



PUBLIC TENDER

2 PART TENDER FOR HIGH SPEED CELL SORTER – Qty. 1 No.

Tender Fee: Rs.700/-, EMD – Rs.2,36,000/-

Cost of Tender : Approx. Rs.118 Lakhs

Last date for Sale of Documents: 15/04/2019 till 16.00hrs

Last date for submission: 16/04/2019 till 14.00hrs

Due date for opening bids: 16/04/2019 at 14.30hrs

GENERAL CONDITIONS

(Tender documents consist of 13 pages, Pg. 1 to Pg.12 – Technical Bid, Pg. 13- Price Bid)

Ref: NCBS/F-181915/2018-2019 (N)

Tender Notice No.014/2018-2019

Important Instructions: The bids shall be enclosed in an envelope and sealed duly marked "Tender for "High Speed Cell Sorter– Qty. 1 No." Ref. No. NCB/F-181915/2018-2019 (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 kept in the office. If the bids are sent through courier or mail, it should reach by submission Date and Time and NCBS will not responsible for the delay.

Important instruction for the Tenderers: -

All tenders shall be made in ENGLISH only.

The details in regard to technical specification and other terms and conditions should be cogent and clear to the extent possible.

Sealed tenders are invited at NCBS - TIFR, GKVK, Bangalore – 560 065 under 2 cover system from reputed Manufacturers / Suppliers for Supply, Installation, Commissioning and Technical Support for the following:-

HIGH SPEED CELL SORTER – Qty. 1 No.

The Technical and Financial / Price Bids shall be submitted simultaneously in two (2) cover (sealed) system. The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial. Technical evaluation will be carried out and those Vendors who score minimum 80% and above will qualify for Price Bid opening. Thereafter, Financial Proposal shall be evaluated. The Commercially LOWEST BIDDER shall be the first preferred Vendor for award of Order.

1) The EMD amount should be put in first sealed cover – Cover I, and superscribed as "**Techno-commercial Bid**" and should contain -

1. Acceptance of Technical specifications, **Annexure- A (page 9 & 10)** and terms and conditions. Tender document to be enclosed with Date, Signature and Seal in every Page.

2. Complete Technical details of the Instrument offered (Specifications, Technical Parameters, Advantages, etc.,)

3. Supplier profile & Schedule of Experience – **Annexure – B**

4. Supplier must describe in detail the technical support they will be able to provide in Bangalore. Only those companies will be considered who have engineers based in Bangalore who have been trained on the machines being quoted for, prior to the date of installation.

5. Suppliers must provide complete list of publications arising from use of their machines, in which the machines have been used for the applications listed. Enclose Data Sheet and Sample Analysis (if any)

6. Details of Warranty Services.

7. Details of "After Sales Service" and "Factory Trained Engineers" available in Bangalore.

8. Xerox copies of the Purchase Orders for having supplied similar Instruments in India.

9. Schedule of deviation from specifications / conditions – **Annexure C.**

10. Any other information the bidder like to provide with Date, Signature and Seal

(Annexures should be duly signed and filled with date wherever necessary)

(Please attach additional sheet(s), wherever necessary)



Ref: NCBS/F-181915/2018-2019 (N)**Tender Notice No.014/2018-2019**

II) The **second sealed cover** – Cover II superscribed '**Price Bid**' (page 13) should contain only rates (please attach additional sheet(s), wherever necessary) (should be duly signed with seal and filled with date wherever necessary)

THE ABOVE MENTIONED TWO COVERS SHALL BE SEALED ON THE OUTSIDE WITH WAX SEAL BEARING THE LOGO/NAME OF THE COMPANY SUBMITTING THE BID.

THESE TWO COVERS SHALL BE AGAIN PUT INTO A SINGLE WAX SEALED COVER superscribed "**Tender for High Speed Cell Sorter – Qty. 1 No.**" and should reach NCBS on or before 16/04/2019 before 14.00 hrs". This should be addressed to the Head-Purchase, NCBS-TIFR, GKVK, Bangalore – 65. The Techno – Commercial Bid will be opened on 16/04/2019 at 14.30 hrs. On the date of tender opening (i.e. on 16/04/2019), only the **Techno-Commercial Bids** shall be opened in the presence of attending tenderers.

The **Technical and Financial / Price Bids** shall be submitted simultaneously in two (2) cover (sealed) system. The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial. The **Technical and Financial / Price Bids** shall be submitted simultaneously in two (2) cover (sealed) system. The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial. Technical evaluation will be carried out and those Vendors who score minimum 80% and above will qualify for Price Bid opening. Thereafter, Financial Proposal shall be evaluated. The **Commercially LOWEST BIDDER** shall be the first preferred Vendor for award of Order.

1.1 Quotations must be submitted giving complete details using enclosed tender papers.

1.2 The rates quoted should remain valid for a period of 180 days from the date of Price Bid opening.

1.3 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 B attached.

1.4 This tender document is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.

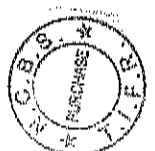
1.5 Bids containing erasures or alterations are liable to be rejected unless countersigned by the Authorised signatory.

1.6 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.

1.7 Tenders will be opened in the presence of attending tenderers on 16/04/2019 at 14.30 hours. In the event the due date is declared as holiday, the tender will be opened on the following working day.

1.8 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.

1.9 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.



- 1.7 Tenders will be opened in the presence of attending tenderers on **16/04/2019 at 14.30 hours**. In the event the due date is declared as holiday, the tender will be opened on the following working day.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 All bids are to be submitted before the due date and time. **The bids shall be enclosed in an envelope and sealed duly marked "Tender for High Speed Cell Sorter – Qty. 1 No."; Ref. No.NCB/F-181915/2018-2019 (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: 16/04/2019 (14.30 hours).
- 1.12 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.
- 1.13 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.
- 1.14 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.
TENDERS RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED. NCBS RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THERE OF.
- 1.15 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.

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 details are as below:-

Sl. No.	Item Description	BGA/EMD Amount
1.	High Speed Cell Sorter – Qty. 1 No.	Rs.2,36,000.00

Ref: NCBS/F-181915/2018-2019 (N)**Tender Notice No.014/2018-2019**

The EMD/BGA shall be submitted by a DD (for outstation firms) or Banker's cheque (in case of local firm) from a Commercial Bank/ Foreign Bank (First class Bank) along with the bid, drawn in favour of "National Centre for Biological Sciences, Bangalore". Alternatively, the EMD amount may be submitted by way of Bank Guarantee from a Commercial Bank/ Foreign Bank (First class Bank) valid for 6 months (no other mode of payment will be accepted). 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 price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Despatch, Insurance, Agency Commission, if any, shall be paid after satisfactory installation & Commissioning of the goods. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

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 should be valid for a period of 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, GKVK, Bellary Road, 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** claim 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. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction.

18. OTHER TERMS

1. If electrical/ AC/ technical works contract, appropriate license defining the required expertise from the approved Licensing authority.
2. 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 and amendment orders relating to this tender issued by the Purchaser and shall include his/their legal representative, assignee/s or successor/s.
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,



Head – Purchase

ANNEXURE A - Technical Specifications for High Speed Cell Sorter

State-of-the-art high speed cell sorter equipped with gas or solid state 405 nm, 488 nm, 561 and 633/635/640 nm lasers. The system should be upgradable on site with more lasers, respective optics and electronics thereof.

The system should be a four-way sorter and supplied with at least a pair of 50µM, and 70µM(2 Nos), and 100µM nozzles. These nozzles should be replaceable by the end-users. The automatic drop delay determination system is required.

The collection device should have temperature controller to maintain the temperature of sorted cells and it should have holders for 96/384 well plates, 1.5ml microfuge tubes, 12 x 75 mm and 15 ml tubes.

The system should have sample mixing and sample temperature control accessories.

The system should be capable of acquiring and sorting at least 50,000 events/second with 98% purity or more.

The system should be capable of detecting at least 14 fluorescence parameters and two scatter parameters. The system should be upgradable up to 18-20 parameters. Fluorescence sensitivity should be high and it is a critical requirement and it should be less than 100 MESF for FITC.

The cell sorter should be equipped with aerosol management system and biosafety cabinet.

The system computer should be supplied with acquisition and analysis software with additional licenses 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.

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INFORMATION TO TENDERERS

The Tender shall be evaluated under 2 (Two) Bid System

- I. Technical Bid
- II. Financial Bid

Technical Evaluation shall comprise of

TECHNICAL EVALUATION CRITERIA WITH MARKS		
Sl. No.	Features	Max Marks
1	Solid State lasers 405nm, 488nm, 561nm and 633/635/640nm	20
2	Four-Way sorter	5
3	Nozzles: 50µM, 70µM(2 Nos) and 100µM	5
4	Automatic drop delay system	5
5	Collection device: 96/384 well plates, 1.5ml microfuge tubes, 12 x 75 mm, and 15 ml tubes.	5
6	Temperature control for unsorted and sorted samples	5
7	Sample mixing device for unsorted sample	5
8	Fluorescence parameters – 14 Scatter Parameters	20
9	Fluorescence sensitivity < 100 MESF for FITC	10
10	Aerosol management and biosafety cabinet	10
11	System computer with acquisition and FCS express analysis software	10
	TOTAL	100
Technical evaluation will be carried out and Vendors who score ≥ 75% will qualify for Price Bid opening. Thereafter, Financial proposal shall be evaluated. The Commercially LOWEST BIDDER shall be first preferred Vendor for the award of Order.		

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					

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	



