

### UNIVERSITY OF KASHMIR

# Promotion of University Research & Scientific Excellence (PURSE)

Hazratbal Srinagar- 190006 (J&K) NAAC Accredited Grade "A+"

#### **NOTICE INVITING E-TENDER**

For and on behalf of Competent Authority of the University of Kashmir, e-tenders in a two-bid system are invited from reputed manufacturers/authorized dealers for supply, installation and testing of Lab equipment's as mentioned in the tender notice under the terms and conditions of the said notice. The bid/tender document consisting of qualifying information, eligibility criteria, specifications, bill of quantities (B.O.Q), terms & conditions and other details can be seen/downloaded from website www.jktenders.gov.in as per the schedule given below:

S. No	Activity	Date
1.	Date of issuance of tender notice	06/01/2022 (3:00PM)
2.	Date of downloading the bid documents	07/01/2022 (10:00AM)
3.	Bid Submission Start Date	07/01/2022 (1:30PM)
4.	Bid Submission Last Date	07/02/2022 (4:00 PM)
5.	Last date for submission of hard copies	08/02/2022 (4:00PM)
6.	Date and Time of Opening of Financial Bid	11/02/2022 (2:00PM)
7.	Date and Time of Opening of Commercial Bid	To be intimated after technical bid evaluation

Sd/-Dr. Altaf Bhat Coordinator PURSE

No: F-e-Tender (UOK/DST-PURSE-02)

Dated: 06/01/2022

# e-TENDER FOR SUPPLY OF EQUIPMENTS AT THE CENTRE FOR INTERDISCIPLINARY RESEARCH AND INNOVATIONS, UNIVERSITY OF KASHMIR

#### E-Tender Enquiry No: F-Tender (UOK/DST-PURSE-CIRI)

- 1. This bid aims for purchase of various scientific equipment's for our department. Therefore, for and on behalf of University of Kashmir, Srinagar, I as Principal Investigator/Coordinator PURSE Project invites e-tenders through www.jktenders.gov.in from eligible providers for "e-Tender for supply of the mentioned instruments". Bidders are requested to quote their best possible prices with special discount, as the set-up is a non-commercial public service educational initiative supported by University Grants Commission (UGC) and Ministry of Human Resource Development (MHRD), Government of India (GOI).
- 2. The address and contact numbers for sending bids or seeking clarifications regarding this e-TENDER are given below:
  - a) Bids/queries to be addressed to: **Dr Altaf Bhat, Coordinator PURSE, Laboratory Block, University of Kashmir, Hazratbal, Srinagar-190006**
  - b) Name/designation of the contact personnel: Dr. Altaf Bhat, Principal Investigator.
  - c) Telephone numbers of the contact personnel: +91 9797862135
  - d) E-mail ID's of contact personnel: altafbhat@uok.edu.in

#### 3. SCHEDULE OF VARIOUSACTIVITIES:

S. No	Activity	Date
1.	Date of issuance of tender notice	06/01/2022 (3:00PM)
2.	Date of downloading the bid documents	07/01/2022 (10:00AM)
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6.	Date and Time of Opening of Financial Bid	11/02/2022 (2:00PM)
7.	Date and Time of Opening of Commercial Bid	To be intimated after technical bid evaluation

#### 4. This TENDER is divided into five parts as follows:

Part I. Contains general information and instructions for the Bidders about the e-TENDER. Part II. Contains essential details of the items/services required, such as the schedule of requirements (SOR), Technical specifications, delivery period, mode of delivery and consignee details.

Part III. Contains terms and conditions of the contract with the supplier.

Part IV. Contains special conditions applicable to this TENDER and which will also form part of the contract with the successful Bidder.

Part V. Contains evaluation criteria and format for Price

- 5. This TENDER is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyers reserves the right to withdraw the TENDER, should it become necessary at any stage.
- 6. Prospective bidder may download the tender paper from the website

(www.jktenders.gov.in) and submit the bid in the institute in due time & date as mentioned in the tender document.

#### Part I: General Information

- 1. Last Date and Time for Depositing the Bids: As Given in the Front Page of the Tender. The bids (both technical and commercial) should be deposited/submitted by the due date and time. The responsibility to ensure this lies with the bidder.
- 2. Manner of Depositing the Bids: The Technical Bid of the Tender should be submitted in a sealed cover super scribing the wordings Technical Bid. Principal Investigator PURSE Project CIRI, University of Kashmir, Srinagar reserves the right to amend the Bid document, tentative schedule and critical dates. The bid document is available at department's office & can be downloaded from www.jktenders.gov.in. The cost of the bid document is Rs. 1000/to be paid by Cheque/DD in favour of Principal Investigator PURSE Project CIRI, and must be submitted along with the Technical Bid otherwise the bid will be rejected. Technical Bid in sealed cover should be superscripted with the words "Technical Bid for the supply of a -----(particular instrument/s)" against e-NIT No: F-e-Tender (UOK/DST-PURSE-02) Dated: 06/01/2022. Commercial bid should be filled as per the BOQ on www.jktenders.gov.in. The prices should be quoted exclusive of taxes and all applicable taxes must be mentioned separately. In case, taxes are not mentioned in commercial bid, prices shall be considered inclusive of taxes. Prices are to remain valid for 90 days from the date of opening of Commercial Bid. No hard copy of commercial bids need to be submitted.
- **3. Time and Date for opening of Bids: As given in the front page of the tender.** If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer through e-mail).
- **4. Place of opening of the bids: Office of Coordinator PURSE Laboratory Block, UNIVERSITY OF KASHMIR**, Srinagar. The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders after the commercial bid is opened. This event will not be postponed due to non- presence of your representative.
- **5. Two-Bid System:** Technical Bid would be opened and the tenders found eligible will go for opening of Commercial Bid on the same day or the day as decided by the competent authority and commercial bids of ineligible tenders will not be opened.
- **6. Clarification Regarding Contents of the TENDER:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought as per the date given in the front page of the tender. Clarification if any shall be notified on the website in the form of Corrigendum and no separate paper publication shall be made.
- **7. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- **8.** Validity of Bids: The Bids should remain valid till **90** days from the date of opening of the commercial bid.
- **9. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) INR 2,60, 000/=along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, EMD is to remain valid for a period of 90 days. EMD of the unsuccessful bidders will be returned to them at the earliest. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

#### For MSME and NSIC vendors, EMD is exempted as per the GFR 153 guidelines

- **10. Cost of Tender**: Cost of Tender Document will be **Rs 1,000**/- (nonrefundable) in the form of a DD/ Banker Cheque (not personal Cheque) in favour of Principal Investigator/Coordinator PURSE Project, University of Kashmir, Payable at Srinagar and the same is to be submitted along with the Technical bid.
- **11. Eligibility Criteria:** Firm/bidders blacklisted at any stage or by any State/Central Universities, NITs/IITs, Central/State Government body/PSUs etc. need not to apply.
- a) The bidder should be an Indian registered company engaged in respective area of works. The bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the contract
- **b) Minimum AVERAGE ANNUAL TURNOVER** of **Rs. 50 lakhs** in the last 3 financial years. (Balance sheet/CA certificate to be enclosed, duly supported by the income tax return for financial years 2018-19, 2019-20,2020-21).
- c) The bidder should have experience of similar work with reputed organization. The nature of completed work should be supply & satisfactory completion of project in various Government Institutes/Reputed Firms/PSUs. [NOTE: The documentary proof of Purchase orders in respect of works mentioned in bid must be submitted along with the bid.]
- d) Tenderer should submit documents in support of minimum eligibility criteria along with the tender/bid. NO document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.
- e) The Bidder/Tenderer should provide the following mandatory in formation:
  - i) Bidder/Tenderer must provide the information on the similar works completed successfully. Bidder/Tenderer must submit satisfactory documentary proof from endusers
  - ii) List of Organizations/Customers dealt by them.
  - iii) Last three year's copies of Income Tax Return Form and PAN number.
  - iv) Copy of Registration of Firm.
- f) Tenders/bids not meeting any of the above Eligibility Criteria shall be rejected.
- **12. Performance Guarantee**: Successful Bidders must have to submit the performance security @ 5% of the purchase order value or Contract value in the form of Fixed Deposit, Bank guarantee from a schedule commercial bank and will be retained up to the warranty Period.

#### Part II: Essential Details of Items/Services required

- 1. Schedule of Requirements: List of items / services required is as mentioned in Annexure- B.
- 2. Technical Details/Scope of work: Technical Specification of required items is as mentioned in Annexure-B
  - <u>Note:</u> All equipment/ tools/ accessories/ safety gears in concern will be provided by the firm.
- 3. Delivery Period: Delivery period for supply and completion of works would be 60 DAYS from the effective date of placing Work/Purchase Order. Please note that Purchase order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.
- 4. Terms for Delivery and Transportation: The definition of delivery period for the TENDER will be on receipt of Purchase Order
- 5. Consignee Details. Coordinator PURSE Project, University of Kashmir, Hazratbal, Srinagar 190006.

#### PART III - Standard Conditions of Tender Enquiry

- 1. The Firm is required to give confirmation of their acceptance of the Standard Conditions of the contracts which will automatically be considered as part of the Contract concluded with the successful Firm (i.e. Seller in the Contract) as selected by the Client. Failure to do so may result in rejection of the submitted Bid. The standard conditions of the contract may be pursued in the office of tenderer prior to submission of quotation.
- **2.** Law. The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- **3. Arbitration.** All disputes or differences arising out of or in connection with the tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply/Installation/performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm and this unit on any issue the final decision would be of The Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR. The arbitration will be governed by following:-
- All disputes or differences arising out of or in connection with the present contract
  including the one connected with the validity of the present contract or any part thereof
  should be settled by bilateral discussions.
- Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- The sole Arbitrator shall have its seat in Srinagar or such other place in India as may be mutually agreed to between the parties.
- The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- Each party shall have to bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- (Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).
- The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.
- The customer has noticed that the FIRM has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/companyetc.
- As per decision of the Arbitration Tribunal.

- **4. Penalty for use of Undue Influence.** The Firm undertakes by bidding for the Tender Enquiry, that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Firm or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm) or the commission of any offers by the Firm or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Client to cancel the contract and all or any other contracts with the Firm and recover from the Firm the amount of any loss arising from such cancellation. A decision of the Client or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Firm. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Firm towards any officer/employee of the Client or to any other person in a position to influence any officer/employee of the Client for showing any favour in relation to this or any other contract, shall render the Firm to such liability/ penalty as the Client may deem proper, including but not OPEN to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Client.
- **5.** Access to Books of Accounts In case it is found to the satisfaction of the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR that the seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the Seller, on a specific request of the Principal Investigator/Coordinator PURSE Project CIRI, UNIVERSITY OF KASHMIR, shall provide necessary information/ inspection of the relevant financial documents/information.
- **6. Liquidated Damages.** In the event of the Firm's failure to provide services and maintain the agreed uptime etc. as specified in this contract, the Client may, at his discretion, withhold any payment until the completion of the contract. The Client may also deduct from the Firm as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of payable amount as per the scheduled terms of payment.
- **7. Non-disclosure of Contract Documents**. Except with the written consent of one party, the other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- **8. Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or email or registered prepaid mail/airmail, addressed to the last known address of the party to whom it is sent.
- **9. Premature Termination of Contract**. A contract may be terminated in the following circumstances:
- When the FIRM fails to honor any part of the contract including failure to deliver the contracted stores/render services in time.
- When the FIRM is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
- When both parties mutually agree to terminate the contract.
- When the item offered by the FIRM repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.
- Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.

- The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.
- The Firm is declared bankrupt or becomes in solvent.
- **10. Transfer and Sub-letting**. The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof without prior consent in written from Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR.
- The FIRM may subcontract any part of Scope of Work on mutual agreement with the CUSTOMER. The FIRM can under no circumstance sub-contract the complete Scope of Work to a Third Party.
- The FIRM would be entirely responsible for quality / standard and timely execution of the sub-contracted work. The FIRM is to draw up a suitable Quality Assurance (QA) Plan with the Sub- FIRM and a copy of the same along with Record of Inspection in accordance with such QA Plan shall be submitted to the CUSTOMER.
- The supervision of work for the sub-contracted jobs is to be done by the FIRM. The FIRM is not permitted to seek any extension of Completion Date citing delay on the part of Sub-FIRMs or rework arising out of Sub-Contracted work.
- 11. Patents and other Industrial Property Rights. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of any or all the rights mentioned above.
- **12. Amendments**. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 13. Taxes and Duties. All the rates quoted should be inclusive of all taxes including the GST.
- **14. Transportation and Material Handling.** The FIRM (supplier) will arrange necessary transport and labour at own cost for loading and unloading the items.

#### **PART IV – Special Conditions**

- **1. Option Clause.** This contract has an Option Clause, wherein the Client can exercise an option to procure an additional quantity of items in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Client to exercise this option or not.
- **2. Repeat Order Clause.** This contract has a Repeat Order Clause, where in the Client can order as desired quantity of the items/services under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Client to place the Repeat order or not.
- **3. Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of Tender Enquiry till placement of the supply/work order, Client reserves the right to increase or decrease the quantity of the required goods/services without any change in the terms & conditions and prices quoted by the Firm. While awarding the contract, the quantity/services ordered has been increased or decreased by the Client within this tolerance limit.
- **4. Payment Terms**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT/RTGS mechanism instead of Payment through cheques. No Advance payment will be made. Payments can be made either through establishing L/C with the original manufacturer or 100% payment will be made after the supply and successful installation and demonstration of the instruments.
- **5. Paying Authority**. The payment of bills will be made by the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR within 60 days of submission of the following documents by the SELLER to the Paying Authority:
  - (a) 02 ink-signed copies of Commercial invoice/SELLER'sbill.
  - (b) A work completion certificate post Supply/Installation/User Satisfaction certificate from Principal Investigator at Principal Investigator/Coordinator PURSE Project CIRI, University of Kashmir.
  - (c) Photocopy of Performance Bank guarantee.
  - (d) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- **6. Risk & Expense Clause.** Should the services or any installment there of not be delivered with the time or time specified in the contract documents, or if unsatisfactory delivery are made in respect of the services or any installment thereof, the BUYER shall after granting the SELLER 60 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- **7. Force Majeure Clause.** Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the nonperformance results from such Force Majeure circumstances as flood, fire, earth quake and other acts of God as well as other circumstances beyond the parties control that have arisen after the conclusion of the present Contract.
- a) In such circumstances, the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time action of these circumstances and their consequences.
- b) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (ten) days from the moment of their beginning.
- c) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent

authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

- d) If the impossibility of complete or partial performance of an obligation lasts for more that 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- **8. Quality Assurance**. Assurance of quality is the responsibility of the firm and firms are to indicate exclusively and submit proofs of quality assurance norms being followed.
- **9. Inspection.** The inspection of delivered items would be carried out by the representative/s of the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR.
- **10. Period of Contract**. The contract shall be valid for a period of **12 months**, from the date of issue of Purchase Order.
- 11. Extension Clause. The contract agreement may be extended further for a period mutually agreed between the buyer & seller, without any changes in rates quoted, and, on same terms and conditions mentioned in the extant tender document. However, charges in taxes/Government levies incorporated from time to time would be catered in concluding extension in contract. Any such extension would be processed only after submission of a certificate by the seller mentioning —No downward trend in price and with the approval of the competent financial authority.

#### Part V – Other/Miscellaneous Information

#### 1. The Broad Guidelines for Evaluation of Bids.

- Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender Enquiry.
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- Prices quoted by the FIRM should be precise and unambiguous. Rate per unit is to be quoted individually as per format for submission of "Q" bid at **Annexure "D"**. Clarifications, if any, may be obtained from this office prior to submission of tender.
- FIRM can quote for some or all categories mentioned in the "Q" bid submission format.
- Evaluation of the bid shall be carried out basing on the cost of the financial bid.
- **2.** Price/Commercial Bid Format: The rates for Items/services & spares are to be quoted as per Enclosure to "Q" bid Format. CUSTOMERS are required to forwarded 'Q' bid (Annexure D) electronically.
- **3. Technical Bid Format:** The Technical Bid is to submitted as per format attached with this tender document appended at Appendix-E

#### **4. CHECKLIST**(ON THE LETTER HEAD OF THE BIDDER)

The Bid must include a check list in the following format. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.

Sl.No	Documents	YES/No	Proof of Document Attached
1.	Cover letter by bidder (On the		As per the format given in
	Letter		Annexure A
	Head of the Bidder)		
2.	Check List		As given in the tender document
3.	Tender Fee.		As given in tender document
4.	Earnest Money Deposit (EMD), if required.		As given in tender document
5.	Registration Certificate of the Bidder		Copy of Registration Certificate
6.	Documents in proof of Minimum		(Balance Sheet/CA
	Average Annual Turnover as per		Certificate,
	tenderDocuments		
7.	Documents in proof of Similar work		(Copy of Purchase Order,
	experience		etc.)
8.	Affidavit to the effect that the		Furnish details as per
	bidder is not Black Listed by any		Annexure-C
	State/Central		
	Universities NIT/IIT/IIIT		

9.	Documents in proof of Availability of Technical and Financial strength	Dealership/Distributor/OEM Certificate, Any valid document
	to	in
	undertake the work	proof of financial strength
10.	Latest Income Tax Return (Last Three	Copies of Income Tax Returns
	Years)	filed for last three years
11.	List of Organization/Customer Dealt.	Furnish details as per Annexure-F
12.	Compliance Sheet	Furnish details as per Annexure-G
13.	Other Documents	As given in the tender

#### 5. Cover letter by bidder (On the Letter Head of the Bidder).

equipment/s to the Coordinator

To Coordinator PURSE UNIVERSITY OF KASHMIR, Srinagar.

Draft

Dear Sir,

# BID PROPOSAL SHEET (ON THE LETTER HEAD OF THE BIDDER)

We, the undersigned Tenderers, having read and examined in detail the specifications as

Subject: Supply of equipment/s to Coordinator PURSE, Laboratory block UNIVERSITY OF KASHMIR, Srinagar.

specified in this document in respect of **Supply of** 

Tender 1	No.			
Tender Fees Submitted		YES/NO noapplicable)	(Please strike off wha	ntever is
Amount	Mode	Date of Issue	Name of Bank	Valid up to
	Demand Draft			
EMD submitted		YES/NO noapplicable)	(Please strike off wh	atever is
Amount	Mode	Date of Issue	Name of Bank	Valid up to
	Demand			

**ADDITIONAL PURCHASE/WORK ORDER:** We understand that the Principal Investigator/Coordinator PURSE Project CIRI, UNIVERSITY OF KASHMIR, Srinagar, in case of the requirements may also place repeat purchase order/work order. In such cases, we shall accept and execute all the purchase/work order placed on us by the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR, Srinagar.

**BID PRICING:** We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase/decrease at the time of Award of Purchase Order as per the requirements of the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR.

**QUALIFYING DATA:** We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### **CONTRACT PERFORMANCE SECURITY:**

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee for the amount of 5% of the total order value.

**PAYMENT TERMS:** We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.

#### CERTIFICATE AND DECLARATION:

- a) I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition/modification/alteration is noticed in the Original Document. I/We will abide by the terms and conditions contained in the original tender document, failing which Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR, Srinagar reserves the right to reject the tender and/or cancel the contract.
- b) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged/tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR, Srinagar is authorized to make enquiry to establish the facts claimed and obtained confidential reports
- c) In case it is established that any information provided by us is false/misleading or in the circumstances where it is found that we have made any wrong claims, the Principal Investigator/Coordinator PURSE, UNIVERSITY OF KASHMIR, Srinagar is authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- d) I/We assure the Institute that neither I/We, nor any of my/our workers, will do any act which is improper/illegal during the execution, in case the tender is awarded to us.
- e) I/We assure the Institute that I/We will NOT be outsourcing any work specified in the tender document, to any other firm.
- f) Our Firm/Company/Agency has not been blacklisted or banned by any Govt. Department, University, Autonomous Institute or any other Govt. organization.
- g) I/We certify that, I have understood all the terms & conditions, as indicated in the tender document, and hereby accept all the same completely.
- h) I/We, further certify that I/We, possess all the statutory/non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services.
- i) I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract.
- j) I/We certify that the submitted quotation duly paginated and contains from page no. 1 to......

Date, Signature and Seal of the Manufacturer/Bidder

#### ANNEXURE "B"

### Technical Specifications of Required Items

S.No	Instrument	Description	Qty	
01)	Flow cytometer High Speed cell sorter/ FACS Cell Sorter	<ul> <li>Figh End flow cytometer cell sorter required with at least 5 lasers: 488 nm blue laser, 633-642nm red laser, 405nm Violet laser UV 355nm&amp; YG laser 561nm.</li> <li>Each of the 5 lasers should have strictly their own dedicated beam spot/pin hole for simultaneously excitation without any customization with the base instrument and there should not be any shared arrangement of lasers/colinear arrangement.</li> <li>The system should have at least 18 fluorescence/color (20 parameters) measurement capabilitysimultaneously.</li> <li>The system should have fixed aligned or minimal/automated laser alignment.</li> <li>The quoted system should not be open architecture &amp; all electronics, optical fibers, lasers should be cabinet enclosed.</li> <li>The system should have different nozzles of size from 80 micron up to 125 microns or more and the same should be provided.</li> <li>The system must have built-in sorter capable of at least 4-way sorting.</li> <li>System must be offered with temperature control option.</li> <li>The system should be able to acquire &amp; sort at least 50,000 -70,000 events/second.</li> <li>The system should have option of automatic cell deposition unit which allows for slide and platesorting.</li> <li>Data Management system: Latest PC Workstation from source only (NO LOCAL SUPPLY), with compatible monitors (2X19").</li> <li>System must have the option for BSC Class II A2 integration facility in future.</li> <li>User lists &amp; performance certificates for the quoted model from at least 5 different users of Govt. ofIndia research or academic institution of repute must be provided.</li> <li>Vendor must provide warranty for three years from the date of installation.</li> <li>Demonstration of the quoted instrument, if requested, should be provided to the technical committee during technical evaluation within Kashmir or Delhi NCR.</li> </ul>	1	
02)	XRD Powder Diffractometer		1	
		Technical Specification of Floor Mounted Multipurpose XRD System		
		General Description:  The XRD system must be having following facilities/capabilities:		

- ✓ Powder Diffraction- essential.
- ✓ Reflection as well as transmission Experiments.
- ✓ Thin Film Glancing Angle X-ray Diffraction(GID) Essential.
- ✓ Small Angle X-ray Scattering(SAXS)- analysis for particle size distribution and pore size distribution analysis in the range of 1 nm to 100 nm-- Essential.
- ✓ In-Situ measurement/In Operando Experiments fo Electrochemical cells.
- ✓ System must have remote control diagnostics feature. Complete Software and hardware for the same should be quoted.
- ✓ System must be fully controlled though software.
- ✓ The quoted XRD model must be upgradable for Non-ambient phase transition studies, etc. in future at site.
- ✓ The quoted XRD model must full fill the recommended safety standards

#### **Performance Specifications**

1) Essential Analytical Capability:

System must be capable of sensing and recognize all the components in the beam path including X-ray tube, optics in both primary and secondary side along with the detector to be used in real mode. The XRD system able to analyze thin film having 10-150 nm thickness or better

- 2) The XRD system must be upgradable at site for High and low temperature accessories.
- 3) X-Ray Generator
  - a) Output power:  $\geq 3 \text{ kW}$  or more
  - b) Voltage: 5 50 kV or better
  - c) Anode Current: 5 60 mA or better
  - d) Control: Fully controlled through software
- e) Stability:  $\leq 0.005\%$  per  $\pm 10\%$  variation of main voltage or better
  - f) Voltage increment: 1 kV
  - g) Current increment: 1 mA
- 4) Goniometer
  - a) Type: Higher resolution Theta/Theta, Vertical
- b) Scan:  $\theta/\theta$  coupled and  $\theta/\theta$  decoupled. The Goniometer should be with independent  $\theta$  and  $2\theta$  drives for accurate positioning. The offered goniometer must be usable in reflection and transmission based measurement.
- c)  $2\theta$  angular range: Lower limit  $\leq$  900 , upper limit  $\geq$  1620 or better
  - d) Minimum step size:  $\leq 0.00020$  or Better
  - e) Anglular reproducibility:  $\pm 0.00010$  or lower
  - f) Goniometer radius: ≥ 220 mm or more
- g) Angular uncertainty from gear backlash should be avoided using appropriate optical encoders.
- 5) X-Ray Tube
  - a) Target: Copper.
- b) Focus: Focus: Long fine focus (LFF) X-ray tube. The tube should have the facility to rotate from LFF to true point focus and vice versa without affecting the alignment of the Instrument as well as disconnecting electrical and water connections.
- c) Point focus should not use slits and must be true point focus of the X-ray tube. X-ray tube should be fully capable of automatic tube identification in real mode.
- d) Insulation: Sealed X-ray tube should have Ceramic Insulation or better
  - e) Max. output Power:  $\geq 2.0 \text{ kW}$  or more

- 6) Sample stage/platform/holder, changer
- a) Rotating sample stage suitable for spinning reflection and transmission to accommodate powder, thin films
- b) Capillary sample stage must be offered along with alignment microscope and spinning facility with 50 nos. of capillaries.
- c) Zero background sample holder with groove minimum 1 no.; suitable sample holders (minimum 10) for Reflection based XRD experiment.
- d) Sample stage/sample holder with z translation for accurate alignment of thin film with the incident x-ray beam.
- e) Suitable Beam Knife for low angle measurement.
- f) Sample stage accessories and accessories for air sensitive samples
- g) Electrochemical storage device cell attachment with suitable adapter or stage for in-situ XRD analysis of electrodes for electrochemical studies
- h) Powder sample Preparation kit
- 7) An Electrochemical Workstation

with Bipotentiostat/Galvanostat with Corrosion, Impedance, Electrochemistry s/w, Latest Windows Based Acquisition s/w also includes power supply 220V/50Hz, Interface Cable for Serial & USB Port, Cell Cable, Manuals & Installation, for In-situ XRD-analysis of electrodes with specification of;

- 1. 2-3-4 electrode configuration
- 2. Floating (isolated from earth) or earth ground
- 3. Potential scan range:  $\pm 10$  V or better
- 4. Compliance Voltage: ± 13 V or better Applied potential accuracy: ±2 mV or better
- 5. Applied potential resolution: 0.0015% of potential range
- 6. Potentiostat bandwidth: 1MHz
- 7. Measured current range: 50pA to 250mA
- 8. Max current: 350mA or better
- 9. Measured current resolution 30fA
- 10. Floating (isolated from earth) or earth ground
- 11. System should be Bipotentiostat

**Experimental Parameters** 

- 1. CV and LSV scan rate: up to 8000 V/s or better
- 2. Potential increment during scan: 0.1 mV @ 1000 V/s
- 3.CA and CC pulse width: 0.0001 to 1000 s
- 8) Optics

Optics should be necessary/appropriate soller slits, motorised automated divergence slits, motorised automated anti-scatter slits, motorised automated receiving slits and Beta filters

- Geometries: Bragg Brentano (BB) and Parallel Beam (PB).
- Reflection and transmission geometry must be included.
- Filters: Suitable K $\beta$ -filters for Cu radiation and should be able to minimize/eliminate K $\alpha$ 2.
- Collimator/ Capillary optic to guide the x-ray beam up to the sample surface.
- System must have fully automated software controlled, tool free and alignment free switchover from Bragg Brentano Geometry to Parallel Beam Geometry using graded parabolically curved multilayer mirror and suitable optics in both incident and diffracted beam side.
- The optical system of the quoted XRD must be such that it generates two separate beam paths:
  - a. Focussing beam using slit systems

b. Parallel beam using Graded parabolic Multilayer mirror in incident beam side and equatorial soller slits/parallel plate collimator in diffracted beam side.

#### 9) Detector

Solid-state detector suitable for powder analysis, solid samples, thin films, nonmaterial with high sensitivity (i.e.,  $\geq$ 99% for Cu in the range of 0 to 108 CPS and very less background noise).

- a) The Detector should able to handle sample with fluorescence and able to suppress secondary fluorescence without any need for secondary monochromator.
- b) Should have good angular resolution and fully capable for use with all kinds of radiations like Cu, Co, Mo, Cr, Ag & Mn.
- c) The 1D detector should be capable of working in 0D and 1D mode or better
- d) The detector must be having minimum 150 channels/pixel and must not use any gas or liquid in it's operation.

#### 10) Standards

- a) Fluorescent screen for positioning the X-ray beam,
- b) NIST standard sample for checking the accuracy of the peak position within  $\pm 0.010$  over the entire goniometer angular range.
- c) NIST standard sample (gold nanoparticle) for Small Angle X-ray Scattering (SAXS) application.

#### 11) Software

- a) Licensed version of the software to control the complete XRD instrument including all the components, system diagnosis, data evaluation, qualitative and quantitative analysis software and search match.
- b) Latest release of ICDD PDF4 AXIOM Database with 2 user licenses having minimum 3 years validity with all updates must be quoted.
- c) Rietveld based standardless quantification refinement package with Structure analysis, profile fitting, lattice parameter refinement, crystallite size determination, ab-initio structure solution from powder data should be included.
- d) Software for data collection and data analysis of thin film GID analysis and Small Angle X-Ray Scattering
- e) All the application software must be quoted with minimum 2 users licenses in the name of our university.

#### 12) Computer and printer:

Computer with minimum i5 processor, 8 GB RAM, 1 TB HDD, graphics card, 24" TFT/LED monitor for control and data collection of the system for various measurement. One color laser printer should also be provided.

One Additional PC system with minimum i7 processor, 16 GB RAM, 2 TB HDD+ 256 GB SSD, 27" LED monitor, graphics card, WINDOWS10 Pro OS, anti-virus software to be provided for XRD data evaluation purpose.

#### 13) Safety:

- a) Provision for detection of abnormal cooling water flow, pressure and temperature, abnormal generator overload and shutter malfunction detection.
- b) The XRD instrument should be complied as per International Safety Standards and regulation norms, pertaining to X-ray Radiation and other hazards.
- c) The quoted XRD model must have valid AERB type approval.

#### 14) Manuals:

All the operational manual, application manual as well as service manual along with schematic in English are to be provided.

#### 15) Cooling system:

Suitable reputed Indian make external water chiller compatible with the main instrument with piping and dust filter/traps. The chiller should be equipped with safety alarm system against abnormal pressure.

#### **16)** <u>Uninterrupted power supply:</u>

Minimum 10 kVA or more IGBT based Online UPS with built-in isolation transformer and minimum 30 minutes back up. UPS must be able to handle XRD system, computer and pump of the external water chiller.

#### 17) Other mandatory requirements

- Quoted system should be the latest model from manufacturer.
- Supplier should have minimum 2 (Two) factory service engineers.
- Pre-installation requirements must be provided within 7 days of receipt of the order.
- Recent PO copies & installation certificates of quoted model in India – 3 nos. The PO copies must not be more than 5 years old

#### 18) Application and Operation Training

Supplier/manufacturer must provide complete application and operation training for all aforesaid applications for minimum 5 working days at site at the time of installation and once every year for the warranty period. Besides onsite training, supplier has to arrange for advanced application training for 2 of it's faculty members at their application laboratory for minimum 2 days free of cost.

#### 19) Warranty:

The quoted XRD system must be provided with minimum 36 months warranty. Additionally, extended warranty for 4th & 5th Year to be quoted separately. This warranty must include all spares, X-Ray Tube, detector including engineering labour cost. The warranty replacement part must be supplied free of cost on DDP( Duty Delivery paid) basis without any financial implication to the university.

# AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I/We Proprietor/Partner(s)/					
that the firm/company nam has not be Investigator/Coordinator I Government organization for the state of	en blacklisted PURSE, UNIVER	or deba RSITY OF	rred in the KASHMIR	he past by	y Principal
		Or			
I/We Proprietor/Partner(s declare that the firm/compwas blacklis	any namely M/S				
Project CIRI, UNIVERSIT	Y OF KASHMIR	k, Srinagar	, or any other	r Government	t Department
from taking part in Govern The period is over on Government tenders. are fully aware that Investigator/Coordinator I shall be forfeited. In additi CIRI, UNIVERSITY OF k completed/ partially completed/	In case the the tender/contraction to the above Paragraph (ASHMIR, Srinage)	the firm above act will SITY OF rincipal In	/company is information be rejected KASHMIR, vestigator/Co	entitled to found /cancelled b Srinagar, a pordinator PU	take part in false I/We by Principal nd EMD/SD JRSE Project
Signature		•••••	•••••		
Name		•••••	••••		
Capacity in which assign	ed:	•••••		•••••	
Name &			the	firm:	
Date:					
Signature of Bidder wit	th seal.				

#### "Q" BID FORMAT

This Document is available online in as Excel File. The "Q" Bid has to be submitted electronically in the format given on the Website (BOQ). Technical Quotes should in no case include Rates or hard copies of BOQ. Any bids accompanying BOQ in hard copy format shall be rejected.

#### Annexure "E"

#### **Technical BID FORMAT**

Sl. No	Documents
1.	Cover letter by bidder (On the Letter Head of the Bidder).
2.	Check List on the letter head of the institute.
3.	Tender Fee.
4.	Earnest Money Deposit (EMD), if required.
5.	Registration Certificate of the Bidder.
6.	Documents in proof of Minimum Average Annual Turnover as per tender Document
	(Balance Sheet/CA Certificate, etc.)
7.	Documents in proof of Similar work experience (Copy of Purchase Order, etc.)
8.	Affidavit to the effect that the bidder is not Black Listed by any State/Central
	Universities
	NIT/IIT/IIIT
9.	Documents in proof of Availability of Technical and Financial strength to undertake
	the
	work
10.	Latest Income Tax Return (Last Three Years)
11.	List of Organization/Customer Dealt.
12.	Compliance Sheet
13.	Other Documents (As Mentioned in the tender)

#### List of Organization/Customer Dealt

Provide at least THREE references with compatible network size and complexity to which you have provided similar implementation and/or integration services. Please use this format for your response. RESPONSE **ITEM** REFERENCE1 Company/Institution Name Address Scope of Project Dates of Engagement Contact Name and Title Email Telephone REFERENCE2 Company/Institution Name Address Scope of Project Dates of Engagement Contact Name and Title Email Telephone **REFERENCE3** Company/Institution Name Address Scope of Project Dates of Engagement Contact Name and Title Email Telephone

### **Compliance Sheet**

S.No	Instrument	Brand/ Make	Is the item to be supplied as per the specifications as mentioned in Annexure B (Y or N)	Remarks if any
01)	Flow cytometer High Speed cell sorter/ FACS Cell Sorter			
02)	XRD Powder Diffractometer			

Signature of Bidder with Seal