

# **Request for Proposal**

RFP/BioNEST/Equip/25/05

Date - 28th January 2025



Foundation for Innovation and Technology Transfer (FITT), Indian Institute of Technology Delhi (IIT Delhi) invites proposals in a Two-Bid System (Techno-Commercial) from the eligible Principal/OEM or their verified Indian agents. Your role as a supplier is crucial for the purchase of equipment for BioNEST Laboratory at R&I Park, IIT Delhi, Hauz Khas, Delhi-110016. We value your expertise and look forward to your proposals.

Foundation For Innovation and Technology Transfer Indian Institute of Technology Delhi

# Contents

Chapter 1. Introduction	3
Chapter 2. Instruction to Bidder	4
Chapter 3. Evaluation and comparison of bids	8
Chapter 4: Terms and conditions	10
Chapter 5. Scope of Work	15
ANNEXURE	23

## **Chapter 1. Introduction**

**Purpose of the RFP:** The purpose of this Request for Proposal (RFP) is to invite qualified suppliers to submit proposals for the supply of the following equipment as per the specifications provided (Ref. chapter 5) in **RFP No.** -**RFP/BioNEST/Equip/25/05** by Foundation for Innovation and Technology Transfer (FITT), Indian Institute of Technology Delhi (IITD).

Quantity Required: Ref. Chapter 5

EMD: Ref. Chapter 5

**Delivery period:** Within 6 weeks from the date of contract award or, in the case of Ex-import, within 12 weeks from the date of contract award.

Submission Deadline: All proposal needs to be sent in hard copy by 14th February 2025 to

**Contact Information -**

CFO, FITT

Foundation for Innovation and Technology Transfer, Deans' Complex, First Floor, Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016

Last date of submission of queries: 31st January 2025

Response to queries: 5<sup>th</sup> February 2025

Last date of Bid submission: 14th February 2025

**Contact information: Gaurav Jain** 

**Designation-CFO, FITT** 

Foundation for Innovation and Technology Transfer, Deans' Complex,

First Floor, Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016

Email: gauravjain@fitt-iitd.in

The subject head will put the query: "Query for the supply of equipment at BioNEST Lab at R&I Park. IIT Delhi."

**Subject Heading for bid/proposal submission**: "Proposal for the supply of equipment at Bio-NEST Lab at R&I Park, IIT Delhi

## **Chapter 2. Instruction to Bidder**

- A. Please go through the enclosed "bid document" carefully for other bidding instructions
- **B**. No request to extend the due tender date will be increased.
- **C.** In the tender, the Indian agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but neither can bid simultaneously for the same item/product. In the event of simultaneous bidding by both the Principal/OEM and the Indian agent, the bid submitted by the Indian agent will not be considered.

If an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. If an agent submits the bids on behalf of more than one Principal/OEM for the same item in the same tender, then all such bids will not be considered.

- **D.** The bid should remain valid for **180 days** from the opening date. The quotation should be mentioned if your offer has a different validity period. The validity period may also be extended without change in bid prices, if required, on a mutually agreed basis.
- **E.** Clarification of bidding documents: If a prospective bidder requires any clarification regarding the bidding documents, they may mail them to **gauravjain@fitt-iitd.in**
- **F.** Tenderers are advised to complete all submission-related work well before the last date to submit the tender online. Any request for modification in the time/date of tender submission due to the tenderer's failure to submit his offer will not be accepted. Tenderers must try to submit their bid before the last date to avoid failure.

#### G. Warranty and Support (applicable for all Equipment)

3-year comprehensive warranty on the complete system from the date of installation, plus additional Annual Maintenance Contract (AMC) of 3 years (3 preventive maintenance visits per year) and breakdown visits as and when required. Reliable after-sales support, including maintenance and technical assistance, should be provided.

#### H. Proposal Submission

#### 1. Submission Requirements and guidelines

All proposals must be submitted in Physical form. Under this system, the bidder must submit their offer in two separate sealed envelopes marked as Technical Bid and Commercial Bid on the cover page of the envelopes. The sealed envelopes should be placed in a third larger envelope. The main envelope containing both bids should be super-scribed with RFP enquiry no. RFP/BioNEST/Equip/25/05. The sealed envelope (Hard Copy) is to be sent via registered postage or physical submission to the CFO, Foundation for Innovation and Technology Transfer, Deans' Complex, First Floor, Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016. The last date for submission of proposals is 14<sup>th</sup> February 2025. Any submissions made after the date mentioned will not be considered. [Note: All proposals must be marked as Proposal for supply of Equipment at BioNEST Lab at R&I Park, IIT Delhi]

### b) Bid Security (BS) /Earnest Money/EMD) and its fortitude:

The earnest money should be deposited as a Demand Draft of a Scheduled Bank issued in favour of the Foundation for Innovation and Technology Transfer. No bank guarantee will be accepted instead of the earnest money deposit. FITT shall forfeit the EMD in the following events:

- 1. If the proposal is withdrawn during the validity period or the extension agreed by the Firm thereof.
- **2.** If the Proposal is varied or modified in a manner unacceptable to FITT after the Proposal's opening during the validity period or any extension thereof.
- **3.** If the bidders try to influence the evaluation process.
- **4.** If the Performance Security for performance is not furnished per the relevant clause in the bid and/or the Contract is not signed within the specified time limit.
- **5.** The earnest money of unsuccessful Bidders shall be discharged/returned by the FITT as promptly as possible after the expiration of the Bid Validity or the award to the successful bidder, whichever is earlier. The earnest money deposited by the successful bidder will be refunded after submission of the performance guarantee within 30 days of the work award.

#### 2. Technical & Commercial Bid

#### a) Part I – Technical Bid (WITHOUT PRICE)

- **1.** This part should contain detailed specifications of the items quoted by you (Tenderer/ Bidder), along with technical literature and leaflets.
- **2.** This Bidder should include all the specification checklists outlined in the **Equipment Specification** section of **Chapter 5** about the quoted Equipment.
- 3. A compliance statement showing your compliance with the item you quoted and that of the item tendered by us should be prepared and enclosed in this part.
- 4. Any other information called for in the tender-related technical and commercial specifications can also come in this part. *Prices should* **NOT** be indicated in this part.
- 5. The commercial terms applicable for the items quoted by you (Bidder) should be indicated in this part.
- 6. If any compliance statement is called for the commercial terms/contractual terms and conditions, the same will be attached in this part.
- 7. Prices should **NOT** be indicated in this part. However, **a copy of the price bid (without prices) must be** enclosed in this part to enable us to understand whether all the items required to be quoted by you have been mentioned in the price bid (Commercial Bid).
- **8.** The commercial terms, such as delivery terms, delivery period, payment terms, warranty, the offer's validity, installation & commissioning, duties and taxes, etc., shall be included.
- 9. The Tenderer/ bidder needs to provide hard copies of the following certificates along with the Tender Documents to confirm their eligibility in this part.
- -Proof of establishment of Firms/shop/business/ manufacturing unit, etc., or Goods and Service Tax Registration Certificate (REG-06 Format), whichever is applicable. (Clear, visible scanned copy).
- -The bidder should Photocopy the PAN card issued in the name of the bidder's firm. (Clear, visible, colored scanned copy).

Note: Technical Specifications and terms & conditions as above should be reflected item-wise concerning the items called for in the tender. The bidders must provide a letter of acceptance of tender terms & conditions duly sealed & signed in this part (As per Annexure-1).

#### b) Part II: Commercial terms (Price Bid):

- 1. The prices applicable for the items, item-wise, in response to the tender shall come into this part in the prescribed format only. The bid will be rejected if rates are not quoted in the prescribed format. (ref. Annexure 2 and 3).
- 2. The tenderer shall indicate item-wise prices concerning their technical offer.
- 3. The tenderer/ Bidder should mention prices for all the quoted items (as mentioned in the technical bid) in this section.

#### **Prices**

- a) The Bidder/Tenderer shall only indicate unit prices in the prescribed format.
- b) Prices indicated on the price-schedule form shall be entered separately in the following manner:
- c) For Goods being offered from India/ abroad in INR: The price of the goods quoted should be FOR FITT, IIT Delhi, inclusive of all taxes (GST, Custom, etc.), charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form, installation, commissioning, training charges etc, if any. (Annexure 2)
- d) For goods being offered from abroad in currency other than INR: The price of the goods is quoted on FCA (named place delivery abroad) or FOB (named port of shipment), as specified in the price schedule form. The price should be FOR FITT, IIT Delhi, including all taxes, charges for insurance and transportation of the goods, agency commission, installation, commissioning, training charges, etc., if any. (Annexure 3)
- **e)** The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- f) Prices quoted by the Bidder/Tenderer shall be fixed during the Bidder/Tenderer's performance of the Contract and not subject to variation on any account.

#### 4. Responsiveness of Bids:

Before the detailed evaluation, the FITT, IIT Delhi, will determine the substantial responsiveness of each bid to the bidding documents. For this clause, a substantive responsive bid conforms to all terms and conditions of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- b) limits in any substantial way inconsistent with the Bidding Documents, the FITT, IIT Delhi rights or the Bidder/Tenderer's obligations under the Contract; or
- c) If rectified, it would unfairly affect the competitive position of other bidders/tenderers presenting substantially responsive bids.
- **d)** FITT, IIT Delhi's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.
- e) If a bid is not substantially responsive, it will be rejected by the FITT, IIT Delhi. It will not subsequently be made responsive by the Bidder/Tenderer by correcting the material deviation, reservation or omission.

#### I. Amendment of Bidding Documents

If issued for the tender, the Corrigendum shall form part of the Tender Document. Corrigendum will be posted on FITT, IIT Delhi website (www.fitt-iitd.in.) Bidders/Tenderers are requested to visit the FITT, IIT Delhi website regularly, note the corrigendum/amendments to the tender without fail, and submit the offer accordingly. FITT, IIT Delhi will not be responsible for ignorance of the corrigendum.

At any time before the deadline for submission of bids, the FITT, IIT Delhi may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder/Tenderer, modify the bidding documents by amendment. The same would also be hosted on the FITT, IIT Delhi website. All prospective bidders/tenderers are expected to surf the website before submitting their bids to be aware of the amendments.

Bidder/Tenderer who has submitted bids before publishing the document may revise their bid incorporating the amendments before the last tender date.

To allow prospective Bidder/Tenderer reasonable time to take the amendment into account in preparing their bids, the FITT, IIT Delhi, at its discretion, may extend the deadline for submitting bids and host the changes on the website.

**J. Custom Duty:** The FITT, IIT Delhi, has registration in the Department of Scientific & Industrial Research (DSIR).

## **Chapter 3. Evaluation and comparison of bids**

- **I.** The Purchases shall evaluate each bid that has been determined to be substantially responsive up to this stage of the evaluation.
- **II.** To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methods shall be permitted.
- III. The bids shall be evaluated on the following basis which shall be arrived as under:

#### A. For goods being offered from India.

Goods price will be calculated for FITT, IIT Delhi. The cost of the goods quoted will decide the lowest bid (L1), which should be FOR FITT, IIT Delhi, inclusive of all taxes (GST & Custom Duty, etc.) charges for inland transportation, installation, commissioning, training charges, insurance, and other local services required if any for delivering the goods at the desired destination as specified in the price schedule Price Bid format.

#### B. For goods being offered from Abroad.

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

#### C. Conversion to single currency:

To facilitate evaluation and comparison, Bids quoted in foreign currency will be converted into Indian Rupees at the selling exchange rate established by the Reserve Bank of India on its website on the date of price bid opening.

If charges for packing, forwarding, transportation inside India, custom clearance charges or other incidental charges are quoted extra in addition to the quoted rates, the amount must be specified. Packing, forwarding, freight, additional tax, etc., when quotes separately are reimbursable at actuals after production of original receipts/invoices. If external agencies are employed, their receipts must be enclosed with the invoice.

If a vendor wishes, he/they may, alternatively, quote the price of imported items in Indian rupees. In this case, the item may be treated as offered from India. Payment will be released accordingly. **Note:** when there is no mention of packing, forwarding, freight, transportation, insurance charges, taxes, etc., such offers shall be REJECTED as incomplete.

## D. Clearance and Delivery

On arrival of shipment/consignment, the supplier must arrange customs clearance and transportation up to FITT, IIT Delhi premises. The tenderer/bidder will do all types of clearance work and formalities to deliver/provide the equipment at the installation site. The expenses incurred will be reimbursed on an actual basis and will not exceed the quoted amount. FITT, IIT Delhi delivers all types of documentary support, including a Customs Duty exemption certificate. The custom duty, demurrage (in case of delay in the release of custom duty to the customs department by FITT, IIT Delhi) and government taxes/levies (if any) will be paid extra by the buyer after as per the term of payment. Please note that if your consignment is supplied from a different state, the State of Delhi may charge entry tax on all goods entering the State. This may be included in your quotation as a separate item. Entry tax will be reimbursed upon production of proof of payment. Principals will have to procure any requisite permission from the government of the country of origin for equipment.

## E. Agency Commission/other charges

Agency commission, if any, should be mentioned by the Bidder/tenderer and will be paid in Indian Currency. Please note that actual reimbursement will not exceed the quoted amount in any circumstances. FITT, IIT Delhi reserves the right to conduct a pre-dispatch inspection of goods, and the vendor must facilitate it at FITT, IIT Delhi cost for pre-dispatch inspection.

## F. Warranty Period:

The warranty period should be at least 3 years with spares or as mentioned in technical specifications (whichever is higher) from the installation date with satisfactory performance as per specifications.

## **Chapter 4: Terms and conditions**

- **A. Terms of Payment**: The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
- **I. Payment for Goods and Services offered from India:** Payment for Goods and Services supplied from within India shall generally be made in Indian Rupees, as follows: 100% payment will be made in account payee cheque or Draft/Online Transfer using RTGS to the Supplier, generally within thirty (30) days after the successful installation and commissioning of equipment's subject to submission of performance security, if any.
- **II.** <u>Payment for Goods and services offered from abroad:</u> Payment of the foreign currency portion shall generally be made in the currency of the contract in the following manner:
- **a) On Shipment:** All payments for foreign OEMs will be made through a letter of credit and all the bank charges within India will be borne by FITT. The payment terms would be as follows:

30% on Purchase Order through LC (LC would be shared on placement of Purchase order; LC would be released on equipment being dispatched on High Sea).

50% LC (LC would be shared on dispatch of equipment on High Sea; LC would be released on Landing at Delhi Airport) 20% LC would be released on Installation and commissioning of the equipment at R & I Park, IIT Delhi, Hauz Khas, New Delhi- 110016. The Goods shipped shall be paid through an irrevocable letter of credit (L/C) opened in favour of the Supplier in a bank in its country upon submission of the following documents specified below:

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

- I. Two copies of the supplier's invoice give full details of the good, including quantity, value, etc.
- ii. Packing list.
- iii. Certificate of country of Origin
- iv. Manufacturer's guarantee and inspection certificate/test report/
- v. An inspection certificate is issued by the purchaser's inspector, if any.
- vi. Insurance Certificate, if required under the contract.
- vii. Name of the Vessel/Carrier.
- Viii. Bill of Lading/Airway Bill
- Ix. Port of Loading.
- x. Date of Shipment
- xi. Port of Discharge & expected date of arrival of goods and
- xii. HS code of classification of goods.
- Xiii. Any other document(s) as and when required in terms of the contract.

**Note:** The nomenclature used for the item description in the invoices(s), packing list(s), delivery note(s), etc., should be identical to that used in the contract. The dispatch particulars, including the transporter's name, should also be mentioned in the Invoice(s). The Purchaser should receive the above documents before the arrival of the Goods, and if they are not accepted, the Supplier will be responsible for any subsequent expenses.

## b) On Acceptance:

The L/C will be confirmed at the supplier's cost if requested specifically by the supplier. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. All bank charges in India to the account of the opener and all bank charges outside India to the account of the beneficiary. Payment of the local currency portion shall be made in Indian

Rupees within thirty (30) days of presentation of the claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The L/C for 100% value of the contract shall be established after deducting the agency commission payable, if any to the Indian agent from the CIF/CIP value.

#### c) Performance Security (PS):

In compliance with this agreement, the winning bidder shall be obligated to provide 'Performance Security' equivalent to 5% of the total order value, denominated in Indian Rupees. This security shall be furnished in the form of either an 'Account Payee Demand Draft,' a 'Fixed Deposit,' and/or an 'Unconditional Bank Guarantee' issued by a nationalized bank and payable upon demand to the Foundation for Innovation and Technology Transfer. This security shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations by the supplier, including guarantee and warranty obligations. Failure to adhere to this provision shall result in the forfeiture of the bid security. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations.

#### **B Terms of Delivery:**

Delivery should be made within 6 weeks from the date of order of placement of goods offered from India or 12 weeks from the date of order of placement in case of goods offered from abroad. However, the delivery period will vary as per the item and urgency of the requirement of FITT, IIT Delhi.

#### a. The Insurance

shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "the warehouse to the warehouse/installation site", i.e., FITT, IIT Delhi on an "all risk basis", including strikes, riots, and Chemistry commotion.

#### b. Delayed delivery:

Maximum one-month extension in the delivery period may be given on the receipt of a written request of the successful vendor; however, liquidated damage at the rate of 0.5% of the price per week or part thereof of delay will be recovered from the firm of the value of undelivered goods. Request for an extension in the delivery period should be made before the last date of supply as mentioned in the Purchase Order.

#### c. non-delivery beyond the extended period:

If the Tenderer fails to execute the order within the delivery period as mentioned above, the order will be cancelled and EMD will be forfeited by the FITT, IIT Delhi

#### d. Installation time:

The Company must install the equipment within a period of 2 months from the date of delivery of the equipment at FITT, IIT Delhi, failing which order will be cancelled, and EMD will be forfeited. However, the necessary requirements for the installation of goods /equipment will be provided by FITT, IIT Delhi.

## C. Copyright:

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

#### D. Insurance:

- i. Should the purchaser elect to buy on a CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- **ii.** Where delivery of the goods is required by the purchaser on a CIF or CIP basis, the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary, initiate & pursue claims till settlement in the event of any loss or damage.
- **iii.** With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for following up with their principals to ascertain the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser in the event of the delay.

#### E. Right to use Defective Goods:

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

#### F. Site preparation and installation:

The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment if required. The supplier shall inform the purchaser about the site preparation, if any, needed for the installation of the goods at the purchaser's site immediately after notification of Award / Purchase Order/ Agreement.

#### G. Proposal Acceptance:

Prior to the expiry of the period of Bid Validity, FITT will notify the successful Bidder by e-mail / by registered/speed post. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which FITT will pay to the firm in consideration of the work performed by the firm as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of FITT. No correspondence will be entertained by FITT from the unsuccessful Bidders. The Letter of Award shall constitute a part of the contract.

## H. Signing Of Purchase Order (PO):

FITT, IIT Delhi will draft the Purchase Order, effectively integrating all agreed-upon terms between both parties. The successful Bidder is obligated to execute the Contract Agreement within 30 days from the date of issue of the Letter of Award. This document will also be considered a part of the Purchase Order.

- **a)** The Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- **b)** One copy of the PO duly signed by FITT authority and the Firm through their authorized signatories will be supplied by FITT to the Firm.
- c) In case the Successful Bidder does not sign the PO with FITT, FITT reserves the right to retender the project or to award it to the next suitable bidder (selected by the procedure mentioned above).
- d) The agreement may be suitably amended with mutual consent during the currency of the contract.

#### **EMPLOYMENT OF OFFICERS/ RETIRED OFFICERS OF THE FITT**

The Bidder(s), either at the Proposal stage or during the execution stage, shall not employ or attempt to employ any staff from current or past employees, including retired employees of FITT in any capacity unless such employee has completed at least two years post-retirement/ resignation or had obtained a 'No Objection Certificate specific to this effect.

#### STANDARDS OF ETHICS

FITT desires that the Firms shall observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of the above objective, this policy defines the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

**"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a Selection process or the execution of a contract,

"Collusive practice" means a scheme, arrangement or understanding between two or more Firms, with or without the knowledge of FITT, designed to establish prices at artificial non-competitive levels.

"Coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process or affect the execution of a contract. It is further provided that:

- FITT will reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question.
- FITT will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any time determines that the Firm has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

#### I. Force Majeure:

- i. Notwithstanding the Clauses relating to extension of time, penalty and Termination for Default, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- **ii.** For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- **iii.** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- **iv.** If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may, at its option, terminate the contract without any financial repercussions on either side.
- v. If any equipment supplied by the Tenderer is found to be substandard, refurbished, unmerchantable or

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

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

**Note**: Any disputes arising out of this enquiry shall be dealt with in the New Delhi jurisdiction. The bidder must sign all the pages of this tender and enclose it with the bid.

## **Chapter 5. Scope of Work**

#### 1. Installation Requirements:

The installation of the laboratory equipment is to be carried out on the 4th floor of Research and Innovation (R&I) Park, IIT Delhi. Please note the following installation requirements:

**Location**: The installation will take place on the 4th floor of the R&I Park.

**Power Outlets:** The provision of electrical power outlets requisite for the operation of the equipment will be ensured at the designated installation site. Notwithstanding, if the equipment demonstrates non-compatibility with the Indian standard power outlet, it shall be incumbent upon the selected vendor/bidder to guarantee that the equipment is compatible with the supplied electrical outlets. Furthermore, the selected vendor/bidder shall bear the responsibility for connecting the equipment to these outlets.

**Additional Outlets or Fittings:** If the equipment necessitates any additional power outlets, fittings, or special infrastructure beyond what is currently available at the installation site, it is the responsibility of the vendor/bidder to arrange for the installation and cost associated with these requirements. This includes, but is not limited to, the installation of gas purification panels, specialized plumbing, or any other infrastructure necessary for the proper functioning of the equipment.

**Site Inspection**: Prior to installation, the selected vendor/bidder may conduct a site inspection to assess the specific installation requirements and confirm the compatibility of the equipment with the provided infrastructure. Any findings from this inspection must be communicated to FITT, IIT Delhi for approval and any necessary modifications.

**Compliance**: The installation must adhere to all relevant safety and regulatory standards. The selected vendor/bidder is responsible for ensuring that the installation complies with local building codes, safety regulations, and any other applicable standards.

**Coordination**: The vendor/bidder is expected to coordinate closely with FITT, IIT Delhi personnel responsible for the installation site and any relevant third-party contractors to ensure a smooth and efficient installation process.

**Cleanup:** Upon completion of the installation, the vendor/bidder is responsible for cleaning up the installation area, removing any packaging materials, and disposing of waste materials in accordance with local regulations.

**Documentation**: The vendor/bidder shall provide detailed documentation of the installation process, including any modifications made to the equipment or infrastructure, to FITT, IIT Delhi for record-keeping and future reference.

## 2. Training Requirements:

The vendor is responsible for providing the following without additional charges:

- 1. Application Training for all the equipment by a trained person. Three (3) annual training of a minimum of 15 days each.
- 2. Detailed and Printed training SOP, as well as SOP for the instrument, should be provided at the time of installation and demo. 3. Equipment Specifications

## 3. Equipment Specifications

A. Name of the Product: Imaging Inverted Microscope

Quantity: 1 Name of OEM:

S. No.	Description	Specification and requirements	Compliance by the vendor (Yes or No)
1	Microscope Body/Optical System	<ul> <li>Inverted Microscope for Bright field, Phase contrast with LED illumination. (System should be upgradable to fluorescent imaging system, and components must be quoted separately).</li> <li>System should have different imaging methods such as single color, multicolor, and movie capture.</li> <li>Must be upgradable to fluorescence systems and must be quoted additionally.</li> <li>Condenser Light Shield, UV light shield, Power supply (India) 12V, 5A</li> <li>Block Condenser slide, Condenser slide for 4X objectives</li> <li>Diffusion condenser slider for brightfield applications</li> <li>Dust cover for the objective lenses.</li> </ul>	
2	Display Monitor	<ul> <li>The system should have integrated at least a 10-inch high-resolution LCD touchscreen display (1920 × 1080-pixel resolution) for better operation of the system.</li> <li>The system should have at least 120 GB solid-state drive (SSD), with 8GB ram support.</li> <li>USB 3.0 flash drive for image storage, preloaded with user documentation</li> <li>USB Wi-Fi adapter for wireless network connection to connect application</li> </ul>	
3	Illumination	<ul> <li>Automatic adjustment of illumination to contrast methods, Auto-off function, LED with a service life of 50,000 hours, constant color temp.</li> <li>System should have capability of Adjustable Illumination intensity for LED.</li> <li>The system should have contrast methods such as Epifluorescence and transmitted light (for brightfield and phase-contrast applications).</li> <li>The system should have a 2-position chamber for up to 2 fluorescent LED cubes as future upgrade options</li> <li>The optical system should have a motorized mechanism to interchange fluorescent channels.</li> </ul>	
4	Coarse and fine focusing	<ul> <li>Coaxial double knob for coarse and fine focus on both sides, travel range 9 mm, min.</li> </ul>	

			adjustment 2 um	
			adjustment: 2 µm	
		•	Focus mechanism should be manual and touchscreen-driven focus with submicron	
			(0.15µm) resolution.	
5	Objective Piece	•	System should have an objective capacity with a	
			4-position manual turret.	
		•	The system should have objective capacity with	
			a 4-position manual turret.	
		•	Optical system should have Infinity-corrected	
			optical system with RMS-threaded objectives	
			with 45 mm parfocal distance.	
		•	The system should have objective capacity with	
			a 4-position manual turret.	
		•	System should be able to accommodate high-	
			quality, long working distance (LWD), and	
			coverslip-corrected (CC) objectives having	
	01-4-		magnification from 1.25x to 60x.	
6	Stage		The system should provide and have	
			compatibility for mechanical stage for slides,	
			Hemocytometers, 6-, 12-, 24-, 48-, 96-, and	
			384-well microplates, 35-, 50-, 60-, and 100-	
			mm Petri dishes, T-25, T-75, and T-175 flasks.	
7	Camera		System should at least have High-sensitivity	
			color CMOS camera (2,064 × 1,536-pixel	
			resolution, 3.2 megapixels) with 3.45 µm pixel	
	Oli i a di		resolution.	
8	Objectives		System Should be supplied with at least three	
			objectives	
		1.	4X Objective, fluorite, LWD, phase-contrast,	
			0.13NA/10.58WD	
		2.	10X Objective, fluorite, LWD, phase-contrast,	
			0.30NA/7.13WD	
		3.	20X Objective, fluorite, LWD, phase-contrast,	
	0		0.45NA/6.12WD	
9	Supported output file	•	The system should be able to capture images	
	formats		at least 8-bit monochrome: TIFF, PNG, JPG 8-	
			bit color: TIFF, PNG and JPG Movies: MP4.	
		•	Images should be saved on an embedded hard	
			drive (preferably 120gb), a support for USB 3.0	
			memory stick, network drive, and cloud	
			storage.	
10	Certificates		IQ/OQ/PQ (Onsite Validation) and other	
			manufacturing certifications and CE certified.	

## **B.** Name of the Product: HPLC

Quantity: 1 Name of OEM:

S.no	Specifications	Description	Compliance by the vendor (Yes or No)
1.	Pump	<ul> <li>Quaternary Pump</li> <li>Two Separate Pumps must be quoted [Note: An additional plunger can be quoted separately)</li> <li>Flow rate setting range: 0.0001 to 10.0000 mL/min or better</li> <li>Flow rate accuracy-No more than ±1% or ±2 µL/min, whichever is greater?</li> <li>Gradient precision-0.1% RSD max</li> <li>Flow Rate precision -0.06% RSD</li> <li>Gradient accuracy-+/- 1%</li> <li>Pressure 5800 psi or Better</li> <li>Plunger capacity-10 µL (with increment of 0.0001 mL/min) or better</li> <li>Safety measures-Liquid-leakage sensor, high-pressure/low-pressure limits</li> <li>Must be having degassing unit</li> <li>Number of degassed solvents-5 or more</li> </ul>	
2.	Autosampler	<ul> <li>Number of Sample Capacity: 70 vials of 1.5/2ml or more</li> <li>Injection-volume accuracy: 1 % RSD</li> <li>Sample Carryover: Not more than 0.005% from previous injection.</li> <li>Injection loop Volume Range: 1 - 100 µl</li> <li>Injection Volume Precision: RSD ≤ 0.3 %</li> <li>Inbuilt Sample Temperature Control facility should be available (2-40 Deg)</li> <li>Number of repeated injections - 30 per sample</li> </ul>	
3.	Column oven	<ul> <li>Temperature Control Range: 5-80° C</li> <li>Temperature Precision: ±0.1°C</li> <li>25 cm (2 column) or more can Accommodate</li> <li>Block heating and electronic cooling or convection heating or cooling</li> <li>Safety features - Leak sensor, temperature fuse, temperature upper limit</li> </ul>	
4.	Photodiode array detector (PDA)	<ul> <li>Wavelength Range: 190-800 nm</li> <li>Light source: Deuterium lamp, Tungsten Lamp</li> <li>Wavelength Accuracy: ±1 nm or better</li> <li>No of Photodiodes: 1024 or higher</li> <li>Linearity range: - 2.5 AU or better</li> <li>Base line noise: ±5 × 10-6 AU or better</li> <li>Drift 0.4 × 10-3 AU/h or better</li> <li>Path Length: 10 mm</li> <li>Flow Cell Volume: ≤ 12ul or lesser, Pressure- 12 MPa</li> <li>Flow cell should be Temperature Control, Temp</li> </ul>	

Differential	control Range 19 to 50°C or Better  Peak Purity, Peak scanning facility to visualize any difference in spectra to find out multiple up to 4 co eluting impurity with retention time  Measurement Range 1 to 1.75RIU  Noise - ≤ 2.5x10^-9 RIU  Drift ≤ 1 X 10-7 RIU/h  Range A mode: 0.01 X 10-6 to 500 X 10-6 RIU; P, L mode: 1 X 10-6 to 5000 X 10-6 RIU  Response – 0.05 to 10 sec, 10 steps  Polarity Change -Available  Zero Adjustment – Auto Zero, Optical Zero, Fine Zero
Refractive index detector (RID)	<ul> <li>Maximum Flow rate – 20 ml/min (150ml/min in option)</li> <li>Range of cell temperature control – 30 to 60°C</li> <li>Cell – volume 9ul, Max. pressure 2Mpa</li> <li>Dimension, Weight – W260 x D420 XH140mm, 12 kg</li> <li>Operating Temperature Range – 4 to 35°C</li> <li>Power Supply- AC 100-240v, 150VA, 50/60Hz</li> </ul>
5. Chromatography software	<ul> <li>Suitable Chromatography software should be quoted.</li> <li>Software should be able to control complete HPLC System</li> <li>System Controller Should be available.</li> <li>Data buffering should be available with System Controller</li> </ul>
6. Accessories	<ol> <li>Computer &amp; printer:         Branded computer with i5 Processor, 8 GB RAM,         1TB (SSD) Hard Drive or better, All-in-One PC         system         B/W LaserJet printer</li> <li>UPS         3 KVA online with inbuilt battery for minimum         back up to 30 min of the instruments.</li> <li>Column         C18 5um 4.6x250- 1Nos         HPLC Autosampler Vials – 100 X 5.</li> </ol>
7. Certification	CE certified IQ/OQ/PQ certification

C. Name of the Product: Cell Counter

Quantity: 1 Name of OEM:

**Product Make and Model No.:** 

S.no	Specifications	Description	Compliance by the vendor (Yes or No)
1.	Counting Method	It should have atleast Brightfield. Fluorescence can be additional feature.	
2.	Cell Type Compatibility	Mammalian, Bacteria, Yeast	
3.	Measurement Time	<3 seconds	
4.	Sample volume required	Minimum 10 uL	
5.	Cell Size Range	It should be able to scan 4-60 µm or better	
6.	Data Output	USB, Wi-Fi, Cloud	
7.	Slide	It should be compatible with reusable and disposable	
7.	Compatibility	slides	
8.	Max Cell	1 x 10^7 cells/mL	
0.	Concentration	1 X 10 7 Cetts/IIIL	
9.	Display &	It should have a Standalone system and 5 megapixels,	
<b>J</b> .	Camera	2.5X optical magnification.	
10.	Consumables	Starter Pack: Including one time and reusable slides,	
10.	Consumables	and slides covers	
11.	Software	Compatible with 21CFR Part 11 compliance.	
12.	Certification	CE certified	
	Certification	IQ/OQ/PQ certification	

## D. Name of the Product: Vital Sign Simulator

Quantity: 1 Name of OEM:

S. No.	Specifications	Description	Compliance by the vendor (Yes or No)
1.	General specifications	Single instrument to perform simulations for ECG, NIBP, IBP, cardiac output temperature, Fetal Simulation, SPO2, Arrythmias	
2.	IBP	No. of channel:2, Impedance: up to 300 Ohm, Excitation Voltage: 2-16 V; Static pressure: 0 to 300 mmHg±1%	
3.	NIBP	Monometer range: up to 400 mmHg ±0.5%, SPO2: Range: 30-100%, Resolution:1%, Heart rate: up to 300 BPM@1BPM step ± 1%, Respiration: Up to 150 BPM, Range:0 to 1 Ohm ± 10 %, Impedance variation [Note: The unit should be compatible /upgradable enough for Masimo Rainbow Technology Waveform Test for Pulse oximetry in future required.	
4.	Cardiac output simulation	Calibration coefficient: 0.542 (0 °C injectate), 0.595 (24 °C injectate); Blood Temperature: 36 °C (98.6 °F) to 38 °C (100.4 °F) ±0.2 °C in 1 °C steps, Injectate Volume: 10cc, Injectate Temperature: 0 °C or 24 °C.	
5.	Fetal/Maternal-	Fetal Heart Rate (FIXED): 60 BPM to 240 BPM in 1 BPM	

	ECG	steps, Fetal Heart Rate (IUP): 140 BPM at beginning, then varies with pressure. Temperature simulation: Range Upto 40 °C, Accuracy± 0.4 °C. ECG testing: 0.5 - 5 mV ± 2 %, Amplitude up to 300 BPM@1 BPM step ± 1 %, Heart Rate. Input Supply: 230 ± 10% V AC, 50 Hz (±5%), Single phase/battery operated. Test Compliance Standards: Should comply standard IEC60601-2-49. [Note: Unit should be supplied with calibration certificate as per ISO 17025 available scope.  For prompt support OEM/manufacturer should have authorized service and calibration center within India and direct operations if any India will be an advantage for more reliable support.	
6.	External parameters	Humidity- 10% to 90% non-condensing, Battery Charger- 100 V to 240 V input, 15 V/2.0 A output. For best performance, the battery charger should be connected to a properly grounded.  Pacer pulse- 0(off), ± 2, ± 4, ± 6, ± 8, ± 10, ± 12, ± 14, ± 16, ± 18, ± 20, ± 50, ± 100, ± 2A00, ± 500, and ± 700 mV for lead II (reference lead). Accuracy- Reference lead II: ± (5 % setting + 0.2 mV). All other leads: ± (10 % setting + 0.4 mV). Pacer Pulse Width- 0.1 ms, 0.2 ms, 0.5 ms, 1 ms, and 2 ms ± 5 %.  Paced arrythmias – Atrial 80 BPM asynchronous 75 BPM. Demand with frequent sinus beats, Demand with occasional sinus beats, atrio-ventricular sequential non-capture (one-time) and non-function.  Power on Default- Amplitude 5mV, width 1ms, atrial waveform. Baseline NSR -80 BPM	
7.	Compliance	CE certified IQ/OQ/PQ certification	

## E. Name of the Product: Freeze dryer

Quantity: 1 Name of OEM:

No.	Specification	Description	Compliance by the vendor (Yes or No)
1.	Purpose and Scope	The freeze dryer is intended for environmental and industrial biotech applications, bioprocess development, and circular economy projects.	
2.	Capacity	<ul> <li>It should be a compact bench top system.</li> <li>Performance should be at least 2.2 liter of water/solution in 24 hr. and ice holding capacity at least 2.5 kg.</li> <li>Stainless steel chamber with minimum 4 port connections with individually controlled rubber valve</li> </ul>	

3.	Construction and Material	<ul> <li>suitable for flask, with connecters.</li> <li>Vendor should quote 900 ml Largemouth flask, rubber top for easy clean and retrieval of sample in powder form along with angled stainless-steel connectors.         Hight adjustable three tier product shelves.     </li> <li>The instrument should have ice condenser made with PTFE coated stainless steel coil inside the chamber to trap moisture.</li> </ul>	
4.	Temperature Control	The ice condenser temperature -84° or better with drain valve for disposal of defrosts material.	
5.	Vacuum Pump	<ul> <li>Vacuum pump must have displacement capacity of more than 90 Liter per hour @ 50Hz and 230 Volts.</li> <li>A vacuum pump should be able to achieve around ultimate vacuum of 1.5-micron vacuum.</li> <li>Electromagnetic pressure control for vacuum control.</li> <li>Should have vacuum break valve to prevent oil back streaming.</li> </ul>	
6.	Other	<ul> <li>It should have graphical and LCD display or only LCD for ice condenser, temperature and vacuum level and alarm massage.</li> <li>The refrigeration system should be HCFC/CFC free.</li> <li>It should have automatic and manual startup.</li> <li>Moisture sensor to protect the vacuum pump.</li> </ul>	
7.	Accessories	Vender will quote all the available accessories required to dry in Flask, Vials, ampoules to this model under optional items.	
8.	Documentation and Training	Instrument should be quoted for at least 1 year of comprehensive warranty and local support along with service engineer stationed nearby.	
9.	Compliance	CE certified IQ/OQ/PQ certification	

# **ANNEXURE**

#### Annexure 2

**Price Schedule form:** Price Schedule for Goods Being Offered from India/Abroad must be in INR (Separate forms must be used for all equipment's)

Name of the Bidder/Tenderer:

Name & Model No of offered good:

Tender No.:

S. No.	Details	Price per Unit in INR (Inclusive of all taxes)
1	Ex-works, Ex-warehouse, Ex-showroom off the shelf price (Inclusive of all taxes)	
3	Packing & forwarding up to station of dispatch if any	
4	Charges for inland transportation, insurance to ultimate destination i.e., FITT, IIT Delhi, if any	
5	Installation, Commissioning and training Charges, If any	
6	Warranty Period of 3 years from date of installation.	
7	Any other charges (Please specify)	
Tota	l Price (Sum of S. No 1 to 7) FOR FITT, IIT Delhi	

Total Bid price in Indian currency	
In words:	
Name	
Business Address	

## Note:

- (a) The cost of optional items shall be indicated separately.
- (b) Price should be quoted in the prescribed format only as per above.

Seal & Signature of Bidder

#### **Annexure 3**

Price Schedule f	<b>orm:</b> Price So	chedule for (	Goods Bein	g Offered fron	n India/Abroad	l must be in
INR (Separate for	ms must be ເ	ised for all e	equipment's	3)		

Name of the Bidder/Tenderer: Name & Model No of offered good: Tender No.:

S. No.		Price per unit in (USD)
1.	Total Price for final delivery at R&I park, IIT Delhi	
2.	**Custom charges (please mentioned %)	
3.	Installation, commissioning, and training Charges, if any	
4.	If any other charges (Please Specify)	
5.	Total Price (FOR FITT, IIT Delhi) (Sum of S. No 1 to 4)	

\*FITT, IIT-Delhi has DSIR Registration certificate. However, any concession/ discounts will be deducted from the price quoted.

Total Bid price in foreign currency:	
In words:	
(a) Indian agents name & address	
(b) The cost of optional items shall be indicated separately	

Seal & Signature of Bidder