

Tender Specifications for MicroScale Thermophoresis Workstation

Quantity – 1 Nos

<u>General</u>	The instrument should provide a facility to detect bio-molecular interactions, assist in understanding protein dynamics and their interactions and precisely determine binding affinities using MicroScale Thermophoresis technology by measuring the motion of molecules along microscopic temperature gradients and detecting changes in their hydration shell, charge or size.
	The quoted instrument should have the following features
1	Should detect interactions between any kind of bio-molecules from ions and small molecules to higher molecular weight and multi-protein complexes utilizing fluorescence labeled as well as label free molecules. In case of molecules labeled with fluorophores, capability for excitation with both blue and red excitation light should be available
2	Should allow investigation of bulky or sensitive molecular assemblies such as liposomes, or membrane proteins
3	Should allow to study interactions directly in any buffer or complex biological fluids like serum or cell lysate and thus in a more physiologically relevant environment
4	Immobilization free affinity determination (KD, dissociation constant) from 1nM to mM dissociation constants. Equipment should be able to study inhibitor affinity. There should be no requirement to immobilize any of the interacting partners on a surface.
5	Molecular Weight Range (Da) of molecules that can be analyzed should be at least in the range of 10^1 - 10^7 .
6	Workstation should be able to provide precise affinity of interaction Apart from affinity measurement the equipment should also provide other biophysical parameters like stoichiometry or binding enthalpy. It should also allow for assessment of aggregation and oligomerization.
7	Low sample consumption. Volume requirement for analysis should be 5µL or less utilizing concentrations as low as 1nM of labeled molecule
8	Temperature range of operation: 22 -45°C.
9	Should provide fast measurements with measurement and analysis times of few minutes.
10	Each equipment component of the workstation should be self contained, easy to operate and should be delivered with complete hardware/software including preloaded instrument

	control, data acquisition and reporting software on a laptop/PC with a licensed Windows 7 or higher operating system
11	Operating Voltage: 220V/50 Hz
12	Special Requirement
	<p>a. As the instrument is an expensive and advanced equipment, it is mandatory that the facility must be multiple-user specific. Also, it is important that the equipment is stable and run for a long time. Thus it is important for the vendors that they must supply appropriate documents specifying their users in higher academic institutions in India. Appropriate certificates from the users for the last three years for the model quoted must be supplied justifying the stability, ease of operation and maintenance requirement such that we have the option to choose the best system in terms of performance and not mere specifications alone.</p> <p>b. Further, as the instrument is expensive and multi user equipment, One year standard warranty followed by AMC for 5 years is a must and this must be specifically mentioned in the quotation by the vendor/ principal. In case, the vendor provides the warranty, the principal should certify (authenticate). Appropriate documents must be attached along with the quotation in this regard. A certificate will be required from the original instrument manufacturer that technical support along with all essential spares will be provided / made available for at least 10 years after the expiry of one year standard warranty period. AMC will cover main instrument as well as all accessories supplied with the main instrument.</p> <p>c. Downtime period should be mentioned.</p> <p>d. Number of service engineers available in the region should be specified.</p>
13	<u>Training</u>
	Onsite training to personnel for smooth operation of the instruments at the time of installation with a follow-up when required.
14	<u>Optional</u>
	<u>AMC</u>
	Company should quote price for additional 5 years AMC after completion of one year standard warranty and 5 year AMC. AMC will cover main instrument as well as all accessories supplied with the main instrument.

GEM NOTICE INVITING

1. Acceptance of Terms & Conditions: Bidders must confirm the acceptance of all the terms and conditions of this NIT. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this NIT. may render the tender liable for rejection. Bidder are requested to submitted the all filled Annexure as attached (**A to J**)

2. Bidding

a). In cases of agents quoting for indigenous item on offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorized only one agent/dealer. In case where manufacturer has submitted the bid, the bid of its authorize dealer will be canceled

b). The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer a certificate or a copy thereof to the effect that the bidder is a manufacturer of the equipment must be accompanied with the technical bid prepared as per '**Annexure – D**'.

3. Price Bid Price bid should be submitted in given all specification.

The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. . Price quoted should be in Indian Rupees, free delivery at NIPER Mohali at site (DDP/F.O.R.NIPER)

4. Further, depending on the nature of the goods, there may be cost elements towards installation and commissioning; operator's training, and so on. Normally, it may be included in the equipment cost but if it is quoted separately, the same will be added in the item price for the determination of ranking of the bidders. The offer/bid should be exclusive of all taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated. Necessary certificate will be issued on demand in respect of GST and Custom duty. The Buyer/PFC will have the right to award contracts to different Bidders for being lowest in particular items.

For ranking of offers, price of complete scope of supply as detailed in technical

specifications, the procuring authority/Purchaser may decide as follows for comparison of price bids.

(i) All items of the bid which are mandatorily required to meet the tendered specifications of the items/system

(ii) If a bidder has put certain items/modules which are required to meet the tendered specifications in the 'optional' part of the bid, then such optional items shall also be included for the purpose of price Comparison.

iii) On the other hand, if a bidder has inadvertently included any item/module in its main price bid which is not required as per tender specifications, then the price of such item/module shall be excluded from the price comparison provided that the price for the said item/module is clearly reflected separately in the bid

5. This institute is registered with DSIR for duty free Imports under duty exemption. DSIR certificate will be provided on Demand and also provide GST concessional certificate alongwith our purchase order. If required (Notification No. 45/2017 –central tax (Rate) dt 14.11.2017) Kindly quote the price on F.O.R.NIPER Basis and relevant document for clearance will be provided by NIPER
6. **Taxes :** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc.,incurred until delivery of the contracted Goods to the Purchaser. However, GST etc, in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order. For research purpose(s) ONLY, 5% GST will be applicable with concessional GST Certificate.
7. **Rate Comparison** Bidders are requested to send their rates in Indian Rupees on FOR basis at NIPER Mohali.
8. **Spares:** The spare parts/wear & tear consumables, if any, required for trouble free operation of equipment to be quoted separately giving the full nomenclature, rate, quantity and shelf life of each item
9. **Indigenous items** The items which can/are to be provided indigenously may be listed separately
10. **Parts of Equipments** Where the equipment is composed of several subunits/components, the rates should be quoted for each subunit/component. The Institute reserves the right to increase or decrease the number of subunits/components and number of equipment according to its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.
11. **Payment Terms** Payment will be made to the supplier through following modes

a). Indigenous goods:

i) NEFT/RTGS : 90% payment will be made within 30 days from the date of receipt of material at NIPER Mohali and balance 10% after successful installation of the equipment and on the submission of performance bank guarantee valid for warranty period + 3 months or

ii) NEFT/ RTGS : 100% payment will be made within 30 days from the date of receipt of material at NIPER Mohali and successful installation of the equipment.

12. **Service Manual/Circuit Diagram** It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams alongwith the equipment

13. **Power Supply** The equipment should be quoted only for 220 volts and 50Hz electricity supply. The extra requirement of line voltage, current rating etc. and the optimum climate and environment required for the equipment must be stated precisely. Voltage stabilizers/isolation transformers/CVT/UPS etc., as may be required shall be listed separately. The full technical specifications and literature in respect of the voltage stabilizer etc., must be furnished

14. **Guarantee/Warranty** Duly signed and stamped certificate of at least 1 years comprehensive onsite warranty as per **Annexure-B** should be attached with the technical bid. Successful firm will be required to agree for payment of penalty for exceeding permissible downtime during Guarantee / Warranty period.

15. **In** addition to quoting for the equipment, the tenderers are also requested to quote separately, the charges and terms and conditions of SERVICE CONTRACT FOR A PERIOD OF FIVE YEARS, for maintaining the equipment at this institute after the expiry of the period of guarantee/warranty. The terms and conditions of the Service Contract are given in **Annexure 'C'**. It may be noted that the service contract charges may also be considered along with the cost of equipment while evaluating the quotations. But purchase order shall be placed for equipment cost only initially. Price List of Spares parts must be quoted. If asked in the NIT

In case of any loss or damage done to the property / existing infrastructure of the Institute attributable to the personnel of the contractor, the full damages will be recovered from the Agency / Contractor and decision of the Competent Authority of institute in this regard will be final and binding on the contractor.

16. **Country of origin**

Country of origin of the quoted item should be mentioned in the offer in case of imported item.

As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

17. **Service Facility** Bidder should mention about the service set up in India and how capable they are to provide after sales services
18. **Training** : If required, should be included in your offer without any extra cost
19. **Banker's details** Name and address of the banker of your company should be mentioned (Annexure H)
20. **Reference of supply** Name and contact details of the premier educational Institutes where the quoted equipment has been installed in India should be attached as per **Annexure-G**. Copies of at least two purchase orders may be attached(If possible). NIPER Mohali reserves the right to inspect the equipment for its actual performance in any of the listed Institute
21. **Arbitration**
 1. In the event of failure to carry out the contractual obligations, with in the stipulated period or extended period and determination of the contract for any reason. Violation of the warranties etc. the NIPER Mohali shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.
 2. The provision of the Arbitration and conciliation Act, 1996 or as at relevant time and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.
 3. Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the reasonable discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall be direct by whom and in what manner the same shall be borne and paid.
 4. Panel of arbitrators will be provided by NIPER Mohali out of which the bidder will have to select one.
 5. The bidder shall have no objection if the officer who has dealt with the case at any stage is nominated as an arbitrator. Further, that one of the arbitrator's shall be Accounts Expert.

6. In case of vacancy being caused due to resignation, death or incapacity of the arbitrator's to function as such, the same shall be provided in the aforesaid manner and the new arbitrator's shall proceed from the stage at which vacancy is caused.

26. Jurisdiction: The court of Mohali alone will have the jurisdiction to try any matter, dispute or difference between the parties arising out of his tender/contract. It is specifically agreed that no Court outside and other than Mohali court shall have jurisdiction in this matter.

27. Force Majeure : Any failure of omission or commission to carry out the provision of this contract by the supplier shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or may pestilence or from civil strike, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots embargoes or from any political or other reason beyond the supplier's control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

28. Risk & Cost In the event of failure to carry out the obligations, within the stipulated period or extended and determination of the contract for any reason, violation of warranties etc. The NIPER Mohali shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.

29. The Material found defective upon opening by the supplier representative in presence of Central stores personnel/indenter of NIPER Mohali or not as per tendered specifications will be lifted back at the cost and risk of the supplier. The material lying in the NIPER Mohali premises would be at the supplier's risk and cost.

30. Liquidated Damages: In case the firm fails to execute the supply as per the purchase order in whole or in part as per the terms and conditions of PO, NIPER Mohali can impose the penalty @1% per week of the undelivered stores, subject to a maximum of 10%. Value of the purchase order. It will also be open to the institute to procure the required item(s) from any other source at the risk and expense of the firm.

Note: The Director, NIPER Mohali reserves the right to accept/reject any or all tenders without assigning any reason thereof and also to reject the material if the same is not found conforming to the specifications, with further right to affect risk and cost of the purchases.

Annexure 'A'

Specification of <u>MicroScale Thermophoresis Workstation</u>	Compliance of the quoted model	Compliance of alternate model, if any	Remarks

CERTIFICATE OF GUARANTEE/WARRANTY

(This certificate may be reproduced)

- i) I/We certify that the guarantee/warranty shall be starting from the date of satisfactory installation, commissioning and handing over of the equipment and of works conducted therewith covered under the Supply order in working Condition. During the guarantee/warranty period I/We shall provide “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/ warranty shall begin only from the date of installation, commissioning and handing over the equipment in working order. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your Institute.
- ii) During the warranty period, we shall provide at least three preventive maintenance visits & all breakdown services without any charges.
- iii) Uptime Guarantee : During the guarantee/warranty period, we will be responsible to maintain the equipment in good working condition for a period of 328 days (i.e., 90% uptime) in a block of 365 days. All the complaints will be attended by us within 5 days of receipt of the complaint in our office. In case there is delay of more than 5 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime.
- iv) We certify that the equipment being offered/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the Institute informed of any up-date of the equipment over a period of 5 years.
- v) We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- vi) We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- vii) We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Date :

**Authorised
Signatory
(With Seal)**

Place :

TERMS AND CONDITIONS OF THE SERVICE CONTRACT

- i) During the service contract period, the firm shall provide at least THREE preventive maintenance visits and attend to all emergent and break-down calls per year.
- ii) **Company should quote price for additional 5 year AMC after completion of one year standard warranty and 5 year AMC. AMC will cover main instrument as well as all accessories supplied with the main instrument (GST Extra as applicable as time of payment)**
- | | |
|-------------------------|----------|
| 1. 1st year | Rs. |
| 2. 2 nd year | Rs. |
| 3. 3 rd Year | Rs. |
| 4. 4 th Year | Rs. |
| 5. 5 th Year | Rs. |
- iii) The service contract charges must be quoted separately for each year strictly.
- iv) The service contract charges should be quoted only for services and travel cost etc. and should not include the cost of any replacement parts/components which shall be arranged by the Institute at its own cost. However, a price list of all spares must be provided to the Institute.
- v) The removed/un serviced spare parts shall be the property of NIPER , Mohali and shall be handed over to Indenter by the service provider alongwith service report.
- vi) In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period of 328 days (i.e. 90% uptime). The time taken by the Institute in providing to the firm the spare parts shall not count towards the downtime. All the complaints will be attended by the firm within 5 days of the dispatch of the complaint to their office. In case there is delay of more than 5 days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. The above said response time of 5 days for attending to a complaint will not be counted in the downtime. In case total downtime exceeds the permissible limit as defined above, the service contract shall be extended by the period in excess of the permissible downtime subject to limit of 30 days in a block of 365 days. However, for the period of the downtime in excess of 30 days in block of 365 days, a fine equivalent of double the daily service contract charges shall be recovered from the firm.
- vii) The replaced parts shall remain the property of the Institute.
- viii) The firm will deposit a security in form of Bank Guarantee equivalent to 50% of the additional value of the Annual service contract towards execution of the service contract and to cover the service contract period of five years. This will be furnished within a period of 15 days after the expiry of the guarantee/warranty period. No Advance payment of AMC shall be made under normal circumstances.
- ix) The firm shall try to repair the equipment at Institute itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at NIPER, the firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over to purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the Institute for such losses at FOB value of the damaged/lost equipment/part including accessories.
- x) During the service contract period the parts/components that may be needing replacement shall be made available by the Institute at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the Institute.
- xi) All service contract charges will be invoiced thrice in each year. The payment of the invoice will be made in arrears after satisfactory servicing within 30 days of the date of submission of the invoice.
- xii) No price revision will be accepted by the Institute during the entire tenure of the service contract agreement.

FORMAT FOR MANUFACTURES`S AUTHORISATION CERTIFICATE

**The Director
NIPER, SAS Nagar
Mohali**

Subject: Tender for “.....”.

Dear Sir

**We manufactures of original equipment at (..... Address of factory
.....do hereby authorize M/s (Name and address of
Agent) to submit a bid, negotiate and receive the order format against your tender enquiry.**

**M/s is authorized to bid and conclude the contract in regard
to this business.**

**We hereby extend our full guarantee and warranty as per clause
Conditions NIQ for the goods and services offered by the above firm.**

Yours Faithfully

Name & Signature

For and on behalf of M/s (Name of manufacturer)

Note :

- 1. In cases of agents quoting for indigenous item on offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. In case where manufacturer has submitted the bid, the bid of its authorize dealer will be canceled**
- 2. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.**

DECLARATION OF LOCAL CONTENT

To

The Director
NIPER SAS Nagar
Mohali

Subject: Declaration of Local Content

Tender Reference No.

Name of Tender:

1. We hereby declare that items offered has _____% local content (DPIIT OM No. P-45021/2/2017-PP (BE-II) dated 16.09.2020) & (DPIIT OM No. P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021).

2.

Class of Supplier	FALSE	CLASS -I
	FALSE	CLASS-II

3. “ Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.
4. “*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours Faithfully

Name of the bidder, with official seal)

**TO BE PROVIDED BY OEM ON LETTERHEAD
DECLARATION OF COUNTRY OF ORIGIN**

To

**The Director
NIPER SAS Nagar
Mohali**

Subject: Declaration of Origin

Tender Reference No.

Name of Tender:

- 1. Counter of Origin of Goods being offered (OM No. 6/18/2019-PPD dated 23.07.2020)**

- 2. “ Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.**
- 3. “*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.”**

Yours Faithfully

Name of the bidder, with official seal)

PROFORMA FOR USER/CLIENT LIST

S.No	Name & full address of purchaser	Purchase order No. & date	No. of Units (Qty)	Model No. with date f Installation	Contract person with cell phone and e-mail.id

MANDATE FORM FOR PAYMENT

Sr.No.	Supplier Details	
1	Vendor Name	
2	Father/ Husband Name	
3	DOB	
4	PAN Number .(Copy provided)	
5	Aadhaar Number	
6	TIN Number	
7	GST No.(Copy provided)	
9	Address1	
10	City	
11	Country	
12	State	
13	District	
14	Pin code	
15	Mobile No.	
16	Phone	
17	Email	
18	Bank Name	
19	IFSC Code	
20	Account Number	
21	Others	

Bidder(s)/Authorized Signatory (ies)

DECLARATION SHEET

We..... hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty. The prices quoted in the financial bids are subsidized due to academic discount given to NIPER Mohali

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1. Phone	
2. FAX	
3. E.Mail	
4. Contract person Name	
5. Mobile Number	
6. GST Number	
7. PAN Number	

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Yours Faithfully

Name of the bidder, with official seal)

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Yours Faithfully

Name of the bidder, with official seal)