

**TENDER DOCUMENT FOR JESS SYSTEM FOR AUTOMATIC PROTEIN  
SEPERATION & IMMUNODETECTION UNIT**

**NATIONAL CENTRE FOR CELL SCIENCE**

**An Autonomous Institution of the**

**Department of Biotechnology,**

**Government of India**

**Tender Notice No. NCCS/PUR-10/2024-25**

N.C.C.S. Complex, S. P. Pune University Campus, Ganeshkhind, Pune – 411007,

Maharashtra, India.

Tel.No. (020) 25708205/8213

Email: [stpurch@nccs.res.in](mailto:stpurch@nccs.res.in), Website: <http://www.nccs.res.in>

Director, National Centre for Cell Science (NCCS), Pune invites quotations in **Two bids systems**, from OEM/Authorized distributors/Authorized dealer of the following categories for the below mentioned items:

<b>Item Description</b>	<b>Qty</b>	<b>Estimate Cost of Tender (INR)</b>	<b>EMD Amount in INR</b>
Jess System For Automatic Protein Separation & Immunodetection Unit	1 Unit	70,00,000/-	2,10,000/-

**Category of Suppliers invited for this Tender:**

- **Class I local Supplier – has local content minimum 50%**
- **Class II local Supplier – has local content minimum 20%**
- **Non –Local Supplier – has local content less than 20%**

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://www.nccs.res.in>

**Schedule of Dates:**

<b>Sr. No</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Date of Online Publication/Download of Tender	09.08.2024	01.00 HRS.
2	Bid Submission Start Date	09.08.2024	01.00 HRS.
3	Pre-Bid Meeting Date	19.08.2024	11.00 HRS.
4	Bid Submission Closing Date	06.09.2024	14.00 HRS.
5	Opening of Technical Bids	06.09.2024	14.30 HRS.

**Pre-Bid Meeting Link Details:**

Pre Bid Meeting for Jess System

Monday, 19 August · 11:00am

Time zone: Asia/Kolkata

Google Meet joining info

Video call link: <https://meet.google.com/bpb-xdzt-zga>

Or dial: (US) +1 502-518-3001 PIN: 726 606 600#

More phone numbers: <https://tel.meet/bpb-xdzt-zga?pin=5153209708922>

## Index Page

Sr. No	Contents
1	CHAPTER-1 INVITATION FOR TENDER OFFERS
2	CHAPTER-2 INSTRUCTIONS TO BIDDERS
3	CHAPTER-3 CONDITIONS OF CONTRACT
4	CHAPTER-4- SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS
5	CHAPTER-5 – BILL OF MATERIAL
6	ANNEXURE – A - FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS
7	ANNEXURE – B - FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS
8	ANNEXURE – C - MANUFACTURER’S AUTHORIZATION FORM
9	ANNEXURE – D – PREVIOUS SUPPLY ORDER LIST FORMAT
10	ANNEXURE – E – BIDDER INFORMATION FORM
11	ANNEXURE – F - DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION
12	ANNEXURE – G – ANNUAL MAINTENANCE CONTRACT & COMPREHENSIVE MAINTENANCE CONTRACT
13	ANNEXURE – H – ACCEPTANCE OF TENDER TERMS
14	ANNEXURE – I- NO RELATION CERTIFICATE
15	ANNEXURE – J- DECLARATION FOR LOCAL CONTENT
16	ANNEXURE –K –CERTIFICATE FOR DPIIT REGISTRATION REFER CHAPTER 3 – CLAUSE NO 16
17	CHECKLIST FOR BIDDERS

### INSTRUCTIONS FOR BID SUBMISSION

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://nccs.res.in>

#### **SUBMISSION OF BIDS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

## CHAPTER-1 INVITATION FOR TENDER OFFERS

National Centre for Cell Science (NCCS), Pune invites quotations in **Two bids systems**, from OEM/Authorized distributors/Authorized dealer of the following categories for **Jess System For Automatic Protein Separation & Immunodetection Unit**.

**Category of Suppliers invited for this Tender:**

- **Class I local Supplier – has local content minimum 50%**
- **Class II local Supplier – has local content minimum 20%**
- **Non –Local Supplier – has local content less than 20%**

**1. The Bidders are requested to give detailed tender in two Bids i.e.**

- a. Part - I: Technical Bid.
- b. Part - II: Commercial Bid.

**2. Date & Time Schedule**

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	09.08.2024	01.00 HRS.
2	Bid Submission Start Date	09.08.2024	01.00 HRS.
3	Pre-Bid Meeting Date	19.08.2024	11.00 HRS.
4	Bid Submission Closing Date	06.09.2024	14.00 HRS.
5	Opening of Technical Bids	06.09.2024	14.30 HRS.

Supply means: “Supply, Satisfactory Installation and Commissioning of the whole system and training”.

**3. Availability of Tender:**

The Tender Document can be downloaded from Institute website- <https://nccs.res.in> OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app>

**4. Envelope 1- Technical Bid:**

4.1. The envelope clearly marked as "**Technical Bid - Envelope No. 1 (i.e., Part I)**" shall contain the all the following documents: -

- a) Compliance statement/questionnaire for Compliance of terms and conditions as per **Annexure- ‘A’**.
- b) Compliance statement of specifications as per **Annexure- ‘B’**.
- c) Manufacturer authorization as per **Annexure – ‘C’**.
- d) Previous Supply Order List Format as per **Annexure – ‘D’**.
- e) Bidder Information Form as per **Annexure – ‘E’**.
- f) Declaration Regarding Clean Track/No Legal Action as per **Annexure – ‘F’**.
- g) Annual Maintenance Contract & Comprehensive Maintenance Contract as per **Annexure- ‘G’**
- h) Acceptance of Tender Terms as per **Annexure – ‘H’**
- i) No Relation Certificate – as per **Annexure – ‘I’**

- j) Local Content Declarations per **Annexure – ‘J’**
- k) Certificate as per DPIIT Order – as per **Annexure ‘K’**
- l) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the Bank account.
- m) Copy of GST/ PAN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NISC/MSME registration wherever it is applicable should also be provided in Technical Bid.
- n) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- o) Undertaking that the successful BIDDER agrees to give a Performance Bank Guarantee (PBG) amounting to 5% of the purchase order value by way of Demand Draft / Bank Guarantee in favor of The Director, NCCS, Pune.
- p) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME or appropriate authority.
- q) Check List

**4.2. Earnest Money Deposit (EMD) -** The EMD will be accepted only in the form of Insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee (any one) from any Commercial Bank or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects for the following purpose (Drawn in favor of Director, NCCS, Pune).

	<b>Earnest Money Deposit (EMD)/ (to be enclosed with Technical Bid-Part I)</b>
<b>In Figure</b>	<b>Rs. 2,10,000/-</b>
<b>In Words</b>	<b>Rs. Two Lakh Ten Thousand Only</b>

No exemption in Earnest Money deposit (EMD) shall be given except Micro and Small Enterprises (MSME) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.

Tender submitted without requisite amount of earnest money deposit (EMD) shall be rejected and their commercial bids shall not be opened. No interest is payable on EMD.

The EMD will be returned to the bidders(s) whose offer is not accepted by NCCS within one month from the date of the placing of the final order(s) to the selected bidder(s).

**The EMD shall be forfeited: If the BIDDER withdraws the bid during the period of bid validity specified in the tender OR fails to furnish the Performance Bank Guarantee within the stipulated time period mentioned in the tender documents.**

Note: If, in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, **Quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.**

- i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Proforma invoice of their principals for this tender.
- ii) The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order.

#### **4.3. Technical Specifications:**

It must be ensured that the offers must be strictly as per our specifications and tendered conditions. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. NCCS will reserves the right to ask the bidders to submit the above documents, if required, for technical evaluation and confirmation.

#### **4.4. Compliance Statements:**

- i) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at **Annexure– ‘B’**. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- ii) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at **Annexure – ‘A’**, along with quotation (with techno- commercial bid in case of two bid tender system).
- iii) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

#### **5. Envelope 2: “Commercial Bid” shall contain:**

- i) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (i.e., Part-II) only.
- ii) The prices should be shown against each item for the purpose of Insurance claims / replacements, if any.
- iii) List of deliverables / Bill of materials and services.
- iv) Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) details as per **Annexure – ‘G’**
- v) In case of foreign quote, the address of Principal’s / Manufacturer’s and their Banker’s details should be furnished.

#### **Note:**

- i) No request for extension of due date will be considered under any circumstances.
- ii) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals’/their authorized agents.

**6. NCCS, Pune may issue corrigendum to tender documents before due date of submission of bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by NCCS, Pune on CPPP & NCCS Website Only.**

**7. Bid Opening and Evaluation Process:**

- a. Technical Bids will be opened as per the Date & Time mentioned in the Tender Document.
- b. Financial Bids/Commercial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids /Commercial will be announced later.
- c. The Bid is to be submitted within the stipulated date/time.

**8. Technical Bid Evaluation:**

- i) On the due date the bids will be open by the bid opening committee and the bids opened will be forwarded to the indenter for technical evaluation of the bids and to shortlist the technically eligible/qualified bids.
- ii) The technical evaluation will be an assessment of the Technical Bid. NCCS, Pune will proceed through a detailed evaluation of the Technical Bids as defined in Chapter IV (Schedule of requirements, specifications and allied technical details), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, NCCS, Pune will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- iii) NCCS reserves the right to formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of NCCS, Pune and this criteria/recommendation will also form a part of short-listing of the firms.
- iv) NCCS will examine all the Technical aspects of the bids received. Further, NCCS may seek additional information from the other existing users, these feedbacks will be considered for technical evaluation, the bidders will also be called for technical presentations if it is required so.
- v) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation will be done by NCCS.
- vi) After the technical evaluation is completed and approved, NCCS shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.
- vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- viii) In the event of seeking any clarification from various BIDDERS by NCCS, Pune, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further, during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

## 9. Commercial Bid Evaluation:

Based on results of the technical evaluation NCCS evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

a) NCCS, Pune shall be free to correct arithmetical errors on the following basis:

(i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

b) Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the Techno-Commercial bids i.e., Technical Bid in the case of two-part bidding.

c) The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import / indigenous items.

d) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively.

e) For import the purchase order would be issued on CIF/CIP basis only.

**f) The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.**

g) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

• **The Director, NCCS, Pune reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning any reasons.**



## CHAPTER-2: INSTRUCTIONS TO BIDDERS

### 1. PREPARATION AND SUBMISSION OF OFFERS:

a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/ Agent. In case of bid by authorized dealer/distributor/ Agent, the manufacturer authorization certificate should be attached with the technical bid as per Annexure- 'C'.

**One Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Agent is representing another manufacturer for the same item.**

**Bids from only one authorized distributor/retailer/reseller will be entertained, who has authorization from the company to quote for this tender. Multiple bids from various distributors from the same manufacturer will not be entertained & the company / principle providing multiple authorizations will be rejected from the tender.**

b) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.

c) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

d) Before the deadline for submission of the bid, NCCS, Pune reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on **CPP Portal and NCCS Website**.

e) Conditional tenders will be summarily rejected.

### 2. Delivery Period / Timeliness:

The delivery & installation period must be specified in the quotation.

The deliveries & installation must be completed within the time limit mentioned in the purchase order issued from NCCS, as time is the essence of the contract. It is mandatory for the BIDDERS who respond to this tender to meet the expectations as are tightly linked to NCCS, Pune plans of completing the project within the time frame.

### 3. Performance Bank Guarantee (PBG):

a. Within fifteen (15) days of the award of contract / Purchase Order, the vendor shall furnish a Performance Bank Guarantee amounting to 5% of the purchase order value. The Performance Bank Guarantee will be accepted only in the form of Insurance Surety Bonds / Account payee Demand Draft / Fixed Deposit Receipt / Bank Guarantee (any one) from any Commercial Bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respects for the following purpose (Drawn in favor of Director, NCCS, Pune).

b. NCCS will forfeit the 5% Performance Bank Guarantee (PBG) submitted, if, the vendor fails to comply with all the contract obligations mentioned in the Purchase Order.

c. The Performance Bank Guarantee (PBG) should be valid for warranty period + 60 days. Hence while preparing the BG, the time period required for delivery and installation and warranty + 60 days needs to be confirmed to cover the BG validity period.

d. The Performance Bank Guarantee (PBG) will be refunded to the vendor only on satisfactory completion of all contractual obligations as per this Tender and Purchase Order issued against this Tender.

**e. Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from National/Commercial/Scheduled Bank.**

#### **4. Amalgamation/Acquisition etc.:**

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 fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

#### **5. Bid Validity Period:**

a. The prices must be valid at least for a period of **180 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later

b. NCCS, Pune may ask for the BIDDER’s consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free to accept or reject such request. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.

c. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

#### **6. AWARD OF CONTRACT:**

a. NCCS, Pune shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.

b. If more than one BIDDER happens to quote the same lowest price, NCCS, Pune reserves the right to award the contract to more than one BIDDER or any BIDDER.

#### **7. NCCS, Pune reserves the right to vary quantities at the time of Award:**

(a) NCCS reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of NCCS, the quantities in the contract may be enhanced by 25% within the delivery period.

(b) Firms which have already supplied similar equipment to NCCS, Pune and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offer will not be considered for further evaluation and no enquiries thereafter will be entertained.

## **8. Customs Clearance:**

**NCCS, Pune has appointed its own Custom House Agent (CHA) for all the imports. The address and contact details will be provided at the time of placing the Purchase Order.**

## **9. Fraud and Corruption:**

NCCS, Pune requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

**(i) “Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

**(ii) “Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

**(iii) “Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and

**(iv) Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) NCCS, Pune will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

## **10. Interpretation of the clauses in the Tender Document / Contract Document:**

In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Director, NCCS, Pune’s interpretation of the clauses shall be final and binding on all parties.

## CHAPTER - 3: CONDITIONS OF CONTRACT

### 1. Prices:

All the bidders should quote prices for each and every item/accessories separately

#### A. Bidders Quoting in Indian Rupees (INR): -

- i. The price quoted must be as per the technical specifications attached with the tender documents.
- ii. The price quoted must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by NCCS, Pune. Loading and unloading is strictly in vendor's scope. NCCS, Pune will not provide any manpower support towards the same.
- iii. The installation, commissioning and training charges, if required will be the responsibility/scope of the bidder and no additional charges will be paid by NCCS, Pune for the same.
- iv. The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the quotation will be final and the bidder has to comply with that, if awarded the tender.
- v. Since, NCCS does not have GST concession facility now, GST will be paid at actual as applicable.

#### B. Bidders Quoting in Foreign Currency –

- i. The mode of shipment such as CIF/CIP must be clearly mentioned in the bid.
- ii. **Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.**
- iii. The mode of shipment once mentioned cannot be change without the consent of NCCS, Pune.
- iv. Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.

### 2. Bank Charges:

All Bank charges inside India, including opening of LC, to NCCS account and all charges outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account. LC Amendment charges, if any, due to the bidder's request should be borne by the bidder only.

**3. Currency of Payment** - The contract price will be paid in the currency/currencies in which the price is stated in the contract.

**4. Performance Bank Guarantee:** The 5% Performance Bank Guarantee (PBG) should be submitted by the supplier as mentioned above (Chapter 2 Point No 3) Guarantee for a period of warranty period.

**5. Pre-installation:** The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, headroom, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, well in advance before the consignment lands at NCCS, Pune the bidder shall confirm that the pre-installation requirements are sufficient for installation of the equipment. The BIDDER should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

**6. Installation:**

- a. BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b. 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 equipment at site**, unless otherwise instructed by the Institute.
- c. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested to adhere to minimum down time should be covered in the Technical Bid.

**7. Inspection:**

- a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative(s).
- b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at NCCS, Pune.

**8. Training:** Wherever needed, Scientist/Technical persons of the Institute should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

**9. Warranty / Support:**

- a) All the systems should come with a **3 years comprehensive warranty** on the entire system, including all accessories. In the event of a system malfunction or breakdown, the resulting down-time will lead to an extension of the warranty period. Bidders should also quote for Comprehensive Annual Maintenance Contract (CAMC) with year wise break-up for next 5 years **as an Option** after completion of 3 years Comprehensive Warranty as mentioned above. The warranty period should start from the date of after satisfactory installation and commissioning of the equipment at NCCS, Pune, which is fully certified by the user / custodian. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.
- b) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by NCCS, Pune.
- c) The warranty on the associated software should cover provision of upgraded version/s, if any, released till instrument is working, free of cost.

- d) The Bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- e) The equipment must be supported by a Service Centre in India manned by the technical support engineers. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail. The support through this Centre must be available during all working days and hours.
- f) The manufacturer/OEM should facilitate the Bidder/Agent on regular basis with technology / product updates & extend support for the warranty as well.
- g) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- h) The principal vendor must have a local logistics support by maintaining a spares in the country of deployment of the equipment, with the Indian Agent. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.
- i) Details of the agency who will maintain the equipment during warranty and undertake Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC) beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
- j) Commencement of Warranty Period: The warranty period of an item shall commence from the date of successful installation, commissioning and demonstration at NCCS, Pune. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

**10. Reasonability of Prices:** The prices quoted must be the prices applicable for a premier Educational and Research Institute of national importance. The bidder must give details of identical or similar equipment, if any, supplied to other DBT/CSIR/ICMR institutes during last three years along with the final price paid and Performance certificate from them.

**11. Annual Maintenance Contract (AMC) & Comprehensive Maintenance Contract (CMC):**

- i. The bidder must submit the Annual Maintenance Charges (AMC) & Comprehensive Maintenance Contract (CMC) charges separately for next 5 years (with year-wise break up) after completion of the Warranty Period of the equipment. The AMC/CMC charges should be quoted as per the Proforma attached with the tender documents and the same should be enclosed with the bid submitted against this tender notice.
- ii. Evaluation of the L1 bid will be based on the basic cost of the equipment quoted and the CMC charges mentioned. Director, NCCS will reserve the right to release/not release the purchase order for AMC/CMC though the rates and terms and conditions are finalized before releasing the purchase order for the equipment.

The bidder will be required to submit a Performance Bank Guarantee (PBG) @ 5% of the AMC/CMC Order within 15 days, if PO for the same is released separately. The PBG submitted against the equipment purchase order will be released only after submission of the PBG against the CMC/AMC order issued.

**12. Indemnity:** The vendor shall indemnify, protect and save NCCS, Pune against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by the bidder/OEM.

**13. PAYMENT: - BIDDER SHALL NOTE THAT NCCS WILL NOT MAKE ANY ADVANCE PAYMENT.**

**A) INDIGENIOUS**

100% payment will be released after receipt of full material, satisfactory installation, commissioning of the equipment at NCCS. If the PBG, submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the Payment.

**B) IMPORT**

i) NCCS prefers to make 100% payment to the supplier through **Wire Transfer** only after receipt of full material, installation and demonstration to the satisfaction of the user/institute. If the PBG, submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the payment.

ii) In **exceptional cased Letter of Credit** shall be established for 100% order value. The Letter of Credit will be established only on receipt of the Security Deposit as per Chapter 2 Clause No. 3 requires extension to cover the Warranty Period the same will be done before release of the payment.

iii) The payment of local currency portion, if any, shall be payable in Indian Rupees within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning of the equipment at NCCS.

**14. Liquidity Damage (LD) for delayed Services:**

i) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, failing which, NCCS, Pune will forfeit SD or EMD and also LD clause will be applicable /enforced.

ii) If the supplier fails to Supply, Installation and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

iii) NCCS, 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 or EMD.

## **15. Public Procurement (Preference to Make in India), Order 2017:**

a) NCCS, Pune shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

b) As per the above order and its subsequent amendments “Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.

- **Class I local Supplier – has local content minimum 50%**
- **Class II local Supplier – has local content minimum 20%**
- **Non –Local Supplier – has local content less than 20%**

c) **Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide **self-certification as per Annexure J** that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the Statutory auditor or cost auditor of the company giving the percentage of local content.

**The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.**

### **Complaint Redressal Mechanism:**

In case any complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in a product, the same shall be referred to competent authority at NCCS, Pune or the relevant Ministry.

The bidder against whom the complaint is received shall be required to furnish the necessary documentation in support of the domestic value addition claimed in the product to authority. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.

A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft, to be deposited with Procuring Institute. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.



**16. Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates **as per Annexure 'K'** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

**17. Force Majeure:** NCCS, Pune may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

## **18. Dispute Settlement:**

NCCS, Pune and the Supplier, shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either NCCS, Pune or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between NCCS, Pune and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NCCS, Pune, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by him is willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

**19. Jurisdiction:** The disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.

## CHAPTER 4

### **Technical specifications for Jess System For Automatic Protein Separation & Immunodetection Unit**

#### **Fully automated immunodetection system for nano-immuno assay**

#### **Specifications**

Processes a minimum 10 to maximum 25 individual samples per run

Uses capillaries with a length of ~ 5 cm

Uses capillaries with a volume capacity of ~ 400 nL

Uses capillaries with a ~ 100 µm inner diameter

Analyze the following samples: culture mammalian cell lines, white blood cells,

FACS-sorted cells, plasma and crude cell culture supernatants

Reaction Vessel Specifications: Fused silica capillaries that are 5 cm in length, 100 µm inner diameter and 400 nL volume capacity.

Should perform protein capture using inner capillary chemistry coating that is UV light activated to cause covalent immobilization of all proteins to the inner capillary wall

#### **Throughput Specifications**

Process up to 25 individual samples for separation and stacking matrices, primary and secondary antibodies and peroxide and luminol chemiluminescent substrate which are required to carry out 25 individual immunoassays

Complete 25 nano-immunoassays within a cycle time in three hours.

Robotic automated system which prepares capillaries for sample uptake.

Robotic automated system which volumetrically loads 40 nL sample and - 360 nL of buffer . Perform automated size-based separation

Wash capillaries, remove matrices and perform automated immunoassay steps incubating of primary and secondary antibodies and protein blocking steps .

Automatically introduce chemiluminescent/fluorescent reagents for immunoassay detection results

Molecular weight size separation power supply able to produce 0-3,000 volts, constant voltage output

System should provide the software to control the UV lamp and should have a low pressure mercury lamp to immobilize the samples

Bench-top footprint with dimensions not exceeding 40 cm H x 40 cm W x 60 cm D . Weight not to exceed 30 kg

Fully operable requiring only a single universal voltage (100VAC-240VAC,50/60 Hz) power output connection.

Fully operable in a humidity range of 20-60% relative, non-condensing

Fully operable in a temperature range of 18-24°C

12-230 kDa Separation Module, 8 x 25 capillary cartridges (Approximately 12 quantities – delivery 2 quantities every 6 months)

12-230 kDa Separation Module, 8 x 13 capillary cartridges (Approximately 12 quantities – delivery 2 quantities every 6 months)

Anti-Rabbit Detection Module cartridges (Approximately 6 quantities – delivery 1 quantities every 6 months)

Anti-Mouse Detection Module cartridges (Approximately 6 quantities – delivery 1 quantities every 6 months)

Anti-Human IgG Detection Module (1 quantities)

### **Detection Specifications**

Automated detection of fluorescently labeled protein size standards

Molecular weight ladder ranges from 2 to 440 kDa.

System should have ability to distinctly resolve biotinylated protein standards

Chemiluminescent and fluorescent detector

CCD Camera that is cooled and with minimum 1.4 megapixel and 16-bit resolution

### **Software Specifications**

Vendor should provide software to

Set-up assay protocols and analyze run data

Specify up to 25 samples per run

Specify primary and secondary antibodies per sample

Specify the molecular weight per sample

Specify chemiluminescence and fluorescence collection time

Perform relative quantitation of identified peaks by total area or peak height

Minimum 3 years warranty

Company should provide the service support with no additional visiting till the instrument will be operating. If third party will be involved in selling the instrument, letter of service support from the principal company should be submitted. Without this document, quotation will be cancel.

All the parts should be available at least for next 10 years.

All the mandatory accessory items should be included in the main quotation to make the instrument fully functional and usable. National Centre for Cell Science will not provide any additional support/items except space and electric connection.

Power back up system should be provided as per instrument requirement.

**For any query related to this enquiry you may to contact:**

Mrs. Nalini Chavan, In-Charge (Purchase) Email: [stpurch@nccs.res.in](mailto:stpurch@nccs.res.in) , [nac@nccs.res.in](mailto:nac@nccs.res.in)  
Contact No.: 020-25708205/8213

## CHAPTER-5 BILL OF MATERIALS

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

<b>Sr.No</b>	<b>Item Description</b>	<b>Country of Origin</b>	<b>Qty</b>
1			
2			
3			
4			

**ANNEXURE – A**

**FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS**

**NOTE:**

1. Bidder must submit this duly completed form with the technical-bid i.e. Part I.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col. 2 below.

S. No	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		
2	Whether technical bid contains Bid Securing Declaration, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable		
3	a) If the prices are on CIF/ CIP basis for foreign currency bids		
	b) Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.		
4	a) Whether prevailing rates of GST & other govt. levies (for indigenous supplies) have been given in quotation		
5	The validity period of the quotation/bid as per our requirements is specified		
6	Whether copies of previous supply orders of the same item from other customers have been attached		

	<b>with the quotation</b>		
<b>7</b>	<b>Whether rates/amount of AMC/CMC after the warranty period is over has been mentioned</b>		
<b>8</b>	<b>Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted</b>		
<b>9</b>	<b>Whether compliance statement of specifications has been attached with the Technical Bid.</b>		
<b>10</b>	<b>Whether the delivery period for supply of the items has been mentioned</b>		
<b>11</b>	<b>Do you agree to the submission of Security Deposit /Performance Bank Guarantee as per the terms of the Tender</b>		
<b>12</b>	<b>Do you agree about the date of commencement of warranty period &amp; its extension is necessary.</b>		
<b>13</b>	<b>Who will install/commission and demonstrate the equipment at NCCS, Pune Indian Agent or OEM</b>		
<b>14</b>	<b>Has Certificate about the availability of Spare parts submitted with the Technical Bid.</b>		
<b>15</b>	<b>b) Whether quotation has been signed and designation &amp; Name of signatory mentioned.</b>		

**Signature of the Bidder**

**Name**

**Stamp**



**ANNEXURE – B**

**FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**

1	2	3	4	5	6
S. N.	Name of specifications/part / Accessories of tender enquiry  As per Chapter 4 of the Tender Document.	Specifications of quoted Model/ Item	Compliance  Whether “YES” Or “NO”	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1					
2					
3					

Note: Bidders are required to fill this table as per the specifications given in the Chapter 4 of this Tender Document. The points needs to be reproduced in the table at Column No 2 and then fill in the relevant details for each specifications.

Signature of the Bidder

Name

Stamp

**MANUFACTURER’S AUTHORIZATION FORM**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission]

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

**ANNEXURE – D**

**PREVIOUS SUPPLY ORDER LIST FORMAT**

Order placed by  <i>[Full address of Purchaser]</i>	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily?  <i>(Attach a certificate from the Purchaser/ Consigner)</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:

**BIDDER INFORMATION FORM**

Company Name : \_\_\_\_\_

Registration Number : \_\_\_\_\_

Registered Address : \_\_\_\_\_

\_\_\_\_\_

Name of Partners /Director: \_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Company's Establishment Year: \_\_\_\_\_

Company's Nature of Business: \_\_\_\_\_

- Company's Legal Status (tick on appropriate option)
- 1) Limited Company
  - 2) Undertaking
  - 3) Joint Venture
  - 4) Partnership
  - 5) Others (In case of Others please specify)

- Company Category
- 1) Micro Unit as per MSME
  - 2) Small Unit as per MSME
  - 3) Medium Unit as per MSME
  - 4) Ancillary Unit
  - 5) SSI
  - 6) Others (In case of Others please specify)

**CONTACT DETAILS**

Contact Name : \_\_\_\_\_

Email Id : \_\_\_\_\_

Designation : \_\_\_\_\_

Phone No : ( \_\_\_\_\_ ) \_\_\_\_\_

Mobile No: \_\_\_\_\_

**BANK DETAILS**

Name of Beneficiary : \_\_\_\_\_

A/c. No. CC/CD/SB/OD: \_\_\_\_\_

Name of Bank : \_\_\_\_\_

IFSC NO. (Bank) : \_\_\_\_\_

Branch Address and Branch Code: \_\_\_\_\_

\_\_\_\_\_

**Other Details**

Vendor's PAN No. \_\_\_\_\_

Vendor's GST \_\_\_\_\_

**DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letter head of the firm)

I hereby certify that the above firm namely \_\_\_\_\_ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

**ANNUAL MAINTENANCE CONTRACT (AMC) & COMPREHENSIVE MAINTENANCE CONTRACT (CMC)**

We hereby certify that the Annual Maintenance Contract for the equipment, after expiry of warranty period will be charged as follows:

**For Comprehensive AMC**

- 1) 1<sup>st</sup> year \_\_\_\_ % of the equipment value + GST @ \_\_\_\_
- 2) 2<sup>nd</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_
- 3) 3<sup>rd</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_
- 4) 4<sup>th</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_
- 5) 5<sup>th</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_

**GST will be paid as per the prevailing rate.**

**For Non - Comprehensive AMC**

- 1) 1<sup>st</sup> year \_\_\_\_ % of the equipment value + GST @ \_\_\_\_
- 2) 2<sup>nd</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_
- 3) 3<sup>rd</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_
- 4) 4<sup>th</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_
- 5) 5<sup>th</sup> year \_\_\_\_% of the equipment value + GST @ \_\_\_\_

**GST will be paid as per the prevailing rate.**

We also certify that the spares for the equipment will be made available for the equipment for \_\_\_\_\_ years.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

**ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

Date:  
DD/MM/YYYY

To,

The Director  
National Center for Cell Science (NCCS)  
S.P. Pune University Campus, Ganeshkhind  
Pune 411 007  
Maharashtra, India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**NO RELATIONSHIP CERTIFICATE**

(On Company Letterhead)

1. I/We hereby certify that I/We\* am/are\* related/not related (\*) to any officer of NCCS, Pune.

(If Related provide the details of the employee)

2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.

3. I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

**Declaration for Local Content**

**(To be given on Company Letter Head - For tender value below Rs.10 Crores)**  
**(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)**

Date: \_\_\_\_\_

To,  
The Director,  
National Centre for Cell Science (NCCS)  
S.P. Pune University Campus, Ganeshkhind  
Pune 411 007  
Maharashtra, India

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_

1. Country of Origin of Goods being offered: \_\_\_\_\_

2. We hereby declare that items offered has \_\_\_\_\_ % local content.

3. Details of location at which local value addition will be made / made: (Complete address to be mentioned) \_\_\_\_\_

---

“*Local Content*” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“\**False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.*”

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

**CERTIFICATE**

**ON COMPANY LETTERHEAD**

**CERTIFICATE BY BIDDER- DPIIT REGISTRATION**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed). I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp  
Of the Bidder

## Checklist for BIDDERS

BIDDERS to indicate whether the following are enclosed/mentioned by striking out the non-relevant option.

<b>Envelope-1 (Technical-Bid)</b>			
<b>Sl. No.</b>	<b>Documents</b>	<b>Content</b>	<b>Document Attached</b>
1	<b>Technical Bid</b>	Format/Questionnaire for compliance as per Annexure- 'A'	(Yes /No)
2		Format of compliance statement of specification as per Annexure- 'B'	(Yes /No)
3		Manufacturer's Authorization Form as per Annexure- 'C'	(Yes /No)
4		Previous supply order format as per Annexure- D'	(Yes /No)
5		Bidder Information form as per Annexure- 'E'	(Yes /No)
6		Declaration Regarding Clean Track/No Legal Action as per Annexure- 'F'	(Yes /No)
7		AMC & CMC as per Annexure- 'G'	(Yes /No)
8		Acceptance Of Tender Terms as per Annexure- 'H'	(Yes /No)
9		No Relation Certificate as per Annexure- 'I'	(Yes /No)
10		Local Content Declaration as per Annexure 'J'	
11		Certificate For DPIIT Registration as per Annexure – 'K'	(Yes /No)
12		Bill of Material as Per Chapter 5	(Yes /No)
13		List of deliverables as per Chapter- 4, along with the Technical Brochures and Commercial Terms and Conditions	(Yes /No)
14		All other documents as per Chapter 1 Point No - 4.1.	(Yes /No)
<b>Envelope-2 (Financial-Bid)</b>			
<b>Sl. No.</b>	<b>Documents</b>	<b>Content</b>	<b>Document Attached</b>
1	<b>Financial Bid</b>	Price bid with all the details terms and conditions as applicable	(Yes /No)