## ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE NIV PASHAN UNIT

#### **NOTICE INVITING TENDER**

#### Enquiry No. ICMR-NIV/PP-3531/SAC-EQPT/PEF/2020-21

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

Tender document containing three parts (Part-I: Schedule of requirements, specifications and allied technical details, Part-II: Terms & Conditions of tender and Part-III: Checklist), may be downloaded from our Websites www.icmr.nic.in, www.niv.co.in, www.eprocure.gov.in & www.gem.gov.in. and offers be submitted to the Director, ICMR-National Institute of Virology, Pune within the stipulated date and time. 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, which will be notified only on the above ICMR-NIV website. Director, ICMR-NIV, Pune reserves the right to accept or reject any/all applications without assigning any reason thereof.

Director ICMR-National Institute of Virology Pune.

#### **Specifications**

PP No-003531/2019-20

Department: PVG (Avian Influenza) for Poliovirus-Essential Facility (PEF)

Name of the Equipment: Automated Cell Imaging System (Quantity 01)

#### **Technical Specifications:**

Imaging system for real time cell imaging (cells grown in tissue culture plates, flasks)

- Magnification range from 5X to 100X
- for Fluorescence, high contrast bright field and color bright field microscopy
- with high power LED light source (High power LEDs wavelengths: 395 nm700 nm)
- attached with high resolution camera/imaging with appropriate PC system and user interface.
- Automated focusing system
- With appropriate filters (min 4) for fluorescent imaging with all other standard accessories for easy functioning
- ~ 2 hrs Power backup (UPS)

#### Other requirements:

- Warranty: 3 years Comprehensive, 2 years Non-Comprehensive and 5 years spare part warranty (paid).
- Operational and maintenance manual with SOP.
- Delivery, Installation, validation/performance, demonstration carried out at site.
- All the necessary documents (IQ/QQ/PQ) and certification to be provided at the time of Installation.

#### ICMR-NATIONAL INSTITUTE OF VIROLOGY, PASHAN, PUNE

#### **Part-II: TERMS & CONDITIONS**

#### IMP Note:

- a) These Terms & Conditions may be downloaded and a copy of the same, duly signed by the tenderer must be accompanied with each tender. Otherwise the tender will not be considered.
- b) The terms & conditions mentioned below shall be binding to the tenderer 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.
  - Tenderers are requested to give detailed tender separately in their own forms under Single Bid System for below Rs. 25 lakhs and Two Bid System for above Rs. 25 Lakhs. The bids which are in two bid system, create two separate tenders for Commercial bid and Technical bid.
  - 2) Submission and Opening of Bids
    - (a) Place for submission of bid: Admin, ICMR-NIV, Pashan, Pune 411021.
    - (b) Date and Time for submission of bid: 24th March, 2021 before 13.00 hrs.
    - (c) The envelope should be superscribed "Tender for (Name of the item); due on 24/03/2021 and to be submitted to the address given below so as to reach before due date & time.

The Director ICMR- National Institute of Virology, 130/1, Pashan-Sus Road, Pashan, Pune-411021.

Please contact for Technical Clarification – 020-26006342 For other Clarifications – 020-26006364

Bidders full address should also be indicated on the envelope.

- (d) ICMR-NIV, Pune will not be responsible:
  - 1. For delayed/late bids submitted/sent by post/courier etc.
  - 2. For non receipt of bids 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.
- (e) Opening of bids: Bidders/agents need not to be present while opening of bids under single bid system. Tender Opening Committee of the institute will open the bids internally. Subsequently Technical Committee of the institute will evaluate the bids. The lowest evaluated bidder (lowest of technically qualified bidder) as per recommendations of technical committee will be accepted in each case. Decision of technical committee/competent authority of this institute will be final and binding in this regard.
- 3) **BID SECURITY/EARNEST MONEY DEPOSIT (EMD):** A Bid Security or Earnest Money equivalent to 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 favor of the Director, ICMR-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. Earnest Money of successful bidder will be returned only after installation, commissioning, satisfactory demonstration, training and acceptance by the end user of this institute. 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 consecutive three financial years will be forfeited and credited to the Govt. treasury. No interest shall be payable on Bid Security/EMD/Security Deposit.

- 4) The tenders 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 tender amount.
- 5) The Bid should accompany with complete specification, Manufacturer's name, address and relevant Literature / Brochures with Warranty terms & an undertaking that the bidder agrees to give a security deposit etc.
- 6) 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.

Indicate the Client list and details of suppliers made to Government Organization with name and contact number.

- 7) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
- 8) 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.
- 9) Details regarding terms of payment must be mentioned clearly.
- 10) 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.
- 11) 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.

- 12) 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.
- 13) The Tenderer 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. Xerox copy of GST Number also required
- 14) The Tenderer 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.
- 15) 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 if the quote is F.O.R./F.O.B. basis, estimated insurance coverage charges should be paid by supplier.
- d) CIF value both by Airfreight and Ocean freight.
- e) The actual Tax Percentage if any should be specified clearly.
- f) Equipment to be supplied should be insured by vendor against all risks for loss/damage from the date of shipment till such time it is delivered and installed at NIV in case of Indian Rupees or Foreign Currency transaction.
- 16) Discount offered should also be mentioned clearly in the bid.
- 17) All bank charges inside India to ICMR-National Institute of Virology, Pune account and outside India to Beneficiary's account.
- 18) The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on ICMR-National Institute of Virology, Pune.
- 19) Tenders which are submitted without following the proper procedure:
- (a) Late/Unsigned/Incomplete Tenders.
- (b) Conditional Offers.
- (c) Tenders submitted by Fax / E-mail / Telegraphic
- (d) Tenders, not accompanied an undertaking that the bidder agrees to give Security Deposit/Performance Bank Guarantee, will summarily be rejected.
- 20) 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. Name & address of our Custom House Agent can be obtained from Administrative Officer of this institute. While submitting your bid, you may confirm this condition.
- 21) **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.

- 22) Goods should not be dispatched until the Vendor receives a firm order.
- 23) Please indicate page nos. and put your seal on all pages of quotation.
- 24) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for ICMR-National Institute of Virology, Pune. The opinion of Technical Committee shall be guiding factor for Technical short listing.
- 25) Firms, which have earlier supplied similar equipment to ICMR-National Institute of Virology, Pune and have not completed required installation/commissioning/after sales service/warranty replacements etc. their offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 26) Interpretation of the clauses in the Tender Document/Contract Document: In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Director, ICMR-National Institute of Virology, Pune's interpretation of the clauses shall be final and binding on all parties.
- 27) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.
- 28) The Director, ICMR-NIV, Pune reserves all the rights to accept or reject any/all tender in full or in part without assigning any reason.

#### 29) Annual Maintenance Contract

The following conditions are included in the annual maintenance contract:-

- a) 3 years comprehensive warranty and 2 years non comprehensive services for equipment 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) Submit Performance bank guarantee of 5% of the FOB Value of the order and which will be retained by ICMR-National Institute of Virology, Pune till the end of warranty period.
- g) The duration of warranty period will start after proper installation of the equipment and submitting users satisfactory report.
- h) The maximum response time to supply the item(s) is one month from the date of placing PO for indigenous and two month for import.
- i) 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.
- j) 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.
- k) The detailed circuit diagram along with trouble shooting procedure and operational manual would be provided to the Institute/Centre along with the equipment.
- I) Onsite training to the users after installation is to be given.

- 30) "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".
- 31) A)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.
- B) **PAYMENT:** No advance payment is allowed under any circumstances. 100% payment will be released by wire transfer/FDD through the State Bank of India, Main Branch, Pune after receipt of the material, completion of satisfactory installation, commissioning, demonstration and training of the whole system.
- 32) Supply means, "Supply, Installation, Commissioning, demonstration of the whole system and training on the site as desired by this Institute". If any charges extra for Installation, Commissioning and training, the same should be specified in the offer. Goods should be insured against theft/loss/breakage/damage during transit and insurance charges should not exceed 3% of the cost of the materials supplied.
- 33) 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.
- 34) The import license is covered under OGL policy of 2011 2016.
- 35) (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.
- 36) (A) Performance Security/Security Deposit: The successful bidder shall furnish an unconditional Performance Security in the form Bank Guarantee from a commercial scheduled bank for 5% 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.
- (B) For Indigenous items, 100% payment shall be made after 30-45 days of satisfactory supply, installation, commissioning, testing and training as per Purchase Order at site.
- 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) **INSTALLATION:** The Bidder shall be responsible for installation, commissioning, demonstration, training including the identification of defect 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.
- 39) 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.
- 40) **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 in cost etc..
- 41) **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.
- 42) ICMR-National Institute of Virology, Pune will not provide any accommodation/ transportation for the Engineers/ Representatives for attending Installation, Commissioning, Demonstration, training etc. it is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
- 43) No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.

#### DIRECTOR

ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE.

I/We agree to abide by all the Terms & Conditions mentioned above.

Signature of the Tenderer

Date:

Name & Address of the Firm with Seal:

(Phone/Fax No./E-mail id may also be stated for easy communication)

#### ICMR-NATIONAL INSTITUTE OF VIROLOGY, PUNE

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. This should be furnished compulsorily. (YES/NO)

- 9. Acceptance of ICMR-National Institute of Virology, Pune Cargo Agent (YES/NO)
- 10. LD clause agreeable. (YES/NO)
- 11. Supply of spares for 10 years (YES/NO)
- 12. Amalgamation/Acquisition: Successor agreeable to fulfill the

contractual obligation. (YES/NO)

- 13. Free replacements during warranty period (YES/NO)
- 14. Payment terms of ICMR-National Institute of Virology, Pune acceptable (YES/NO)
- 15. Warranty clause of ICMR-National Institute of Virology, Pune acceptable (YES/NO)
- 16. IQ OQ/IQ PQ Certificate acceptable (YES/NO)

### 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 ofgoods) (hereinafter called "the Bid").  | _(Name and/or description of the  |
|   |   |
| KNOW ALL PEOPLE by these presents that WE   |   |
| (name of bank) of(name of the countrat(address of bank) (hereinaf unto THE DIRECTOR, ICMR-NATIONAL INSTITUTE OF VIR "the Purchaser") in the sum of(mention here the well and truly to be made to the said Purchaser, the Bank assigns by these presents. Sealed with the Common Seal of the THE CONDITIONS of this obligation are:  1. If the Bidder withdraws it's bid during the period of bid valid.   | ter called "the Bank"), are bound OLOGY, PUNE (hereinafter called EMD amount) for which payment binds itself, its successors, and the said Bank thisday of    |
| Bid Form; or  2. If the Bidder, having been notified of the acceptance of it' period of bid validity:  a) Fails or refuses to execute the Contract Form if required; or   | s bid by the Purchaser during the   |
| b) Fails or refuses to furnish the performance security, in a Bidders.  We undertake to pay the Purchaser up to the above amound demand, without the Purchaser having to substantiate its derest the Purchaser will note that the amount claimed by it is due to of both of the two conditions, specifying the occurred condition. This guarantee shall remain in force up to one year after the demand in respect thereof should reach the Bank not later that | nt upon receipt of its first written mand, provided that in its demand it, owing to the occurrence of one or conditions.  period of the bid validity, and any |
| (Signature of the Bank) □ Name of Bidder  |   |

# Government ePublishing System

#### ePublishing System, Government of India

#### **Tender Details**



Date: 04-Mar-2021 12:45 PM

| Basic Details                        |                           |   |        |  |
|--------------------------------------|---------------------------|---|--------|--|
| Organisation Chain                   | Department of Health Rese | earch  Indian Council of Medical Research |        |  |
| Tender Reference<br>Number           | ICMR-NIV/3531/SAC/PEF/2   | 2020-21                                   |        |  |
| Tender ID                            | 2021_DoHR_594100_1        |   |        |  |
| Tender Type                          | Open Tender               | Form of contract                          | Supply |  |
| Tender Category                      | Goods                     | No. of Covers                             | 2      |  |
| Payment Mode                         | Not Applicable            | Is Multi Currency Allowed For BOQ         | No     |  |
| Is Multi Currency<br>Allowed For Fee | No                        |   |        |  |

| Cover Details, No. Of Covers - 2 |                       |               |                    |  |
|----------------------------------|-----------------------|---------------|--------------------|--|
| Cover No                         | Cover                 | Document Type | Description        |  |
| 1                                | Fee/PreQual/Technical | .pdf          | Technical Details  |  |
| 2                                | Finance               | .pdf          | Commercial Details |  |

| Tender Fee Details, [Total Fee in ₹ * - 0.00] |          |                 | EMD Fee Details |                 |      |                          |    |
|---|----------|-----------------|-----------------|-----------------|------|--------------------------|----|
| Tender Fee in ₹                               | 0.00     | Fac Davishia At | NA              | EMD Amount in ₹ | 0.00 | EMD Exemption<br>Allowed | NA |
| Fee Payable To Tender Fee                     | NA<br>NA | Fee Payable At  | NA              | EMD Fee Type    | NA   | EMD Percentage           | NA |
| Exemption Allowed                             | I        |                 |                 | EMD Payable To  | NA   | EMD Payable At           | NA |

| Work / Item(s)                   |  |                      |                                |                       |               |
|----------------------------------|--|----------------------|--------------------------------|-----------------------|---------------|
| Title                            | Automated Cell Imaging System              |                      |                                |                       |               |
| Work Description                 | with LED and power backup                  |                      |                                |                       |               |
| <b>Pre Qualification Details</b> | Please refer Tender documen                | ts.                  |                                |                       |               |
| Tender Value in ₹                | 26,00,000                                  | Product Category     | Equipments<br>(Hospital / Lab) | Sub category          | NA            |
| Contract Type                    | Tender                                     | Bid Validity(Days)   | 21                             | Period Of Work(Days)  | 30            |
| Location                         | ICMR-NIV, Pashan, 130/1,<br>Sus Road, Pune | Pincode              | 411021                         | Pre Bid Meeting Place | NA            |
| Pre Bid Meeting Address          | NA   | Pre Bid Meeting Date | NA                             | Bid Opening Place     | NIV<br>Pashan |

| Critical Dates                         |                      |                                   |                      |
|--|----------------------|-----------------------------------|----------------------|
| Publish Date                           | 04-Mar-2021 01:00 PM | Bid Opening Date                  | 24-Mar-2021 03:00 PM |
| Document Download / Sale Start<br>Date | 04-Mar-2021 01:00 PM | Document Download / Sale End Date | 24-Mar-2021 01:00 PM |
| Clarification Start Date               | 04-Mar-2021 01:00 PM | Clarification End Date            | 24-Mar-2021 11:00 AM |
| Bid Submission Start Date              | 04-Mar-2021 01:00 PM | <b>Bid Submission End Date</b>    | 24-Mar-2021 01:00 PM |

| Tender Do              | ocumer | <u>its</u>         |                       |             |                          |
|------------------------|--------|--------------------|-----------------------|-------------|--------------------------|
| NIT<br>Document        | S.No   | Document Name      | Description           |             | Document Size (in KB)    |
|                        | 1      | Tendernotice_1.pdf | Specification details |             | 183.96                   |
|                        | - 11   |                    |                       |             |                          |
|                        |        |                    |                       |             |                          |
| Work Item<br>Documents | S.No   | Document Type      | Document Name         | Description | Document Size<br>(in KB) |

| Tender Inviting Authority |   |  |
|---------------------------|---|--|
| Name                      | Director, ICMR-NIV, Pune                  |  |
| Address                   | PB NO.11, Dr. Ambedkar Road, Pune-411001. |  |
| Tender Creator Details    |   |  |

| Tender Creator Details |                      |  |
|------------------------|----------------------|--|
| Created By             | Priya Abraham        |  |
| Designation            | Director             |  |
| Created Date           | 04-Mar-2021 12:38 PM |  |
|                        |                      |  |