

ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE

(Indian Council of Medical Research)

20-A, Dr. Ambedkar Road, Pune: 411 001. (INDIA)

Website : <http://www.icmr.nic.in> , www.niv.co.in

E-mail : purchase-niv@gov.in / nivpurchase@yahoo.co.in / nivimports@gmail.com

Tel. No. : 020-26006209/229/290

NOTICE INVITING RE-TENDER

Tender No. ICMR-NIV/PUR-COVID/ 2021-22

Due on: 24th January, 2022

Quotations/Tenders are invited from reputed manufacturers, suppliers or their representatives for supply, installation, testing, demonstration, training and commissioning of laboratory instruments / equipments; details of which are given in Part-I of tender document.

The document containing three parts (Part-I: Technical specifications, Part-II: Terms & Conditions and Part-III: Checklist), is available in our websites : **www.icmr.nic.in**, **www.niv.co.in** & **www.eprocure.gov.in**. The same may be downloaded and offers be submitted to The Director, ICMR-National Institute of Virology, Pune in sealed envelope. Last date for submission of tender is **24th January, 2022 by 03.00 pm**. In case any bidder fails to follow any or more of these conditions, the offer shall be summarily rejected. Late/incomplete quotations will not be considered.

Bidders are advised to regularly visit ICMR-NIV website : www.niv.co.in for corrigendum / amendments, if any, that will be notified only on the above NIV website. Director, ICMR-NIV, Pune reserves the right to accept or reject any/all applications without assigning any reason thereof.

DIRECTOR

PART - I : SCHEDULE OF REQUIREMENTS :

PP NO. 1401, 4700

Group : Influenza and BSL-4

1. Bio analyzer - Qty 2 Nos.

- Multi-channel capillary gel electrophoresis system (Automated)
- Replaceable gel cartridge
- 96 sample capacity with flexible throughput
- Detection sensitivity up to 1ng/ μ l of DNA or RNA
- Resolution: up to 1-5 bp in DNA fragments of size 10-500 bp
- Data view be both in gel view and electropherogram format
- Software for flexible separation methods for DNA RNA and protein work and capable of collecting qualitative and quantitative data in digital format.
- Analysis time: in the range of 5-20 min per 12 samples.
- **Electricals** – 230-240 V/50-60Hz

Other requirements:

- Operational and maintenance manual with SOP.
- Installation, validation/performance demonstration carried out at site.
- All the necessary certification to be provided at the time of Installation.
- To be quoted by manufactures & Authorized dealers who have satisfactorily installed the units at National Research Laboratories/Institutes.

ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE

Part – II : TERMS & CONDITIONS

IMP Note:

The terms & conditions mentioned below shall be binding and no other terms and conditions of the tenderers shall be accepted by ICMR-National Institute of Virology, Pune. No correspondence in this regard will be entertained.

1. Bidders are requested to submit detailed tender for each of items separately in their own forms under Single Bid System for items mentioned in the PART-I, in sealed envelope. **The equipment quoted should be readily available and should be delivered within one month from the date of issue of Purchase Order.**
2. **Submission of Bids :-**
 - (a) Tender / Quotation may be submitted at Inward Section, ICMR-NIV, Pune-411 001.
 - (b) Last Date for submission of bid: **24th January, 2022 till 03.00 pm**
 - (c) The sealed envelope should be superscripted **“Tender for (Name of the item); due on 24.01..2022”** and to be submitted to the address given below so as to reach before due date & time

**The Director
ICMR-National Institute of Virology,
20-A, Dr. Ambedkar Road,
Pune 411 001**

Attn : Administrative Officer, Purchase Section

Bidder's full address should also be indicated on the envelope

- (d) Bid received after the due date & time will not be considered under any circumstances.
 - (e) **ICMR-NIV, Pune will not be responsible:**
 1. For delay/late bid submitted/sent by post /courier etc.
 2. For non receipt of bid at proper place.
 3. Any bid received by ICMR-National Institute of Virology, Pune after the due date and time will not be accepted/considered under any circumstances.
 - (f) Opening of Bids: Bidders / agent need not be present while opening of bids under single bid system. Tender opening Committee of the Institute will open the bid internally. Subsequently Technical Committee of the Institute will evaluate the bids. The lowest Evaluated bidder (lowest of technically qualified bidder) as per recommendation of Technical Committee will be final and binding in this regard.
3. **BID SECURITY/EARNEST MONEY DEPOSIT (EMD):** A Bid Security or Earnest Money equivalent to minimum two per cent of value of the system/equipment must be furnished along with the tender in the form of Demand Draft from a scheduled Bank drawn in favour of the Director, NIV, Pune, payable at State Bank of India, Pune Main Branch. EMD can also be furnished in the form of Bank Guarantee, as per specimen enclosed at Annexure `A`. Bank Guarantee furnished other than the given specimen format will not be accepted and such tenders will be rejected straight away. Offers, if received without Bid Security will summarily be rejected. In case of exemption of EMD, the copy of the document in support of exemption may be attached with the bid.

EARNEST MONEY DEPOSIT (EMD) of successful bidder will be returned only on receipt of Performance Bank Guarantee. The Earnest Money of unsuccessful bidder

whose technical bid has not been found suitable will be returned after receipt of Technical Committee recommendations. Such bidders will have to furnish request letter for refund of their EMD along with a Pre-receipt, duly signed on a revenue stamp of one rupee by an authorized signatory. EMDs/Security Deposits that remains unclaimed for consequent three financial years will be forfeited and credited to the Govt. treasury. No interest shall be payable on Bid Security/EMD/Security Deposit.

4. **Performance Security/Security Deposit:** The successful bidder shall furnish an unconditional Performance Security in the form of Bank Guarantee from a commercial scheduled bank for 10% or higher (as may be decided by the Competent Authority) of the order value within 15 days of placement of the order. **An undertaking that the bidder agrees to give security deposit/performance bank guarantee must be submitted with the bid, failing which the bid shall not be considered.** If the bidder fails to submit the Performance Security as mentioned above, the Contract shall be deemed as terminated and the order will be placed with any other bidder. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. **No interest is payable on the Performance Security.**
5. The Bid must be clearly written or typed without any cancellations / corrections or overwriting. If there exists a difference in the amount quoted in words and numeric the lowest of them will be taken as the amount.
6. The total payable cost is to be quoted **preferably in Indian Rupees for FOB at ICMR-NIV, Pune.**
7. The Bid should accompany with complete specification, Manufacturer's name, address and relevant Literature / Brochures with Warranty terms.
8. The bidder who submits the bid on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
9. Indicate the names of the reputed Indian Organizations including ICMR Institutes/Centers where similar equipment was supplied and may attach the satisfactory performance report of the equipment from user Organization and the price finally paid.
10. The Bidder is required to furnish the Permanent Account Number (PAN) allotted by Income Tax Department. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration etc. should also be provided in the offer/bid.
11. Concessional GST @ 5% will be applicable as per GOI norms for research institutes. In this regard, ICMR-NIV will provide GST concession certificate to the successful bidder.
12. The Bidder has to state in details the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system etc. and to run the tests. i.e. pre-installation facilities required for installation in the bid.

Cost of the items should be mentioned clearly in the offer like:-

- a) The optional and any other essential items / accessories required for the maintenance of the equipment for the next three years should also be specified in the offer separately.
 - b) Packing, Forwarding, Freight & Insurance and Commissioning Charges, if any extra, may be quoted separately in the Bid.
 - c) In case the quote is F.O.R./F.O.B basis, estimate insurance coverage charges may be indicated.
 - d) C.I.F value by Airfreight/Ocean freight, if any.
 - e) The actual Tax Percentage if any should be specified clearly.
13. Discount offered should also be mentioned clearly in the bid.
14. In case of Foreign Quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished. The mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (on competitive rates) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
The Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to them directly in Indian Currency, which will be paid after the receipt of consignment in good condition, satisfactory installation, commissioning and training of the ordered equipment.
15. The make / brand and name and address of the manufacturer, **Country of Origin, Country of Shipment and currency** in which rates quoted are to be mentioned.
16. Details regarding terms of payment must be mentioned clearly.
17. **Cargo consolidations and custom clearance:** ICMR-National Institute of Virology, Pune has its own freight forwarder and custom house agent for all ICMR-National Institute of Virology, Pune imports. Please note that all the consignments have to be routed through our Freight Forwarder and Custom House Agent or their associates only.
18. **Tenders which are submitted without following the proper procedure will summarily be rejected. :**
- (a) Late/Unsigned/Incomplete Tenders.
 - (b) Conditional Offers.
 - (c) Tenders submitted by Fax / E-mail
 - (d) Tenders, not accompanied an undertaking that the bidder agrees to give Security Deposit/Performance Bank Guarantee,
 - (e) Bids submitted without Bid Security /EMD.
19. Based on the above information ICMR-National Institute of Virology, Pune will have its option to obtain details of the goods, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs./Scientist etc.
20. Attach a copy of latest DGS&D, New Delhi registration Certificate under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier wherever it is applicable.
21. The import license is covered under OGL policy of 2011 – 2016.
22. (A) In case of Indigenous Items, the offer should contain the Basic Price and percentage of Excise Duty and should be shown separately, since NIV, Pune is exempted from payment of Excise duty vide Govt. Notification No.10/97-Central Excise dated 1st March, 1997.
(B) NIV is exempted from payment of Custom Duty vide Govt. Notification No.51/96-Customs dated 23rd July, 1996. However, custom duty if any will be paid by ICMR-NIV on production of Bills.

23. **Penalty for delayed Services/LD:** If the supplier fails to Supply, Install, Commission and Training for the system as per the specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of one percent of order value per every week of delay subject to a maximum of 10% beyond the due date and such money will be deducted from any money due or which may become due to the supplier. ICMR-National Institute of Virology, Pune reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.
24. Goods should not be dispatched until the Vendor receives a firm order.
25. Please indicate page nos. and put your seal on all pages of quotation.
26. The purpose of certain specific conditions is to get or procure best Equipment/service etc. for ICMR-National Institute of Virology, Pune. The decision of Technical Committee shall be the guiding factor for technical short listing.
27. **Interpretation of the clauses in the Document/Contract Document:** In case of any ambiguity / dispute in the interpretation of any of the clauses in this Document, **Director, ICMR-National Institute of Virology, Pune's interpretation of the clauses shall be final and binding on all parties.**
28. All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.
29. The Director, ICMR-NIV, Pune reserves all the rights to accept or reject any/all in full or in part without assigning any reason.
30. **Warranty & Maintenance :**

The following conditions are applicable for warranty & maintenance contract:-

- a) **3 years comprehensive warranty and 2 years non comprehensive services for equipment as free of cost.**
- b) Non-comprehensive annual maintenance from 6th to 10th years as decided by the appropriate Technical Committee.
- c) Provide spare parts to maintain the equipment, up to 10 years.
- d) Give discount on list price of all spare parts up to 10 years.
- e) Provide 2 preventive maintenance visits per year and also all the breakdown calls as and when required.
- f) The duration of warranty period will start after proper installation of the equipment and submitting user's satisfactory report.
- g) 0.1% of FOB as penalty per week till the warranty period, if the instrument remains in non working condition for more than 18 days.
- h) When the equipment is under warranty/comprehensive maintenance, it would be the responsibility of the manufacturer/dealer/agent to procure spare parts and the Institute will not incur any expense on duty, octroi or handling charges.
- i) The detailed circuit diagram along with trouble shooting procedure and operational manual would be provided to the Institute/Centre along with the equipment.
- j) Onsite training to the users after installation is to be given.
31. "The supplier should submit the IQ OQ/IQ PQ (Installation Qualification-Operational Qualification/Installation Qualification-Performance Qualification) certificate after successfully completion of installation and testing of equipment / installation".
32. **Payment :**
- (a) No advance payment is allowed under any circumstances. 100% payment in INR will be released within 30-45 days of satisfactory supply, installation, commissioning, testing and training as per Purchase Order at site.

(b) We prefer to release the payment on Bill Basis (excluding Indian Agency Commission) after receipt of consignment in good condition and satisfactory installation, commissioning, training thereof. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through FDD/Wire Transfer through State Bank of India for the order value excluding the Indian Agency Commission. All bank charges inside India to ICMR-NIV Pune account.

33. Supply means, "Supply, Installation, Commissioning, demonstration of the whole system and training on the site as desired by this Institute".
34. **Installation:** The Bidder shall be responsible for installation, commissioning, demonstration, training etc. and for after sales service during the warranty and thereafter. Installation, demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the goods at site and subsequently training is to be provided to the concerned officials of this institute.
35. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown must be mentioned. If the identified firm or person fails to put the system into working condition the further alternative course of action should be suggested adhering to minimum down time.
36. The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer.
37. **Delivery Period:** As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to, otherwise the Security Deposit furnished by the tenderer will be forfeited and also LD clause will be applicable/enforceable.
38. **Period of validity of bids:** The bid should be valid/kept open for six months from the date of opening of the bid. Further, if extension of validity would be required in future, the bidder should extend the validity only and no other modifications shall be permitted.
39. **Amalgamation/Acquisition:** In the event, the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.
40. No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.
41. All the pages of these Terms & Conditions are to be duly signed by the vender and attached with the Bid, otherwise the tender will not be considered.

**DIRECTOR
ICMR-NATIONAL INSTITUTE OF VIROLOGY
PUNE**

ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE

ANNEXURE – ‘A’

BID SECURITY FORM

Whereas _____*(hereinafter called “the Bidder”) has submitted its bid dated _____ date of submission of bid)for the supply of _____(Name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____(name of the country), having our registered office at _____(address of bank) (hereinafter called “the Bank”), are bound unto THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE (hereinafter called “the Purchaser”) in the sum of _____(mention here the EMD amount) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____20_____. THE CONDITIONS of this obligation are:

1. If the Bidder withdraws it’s bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of it’s bid by the Purchaser during the period of bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one of both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to one year after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

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- **Name of Bidder**

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Part – III : CHECKLIST

Bidders should indicate whether the following are enclosed with the offer.

1. Bid Security/EMD (YES/NO)
2. Undertaking that the bidder agrees to give a Security Deposit and Performance Bank Guarantee for 10% of order value. (YES/NO)
3. Authorization letter from Principals. (YES/NO)
4. Self Attested copy of Tax Registration certificate (GST etc) as applicable (YES/NO)
5. Agreements / Purchase orders, if any, from the clients for whom similar Supply has been made by the bidder in last three years. (YES/NO)
6. Copy of ISO 9002 or equivalent Certificate if any. (YES/NO)
7. Copy of DGS&D Registration if any. (YES/NO)
8. Compliance sheet with any deviation with reference to the terms and Specifications of the equipment. This should be furnished compulsorily. (YES/NO)
9. LD clause agreeable. (YES/NO)
10. Supply of spares for 10 years (YES/NO)
11. Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligation. (YES/NO)
12. Free replacements during warranty period (YES/NO)
13. Payment terms of ICMR-National Institute of Virology, Pune acceptable (YES/NO)
14. Warranty clause of ICMR-National Institute of Virology, Pune acceptable (YES/NO)
15. IQ OQ/IQ PQ Certificate acceptable (YES/NO)