(Indian Council of Medical Research) 20-A, Dr. Ambedkar Road, Pune: 411 001. (INDIA) Website : <u>http://www.icmr.nic.in</u>, <u>www.niv.co.in</u> E-mail : <u>purchase-niv@gov.in</u> / <u>nivpurchase@yahoo.co.in</u> / <u>nivimports@gmail.com</u> Tel. No. : 020-26006209/229/290

NOTICE INVITING TENDER

Tender No. ICMR-NIV/PUR-COVID-(2)/2020-21

Due on: 10/09/2020

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 <u>10th September,2020</u> <u>by 04.00 pm</u>. 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 : <u>www.niv.co.in</u> 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

Crucial Dates

Bid Submission Start Date	26 th August,2020	03.00 pm.
Last date of Bid Submission	10 th September,2020	04.00 pm.
Opening date of Bid	11 th September,2020	02.00 pm.

PART - I : SCHEDULE OF REQUIREMENTS :

Sr.No	Ref No.	Equipment	Qty.
1	366,1816	Ultra Low Freezer	3
2	1401	Bio analyzer	1
3	1399,1417	BioSafety Cabinet Class II A 2	3
4	1024	Inverted Compound Microscope	1
5	1496	Tangential Flow Filtration	4
6	1047,1490	Refrigerated centrifuge	3
7	1494	ELISA Reader	1
8	1495	ELISA Washer	1
9	1492	Lyophilizer	2
10	1497	Roller Bottle CO2 Incubator	2
11	1707	IVC Cage System for Mice	1

SPECIFICATION OF ABOVE EQUIPMENTS :-

- 1. Ultra low freezer (upto -86^oc) Qty 3 Nos.
 - Unit capacity- ~ 17cu.ft. capacity (450-500 ltr.) to accommodate 300-350: 2"cryo-boxes)
 - **Temperature range** upto -86^oc.
 - Unit construction-
 - ✓ Vertical model with 4 compartments
 - ✓ Electro galvanized steel cabinet with corrosion-resistant powder coating for and antimicrobial coating.
 - ✓ Should sustain ambient temperature $37^{\circ}c$ to $40^{\circ}c$
 - \checkmark ~ 5" Non-CFC foamed polyurethane insulation.
 - ✓ With heavy-duty dual wheel swivel and locking casters.
 - Control system
 - ✓ Microprocessor based controller with digital display.
 - ✓ Temperature probe positioned to ensure the alarm sounds before the stored product to be affected by a rise in temperature.
 - ✓ Battery back-up provided for the alarm monitoring system.
 - ✓ Audio-visual alarms for over and under temperature, power failure, door open and low battery conditions etc.
 - ✓ The machine equipped with automatic voltage compensator which responds to high and low voltages.
 - Standard compliance CE, UL certifications
 - Accessories which to be quoted with the unit
 - ✓ Stainless steel racks along with boxes suitable as per quoted model.
 - Electricals 230-240 V /50-60Hz with maximum power consumption below 15000 Watt
 - Provision for Liquid Nitrogen backup.

- 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.

2. Bio analyzer - Qty 1 No.

- Multi-channel capillary gel electrophoresis system (Automated)
- Replaceable gel cartridge
- 96 sample capacity with flexible throughput
- Detection sensitivity up to 1ng/ µl 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.

3. BioSafety Cabinet Class II A 2 - Qty 3 Nos.

- Class II, Type A2 biological safety cabinet
- Approximate work area dimensions: 27" wide x 30" Height x 52" Length
- Facility for Filter Life Monitoring
- With ultraviolet light and timer for automatic switch off
- Fully-closing, clear 1/4" tempered safety glass sash with alarm
- 304 stainless steel interior and removable, seamless, dished work surface with lift out knobs
- ADA-compliant touchpad control for operation
- Lockable castor wheels
- Noise level 50 to 65 dBA and vibration free
- Pressure Monitoring system.
- Microprocessor based controller with alarm LCD display, display showing inflow, Downflow, Sash alarm, Air flow status filter life and alarm function
- 230V/50Hz
- Electric sockets : 5 amp-2 Nos.
- ISO certified Company
- NSF 49 certification.

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

4. Inverted Compound Microscope - Qty 1 No.

- Objectives: Phase Contrast objectives 4x, 10x, 20x & 40x
- Transmitted Illuminator LED Lamp.
- Observation Method visible light with Red, Green and Blue filter
- Phase Contrast, Inversion Contrast, Brightfield, Zoom-10x, 20x 40x and 100x.
- Operating Environment Indoor Use Ambient Temperature 5 40 °C.
- Revolving Nosepiece Manual Standard Type,
- Plain Stage for observation of all type of Tissue culture plates and flask (T-25Cm² to T-300Cm² and including roller bottles)
- Electricals 230-240 V/50-60Hz, Single Phase AC Supply

Accessories:

• Spare LED Lamps (4 Nos.).

Other requirements :

- Operational and maintenance manual with SOP.
- Delivery, Installation, validation/ performance, demonstration carried out at site.
- Along with IQ,OQ,PQ Certificates.
- To be quoted by manufactures & Authorized dealer who have satisfactorily installed the units at National Research Laboratories/Institutes.

5. Tangential Flow Filtration System – Qty 4 Nos.

- Process sample volumes up to 1-2 Liters per day
- Minimum Working volume < 5ml
- Efficiently concentrate samples up 40-50%.
- Subsequent desalting or buffer exchange steps to be run on the same system with minimal user intervention.
- Hold up to 1-2 liter of sample and provides efficient mixing of product.
- achieve high concentration factors 10-30%
- User friendly and plug and play type device
- Maximum Inlet pressure 4.1 bar (410 kPa, 60 psi)
- Operating temperature range 0 50 °C (0-106 °F)
- Recirculation flow rate- 10 20 ml/min
- Include all the required accessories
- Power supply 1Phase 230Volt AC
- Noise level less than 65db

Additional/Consumables:-

Including all the accessories/consumables for testing

- Operational and maintenance manual with SOP.
- Delivery, Installation, validation/ performance, demonstration to be carried out at site. Along with IQ, OQ and PQ Certificates.
- To be quoted by manufactures & Authorized dealer who have satisfactorily installed the units at National Research Laboratories/Institutes.

6. Refrigerated Centrifuge – Qty.3 Nos.

- Temperature range (0°C to + 30°C) of operation with digital display of Temp, Speed, and imbalance
- Supplied with at least three Aerosol tight rotors with Caps
 - ✓ fixed angle rotor accommodating at least 24x 1.5/2ml tubes (go up to a speed of approximately 14000 rpm)
 - ✓ fixed angle rotor accommodating at least 6x 15/50ml (go at a speed of approximately 7000 x g)
 - ✓ A cell culture plate/plate rotor (go at a speed of approximately 2000 x g).
- Option to accelerate and decelerate the speed at various rates.
- Noise level less than 65 dB.
- Supplied with compatible wall mountable stabilizer.
- Electrical Supply: Line Voltage: 220-230 Volts, Frequency 50 Hertz, Single Phase

Other requirements :

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

7. Elisa Reader – Qty. 1 No.

- Capability: 24, 48 or 96 well micro plates
- Spectral Range: 400-750nm, Accuracy +-1nm
- Absorbance: 0-4 O.D.
- Accuracy: Up to 0.001 O.D.
- Provision: Curve fittings formulas transformations & control assay
- Validation, with compatible interface with PC & external printer.
- Accessories: Spare Lamps 2 Nos.
- Automated lid operation for open and close.
- Power Supply: 210-240V/50-60 Hz

- Operational and maintenance manual with SOP.
- Delivery, Installation, validation/ performance, demonstration to be carried out at site. Along with IQ,OQ,PQ Certificates
- To be quoted by manufactures & Authorized dealer who have satisfactorily installed the units at National Research Laboratories/Institutes.

8. Elisa Washer – Qty.1 No.

- Residual well volume <6 µl
- Soak time 0-9.9 sec in strip mode
- 0–59 min in plate mode
- Available manifolds 8 and 12 channel
- Protocol storage capacity 110 protocols
- Compatible plate types : Any flat, round or "V" bottomed plate
- Wash, rinse and Waste bottle volume 2 3 ltrs.
- Integrated vacuum pump, 9 L/min
- Can store upto 20 programs
- **Safety Devices** : Aerosol cover, removable Plate carrier, spill over protection and overflow protection safety system
- **Display:** LCD Display and Membrane Keypad.
- **Operating conditions**: 15–40 °C, 15–85% relative humidity
- **Power Supply** : 210-240 V / 50/60 Hz

Accessories:

- Waste discarding bottle set.
- Silicon Pipe set for discarding.

- Operational and maintenance manual with SOP.
- Delivery, Installation, validation/ performance, demonstration to be carried out at site. Along with IQ,OQ,PQ Certificates
- To be quoted by manufactures & Authorized dealer who have satisfactorily installed the units at National Research Laboratories/Institutes.

9. Lyophilizer – Qty. 2 Nos.

- Microprocessor Controlled Laboratory scale freeze dryer
- Facility for lyophilizing the products in vials and ampoules and sealing under vacuum with both automatic and manual operating system.
- Maximum Ice removal capacity of 4-5 Kg in 24 hours.
- Ice condenser chamber volume minimum 5 6 Kg in 24 hours.
- Condenser temperature: -70°C to -90°C maintain throughout the chamber
- System able to lyophilize 5-10 ml volume 300-500 ampoules.
- Refrigeration: 2x1/3 Hp CFC free hermetically sealed compressor with suitable safety device
- LC display of system operation and set parameters, viz., ice condenser temp, vacuum time set
- Cycling Condition: First the product that is to be dried is frozen, this process to be carried out directly in the freeze dryer
- Automatic defrosting function. Hot gas Frosting
- Ice condensation chamber with high quality stainless steel inner condenser coils and drain valve.
- Ergonomic condenser design to allow easy and quick cleaning, decontamination and defrosting.
- Drying Chamber made of Stainless Steel.
- Freeze Dryer Manifold: comprising base plate/adaptor plate, three/five shelves, and distributors for ampoules/vials.
- Freeze drying ampoules and vials of 2 to 10 ml capacity (300-500 Nos.) supplied with system
- System have provision to start pump after condenser temp reaches -40°C for safety
- Vacuum Pump (quote Price separately): High quality corrosion resistant, direct driven, double stage vacuum pump with gas ballast facility and safety valve capable of displacing at least 150 lits air per min for better performance.
- Vacuum pump include exhaust filter, oil mist and odor filter elements with a spare set. Ultimate Pressure at least 2x10⁻ 3 mbar.
- Compact bench top design with small foot print. A trolley with wheels to keep the lyophylizer unit, vacuum pump and accessories.
- Safety device to protect vacuum pump from high temperature; oil and air back suction protection. System must be quoted with Vacuum Grease, Vacuum Oil.
- Complete sealing device for vials and ampoules.
- Electricity requirement: 220-240V, 50Hz.
- Ambient temperature: +10°C to +32°C
- Noise level: ≤55dB
- International Certification: FDA or equivalent, CE, NeP & ETL certified, ISO 9001 & GMP.

Additional:

- Data interface RS232 port for process documentation with PC of latest configuration to be provided for installation of process documentation software.
- Shelf diameter 340- 370 mm
- Distance between shelves 60-70mm
- Diameter of acrylic chambers 430-470 mm with gasket fixed with chamber.

- Operational and maintenance manual with SOP.
- Delivery, Installation, validation/ performance demonstration to be carried out at site. Along with IQ,OQ,PQ Certificates.
- To be quoted by manufactures & Authorized dealer who have satisfactorily installed the units at National Research Laboratories/Institutes.

10. Roller bottle CO₂ incubator - 2 Nos.

- Microprocessor controlled water jacketed CO2 Incubator
- Temperature control from 5°C below ambient to 65°C, with control accuracy ±0.3°C.
- Direct heating with fan less, gentle convection circulation
- Chamber: stainless steel
- Internal Capacity : 180 200 Liter
- RPM: 0-20 rpm
- CO2 control range from at least 0.2 to about 20% with control accuracy and uniformity of ±0.1% and a rapid recovery with more than 0.5%/min.
- Relative humidity range: ambient to 95% at 37°c, Display (relative humidity): 1% increments humidity system with removable humidity reservoir
- Automated Infra-red (IR) CO2 sensor with programmable auto-zero function without manual intervention.
- Minimum 3 to 4 adjustable height shelves with rolling bottle capacity
- With backlit display screen for easy visualization, alarm system (preferably both audio & screen), programmable alarms for CO2 and temp set points, delays and duration
- HEPA filter on CO2 inlet
- Number of Bottles 2 -4 bottles, Bottle Size 12 cm dia, 27 cm (H), surface area 1050cm2.
- Electrical Supply: Line Voltage: 220-230 Volts, Frequency 50 Hertz, Single Phase.

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

11. IVC Cage System for Mice Qty. 1 No.

- Single sided IVC cage system in SS 304 .
- IVC Ventilator comprising of Inlet and Exhaust Air supply with pre filter and HEPA filter.
- Programmable Controller with display, data logging facility.(Temperature, Humidity, Supply & exhaust pressure.)
- Visual and audible alarm system.
- Castor wheels with SS 304 casing and special grade nylon wheels

IVC Cage Rack:

- PROTECTION FOR OPERATORS AND ANIMALS
 - a. Microbiological filter (Virus filtration efficiency ≥ 99.97%, bacteria filtration efficiency ≥ 99.97%) at cage level, ensures optimal gas exchange as well as protection also during procedures or in case of power failure
 - b. Nylon Gasket and Latches: seal between cage base and the top
 - c. Non-invasive rack nozzles to avoid cross-contamination
 - d. Integrity testing of filter
- Suitable for cage loading from single side for 48 nos.
- Repeatedly Autoclavable cages.
- Flexible air hose for supply air & exhaust air connections.
- Castor wheels with SS 304 casing and special grade nylon wheels

IVC Cage:

- Cage lid with supply air port with filter, exhaust air port & water bottle port with self closing isolators. (48 Nos.)
- Water bottle in polycarbonate / polysulfone construction with SS cap with nipple (48 Nos)
- Autoclavable water bottles
- Bottle capacity 300 ml.
- Cage grill in SS 304 construction with gasket.
- Electrical Supply: 220-230 Volts, Frequency 50 Hertz, Single Phase.
- Operational and maintenance manual with standard operating procedure for replacement of HEPA/pre Filters.

- Critical Spare parts provided along with the equipment (24 cages & 24 bottles) and list of essential spares must be provided. Airport filter for cages (1 set)
- Operational and maintenance manual with SOP.
- Installation, validation/ performance demonstration to be carried out at site.
- All the necessary documents and certification to be provided at the time of installation. Along with IQ,OQ,PQ Certificates.
- ISO9001 and CE certification
- To be quoted by manufactures & Authorized dealer who have satisfactorily installed the units at National Research Laboratories/Institutes.

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: **10th September**, **2020 till 04.00 pm**
- (c) The sealed envelope should be superscripted "Tender for (Name of the item); due on 10.09.2020" 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 <u>free of cost</u>.
- 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

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 of20 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)

• Name of Bidder

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)