



NOTICE INVITING TENDER (NIT)

NIT. NO.: NIPER-HJP/S&P/FACS Analyzer with sorter/01B/2020-21 DATE: 16.04.2021

Sealed quotations in bid system are invited from the reputed Manufacturers and/or their authorized distributor/ dealers for the supply of the following instrument for the **NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER), Hajipur**. Bid documents with other terms and conditions can be submitted with bid fee and notified EMD as per the following:

Bid fee – DD (Non-refundable) (Any scheduled Bank)	Last Date and time for submission of bids	Venue for submission & opening of Technical Bids.
NA	07.05.2021 till 5.00 PM	Office of the NIPER, Hajipur, Bihar-844102

Name of the Instrument:

1. Multicolour Flowcytometry Analyser cum High Speed cell Sorter

EMD: Not Required

Important dates:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of NIT & other documents (Online) (Publishing date)	16.04.2021
2.	Documents download start date (Online)	16.04.2021
3.	Clarification Start date Queries to be sent to the mail id nipper.hajipur2007@gmail.com	16.04.2021
4.	Clarification End date	19.04.2021
5.	Amendment (if any) (Off line through corrigendum)	21.04.2021
6.	Bid submission start date (Off line)	22.04.2021
7.	Last date of submission of bid (off line)	07.05.2021
8.	Bid opening date for Technical Proposals (off line)	08.05.2021
9.	Date of uploading list for Technically Qualified Bidder on the website	Will be declared later
10.	Date for opening of Financial Proposal (Off line)	Will be declared later

NIPER - Hajipur

NIT. NO.

Date:

National Institute of Pharmaceutical Education & Research (NIPER)-Hajipur, an Institute of National importance, invites sealed tenders from reputed Original reputed Manufacturers / Authorized Dealers / Distributors for quality procurement of **Equipments listed in Annexure I**. All interested tenderers are requested to send their sealed quotation as per technical specifications in **Annexure – I** /and price bid as per **Annexure – II / III (under two bid systems)**.

Tenders will be accepted up to 07.05.2021 till 05:00 PM.

Detailed descriptions of the item and instructions for submitting your offer can be downloaded from our website www.niperhajipur.ac.in/ [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) free of cost .

The proposals must be sent in two separate sealed envelopes (Technical Bid and Price Bid) duly super scribed with Reference Number and Tender Notice details as given below:

TENDER FOR SUPPLY OF Name of Equipments with Tender Ref No with Last date of

Submission of Bid

To,

The Registrar(I/C),

NIPER-Hajipur

Address:

From : M/s

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The price bid will be opened only of those firms, who will be found technically qualified after evaluation of their technical bids. **The technical bids will be opened on 13.04.2021 after 12:30 PM**, in the office of the Director, NIPER-Hajipur in the presence of the Bidders / Vendors or their authorized representative who wish to be present. No separate communication in this regard will be sent to the bidders.

NIPER Hajipur

NOTE: The bid documents are not transferable and the firm’s seal and signature of the authorized official must appear on all papers and envelopes submitted.

INSTRUCTION TO BIDDERS

Two/Double Bids :

1. Tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Price Bid, in two separate properly sealed covers indicating the type of Bid; and both these covers will have to be put together in to a separate single sealed cover. Also the address of the firm submitting the tender and the officer, to whom the tender is addressed, must appear distinctly on both the inner sealed covers, indicating also TECHNICAL BID / PRICE BID as may be applicable.

2. In the part relating to Technical Bid, the Vendor must provide the following:

- (a) Details of the technical features of the offered Equipment vis-à-vis specification as per **Annexure – I**;
- (b) Standard Technical literature/Brochures/Catalogues and related documents on each of the items offered;
- (c) Dealership Certificate on the offered products from Bidder in case of dealer/s;
- (d) List of reputed organizations/Institutions, where similar orders have been executed (copies of the purchase/work order will have to be enclosed).
- (e) The bidders should attach a self declaration stating that he is not banned / debarred from working with any Central Government / PSU/ State Govt. of India/ Any other Govt. Agencies or any Institute of National / International importance. (**Annexure-II**)
- (g) Balance sheet with auditor's report for last three years.
- (h) Copy of PAN must be submitted of Firm/Bidder along with the Technical Bid;
- (i) Banker's details of tendering Firm/Bidder should be clearly mentioned;
- (j) Details of nature and maximum period of **Warranty** offered by the Bidder;
- (k) Amount of Earnest Money Deposited (**EMD**) Not required
- (l) A copy of the Price Bid, **WITHOUT MENTIONING THE PRICES**, will have to be provided as part of the Technical Bid document as given at **annexure III/IIIA**
- (m) Format of compliance statement as provided at **annexure IV**.
- (n) Format for technical bid as provided at **annexure V**.
- (o) Signed Copy of The Bid Documents.

03. In the part relating to Price Bid, the Bidder must provide the following :

- (a) Quantity, basic price (against item-wise details of specifications of each of the offered items) – **Annexure- III/ IIIA (as applicable)**
- (b) Prices of each of the optional accessories, as required by specifications and may be relevant for offered Equipment, will have to be specifically stated in the quotation;
- (c) GST (as percentage of basic price + packing & forwarding charges if any);
- (d) Installation & commissioning charge (including Service Tax), to be shown item-wise extra, if any.
- (e) Freight & insurance charge, if any.
- (g) Annual Maintenance Contract (**AMC**) rate (after expiry of warranty period) is to be clearly indicated – preferably in both comprehensive and non-comprehensive terms, failure to which the offer may not be considered even if it turns out at the lowest price.

Terms & Conditions:

1. **Rates :** Rates quoted should be on F.O.R./FOB NIPER-Hajipur, on Door Delivery basis .Prices to be quoted in Indian rupees for offers of indigenous equipments and in foreign currency only in case of offers received for supply from Foreign country.
02. **Validity:** Quoted rates must be valid for 90 days from the date of opening of the tender.
3. **Warranty:** The material must be quoted with a minimum comprehensive Warranty **period** of 36 months from the date of installation of the equipment.
4. **EMD:** Not Required however Declaration in this regards is required
5. **Delivery:** Delivery of goods at NIPER-Hajipur will have to be made within the specified date mentioned in the Purchase Order. All aspects of safe delivery shall be the exclusive responsibility of the Bidder.
6. **Rate of AMC:** Annual Maintenance Contract rate (after expiry of warranty period) is to be clearly indicated in terms of percentage. The selected supplier/s is to ensure regular availability of spares for 10 years from the date of installation.
8. **Late and delayed Tenders:** Late and delayed tender will not be considered. In case any unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening.
9. **Ground for Rejection of Tender:** The tenders are liable to be rejected if the fore going conditions are not complied with. The tender should be complete in all respects and duly signed wherever required. Incomplete and unsigned offer will not be accepted. Bids would be rejected, if the bidder resorted to either directly or indirectly in corrupt, fraudulent, collusive or coercive practices in the process.
10. **Payment Terms:** 100% payment will be released after receiving of the ordered item(s) in good condition and successful installation and commissioning duly certified by the concerned authority. Selected vendor should arrange to submit a **Performance Bank Guarantee** to the tune of 5% of the total purchase value at the time of submitting the bill. This Performance Bank Guarantee should be issued from any Nationalized Bank and validity of the same will be till **warranty period + 60 days** from the date of delivery and installation of the material. In case of non submission of Bank Guaranty, 5% of the cost of the Equipment would be kept with held till the completion of warranty period and would be released after 60 days of completion of Warranty Period subject to condition of satisfactory performance of the Equipment till that time.
11. **Liquidated Damage:** If a firm accepts an order and fails to execute the order in full as per the terms and conditions stipulated therein, it will be open to this institute to recover liquidated damages from the firm at the rate of 1% per week of the order value subject to a maximum of 10% of the order value. It will also be open to this institute alternatively to arrange procurement of the required stores from any other source at the risk and expense of the firm, which accepted the order but failed to execute the order according to the stipulated terms and conditions agreed upon.
12. NIPER Hajipur having DSIR Registration Certificate so we are eligible for Concessional Duties for Imports or GST.

13. **Termination for default:** Default is said to have occurred:

- (a) If the supplier fails to deliver any or all the services/goods within the time period (s) specified in the purchase order or any extension thereof granted by NIPER-Hajipur.
- (b) If the supplier fails to perform any other obligation(s) under the contract.
- (c) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NIPER-Hajipur (or takes longer period in spite of what NIPER may authorize in writing), NIPER-Hajipur may terminate the contract / purchase order completely or in part and forfeit the EMD.

In addition to the above, NIPER-Hajipur may at its discretion also take the following actions: NIPER may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIPER-Hajipur for any extra expenditure involved towards goods and services.

14. Applicable Law:

- (a) The purchase shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- (b) All disputes are subject to exclusive jurisdiction of Hajipur only.
- (c) Any dispute arising out of this purchase shall be referred to the Director, NIPER-Hajipur and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to an Arbitrator for decision of Arbitrator, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.

15. The acceptance of the quotation will rest solely with the Director, NIPER-Hajipur, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reasons.

16. **Important :** The Director, NIPER-Hajipur may accept or reject any or all the bids in part or in full without assigning any reason thereof and doesn't bind himself to accept the lower bid. The institute at its discretion may change the quantity / upgrade the criteria / drop any item or thereof at any time before placing the Purchase Order.

Annexure - I

Specification of Multicolour Flowcytometry Analyser cum High Speed cell Sorter:

1. Multicolour Flowcytometry Analyser cum High Speed cell Sorter System must be quoted with at least 4 lasers (i.e. Blue Laser of 488nm, Red laser of 632-642 nm, Violet laser of 405nm & Yellow green laser 561 nm) or more lasers, for simultaneous use.
2. System must be able to perform at least 16 colour / fluorescence output or more from the given 4 lasers (solid state) simultaneously in addition to forwards scatter and side scatter parameters.
3. System must have option for future upgradability with at least 1 or 2 more lasers to increase simultaneous output of fluorescence parameters.
4. System must have at least 4 pin holes and additional at least one pinhole / beam spots or more keeping in mind simultaneous firing of at least 4 lasers. The equipment should have dedicated beam spots for each of the individual lasers.
5. All the optics of the system must be fixed aligned and no user level alignment for day to day operation should be required.
6. The system must be of closed architecture in order to avoid accidental exposure to lasers, optical paths and filter assembly.
7. The system should be cuvette based or JET IN AIR Technology based function or better technology
8. The system must be able to perform high speed cell sorting with acquisition without compromising the purity of samples.
9. The system should be capable of at least four-way sorting. Additionally, system must be equipped with automated plate sorting facility in 6, 24, 48, 96 and 384-well plates. Sorted live cells should be capable of further culture & downstream assays.
10. The instrument should be capable of index sorting and can set a well in the Index Sort Analysis to see the event sorted into that well displayed in a plot.
11. System must be supplied with nozzles including 70 and 100 micron nozzles for various cell sizes. All nozzles should be removable and can be sonicated & reusable. Additional nozzles of higher size (130 micron or higher) are required for isolation and analysis of variety of eukaryotic cells of bigger sizes. The vendor must provide any other nozzles which are applicable and can be used for separation of different size cells.
12. Licensed software for data acquisition and analysis. Data analysis should be both in real time and post-acquisition. Full matrix compensation of all color detectors should be available. Additional Software for offline analysis should be provided.
13. One analysis software which is equivalent to FlowJo or better and compatible with the system should be provided along with other conventional software which is used for routine and broader purpose. Suitable and compatible computer workstation with advanced specifications must be supplied from source along with the 2 X 19" or more Monitor as per software compatibility with

analysis and sorting software. Additional computer should be provided for offline data analysis with 2 X 21" or more Monitor size.

14. The company should do the site preparation for the entire set-up of FACS Installation and provide vibration free tables.
15. Regular visits (at least twice a month, if required) by the company technicians must be done. In case of any need company technical support (off line) must be provided within 48 hours.
16. A 5 KVPA online UPS with minimum 60 minutes back up-1 Qty., color laser printer-1 Qty must be provided along with the instrument.
17. Company must supply starter kits along with the system.
18. Company must submit 5 Performance Certificate of the quoted model from different Govt. research Institute towards proof of satisfactory performance along with the current all India list of users.

Warranty:

- Three years comprehensive warranty
- Additional 3 years of AMC for the instrument should be quoted with each year break up

Additional requirements:

- Regular consumables and research reagents of 15K USD should be provided, with in the warranty period, when ever required. Basic Reagents should cover the instrument maintenance reagents, RUO Antibodies, Cytometric Bead array reagents, Immuno Phenotyping panels.
- Sufficient quantity of Sheath fluid (600 L or more) for routine maintenance of FACS in next 3 years should be provided to meet the need.
- A list of reagents needs to be provided by the manufacturer. A 16 color panel of T cell subset should be furnished with the technical bid using all 4 lasers.
- Trained man power for 3 years should be provided with additional sheet with each year break up
- Training to be provided to NIPER-Hajipur personnel twice a year for consecutive 3 years.
- The supplier should clearly mention after sales service/ application support capabilities.
- The Principal has to demonstrate and prove experimentally the technical specifications asked for.
- The claims regarding specifications should be supported by original brochure/technical documents from the Principal.

Self-Declaration to be given by the bidder

Bid's Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Telephone No.:

Fax No.:

Email:

We, the undersigned Bidder, having carefully read and examined in detail the Terms and Conditions, specifications and all bidding document in regard to the supply of the Equipment/instruments at NIPER-Hajipur and accept the same.

We also do hereby declare

1. That we have not been blacklisted /debarred by any Government/Undertaking.
2. That the rates quoted are not higher than the rates quoted for same item to any Government/ Undertaking.
3. That the bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

For and on behalf of the firm
(Firms Name & Address)

(Signature of Authorized Signatory)

Name:
Designation:
Phone No.:
Seal:

Date:
Place:

PRICE BID FORMAT FOR GOODS BEING OFFERED FROM INDIA

SI No	Description of Item & Model	Quantity	Unit Price	GST %	Total Price

Total Bid price should be inclusive of Installation, Commissioning and training chargers

if any packing forwarding & transportation, Insurance and all other charges up to NIPER

Hajipur,

Delivery Period:

Validity Date: Minimum 90 days from the date of opening of tender.

% Charges for Annual maintenance Charges after the warranty

period

% Charges for Comprehensive Annual maintenance Charges after

the warranty period

Signature with date & stamp.

Name :

Business Address :

Email :

Contact No. :

Name of Bidder

Tender Ref No.....

01	02	03							
Item Description	Country of Origin	Unit	Quantity	Unit Price	Total Price	Charges for Insurance & Transportation to port/ place of destination	Total Price	India Agent Commission as a percentage of FOB/ FCA price included in the Quoted Price	

The Indian Agent has to arrange the Clearing agent, Transportation, Insurance and other charges Up to F.O.R NIPER Hajipur for which no any extra cost will be paid.

The Institute Only will pay the Custom or Other Duty as applicable to the Institute only.

No any Demurrage Charges will be paid by the Institute if the delay is from the end of supplier or India Agent.

FORMAT OF COMPLIANCE STATEMENT

Para of Tender Enquiry Specification	Specification of Equipment Offered	Compliance to Tender specification whether yes or no (if yes indicate the page no and put a flag also highlight the matching specification)	In case of non-compliance deviation from Tender specification to be indicated in unambiguous term.
1	2	3	4

The compliance statement along with the page no. indication (i.e. required spec and availability of the page in the entire tender documents by flagging or giving page no.) must be submitted with the bid for evaluation. Firm not submitting the model/spec and their details availability in the bid documents by flagging/page no. may not be considered for evaluation.

Signature with date and stamp
Name
Business Address
Email
Contact No.

FORMAT FOR TECHNICAL BID

Sl No.	Descriptions	Information to be filled by the tenderer (if required separate sheet may be enclosed)
1	Name and address of Firm/Agency with complete contact details	
2	Type of Organization (whether proprietorship, partnership, private limited, limited company)	
3	Name and address of the Directors, Proprietor/partners	
4	Details of registration	R No. Copy enclosed : Y/N
5	Income Tax return for the last three financial years (attach copies)	Copy enclosed : Y/N
6	Details of Updated Sales Tax Clearance (in case of foreign supplier) (attach copies)	Copy enclosed : Y/N
7	Total turnover of the Company during last three financial year (attach copies)	Copy enclosed : Y/N
8	Details of PAN/TAN Numbers	Copy enclosed : Y/N
9	Standard Technical literature (attach copies)	Copy enclosed : Y/N
10	Dealership Certificate on the offered products from OEM in case of dealer/s	Copy enclosed : Y/N
11	Details of Tender Document Fee	DD No. and Date
12	Details of Earnest Money	DD No. and Date
13	Any other information	

Copies of relevant documents are to be enclosed in support of above information.

List of major clients, including Govt. Organizations/Academic Institutions (Credentials)

Sl No	Name of client with contact details	Category/Nature of Equipments supplied	Period for which supplied	Satisfactory report to be submitted
				Copy enclosed : Y/N
				Copy enclosed : Y/N
				Copy enclosed : Y/N
				Copy enclosed : Y/N

Undertaking

I hereby declare that the information furnished above is true to the best of my knowledge and belief. I have no objection in verification of any or all the information furnished in this document by the institute.

Signature of the authorized signatory of the Company

Place:

Official Seal/Stamp

Date:

CONTRACT FORM

(To be filled by the successful bidder only)

THIS AGREEMENT is made on the ----- day of -----, 20----- between the Registrar, National Institute of Pharmaceutical Education & Research (NIPER) - Hajipur (hereinafter called “the Purchaser”) of the one part and ----- (Name of Supplier) of ----- (city and country of Supplier) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser is desirous that certain equipment/instrument and after sales services viz, ----- (Brief Description of equipment/instrument and after sales services) and has accepted a bid by the Supplier for the supply of those equipment/instrument and after sales services for the sum of ----- (Contract Price in Words and Figures) (hereinafter called ‘the Contract Price’).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In consideration of the payments to be made by the NIPER-Hajipur to the supplier as hereinafter mentioned, the Supplier hereby covenants with the NIPER-Hajipur to provide the equipment/instrument and after sales services and to remedy defects therein in conformity with the provisions of the Contract in all respects.
3. The NIPER-Hajipur hereby covenants to pay the Supplier in consideration of the supply of the equipment/instrument and after sales services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the equipment and after sales services which shall be supplied/provided by the Supplier are as under:

SL. NO	BRIEF DESCRIPTION OF EQUIPMENT/INSTRUMENT AND AFTER SALES SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

SCHEDULE

Last Date for Submission of Tender Documents 07.05.2021 (offline) till 05:00 PM

NIPER, Hajipur