully validated under windows 10, 64 bits or higher. Hardware should be compatible with the software for full functionality. System control software & Auto sampler control software Latest Data Handling System, 21 CFR part 11 compliant. Branded Desktop PC with a minimum requirement of i5 processor, 16 GB RAM, 1TB HDD or better with 24" TFT or

		higher and Colour LaserJet printer. Instrument control software with GUI (Graphical User Interface) for easy Operation. Intel® HD Graphics or better, Graphics Card: 2 GB and above) with preconfigured all software's.
	Safety System	Automatic shut-down and reaction coil flushing during <ul style="list-style-type: none"> <li>• Photometer lamp failure.</li> <li>• Incorrect ninhydrin / buffer / coil / nitrogen pressures.</li> <li>• Incorrect coil and column temperatures power failure.</li> </ul>
<b>6. Accessories</b>		
	Consumables and chemicals	Should have the certificate of analysis with validity period. System should be quoted with reagents / buffers, Complete amino acids standard kit and Nitrogen Cylinder with regulator and tubing etc. All necessary cables, fittings, joints, clamps, syringes, columns for hydrolysate samples (1 No.) and physiological program (1 No.), sample racks, buffers, reagent should be supplied during the installation and commission of the equipment.
	UPS:	Branded 10KVA true online sinewave with 1-hour backup, inbuilt isolation transformer, crest factor 3:1, phase 3:1, all pc bas to be coated for anti-moisture, anti-electric leakage, anti-dust and anti-corrosion. <b>Output Power Factor</b> 0.9 to unity mandatory. Efficiency above 90%. The UPS OEM should be certified by ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007, ISO 27001:2013, CE & RoHS. <b>FOR SERVICE CALL LOGGING &amp; RESOLUTION SUPPORT SYSTEMS AND AVAILABILITY OF OEM LOCAL SERVICE SUPPORT OFFICE IN ASSAM</b> , UPS should be manufactured in India. 5 Years Warranty on UPS & 2 years on Battery
	<b>Warranty</b>	Standard Warranty: 05 Year (Must include in the cost of instrument) Extended Warranty: 05 years after warranty with 2 (two) preventive and 1 (one) breakdown visit for each year should be mentioned in the offer but it will not be taken for price comparison and decision for AMC will be taken afterwards.

## 9. REAL TIME PCR

Real Time PCR System for measuring Real-time amplification of DNA/RNA from purified samples, application include Quantification assays, Qualitative assays, SNP, HRM, Gene Expression. The system should be automated integrated 96 well Peltier based for both real-time PCR and post-PCR (end-point) analysis with 3 independently controlled zones/ Gradient/ or supplied with additional gradient PCR.

- Instrument should be with standalone operation independent of Computer work station.
- System should have a port for USB Drive for uploading and downloading data and programs.
- A Peltier based 96 well thermal cyclers with temperature range of 4°C to 99°C or better with block ramp.
- Should be compatible to standard 96 well plates, 8 well strips, or individual PCR tubes.
- System should have a temperature accuracy of  $\pm 0.25$  °C or better and well to well Temperature Uniformity of  $\pm 0.1$  to  $0.5$ °C
- System should allow Optimum reaction volumes of 10 $\mu$ l to 30 $\mu$ l or better
- System should have sample ramp rate more than 4 °C or better.
- System to provide on line Cycle by Cycle monitoring with continuous display of readings for Fluorescence, Temperature changes and progression of amplification and detection simultaneously on all 96 wells on the plate without any moving parts.
- System should have 6 have long life high accuracy excitation and emission filter sets to enable collection of combinations of wavelengths during a single run for multiplexing or better.
- The excitation source should be LED with a > 05 years' lifespan or better. Laser and detection should be high accuracy with whole plate imaging and detection.
- System should have individual well to well excitation and emission for better sensitivity for capturing the signals without any edge effects.
- It should have demonstrated sensitivity to detect 1 copy of template for a single reaction.
- Should be open system for both reagents & disposable plastic consumables.
- System should be standardized for at least two homogeneous reaction chemistries including SYBR Green I and dual color TaqMan or four color hybridization probes (FRET).
- The system should be factory calibrated for the following FAM™/SYBR™ Green, VIC™/JOE™/HEX™/TET™, ABY™/NED™/TAMRA™/Cy™3, JUN™, ROX™/Texas Red™ dyes. The user should be able to use any of these dyes in an experiment without needing to recalibrate the instrument. Addition of new dyes should be possible without hardware change.
- Instrument filters should be divided based on the wavelength starting from 400 to 700 nm.
- System should have the required Excitation filters and Emission filters to cover majority of the commercially available dyes.
- System should be free of passive reference dye.
- Should have preferably 10 inch or higher coloured LCD touch Screen display for smooth operation while standalone usage and online fluorescence display.
- The real time PCR software should allow the user to do the analysis of all type of application like.,
  - a) Absolute quantitation
  - b) Advanced Relative quantitation
  - c) Multiplex-PCR allelic discrimination (SNP)
  - d) Tm Calling (Meltcurve Anlysis – Sybr)
  - e) Endpoint Genotyping
  - f) Qualitative Gene detection
  - g) High Resolution Melting curve analysis (HRM) for mutation studies



- h) Pathogen detection and plus/minus assay.
  - i) Micro RNA profiling and analysis
  - j) Long Non coding RNA Profiling
  - k) DNA Methylation Analysis
  - l) Gene expression analysis by relative quantity ( $\Delta C_t$ ) or normalized expression ( $\Delta\Delta C_t$ ) Mutation analysis
  - m) System software should support remote access for trouble shooting.
  - n) Software should have the provision to use barcode scanner and import / export option for plating layout to reduce the time in plating layout.
  - o) Software should allow to import / export formats like Txt export, Charts: Data and image.
  - p) Each software supplied with the instrument should be most recent and updated with at least 5 years of validity and option for upgradation
- Necessary control / QC kits for installation should be supplied along with Instruments.
  - Analysis work station: Should be provided with a high resolution TFT/LCD monitor ( $\geq 21$ in.); compatible PC and color printer.
  - Should guarantee availability of spares and service for minimum 10 Years
  - Calibration: Mandatory calibration should be done periodically (every year) for at least 5 years from the date of installation of instrument. Any calibration is required for any new dyes should be done free of cost.
  - Compatible online UPS with at least 1-hour backup should be provided.

**Optional:** The System should have the provision for upgradation with the following features:

- a) Features to assist with 21 CFR Part 11 compliance
- b) High resolution Melt curve (separate software)
- c) Primer & probe designing software should be provided software for primer and probe design with comprehensive assay design and development guidelines for quantitative and qualitative real-time assays.

**Warranty:**

- Standard Warranty: 05 Year (Must include in the cost of instrument)
- Extended Warranty: 02 Year (Price for extended warranty in separate head)

**General**

- The quotation should include all needed specific site needs along with their description of such requirements for the quoted system except power distribution point availability that would be provided by the institute. Critical piping needed for standard installation and operation should also be quoted with price as included.
- The bidders must agree to undertake that the system would be transported and re installed again at permanent campus of Guwahati Biotech Park free of cost if so required during next five years.
- The system should be suited to Indian system of electrical inputs (220V/ 50Hz).

**ANNUAL MAINTENANCE CHARGES:** The party must mention in the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention (AMC charges should be mentioned only in the commercial bid).

## SECTION-VI

### TENDER FORM

1	NAME & ADDRESS of the Bidder	
2	Telephone/Fax/Email	
3	NIT No. & Date	
4	Name of the item quoted	
5	Offer/Quotation No. & date	
6	Name of the authorized signatory	
7	Status of the tenderer: Proprietary concern/Partnership firm/Ltd. Company/Other	
8	Bidder's Country Of Registration	
9	Bidder's Year of Registration	
10	CST/TIN/GST No.	
11	PAN No.	
12	Bank Details of the Firm	
13	Financial Documents as per GITB Clause. (YES/NO) (To be uploaded)	
14	Remarks if any	

Date

Signature & seal of Tenderer

**SECTION-VII  
PRICE SHEDULE**

**To be quoted separately in the excel sheet provided as BOQ (Financial Bid)  
(Hard Copy of BOQ need not to be submitted along with other documents)**

**Annexure I &II for Price Schedule is provided which is required to be filled by the Bidder in PDF Format and upload in the E-portal.**

**Annexure I**  
**Price Schedule For Goods Being Offered From Abroad**

**Name of the Bidder:**

**NIT No. & Date:**

**Offer/Quotation No. & Date:**

**Name of the Item:**

**Make/Model No.:**

**Country of origin:**

**Currency:**

SL No.	Description of Items			Qty.	Unit.	Rate	Amount
	Part No./Catalogue No.	Item Name	Specifications				
	Required Spares/ Consumables (if any)						
	Accessories (if any)						
	Additional Items						
	Total Ex-works price						
	Less: Discount if any						
	Net Ex-work Price						
	Packing & forwarding charges if any						
	FOB/FCA .....(named port) price						
	Overseas Freight & Insurance						
	Total CIP/CIF, .....(named port in India) (if not CIP/CIF Guwahati)						
	Custom Duty, if any (as applicable)						
	Custom Clearance charges if any						
	GST (as applicable)						
	Charges for inland transportation, insurance up to Guwahati Biotech Park (if not CIP/CIF Guwahati)						
	Installation & commissioning charge, if any						
	Any other charge/s, if any						
	Grand total on door delivery at Guwahati Biotech Park						

Signature & seal of Bidder

**Note: Bidder may use additional rows/sheets if necessary keeping the format same.**

**ADDITIONAL INFORMATION:**

<b>Term</b>	<b>Condition</b>	<b>Remark if any</b>
<b>Validity of Price bid Upto:</b>		
<b>Delivery term(INCOTERM):</b>		
<b>Delivery Schedule:</b>		
<b>Mode of Shipment; (Sea/Air/Road/Rail)</b>		
<b>Port of Destination/Discharge</b>		
<b>Final destination/Place of delivery</b>	<b>Guwahati Biotech Park (GBP), Technology Complex, IIT Guwahati</b>	
<b>Warranty Period:</b>		
<b>Payment Term:</b>		
<b>Payment option: (LC/FDD etc.)</b>		
<b>Annual Maintenance Charges:</b>	<b>Comprehensive</b>	
	<b>Non-Comprehensive</b>	
<b>Indian agents name &amp; address</b>		

**Note:**

- Quoted price should be inclusive of 3yrs Warranty at free of Cost or as indicated in the Technical Specification.
- In case of bidder quote in CIP/CIF, (named port) term, the other charges such as agency commission if any, Custom duty & clearance charges, Inland freight & insurance charges upto GBP, Installation & Commissioning charges if any will be paid in Indian Currencies.
- The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date  
(g) The selling exchange rate on the date opening of price bid will be considered for conversion of foreign currencies.

Signature & seal of Bidder

## Annexure II

### Price Schedule For Goods Being Offered From India.

**Name of the Bidder:**

**NIT No. & Date:**

**Offer/Quotation No. & Date:**

**Name of the Item:**

**Make/Model No.:**

**Country of origin:**

SL No.	Description of Items			Qty.	Unit.	Rate	Amount	GST & other taxes applicable if any	Total
	Part No./ Catalogue No.	Item Name	Specifications						
	Required Spares/Consumables (if any)								
	Accessories (if any)								
	Additional Items								
	Net Ex-work Price								
	GST (as applicable)								
	Packing & forwarding up to Guwahati Biotech Park, if any								
	Charges for inland transportation, insurance up to Guwahati Biotech Park								
	Installation Commissioning and training Charges, if any								
	Total F.O.R., Guwahati Biotech Park Price								
	Total Bid price (F.O.R., GBP) in words.....								

Signature & seal of Bidder

**Note: Bidder may use additional rows/sheets if necessary keeping the format same.**

**ADDITIONAL INFORMATON:**

<b>Term</b>	<b>Condition</b>		<b>Remark if any</b>
<b>Validity of Price bid Upto:</b>			
<b>Delivery term:</b>			
<b>Delivery Schedule:</b>			
<b>Mode of Shipment; (Rail/Road/Air)</b>			
<b>Port of Destination/Discharge</b>			
<b>Final destination/Place of delivery</b>	<b>Guwahati Biotech Park (GBP), Technology Complex, IIT Guwahati</b>		
<b>Warranty Period:</b>			
<b>Payment Term:</b>			
<b>Annual Maintenance Charges:</b>	<b>Comprehensive</b>		
	<b>Non-Comprehensive</b>		

**Note:**

- a. Quoted price should be inclusive of 3yrs Warranty at free of Cost or as indicated in the Technical Specification.

Signature & seal of Bidder

**Annexure III**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:.....

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No.** \_\_\_\_\_

**Name of Tender/Work:**

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**(1) I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the web site(s) namely:**

\_\_\_\_\_  
\_\_\_\_\_

**As per your advertisement, given in the above mentioned website(s).**

**(2) I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc...) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.**

**(3) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.**

**(4) I/we hereby unconditionally accept the tender conditions of above mentioned tender documents/corrigendum(s) in its totality/entirely.**

**(5) I/we do hereby declare that our Firm has not been black-listed/debarred by any Govt. Department/Public sector undertaking.**

**(6) I/we certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject that bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.**

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**ANNEXURE-IV.**  
**Proforma of Bank Guarantee**

Ref. No.....

Bank Guarantee No.....

Dated .....

To  
Chief Executive Officer  
Guwahati Biotech Park  
Technology complex, IIT Guwahati  
Guwahati 781039

Dear Sir,

Whereas **Guwahati Biotech Park Incubation Centre** having its office at Technology Complex, IIT Guwahati, Guwahati-781039 (hereinafter called 'PURCHASER' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No. .... and Bidder having agreed to furnish an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees(in words) \_\_\_\_\_ only) as a security for compliance with the Supplier's performance obligation in accordance with the Purchase order no.....dated..... which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by Guwahati Biotech Park Incubation Centre, the amount of Indian Rs....(in figures) \_\_\_\_\_ (Indian Rupees(in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without Guwahati Biotech Park Incubation Centre having to substantiate the demand. Any such demand made by Guwahati Biotech Park Incubation Centre shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

This guarantee shall be irrevocable and shall remain in force upto \_\_\_\_\_ which includes sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations and any demand in respect thereof should reach the Bank not later than the aforesaid date.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs...(in figures) \_\_\_\_\_ and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Guwahati Biotech Park Incubation Centre under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of Guwahati Biotech Park Incubation Centre under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

WITNESS

-----  
(Signature)  
Full name and official  
address (in legible letters)

-----  
(Signature)  
Full name, designation and  
official address (in legible  
letters) with Bank stamp.  
Dated .....

**Annexure-V**

**Manufacturer's Authorization Form**

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: (date of Bid submission)

Tender No.: (insert number from invitation for bids)

To: (Complete name and address of Purchaser)

Whereas

We (complete name of the manufacturer), who are official manufacturers of (type of goods manufactured), having factories at (full address of manufacturer's factories), do hereby authorize (complete name Bidder) to submit a bid the purpose of which is to be provide the following Goods, manufactured by us (name and or brief description of the goods), and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause ..... of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: (signature(s) of authorized representative(s) of the Manufacturer)

Named: (complete name(s) of authorized representative(s) of the Manufacturer)

Title:

Duly authorized to sign this Authorization on behalf of: (complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

**Annexure-VI**  
**BIDDER'S PAST SERVICES (SIMILAR) PROFORMA**

**Performance Statement Form**  
**(For a period of last 3 years)**

**Name of the Firm.....**

Order Placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily ? (attach a certificate from the Purchaser/Consignee)	Contact person along with Telephone No., FAX No. and email-address

Signature and Seal of the manufacturer/ Bidder.....

Place:

Date:

**Annexure-VII**

**Deviation Statement Form**

1) The following are the particulars of deviations from the requirements of the tender specifications:

Clause	Deviation	Remarks (Including Justification)

Place:

Date:

Signature and Seal of the  
Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviation".

**Annexure-VIII**

**Service Support Detail Form**

Sl No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos., FAX Nos. and email address

Signature and Seal of the Manufacture/Bidder .....

Place:

Date:

**Annexure-IX**  
**Bid Form**

(The Bidder shall fill in this form in accordance with the instructions indicated no. alternations to its format shall be permitted and no substitutions shall be accepted)

Date: (date of Bid Submission)

Tender no.: (NIT No.)

To: (complete name of Purchaser)

We, the undersigned, declare that:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform all the incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% (Ten) percent of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period of 120 days (specify the date) and it shall remain bidding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of .... 2021.

Signature

(in the capacity of)

Duly authorised to sign bid for and on behalf of .....

## Annexure- X

### CONTRACT FORM

**(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)**

This agreement made the .....day of..... 2021 between the Chief Executive Officer, Guwahati Biotech Park, Assam (hereinafter "the purchaser") of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter "the supplier") of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter "the contract price").

Now this Agreement witnesses as follows:

01. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

**(a) the Technical Specifications,**

**(b) the Terms and Conditions of the Bidding Document and**

**(c) the purchaser's Notification of Award**

02. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

SL. No	Brief description Of goods/services	Quantity to be supplied	Unit price	Delivery terms (FOB/CIF/FOR etc)

Total value:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said.....(for the purchaser)  
in the presence of .....

Signed, sealed and delivered by the said .....(for the supplier)  
in the presence of.....