

**ICMR- NATIONAL INSTITUTE OF IMMUNOHAEMATOLOGY (I.C.M.R)
13TH FLOOR, N.M.S. BLDG, PAREL MUMBAI – 400 012**

Limited Tender Notice No: NIIH/STORE/25/2018-19

DATE: 01/02/2019

The Director, ICMR-National Institute of Immnohaematology NIIH, ICMR, Mumbai, invites sealed limited tender in Double bid System up-to 11.02.19 (Monday) (4.00 PM) from Manufacturers/sole Authorized Dealer /Distributors for purchase of following equipment as per details given below during the financial year 2018-2019 :-

Sr. No	Name of Equipment	Qty	Specification	EMD
01	<u>Upgradation of flowcytometer to 10-color, bench top clinical flow cytometer</u>	01	<ol style="list-style-type: none"> 1) Bench-top 3-laser (blue, red, violet), flow cytometer with capability to simultaneously detect 10 fluorescent and 2 light scatter parameters upgradable in future with additional colors. 2) System should be CE-IVD or US FDA IVD approved for running patient samples. 3) Events rate 25000 or more. 4) All lasers should be air-cooled, solid state and fixed, not requiring operator alignment 5) Fluorescence channel sensitivity should be less than 85 MESF for FITC and PE. 6) System should be able to resolve 0.2 micron particles using light scatter. 7) Microsoft Windows based 	100000.00

			<p>operating system, and compatible monitor 23" should be provided.</p> <p>8) System should have analysis software</p>	
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Terms & Conditions :-

Tenders should reach this office positively on or before 11.02.2019 (Monday) at (4.00PM). Late tenders will not be entertained. Technical offer will be opened on 13.02.2019 (Wednesday) at (11.00 a.m.).

Every firm who submits a tender shall submit the tender in usual printed form of their firm. The firm should also quote latest version having the mentioned or higher technical specification. If there is any upgraded version is launched at the time of placing order, the firm should inform the institute. The firm should Submit that the items is new equipment & not a refurbished.

The time allowed for supplying items as mentioned in the tender shall be strictly observed by the tenderer & shall be deemed to be of the essence of the contract on the part of the tenderer.

Earnest money mentioned against the item should be deposited by every firm except those firms which are registered with NISC etc. in the office through Demand Draft along with the Technical Bid in Favour of Director, ICMR-National Institute of Immunohaematology (ICMR-NIIH), Mumbai, which shall be retained after accepting the tender. Tender without having the EMD is liable to be rejected.

In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the tenderer.

If the tenderer fails to supply the items within the stipulated period or to complete their promises committed in their tenders or during negotiation / discussion, the tender shall be forfeited & no further business will be done with that firm & action to black list the firm may also be taken.

The supply should generally be made in the office premises within 2-3 weeks from the date of issue of supply order & in case of imported item, the delivery should be made as the time mentioned in the tender. If there are any charges to be paid due to delay in supply the same will be borned by the tenderer and any charges may also be cancelled in special contingent circumstances.

Service of products after sale preferably at Mumbai / **Key long (Maharashtra)** or the nearest place should be mentioned. Please mention the time after lodging the complaint a certificate for local support given by manufacturer.

Priority shall be given to the ISO Certified supplier & the material should be ISI or ISO certified.

If quoted equipment or model is discontinued after quoting the item, the firm will supply the equivalent or higher version.

Prices should be valid upto 31/10/2019.

No advance payment will be made. 100% payment will only be released after supplying & successful installation of the equipment. The equipment should be on **3 Years Warranty / CMC (Annexure – A) & 2 Years non comprehensive service for equipment Free of cost & after furnishing security deposit in the form of Bank Guarantee (Annexure –B)** issued by any Nationalized / Commercial Bank / FDR (duly pledged in Favour of Director, **NIIH**, Mumbai) / Demand Draft @ 10 % of the value for a period of sixty days beyond the expiry of the warranty period. Security deposit is not required in case of value of equipment is upto Rs.1.00 Lakh. In case security deposit is not furnished by the firm then this amount will be deducted at the time of releasing the payment.

The envelope containing tender should be superscribed with Limited Tender for purchase of Equipments (name of equipment must be mentioned) during the year 2018 – 2019. **Separate envelope** must be used for each equipment. In case more than one tender are received in a single envelope all tenders will be summarily rejected.

Any assembled parts or the parts from the grey market will not be acceptable. For any repair / replacement of the item, only the accessories authorized by the Manufacturers should be used. During the Guarantee / Warranty period any upgradation or updating, if necessary will have to be done at the cost of the supplier.

Break down service will have to be provided preferably within 3 working days of the first call. If the break-down period is beyond, the penalty action will be taken against the firm /company.

Every tender for equipments should contain two envelopes one with **technical specification** of the Equipment & the order with the financial **tender**. The separate rates for each make & model should be quoted. The tender that qualifies for the technical specification only will be taken for consideration of the financial aspects.

A certificate regarding manufacturer / distributorship should be attached along with the tender.

Incomplete tenders are liable to be rejected.

In case of any dispute, jurisdiction will be at Mumbai.

The supplier should mention about the same or other equipment installed in and around Mumbai along with their stations and date of installation and a certificate from the user/ person.

Director reserves the right to accept or reject all or any tender partly or fully and also increase or decrease the quantity of the items without assigning any reasons. No correspondence will be entertained in this regard.

Rates of tender for imported equipment will be on **F.O.B/CIF** basis destination up to Mumbai and all the dispatch related information of the item like Packing Slip, Airway Bill, Bill of Lading (Original), Certificate of Origin from Chamber of Commerce (Original), especially for credit supplies. Insurance Certificate (Original) shall be communicated to this office well in time.

The firms, which have enclosed transaction details done by them for the last three years will be eligible for submitting the tender form. Please submit the audited balance sheets of last three years as a proof, otherwise tender will not be considered.

Council employees or their relatives are not entitled to purchase or submit the tender forms.

Detailed Tender documents can be seen and download from the website of this office <http://niih.org.in> / <https://icmr.nic.in> of Institutes headquarter at New Delhi,

The tenderer has to submit the copies of their valid/current income tax clearance along with PAN and copies of GSTN also.

Every tenderer, should submit complete tender document duly filled and signed with seal of the firm along with the necessary documents, viz. Declaration Form and Warranty / Guarantee certificate, otherwise their bid will not be accepted.

As per GOI instructions, all payments to suppliers etc. are to be made by direct credit to the bank account of the beneficiaries through PFMS. Therefore all the beneficiaries (Suppliers/firms) are essentially required to submit/fill up the mandate form (**Annexure-D**) duly attested along-with a cancelled cheque of the firm. In case there is a change in the beneficiary's account number etc. in later stage, the revised mandate form shall have to be furnished.

Prior turnover and prior experience to Micro & Small Enterprises (MSES) is relaxable subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR-2017. Encl- declaration form.

Cost of equipment should include :

- I. Cost of UPS and other accessories, whenever required.
- II. Upgradable software, whenever applicable for at least 5 year.
- III. Computer and Printer, if required.

Director

Enclosed following Documents/Certificates:

IN ENVELOPE : I

- 1 Tender form duly filled and signed
- 2 Authorization letter from manufacturer
- 3 Acceptance of penalty clause, risk purchase clause in case of default
- 4 Acceptance of Sales and Service Contract/Warranty clause
- 5 Tender from conditions duly sign

IN ENVELOPE: II (Technical Bid)

1. This should be sealed in a separate envelope marked **Envelope II** indicating on the cover Tender No. and product description.
2. This envelope should contain list of users of the product quoted along with adequate technical literature.

IN ENVELOPE : III (COMMERCIAL BID)

1. List of users of model quoted with complete address
2. Descriptive catalogue/pamphlets of products
3. Specification compliance statement

**Signature of Tendered
with official rubber stamp**

- a) Tendered should enclose the above document according to the serial order given above.
- b) The above information and documents must be furnished failing which the tender is likely to be rejected.

Annexure-A

WARRANTY CERTIFICATE

We Warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification, drawing, or samples, and operate properly. We shall be fully responsible for its efficient operation. This Warranty shall survive inspection of any payment or and acceptance of the goods but shall expire after (expect in respect of complaints of which the supply has been notified prior to such date) **36 months** plus six days beyond the expiry of Comprehensive warranty from the date of successful installation, commissioning and acceptance by **ICMR-National Institute of Immunohaematology**, Mumbai and **2 Years** non comprehensive service for equipment Free of cost.

The obligations under the Warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive and unscheduled) and transport charges from site to the manufacturers work and back and free repair/adjustment or replacement at site or any parts of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications previously given by the **ICMR-NIIH**, Mumbai to the supplier.

Signature & seal of bidder

Note: It should be provided in the letter head of the firm/ company.

Annexure-B

(To be typed on 100 rupees Stamp Paper)

Performance Bank Guarantee

Bank Guarantee No.:-----

Amount of Guarantee: Rs. -----

Valid Up to :-----

Guarantee Cover from : to _____ to _____

**The Director
ICMR-National Institute of Immunohaematology,
(Indian Council of Medical Research)
Ministry of Health, Govt. of India
13th Floor, N. M.S. Bldg, KEM Hospital, Parel, Mumbai - 400012**

This deed of guarantee executed by (Name of Bank)Constituted under the (Bank Act) having its Corporate Centre at and amongst other places Branch..... (hereinafter referred to as “the Bank”) in favour of **Director, ICMR - National Institute of Immunohaematology — Mumbai - 400012.** (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs. (Rupees) at the request of (Name of Firm) (hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. (Rupees) and the Guarantee shall remain in full force upto and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before

Whereas you have entered in to a contract reference No..... P.O. No. JBP/NIRTH/Stores/Budget/ / Dt:.....with (Name of Firm)..... for the supply of which is hereinafter referred to as “the said contract” and whereas (Name of Firm) has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. (Rupees) to secure its obligations to **ICMR - National Institute of Immunohaematology - Mumbai - 400012.** for the warranty of the equipment supplied.

We, (Name of Bank) hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) that in

the event **ICMR - National Institute of Immunohaematology - Mumbai - 400012** declares to us through you that (Name of Firm)..... .. has not fulfilled the warranty/other obligations according to the contractual warranty obligations under the said contract to pay you on demand without any reference to M/s an amount of Rs.
..(Rupees Notwithstanding any right/disputes raised by (Name of Firm) or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect on us.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) indulgence to (Name of Firm) by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you. This guarantee shall remain valid until.....

Notwithstanding anything contained herein. Our liability under this guarantee is restricted to Rs.(Rupees)

This Bank Guarantee shall be valid up to We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you produce us a written claim or demand and received by us or beforei.e. the date of expiry of this bank guarantee.

The Bank Guarantee should be returned to us after the Expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated atat thisDay of

Dated: _____

Place: _____

(Signature of authorized Officer of
the Bank)

Witness (Name, Address & Signature)

- 1.
- 2.

MANDATE FORM FOR RTGS/NEFT
Annexure – D

To,
The Director,
ICMR-NIIH,
13th Floor, N. M. Bldg, KEM Hospital,
Parel, Mumbai – 400012.

1	Vendor Name (Beneficiary Name)	
2	PAN Number	
3	TAN Number	
4	TIN Number	
5	Service Tax No.	
6	GSTN	
7	Complete Address	
8	City	
9	Country	
10	State	
11	District	
12	Pin Code Number	
13	Mobile No.	
14	Phone No.	
15	Email No.	
16	Bank Name	
17	IFSC Code	
18	Account Number	

NOTE: Please attach a photocopy of cancelled cheque for purpose of verification of the concerned Bank account.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete and incorrect information, I would not be holding the user Institute responsible.

Date :

Signature/Seal of Dealer /Firm