



SINGLE BID SYSTEM

Tender Fee: Rs.500/-, EMD: Rs.1,50,000/-
Cost of Tender: Approx. Rs. 74.42 Lakhs
Last date for Sale of Documents: 17/01/2019 till 16.00hrs
Last date for submission: 18/01/2019 till 14.00hrs
Due date for opening bids: 18/01/2019 at 14.30hrs

GENERAL CONDITIONS

(Tender documents consist of 10 pages)

Ref: NCB/F-181434/2018-2019 (N)

Tender Notice No.010/2018-2019

Important Instruction: The bids shall be enclosed in an envelope and sealed duly marked "Tender for "Flow Cytometric Analyzer – Qty. 1 No.". Ref. No. NCB/F-181434/2018-2019 (N)"; and addressed and to be mailed to "The Head-Purchase". The bids are liable to be rejected if the sealed envelope is not addressed to "The Head-Purchase" with Tender Ref. No. and Item Description. Offers delivered in person shall be deposited in the Tender Box Labelled as "TENDER BOX FOR PURCHASE TENDER" kept in the Ground Floor, Reception at Administration Building. If the bids are sent through courier or mail, it should reach by submission Date and Time and NCBS will not be responsible for the delay.

1. MANNER & METHOD FOR SUBMISSION OF BIDS

- 1.1 All tenders shall be made in ENGLISH only.
- 1.2 The details in regard to technical specification and other terms and conditions should be cogent and clear to the extent possible.
- 1.3 FOLLOWING ANNEXURES must be filled up properly
 - (a) Technical Specifications - Annexure A
 - (b) Schedule of Experience - Annexure B
 - (c) Schedule of deviation from Specifications/conditions - Annexure C
 - (d) Schedule of price and delivery - Annexure D
- 1.4 Each page of the tender except the Price & Delivery part shall be on printed letterheads or forms and bear the signature, date, name and designation of the person signing the offer. If they are not on letterheads, a rubber stamp indicating full name, address and phone No., Telex No., Fax No. etc. of the firm shall be affixed at the end of each page. The price & delivery part shall be as Annexure D attached.
- 1.5 This tender document is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
- 1.6 Bids containing erasures or alterations are liable to be rejected unless countersigned by the authorised signatory.
- 1.7 All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount only will be considered.

GKVK, Bellary Road, Bangalore 560 065. India
Phone +91-80-23666343 /344/345/346 . Telefax +91-80-23636662
purchase@ncbs.res.in . www.ncbs.res.in



- 1.8 Tenders will be opened in the presence of attending Tenderers on **18/01/2019** at **14.30 hours**. In the event the due date is declared as holiday, the tender will be opened on the following working day.
- 1.9 If the item offered is to be imported, arrangements for import will be made by the Institute. Import duty and customs clearance will be under purchaser's scope.
- 1.10 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.
- 1.11 Any deviation/substitution in regard to the technical specification must be indicated in Annexure C of this tender document. Otherwise it shall be binding on the bidder to supply the items as specified in this tender specification.
- 1.12 All bids are to be submitted on or before the due date and time. **The bids shall be enclosed in an envelope and sealed duly marked "Tender for Flow Cytometric Analyzer – Qty. 1 No..", Ref. No. NCB/F-181434/2018-2019 (N)"; and mailed to the Head-Purchase.** Offers delivered in person shall be deposited in the Tender Box kept in the office.
Due date for opening the bids: 18/01/2019 (14.30 hours)
- 1.13 Please return the tender papers including Conditions of Tender as well as the Annexures with your signature, rubber stamp and date affixed on each page.
- 1.14 All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender which do not comply with the above conditions are liable to be rejected.
- 1.15 Late and delayed tenders will not be considered. Therefore tenderers shall ensure that the tender reaches the Purchaser on or before the due date and time stipulated for receipt of bids.
- 1.16 Individuals signing the bid form and other supporting documents must specify the capacity in which they sign, like -
- a) Whether signing as a Sole Proprietor of the firm or his attorney.
 - b) Whether signing as a partner of the firm or his attorney
 - c) Whether signing for the firm as Agent.
 - d) Whether signing as Director of a Limited Company.
- 1.17 National Centre for Biological Sciences reserves the right to reject any or all the tenders without assigning any reason.
2. **CATALOGUE/TECHNICAL LITERATURE**
All necessary catalogue/drawing literature/data and details of item/s as are considered to be essential for full and correct evaluation of the bid shall invariably accompany the bid.



3. BID GUARANTEE / EARNEST MONEY DEPOSIT

Bid Guarantee amount of **Rs.1,50,000.00** shall be submitted by a DD (for outstation firms) or Banker's cheque (in case of local firm) from a Nationalised Bank / Foreign Bank along with the bid, drawn in favour of "National Centre for Biological Sciences, Bangalore". Alternatively, the BG amount may be submitted by way of Bank Guarantee from a nationalised bank/first class foreign bank valid for 6 months. The BGA amount will be forfeited if the successful bidder fails to accept the Letter of Intent/ Purchase order or withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender. The offers are liable to be rejected, at the discretion of the Centre, if they are not accompanied with BGA. No interest shall be payable by NCBS for BGA amount. The BGA shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.

Micro and Small Enterprises (MSEs):

1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
2. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
3. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

4. AUTHORITY OF AGENTS

In case where a bid is submitted by an Indian Agent on behalf of his foreign principal, such bid should be supported with a letter of Authority from the principal that the Indian Agent has been authorised to submit the bid on behalf of the principal. The indigenous manufacturers shall submit their bids directly.

5. PRICE

The Tenders to be quoted in foreign currencies – USD/Euro/JPY/GBP/SGD/CAD or any other currencies approved/traded by RBI. The prices quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, formula for price variation/escalation, inland transportation, documentation, taxes and duties, levies, Road/AIR/marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.P.) mode of payment, mode of despatch, insurance agency commission, if any, should be clearly stated. For indicating the price, the tenderers may choose any/all of the following:

- a) Ex-works (all other charges to be indicated separately).
- b) F.O.R. site (i.e. freight, packing & forwarding, loading on to the transport, documentation etc. included.) Internal transportation, freight, insurance, etc. to be shown separately.
- c) F.O.B (cost of goods, packing & forwarding, inland transportation, documentation, etc. till the item is loaded on to the cargo carrier). Freight & Insurance charges to be separately indicated.
- d) C.I.P (cost of goods, packing & forwarding, documentation, freight, insurance, etc. all included). However, freight & insurance charges to be indicated separately.

INSURANCE TO BE COVERED TILL NCBS STORES.

6. The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.



7. VALIDITY OF BIDS

The bids shall be valid for a period of at least 180 days from the date of opening of the Price bids. Bids with shorter validity period are liable for rejection.

8. DELIVERY

The tenderer should clearly mention the time required for supplying the item. The period of delivery will be counted (a) from the date of receipt of the order in case of Indian supplier and (b) from the date of opening of letter of credit/receipt of order (in the case of sight draft/advance draft) for foreign suppliers. The delivery date is the date at which the equipment should be delivered at NCBS.

9. PACKING

The item should be packed appropriately so that it can sustain transit hazards, multiple landing, warehousing, etc. during transit.

10. PLACE OF DELIVERY

In the case of items indigenously manufactured, ALL DELIVERIES shall be effected to the National Centre for Biological Sciences, UAS-GKVK Campus, Bangalore-560065, whereas the foreign suppliers shall effect delivery up to Bangalore Airport, India by AIR only unless otherwise specified.

11. GUARANTEE/WARRANTY

The item/s covered under this tender shall be subject to a guarantee for trouble free performance, workmanship, material etc., fulfilling the specifications mentioned in this tender for 36 months from the date of commissioning. If any defect is found in the material, workmanship or performance during the guarantee period the same may either be repaired/replaced by the supplier as the case may be free of charge. The guarantee period for replacement of parts or repair work shall be same as above. A guarantee certificate to this effect should be forwarded to us with your invoice. For order placed on foreign suppliers, the supplier shall specifically confirm that their Indian representatives, if any, will provide with after sales service and will attend to any repairs or technical problems that may arise.

12. PERFORMANCE B/G

The successful bidder shall have to execute a performance B/G in accordance with the guarantee/warranty for 10% value of the order. This B/G has to be executed on an appropriate value of stamp paper in terms of a bank guarantee drawn on any nationalised bank or first class foreign bank and shall remain valid till the completion of the Defect Liability period/warranty period, with 6 months grace period.

13. TAXES AND DUTIES

The Centre shall deduct all taxes and duties, as applicable, from time to time from the bills payable.

14. PAYMENT TERMS

As per our Centre, 90% of the payment shall be made through Sight Draft (documents through bank) and balance 10% payable after installation, trial run and subject to acceptance by the group head through SAI and all other relevant documents, with Performance Bank Guarantee.

All claims shall cease as per the Limitation Act.



15. CLARIFICATIONS

After opening the bids, if it becomes necessary for the purchaser to seek clarifications from the bidders, the same will be sought from the bidders. In such an event, the bidders will furnish all technical information / clarifications to the purchaser to reach on or before the due date fixed for that purpose indicating the Purchaser's tender reference. If the technical clarifications sought do not reach on or before the date date fixed, the bids shall be summarily rejected without any further notice.

16. RISK CLAUSE

Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere; at the risk and cost of contractor; either the whole of the contract or any part which the contractor has failed to perform within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.

17. DISPUTE AND RESOLUTION

Any dispute or differences between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, NCBS or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue of arbitration proceedings shall be Bangalore and provisions of Arbitration Act for the time being in force in India shall be applicable. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction.

18. OTHER TERMS

a) If electrical/ AC/ technical works contract, appropriate license defining the required expertise from the approved Licensing authority.

b) The Centre, will at its discretion ask for a solvency certificate from your bankers.

19. DEFINITION AND MEANINGS

In constructing these conditions, specifications, etc. in the tender document or the Annexures/Appendices the following words shall mean herein assigned definitions except where the subject context is otherwise stated.

PURCHASER : Shall mean the National Centre for Biological Sciences.

BID/TENDER : Shall mean the proposal/document that the BIDDER submits in the requested and specified form or otherwise along with Annexures, Appendices, etc.

BIDDER/TENDERER : Shall mean the firm/party who quotes against an enquiry.

CONTRACTOR/SUPPLIER : Shall mean the party to whom a Work Order/Purchase Order Is awarded to undertake all or a part of the work covered by this tender document as well as an amendment orders relating to this tender issued by the Purchaser and shall include his/their legal representative, assignee/s or successor/s.



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- CONTRACT : Shall mean and include the articles of agreement, Declaration form, the general and special conditions, the Annexures, the Schedule of Quantities & rates and the specifications attached hereto and the drawings, if any.
- ORDER VALUE : Shall mean total value of the Purchase Order/Work order issued against this tender item including taxes, levies, etc.

20. TECHNICAL SPECIFICATIONS
See Annexure – 'A'

21. For imported items, final price after totaling the prices of the individual items has to be mentioned with estimated freight, insurance, agency commission charges, etc. The price shall be FOR CIF BANGALORE AIRPORT.

22. NCBS reserves the right to split the quantities or reject one or more offers in full or part without any reasons. Therefore NCBS decision is final and binding.

23. The quantity mentioned in the tender may be decreased/increased while ordering. However, the price quoted should be firm irrespective of change in the quantity.

24. ACCEPTANCE OF TENDERS

NCBS does not pledge itself to accept the lowest/ any tenders and reserves to itself the right to accept the whole or part of the tenders or a part of the quantity offered.

25. The firm may quote in Foreign Currency for direct import on CIF basis as well as in Rupees on FOR NCBS basis for local supply. Please indicate insurance, freight and other charges separately for direct import.

26. Your Service Engineer should be fully trained to install the equipment and capable of maintaining the equipment during / after the warranty period.

27. LIQUIDATED DAMAGES

The successful bidder will have to agree that in case the item is not supplied within the agreed delivery schedule and after a grace period of seven days, then Liquidated Damages (not in terms of penalty) will be imposed automatically and be deducted from their bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.

Please enter unit price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.

Since NCBS is a Public funded Research Organisation, registered under Government of India Notification No.51/96 – Customs and 10/97 – for Central Excise is applicable for the items listed in the notification.

For and on behalf of
National Centre for Biological Sciences,


K. RAMANATHAN
Head, Purchase
National Centre for Biological Sciences
Tata Institute of Fundamental Research
UAS-GVK Campus, Bellary Road
BANGALORE-560 065



ANNEXURE A – Technical Specification

Flow Cytometric Analyzer – Qty. 1 No.

State-of-the-art flow cytometric analyzer should be equipped with solid state 405 nm, 488 nm, 561 and 633/635/640 nm lasers and each laser should have at least 100 mW of power. The system should be upgradable on site with more lasers, respective optics and electronics thereof.

Fluorescence sensitivity should be high and it is a critical requirement and it should be less than 100 MESF for FITC. The system should be capable of detecting at least 17 fluorescence parameters and two scatter parameters. The system should be equipped with following dichroic mirrors and emission filters:

No of Detectors	LASER	LASER Power	Dichroic	Band Pass
1	405 nm	100 mW	750LP	780/60
2			690LP	710/50
3			635LP	670/30
4			600LP	610 / 20
5			505LP	525 / 50
6			410LP	431/28
7	488 nm	100 mW	690LP	710/50
8			505LP	530 / 30
SSC			Not required	488 / 10
FSC			Not required	488/10
9	561 nm	100 mW	750LP	780 / 60
10			690LP	710 / 50
11			635LP	670/30
12			600 LP	610 / 20
13			Not required	586/15
14	633/635/640 nm	100 mW	750LP	780 / 60
15			690LP	710/50
16			685LP	695/40
17			650LP	670/30

The system computer should be supplied with acquisition and analysis software with one additional license for offline analysis. Latest PC Workstation, 160 GB Hard Drive, DVD/CD-ROM Read/Write Combo Drive, LCD monitor/s and laser based color printer.

The supplier should provide onsite hands-on training to the flow cytometry facility staff at ncbs.

The supplier should have proven capability in after-sale engineering service and application support in the field of flow cytometry instrumentation in India.

The system should have 3 years of warranty.

ANNEXURE - B

SCHEDULE OF EXPERIENCE

Please furnish list of major supplies/works undertaken in relevant to this tender during the past two years.

Sl. No.	Name of the company with full address	Name of project	Purchase Order No. & date	Brief description	Value (Rs.)
Signature					
Name					
Designation					
Name of company					
Date					
Seal of the company					

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ANNEXURE – C

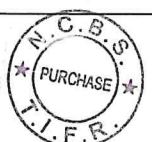
SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. [State NIL if no deviation is envisaged].

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	



ANNEXURE - D

Ref: NCB/F-181434/2018-2019 (N)

Tender Notice No.010/2018-2019

SCHEDULE OF PRICE AND DELIVERY

Sl. No.	Item	Quantity	Units	Price (Rs).	Total (Rs.)

Please enter unit price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.

