

# ICMR-National Institute of Malaria Research

(Department of Health Research under  
MoHFW, Government of India)  
SECTOR-8, DWARKA, NEW DELHI-110077

## Tender Document

Tender No. 2/15/2021-22/Store/NFHS

**Tender for Placement of Real-time PCR Machine(s) on  
Reagent Rental Basis**

**Last Date of Submission: 13<sup>th</sup> May, 2021 at 05:00 PM**

### Contents:

S.No	Particulars	Page No
1.	Tender Notice	2
2.	Instruction to Bidders	3-9
3.	General Terms & Conditions	10-13
4.	Force Majeure and Termination	14-15
5.	Technical specifications Annexure 'A'	16-20
6.	<u>Technical Compliance of Specifications as per Annexure 'A-1'</u>	21
7.	<u>FORMAT-I to VIII</u>	22
8.	Technical Bid information - Format-I	23-24
9.	Technical specification and Bid evaluation - Format -II	25
10.	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document - Format -III	26-27
11.	Criminal Liability Undertaking - Format -IV	28
12.	Manufactures Authorization Form - Format -V	29
13.	Deviation Statement Form - Format -VI	30
14.	Financial Bid - Format -VII	31
15.	Performance Statement Form - Format -VIII	32
16.	Check List to be furnished by the bidder - Annexure 'B'	33
17.	List of Users for a period of 3 years preceding this tender (If possible similar equipment) – Annexure – 'C'	34
18.	Performance Bank Guarantee - Annexure – 'D'	35-36
19.	After Sales Service Support Details - Annexure – 'E'	37
20.	Warranty Certificate - Annexure – 'F'	38
21.	Undertaking - Annexure – 'G'	39

**Tender Fee: Rs.5,000.00**

**ICMR-National Institute of Malaria Research**  
**Indian Council of Medical Research**  
**SECTOR-8, DWARKA, NEW DELHI-110077**

**Tender Notice**

Tender No. 2/15/2021-22/Store/NFHS

**For supply and installation of Real-time PCR Machine(s) on Reagent Rental Basis**

**Notice inviting Tender for supply and installation of Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi-110077.**

(1) ICMR-National Institute of Malaria Research, New Delhi invites sealed tenders in two separate bids (a) Technical bid, (b) Financial bid, from reputed Manufacturers/authorized dealers/firms/agency etc. for supply and installation of Real-time PCR Machine on Reagent Rental Basis for Host-Parasite Group. Those who are in the similar business for the last three years and providing the same service to Central/State Govt. /Reputed private hospitals or autonomous bodies may send their bids both Technical and Financial in sealed envelopes.

(2) Complete Tender document can be downloaded from Institute website: <https://nimr.icmr.org.in> /Central Public procurement portal (CPPP): [www.eprocure.gov.in](http://www.eprocure.gov.in) till 13<sup>th</sup> May, 2021 Tender document may be downloaded from above websites free of cost, however, bidders have to enclose with the technical bid the tender fee of Rs. 5,000 (Rs. Five Thousand) in shape of Demand Draft issued in favour of Director, NIMR drawn on any scheduled bank & payable at New Delhi.

(3) The bidders have to submit sealed envelope of bid direct at **dispatch section of ICMR-NIMR, New Delhi-110077**. Bids sent through courier & submitted after closing date of bid submission shall not be entertained.

<b>Date of publication &amp; downloading of Bid documents</b>	23 <sup>rd</sup> April, 2021
<b>Closing of Bid submission</b>	13 <sup>th</sup> May, 2021
<b>Opening of Technical Bid</b>	17 <sup>th</sup> May, 2021

**(Director)**

## Instructions to Bidders

1. **Validity:** Real-time PCR machine(s) would be procured on **reagent rental basis** for one year. The rate should be quoted in the prescribed form given by the department and should be valid for one year from the date of placing of supply order.
2. The bidders have to submit sealed envelope of bid direct at **dispatch section of ICMR-NIMR, New Delhi-110077**. Bids sent through courier & submitted after closing date of bid submission shall not be entertained. Bidders have to submit with the technical bid the tender fee of **Rs. 5,000 (Rs. Five Thousand)** and Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rs. Five Thousand only)** through Demand Draft/Pay Order, payable at.....from nationalized banks drawn in favour of Director ..... In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
3. **Delivery & Installation:** All/Taxes/Duties/Royalties Charges payable on the sales/transport etc. within and/or outside the state shall be payable by the supplier. All the goods ordered shall be delivered & installed within 30 days from the date of issuing offer letter. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. No extra charge for packing, forwarding and insurance etc. will be paid on the rate quoted. If required training would be done by the technical experts of the suppliers free of charge at ICMR-NIMR, New Delhi.
4. **Maintenance:** The Bidder will maintain the Real-time PCR machine(s) for a period of one year; any cost of maintenance within the stipulated time will be borne by the successful Bidder. Periodic Preventive Maintenance should be ensured by the successful Bidder. If the breakdown period exceeds, the successful tenderer has to bear the loss incurred to the ICMR-NIMR, New Delhi.
5. **Shifting:** The supplier will have to undertake the shifting of the equipment free of cost from the location of installation to another location within the premises of ICMR-NIMR, New Delhi, if situation arise.
6. The tenderer should specify the name of the manufacturer and complete specification for the items quoted to be submitted in the Technical Bid. Rates quoted for items other than required specification / make / manufacture will not be considered.
7. Bidder shall submit a copy of the tender document and addenda thereto, if any. Each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender document.
8. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
9. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer. Not only quoted rates but the quality / specifications and capacity of real-time PCR machine(s) will also be one of the criteria for selection of agency.
10. Conditional bid will be treated as unresponsive and it may be rejected.
11. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

12. The successful tenderer will have to pay Performance Bank Guarantee within 10 days after awarding the contract @ 10% of Order Value as per prescribed format at Annexure – ‘D’ from a nationalised bank.
13. All bills should invariably mention the number and date of supply order.
14. The tenderer should attach copies of certificate of experience in the field of Supply of Real-time PCR machine under Reagent Rental Basis, proof of fulfilling the norms of IS/ISO/CE specification if any, copy of dealership letter, license for import, PAN No., Catalogue of the item quoted etc. with his / their tender. The tenderer shall submit along with the tender, documentary evidence of their previous experience in carry out similar supply and of their eligibility in support of their claim for consideration in the matter of award of contract.
15. The prices should be quoted in Indian Rupees and should include the cost of all accessories etc.
16. **Supply of reagents:** The reagents would be invoiced directly from the firm installing the equipment against confirmed order and the payment for the same would be made by ICMR-NIMR, New Delhi within 30 days.
17. The rates of reagents will remain fixed for initial period of one year, cost of any other parts/Consumable other than reagents will be borne by the successful tenderer. Rates may be revised on completion of every one year of service Regular supply of the required consumables will be responsibility of supplier; no extra payment will be made for this.
18. Real-time PCR machine(s) must work without break. In the event of breakdown cost of investigation got done from outside will borne by the supplier.
19. Manufacturer should avail at least one company personnel throughout the contract period i.e. one year to handle operational issues during all the testing process.
20. Rate should include all the consumable cost along with equipment related maintenance, calibration, services and repair.
21. Agency have to enclose copy of GST deposit relating to previous month payment with the bill of current month.
22. The tender offers, duly filled shall be submitted in two separate sealed covers separately for **technical and price bids** respectively at dispatch section of ICMR-NIMR. Such covers shall be superscribed as “**TECHNICAL BID** for Tender No **for supply of** .....” and “**PRICE BID** for Tender No.....**for supply of**.....” as the case may be. Both the sealed covers shall be enclosed in another sealed (third) bigger cover which should also be superscribed as “**BID** for **Tender No.....for supply of**.....”

## IMPORTANT POINTS TO BE NOTED

Opening and closing dates and time of issue of tender documents	Date of Opening: 23 <sup>rd</sup> April, 2021 at 10.00 AM Date of Closing: 13 <sup>th</sup> May, 2021 at 05:00 PM
Last date and time of submission of tender	13 <sup>th</sup> May, 2021 up to 05:00 PM
Opening date and time of Technical bids	17 <sup>th</sup> May, 2021 at 11:30 AM
Address for issue and submission of tender documents	Director ICMR-National Institute of Malaria Research (Room No.405) Sector-8, Dwarka, New Delhi-110077 (Ph: 011-25307405, 25307407)
Non-refundable fee for tender document for each item/equipment	Rs. 5,000.00 by demand draft/banker cheque in the name of Director, NIMR, payable at Delhi
Tender documents are also available at website	<a href="https://nimr.icmr.org.in">https://nimr.icmr.org.in</a> and central procurementportal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> .
Earnest Money Deposit (EMD) (Interest-free, refundable) (to be sent with the Technical Bid)	Prescribed EMD by demand draft/ banker cheque in the name of Director NIMR, payable at Delhi duly certified by the bank  (along with Technical Bid in a separate envelope)

NOTE: The specified tender fee should accompany with internet downloaded tender document failing which tender will not be considered.

Director  
NIMR, Delhi

## **Eligibility Criteria**

1. Original equipment/reagents manufacturers with sales and service support facilities in India through their branch office/authorized representative in India.
2. Extensive sales (minimum 3 years) and service support in India, preferably in New Delhi, representing foreign principals/original equipment manufacturers firms/companies with either of the above eligibility criteria are eligible to quote for the equipment. The Indian agency /dealership/re-seller certificate with details of sales and service support should be enclosed with the technical bid.
3. Submission of Earnest Money Deposit (EMD).
4. Submission of an undertaking as mentioned in Annexure – G.
5. Submission of the audited balance sheets of last three years as a proof and statement of annual turnover certified by Chartered Accountant (CA).

## 2.1 Scope of Work –

- (1) The scope includes Supply of complete Equipment, Installation, Regents and Testing.
- (2) The installation which includes satisfactory demonstration, required Training, Obtaining final acceptance certificate from the user department

## 2.2 Formats for Bids: Tender should be submitted in two parts viz.

Part I – Technical Bid (without Prices) in sealed envelope and separate sealed envelope of EMD and tender fee for each item and

Part II - Price Bid.

The all sealed envelopes should be kept in suitable envelope and sealed. The tenderers are required to give detailed Quotation in the formats mentioned in the Tender Document. The bidder should furnish the following:-

### 2.2.1 Technical Bid:

- 2.2.1.1 A detailed technical proposal supported by design as per the specification at 'Annexure A'.
- 2.2.1.2 A Technical Compliance Statement for each parameter required for equipment 'Annexure A-1' exactly in order as mentioned in the tender document. (Point wise must)
- 2.2.1.3 The Deviation statement 'Format - VI' if any Tender specifications, terms and conditions are deviated by the bidder. If there is no Deviation then the bidder should record 'No Deviation' in the Deviation Statement
- 2.2.1.5 After Sales support details must be in the format 'Annexure E'. CMC/AMC cost should be quoted in Rupees not in percentage.
- 2.2.1.6 The warranty certificate to be given by the Manufacturer /vendor should be as per 'Annexure F'.
- 2.2.1.7 If the bidder is furnishing EMD by Bank guarantee then the format given in Annexure D is to be used.
- 2.2.1.8 Check list as per Annexure 'B' and enclose with the Technical Bid.
- 2.2.1.9 List of Users for a period during 3 years preceding this tender (If possible similar equipment)- 'Annexure C'
- 2.2.1.10 Performance Bank Guarantee as per format given as 'Annexure D' (to be submitted by selected company/vendor only)
- 2.2.1.11 Undertaking to be submitted by manufacturer as per format given as "Format - III".
- 2.2.1.12 Multi option quotations for desired equipment will be summarized rejected without any information to bidder.
- 2.2.1.13 Technical Evaluation: -
  - i. The technical bid shall be opened at the scheduled time and date in presence of tenderers i.e. on 17<sup>th</sup> May, 2021 at Time 11.00 AM
  - ii. The eligibility of the Technical Bid shall be examined by the Technical Evaluation Committee to quoted item.
  - iii. The technical bid of the qualified tenderers shall be examined, on the basis of information/technical brochure/documents submitted by the Bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC).

### 2.2.2 Price Bid:

- 2.2.2.1 The Price Bid should be submitted in the format enclosed as 'Format-VII'.

## 2.3 Tender Document Fee: Tender Document Fee is also payable by companies who have downloaded the tender documents from the website <http://www.nimr.org.in> or

<http://eprocure.gov.in/cppp>. They should submit the tender along with a bank draft of Rs. 5,000/- payable to Director, NIMR, New Delhi which should be enclosed with the Technical Bid.

2.4 Earnest Money Deposit:- The Technical Bid (Part-1) should be accompanied by Earnest Money Deposit in the form of demand draft/bankers cheque, bank guarantee (Format enclosed Annexure G) from any commercial bank drawn in favour of Director, National Institute of Malaria Research, New Delhi. Tenders not accompanied with EMD in the Technical bid will be summarily rejected. The EMD will carry no interest. EMD will be refunded after finalization of bid to the unsuccessful tenderers. The EMD is liable to be forfeited, if the bidder withdraws or amends, impairing or derogates from the tender in any respect.

2.4.1 Earnest Money Deposit (EMD) of the successful tenderers will be refunded only after completion of all the tendering procedures in all respect i.e. submission of Performance Bank Guarantee and other required formalities as committed by the tenderers in their bid and/ or during negotiation/discussion etc., if tenderer fails to complete their promises/ words within the stipulated period, EMD will be liable to be forfeited in favour of NIMR.

**2.5 Exemption from payment of EMD:** - Firms registered with the Central Purchase Organization and NSIC who are exempted from payment of EMD are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the products manufactured and registered with NSIC in a separate envelope along with the technical bid.

**2.6 Bid Submission:-** Completed tenders duly signed by the bidder on each page at the bottom, superscribing the Tender Enquiry Number and closing date should be sent to

The Director,  
ICMR-National Institute of Malaria Research  
(Indian Council of Medical Research)  
Sector 8, Dwarka, New Delhi-110077

2.7 Each quotation sent by post is to be enclosed in Double Cover. The inner cover should be duly SEALED AND SUPERSCRIBED as “Tender for “.....” Tender Enquiry No. .... Dated ..... Date of Opening .....” etc.. The Separate covers containing the Technical Bid and Price Bid for each item should be clearly superscribed as “Technical Bid” and “Price Bid” respectively with quoted equipment name and both these sealed covers are to be put in a suitable cover which should also be sealed and duly superscribed name of bidder firms address and name of equipment. Quotations delivered personally should be put in the **Tender Box kept at Room no. 405, National Institute of Malaria Research, Sector 8, Dwarka, New Delhi-110077**. The tenderers themselves should ensure that their tenders with all requirements reach this office within the stipulated date and time. No late-tenders or delayed-tenders will be accepted. NIMR, New Delhi will not be responsible for non-receipt/postal delays.

**2.8 Bid Submission last date and time:** - The last date and time for submission of bid is 13<sup>th</sup> May, 2021 at 05.00 P.M. (Indian Standard Time).

**2.9 Pre-bid meeting:** - Pre-bid meeting will be held on 30 April 2021 at 11:30 AM at ICMR-NIMR ..

**2.10 Technical Bid Opening Date and Time:** - The technical bid of the vendors whose tenders will be received at NIMR, New Delhi before the closing date and time will be opened on 17<sup>th</sup> May, 2021 at 11.00 AM (Indian Standard Time). Vendors or their representatives who wish to be present at the time of opening of Technical bid may present.

**2.11 Price Bid Opening:** - Only those bids, which meet our technical requirement and recommended by Technical evaluation committee (TEC) will be considered for opening of Price Bid. Those vendors who



qualify in the technical evaluation will be permitted to be present at the time of price bid opening.

2.12 The date and time of price bid opening will be intimated to all technically responsive bidder through NIMR website/email.

2.13 Price Reasonability Certificate: Please quote the best minimum prices. A certificate regarding the quoted rates must be given by the bidders to this effect that they have neither quoted nor sold/ supplied the same or similar item to any other customer on lesser rates than those offered to NIMR, New Delhi.

2.14 Language of Bid: - The bid prepared by the bidder, the technical brochures and all correspondence relating to the bid shall be written in English/Hindi language only.

2.15 Validity of offer: - Offer shall be valid for 180 days after the date of opening of Financial bids at NIMR, New Delhi. An Offer valid for a shorter period may be rejected as non-responsive by NIMR, New Delhi. In exceptional circumstances Director, NIMR, New Delhi may solicit the vendor's consent to an extension of the period of validity. The vendor accepting the request for extension will not be permitted to modify the bid.

2.16 INTERIM CORRESPONDENCE WILL NOT BE ENTERTAINED BEFORE PLACING THE ORDER.

2.17 Tender Documents are not transferable under any circumstances.

2.18 The bid should be complete in all respects otherwise liable to be rejected. Tender should be duly signed. Incomplete and unsigned bids will not be considered.

2.19 Quotations must be clearly written or typed without any overwriting. The person signing the bid must attest all corrections / over writings if any.

2.20 All rates / prices in Price bid should be given in figures and in words. If there is any discrepancy between the Prices given in figures and words, the Lower of the two shall be taken for our comparison.

2.21 Supply & Installation of equipment: Equipment will be supplied and installed as per requirement, at NIMR, Sector 8, Dwarka, New Delhi without any additional cost.

2.22 Director NIMR, New Delhi reserves the right to defer the above dates or cancel the Tender in part or whole without assigning any reason what so ever.

2.23 All terms and conditions of the tender/quotation will be dealt as per instructions guideline of Central Vigilance Commission.

## GENERAL TERMS AND CONDITIONS

1. Qualified Bidders are required to arrange a demonstration of the equipment, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder. After due evaluation of the bid(s) institute will award the contract to the responsive tenderer who has quoted the **lowest price per TaqMan® probe based q-PCR**.
2. Tenders should be quoted only by the original manufacturers or their authorized distributors or selling agents of a particular firm. The bidders should submit current authority letter in support of the same from the original manufacturer concerned.
3. The model of the item offered should not be obsolete/out of production for at least 05 years from the date of installation and commissioning of the Equipment.
4. **Onsite Maintenance including Spare parts & Labour**
  - I. The Bidder will maintain the Real-time PCR machine(s) for a period of one year from the date of successful installation. Any cost of maintenance (on site including Spare Parts & Labour etc.) within the contract period will be borne by the successful bidder. Periodic Preventive Maintenance should be ensured by the successful bidder. If the breakdown period exceeds down time allowed, the successful bidder has to bear the loss incurred to ICMR-NIMR, New Delhi.
  - II. The functionality and efficacy of the equipment throughout the contract period is the sole responsibility of the successful bidder. The Institute will not pay anything towards repair & maintenance of the equipment during the contract period.
  - III. During the contract period, the equipment including the accessories will be maintained in good working condition for 96 percent days in a year. The supplier will guarantee One visit of technical support staff on every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs /breakdown calls.
  - IV. Upon receipt of notice of breakdown, the supplier shall respond within 24 hours to take action to repair or replace the defective Equipment or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ Equipment after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
  - V. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 24 hours, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
  - VI. The supply of Equipment/Goods/Articles should be brand new and supply should be made in good condition at the ICMR-NIMR, New Delhi site by the bidder at their own cost (i.e., F.O.R. to ICMR-NIMR, New Delhi). Reagents and chemicals should also be supplied in good condition at the Central Stores of ICMR-NIMR, New Delhi by the bidder at their own cost.
  - VII. The supply contract will be valid from the date when the Purchase Order Issued/formalities completed by ICMR-NIMR, New Delhi. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance

reported. This office reserves the right to suo-moto terminate the supply contract by giving 30 days' notices at any point of time.

- VIII. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such items as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of ICMR-NIMR, New Delhi/PSUs/Autonomous institute at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify ICMR-NIMR, New Delhi. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to ICMR-NIMR, New Delhi by the Bidder or ICMR-NIMR, New Delhi will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
- IX. The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.
- a. Bidders are required to quote strictly as per specification of the Equipment/Apparatus/Reagents & Consumables. Deviation if any to specification, must be brought out clearly giving deviation statement in **Format-VI**.
  - b. Additional features (in case of equipment), if any, should be listed separately in the offer.
  - c. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
  - d. The Director, ICMR-NIMR, New Delhi, has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

## **5. DELIVERY OF THE SUPPLIES/EQUIPMENT :-**

- i. Delivery of Reagent & Chemical shall be F.O.R to ICMR-NIMR, New Delhi. The ICMR-NIMR, New Delhi is not liable for payments on account of Freight/Taxes/Insurance etc., which are to be paid inclusively by the suppliers.
- ii. The firm will be bound to Install & Commission the equipment within 30 days from the date of PO/SO/Contract. Thereafter suitable action as deemed fit, will be initiated. The institute will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
- iii. Part/Partial supply will not be accepted. For non-supply or part/partial supply, Part billing is strictly prohibited.
- iv. The supplier will have to undertake the shifting of the equipment from the location of installation to another location within the premises of ICMR-NIMR, New Delhi, should the situation arise.
- v. All the reagents ordered shall be delivered within 3 weeks from the date of issuing purchase

order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. No extra charge for packing, forwarding and insurance etc. will be paid on the rate quoted. If required, training would be done by the technical experts of the suppliers free of charge at ICMR-NIMR, New Delhi.

**6. INSPECTION OF SUPPLIES :-**

Inspection will be done by the duly constituted committee members nominated by Director, ICMR-NIMR, New Delhi and or his authorized representatives in ICMR-NIMR, New Delhi premises at designated place.

**7. PAYMENTS :-**

Order shall be issued for tentative Quarterly / Six months requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by ICMR-NIMR, New Delhi.

The bills raised by the selected tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm. The details of the item needed is mentioned in Financial Bid but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of ICMR-NIMR, New Delhi. The payment would be made for actual supply taken and no claim in this regard should be entertained.

**8. OTHERS :-**

Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, ICMR-NIMR, New Delhi. If it is found that the firm has given sub- contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeited by ICMR-NIMR, New Delhi. The ICMR-NIMR, New Delhi shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Stores/ Goods/ Items at ICMR-NIMR, New Delhi.

**9. PACKING & MARKING OF SUPPLIES:-**

The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage.

**10. DISPUTES AND ARBITRATION :-**

All disputes or differences arising during the contract period shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator, who will be appointed by the Director, ICMR-NIMR, New Delhi for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

**11. LAW GOVERNING THE CONTRACT AND JURISDICTION.**

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

## **12. PERFORMANCE SECURITY DEPOSIT :-**

The successful Bidder will be liable to deposit Performance Bank Guarantee (PBG) @ 10% of Order Value as per prescribed format at Annexure – ‘D’ in favour of “Director NIMR, New Delhi” by way of “Performance Bank Guarantee/FDR” from a nationalized /Commercial Bank, indemnifying the ICMR-NIMR, New Delhi against all losses incurred by the ICMR-NIMR, New Delhi during the warranty/maintenance/Contract period. The same will be refundable after expiry of the contract period/or after the completion of one year contract period + 2 (Two) months (valid for 14months) subject to successful fulfillment of terms and conditions and on receipt of requisite no dues certificate from the concerned Departments /authorities. Security Deposit is liable to be forfeited if the bidder withdraws, impairs, or derogates the bid in any respect. The bidder will give an onsite guarantee/warranty/Contract for trouble free functioning and maintenance of the facility for one year including spares and labour from the date of installation, commissioning and acceptance of the facility.

The Director, ICMR-NIMR, New Delhi, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

**Seal & Signature of Bidder**

## **Force Majeure and Termination**

### **5.1. Suspension or Termination without Default of the bidders**

5.1.1 NIMR may, at its sole discretion, suspend or terminate this Contract at any time by notifying the bidder and giving the reason(s) for such suspension or termination.

5.1.2 Where this Contract has been suspended or terminate, the bidder shall:

- a) Take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-contracts) in a cost-effective, timely and orderly manner; and
- b) Provide to NIMR, in not more than 30 days after NIMR notifies the bidder of the suspension or termination of this Contract an account in writing, stating:
  - i. Costs, if any, due before the date of suspension or termination;
  - ii. Any costs to be expended after the date of suspension or termination, which the bidder necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

Subject to NIMR approval, NIMR shall pay such amount to the bidder normally within 30 days after receipt from the bidder of an Invoice in respect of the amount due.

### **5.2 Termination for Default of the bidders**

5.2.1 NIMR may notify the bidder of the suspension or termination of this Contract where the services or any part of them are not provided to the satisfaction of NIMR giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the bidder to remedy that dissatisfaction and the time within which it must be completed.

5.2.2 Where this Contract is suspended under Clause 6.3.1 and the bidder subsequently fails to remedy the dissatisfaction, NIMR may terminate the Contract forthwith.

5.2.3 NIMR may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:

- a) The bidder or any member of the bidder's personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) The bidder or any member of the bidder's personnel has committed an offence under any of the prevailing laws applicable to the project; or
- c) The bidder is an individual or a partnership and at any time:
  - i. Becomes bankrupt; or
  - ii. Is the subject of a receiving order or administration order; or
  - iii. Makes any composition or arrangement with or for the benefit of the bidder's creditors; or
  - iv. Makes any conveyance or assignment for the benefit of the bidder's creditors; or
- d) The bidder is a company and:
  - i. An order is made or a resolution is passed for the winding up of the bidder; or
  - ii. A receiver or administrator is applied in respect of the whole or any

part of the understanding of the bidder.

- e) The bidder is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the bidder at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the bidders are conducted in accordance with the wishes of that person.

Where the Contract is terminated in accordance, the bidder shall without prejudice to NIMR other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

“Placement of Real-time PCR Machine(s) on reagent rental basis

TECHNICAL SPECIFICATION for Real-time PCR Machine(s)

**Required System on Reagent Rental basis for TaqMan® probe based q-PCR for molecular diagnosis of human malaria parasites (Total number of q-PCR reactions approximately 92,400).**

Real-time PCR machine should be able to detect six or more different fluorescent reporters in the same PCR tube. The system should be compliant with MIQE (Minimum Information for Publication of Quantitative Real-Time PCR Experiments) guidelines. Supplier must provide original documentary proof of the year and place of manufacturing of equipment at the time of supply. Suo Moto upgradation of any new technology coming in will be supplier responsibility.

1. Real Time PCR of Block format with 0.2 ml 96-well format.
2. System should be capable of test  $\geq 6$  different annealing temperatures at once in a gradient manner.
3. Multiplex capacity of  $\geq 6$  various fluorescent reporters in the same tube.
4. Minimum 6-excitation and 6-emission channels and each filter should correspond to one dye that ensures smooth differentiation of dyes having high degree of spectral overlap.
5. Should be factory calibrated FAM, HEX, Cy5, VIC/JOE, TAMARA/Cy3 and capable of detecting different fluorescent dyes including SYBR green, CAL Fluor Red 610, Quasar 670, Texas Red and Quasar Red 705 etc. Filters/Colours:  $\geq 6$  Excitation filters (450-680nm) and  $\geq 6$  Emission filters (500-730nm) or broader for all the 96 wells
6. Should have a channel dedicated for FRET experiments.
7. Excitation Source: White LED light with system for optimum detection of more than 10 dye combination
8. Reaction volume to be used 10 $\mu$ l-100 $\mu$ l
9. Temperature Uniformity:  $\pm 0.5^\circ$  C or lower and accuracy of  $\pm 0.2^\circ$  C
10. Should have multiple scan modes with fast scan mode for reading all wells in  $\leq 3$  seconds.
11. Should be able to run both fast and standard chemistry and runtime for fast mode should be  $\leq 30$ min.
12. The amplification traces should be visual on screen in real time while a run is in progress with touch screen facility.
13. Software should allow entry of data after experiment.
14. System software should be capable of performing melt curve, gene expression, allelic discrimination, end-point analysis and other important applications.
15. The required valid and licensed analytic software for all applications available in the offered model should be loaded in the system / attached computer/laptop (to be supplied with the system as in point 16) along with permission to copy the software in multiple computers for free analysis and a copy in Compact Disc (CD) and permission for free upgradation as and when the manufacturer does.
16. Supplied with compatible branded Laptop with i5/i7 processor (or higher), Windows10 Professional, at least 4GB RAM and 1TB hard disk and appropriate online UPS for smooth running of the equipment.



17. System should have CE-certification e.g. CE-IVD/ US-FDA
18. The system that is left with ICMR-NIMR after the contract period of 1 year should be provided with 5-year (3 year comprehensive + 2 year extended warranty).

**13. Quality assurance system**

- a. The quantity of free trial/start up kits should be for satisfactory initial functioning of the equipment.
- b. Trial run and training of personnel is the responsibility of the Bidder. No additional cost will be paid for it.
- c. At least 2 installations in the last 2 calendar years with the same specifications required in this tender and the certificate for their satisfactory functioning minimum for one year from government hospital/NABL certified labs. Must be furnished in technical bid.
- d. On-site demonstration of equipment of equivalent specifications in ICMR-NIMR, New Delhi, will be mandatory.
- e. The agencies should be reputed & experienced with a satisfactory past work record in similar Autonomous/Government Institutes and /or PSU's. Engagement will be strictly subject to the terms & conditions of the tender document.

**14. Company should quote terms & conditions** for reagent packs & consumables etc. required for running of the equipment.

**15. Real-time PCR Reagent:** The firm has to quote for the reagents taking into consideration of the load (92,400 qPCR reactions of 20µl volume) as given in the enclosed sheet (Annexure-VII). The cost of each reagent pack is also to be given. The cost per TaqMan® probe based q-PCR assay should be mentioned which shall remain fixed for one year from the date of installation. Reagents to be involved in these 92,400 qPCR reactions are mentioned in the below table.

Sl. No.	Items	Approx no. of Quantity
1	Applied Biosystems™ TaqMan™ Fast Advanced Master Mix	19 packs (10 x 5ml/pack)
<b>Custom Oligo with 25-50 nmol scale without any modification and to be used @ 0.4µM per reaction</b>		
2	Pair of oligo with 22 bases	For 87,120 reactions
3	Pair of oligo with 21 bases	For 87,120 reactions
4	Pair of oligo with 28 bases	For 1,760 reactions
5	2-Pair of oligo with 23 bases	For 1,760 reactions
6	2-Pairs of oligo with 25 bases	For 1,760 reactions

<b>Custom TaqMan® MGB (minor groove binder) probes incorporated a 5' reporter and 3' non-fluorescent quencher to be used @ 0.2µM per reaction</b>		
7	5'FAM modified oligo with 20 bases	For 87,120 reactions
8	5'VIC modified oligo with 16 bases	For 87,120 reactions
9	5'FAM modified oligo with 20 bases	For 1,760 reactions
10	5'VIC modified oligo with 20 bases	For 1,760 reactions
11	5'FAM modified oligo with 21 bases	For 1,760 reactions
12	5'VIC modified oligo with 19 bases	For 1,760 reactions
13	5'FAM modified oligo with 20 bases	For 1,760 reactions
14	Nuclease Free Water for qPCR (30ml-50ml/pack)	10 packs
15	96-well PCR plates compatible with provided real-time PCR machine	963 plates
16	Optical Adhesive film for 96-well PCR plates compatible with provided real-time PCR machine (100pc/pack)	10 packs

Total cost of the PCR reagents will be computed for one year based on the present work load and will be considered in price bid evaluation. The principal company, however, should certify and provide the entire range of available **kits for various q-PCR based assays** with their pricing. As and when required, ICMR-NIMR, New Delhi will use the kits which can be performed by the machine but not in the enclosed list. Firm will be informed two weeks before for arranging those reagents and will be paid at the rate mentioned in their bid and installation, commissioning and trial runs providing free trial kits for all sort of extractions. The quantity of free trial/start up kits should be for satisfactory initial functioning of the equipment as per acceptable guidelines, trial run and training of the personnel. Training of personnel is the responsibility of the Bidder. No additional cost will be paid for it. When required and inform by ICMR-NIMR, New Delhi the agency will supply reagents within three weeks for all the kits.

16. Shelf life of reagent: Shelf Life should not have passed 1/6th of their useful life in case of item having shelf life less than 2 years and 1/4th of their useful life in the case of items having shelf life 2 years or more, from the date of manufacture at the time of the stores tendered for inspection.

### **CONDITIONS FOR BIDDERS**

1. The equipment will be acquired on reagent rental basis. The bidder should stick to a performance of throughput at least 704 TaqMan® probe-based q-PCR per day within 6 to 7 working hours. The bidder should offer **2 identical equipments only**. The equipments will be supplied free of cost and at least one of the equipment will remain a permanent property of the ICMR-NIMR, New Delhi after the expiry of the contract. The contract may be terminated giving 3 months' time from either side or may be extended if needed. Bidder should be same for the equipment and for supply of reagents/consumables. Institute will provide space, electricity, tap water & human resource /man power (Scientists, technical persons & group IV staffs) for running the machine & laboratory.

2. **Termination of agreement:** ICMR-NIMR, New Delhi reserves the right to terminate the agreement if any terms/conditions given by the company is not fulfilled properly or, the result of q-PCR using the extracted DNA is not satisfactory.
3. **Maintenance:** Company will maintain the equipment for full contract period (1 year) with free CMC. Maintenance/service report should be given by the service engineer periodically.
4. **Ownership after rental contract period:**
  - i. On successful completion of the rental contract period and after honouring all the terms and conditions in true spirit, the ownership of the at least one equipment will be transferred in the name of ICMR-NIMR, New Delhi.
  - ii. The load is approximate. The mentioned number of q-PCR reactions in the table is only for Comparative purposes for price bid evaluation. The department reserves the right to carry out and pay for decreased/increased number of extractions.
  - iii. The bidder should quote for all reagents and consumables mentioned in the Table, from the same manufacturer/company which is quoting the equipment as per annual load. No other consumables shall be procured for running the above investigations. Any consumable not quoted in this table but essential for performing the mentioned q-PCR assay shall have to be supplied free of cost for the entire workload during the validity of the contract.
  - iv. Maintenance of UPS (including accessories, batteries and other consumables) should be responsibility of the bidder
5. **Specific Terms & conditions:**
  - i. Responsibility of providing a backup machine is of the vendor in case of breakdown of equipment.
  - ii. ICMR-NIMR, New Delhi will remain responsible for providing space, electricity, tap water, manpower, technicians to run the equipment. Vendor has to maintain the downtime of the equipment to less than 5% throughout of the total running time of machine. In case of breakdown of the equipment even for one parameter, firm will remain responsible to respond and reach the site within 06 hours, rectify the problem and make it functional within 24 hours.
  - iii. On expiry or termination of contract, the equipment will be kept as security deposit till all dues to ICMR-NIMR, New Delhi is cleared by the firm.
  - iv. Contract may be terminated from either side giving one-month time. Terms and conditions of contract remains valid even during this one month after submission of termination of contract notice.
  - v. The works are required to be completed within a period of one month from the date of issue of acceptance letter.
6. **TERMS OF PAYMENTS:**
  - i. Bill payment will be made according to supply order on quarterly basis. The bidder will be liable to compensate if the supplied kit doesn't performs satisfactorily as indicated in the kits. Cost per q-PCR reactions as mentioned in the price bid shall be frozen for one year from the date of satisfactory functioning of the system.
  - ii. The payment process will be initiated after complete supply for the particular item against the supply order.

- iii. The firm will be bound to supply the items as per the schedule mention in Supply order. In case of non supply penalty will be levied, within stipulated/extended time. The Competent Authority has right to cancel the supply order as well as all the items in the tender of the bidder of the concerned group and the Performance Security (EMD) of the respective group may be forfeited. In case of increase in demand of items or introduction of new type of q-PCR reactions a fresh supply order for the particular item will be issued.
- iv. Shelf Life of the item should not have passed 1/6th of their useful life in case of item having shelf life less than 2 years and 1/4th of their useful life in the case of items having shelf life 2 years or more, from the date of manufacture at the time of the stores tendered for inspection.

**7. WARRANTY/GUARANTEE OF SUPPLIES :-**

Loss of potency of active ingredients or premature deterioration of the formulation resulting in the store, not meeting specification requirement, at any time during the life period of the store declared in the label shall be made good by the supplier by providing free replacement of stock at the consignee end within 30 days.

**NOTES :-**

- a. For evaluation of price bid to decide L1, the **rates per q-PCR reactions** will be the deciding factor based on consumption for one year. All the consumables and reagents will be taken from one vendor only.
- b. The load is approximate. The mentioned number of q-PCR reactions in the table is only for comparative purposes for price bid evaluation. The department reserves the right to carry out and pay for decreased/increased number of q-PCR reactions.
- c. Original brochure should be submitted along with technical bid.
- d. Onsite training of manpower will be conducted free of cost.

**Signature of Bidder**  
**With seal of firm (Name of Bidder)**

**Place:-** -----

**Date:-** -----

**Annexure A-1**

TECHNICAL COMPLIANCE OF SPECIFICATIONS AS PER ANNEX A (Must attached point wise)

Name of specification/Parts/Accessories of Tender enquiry	Specifications of Quote Model/Part/ Accessory	Compliance whether Yes or No
<u>Specifications for Equipment</u>		

Signature & seal of bidder

- If the bidder fails to enclose the compliance Statement, his bid is likely to be rejected.
- If the bidder offers more than one model, then the technical compliance statement must be enclosed for each and every model separately

**FORMAT-I to VIII**

**Please see annexure enclosed :-**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Format Ref.</b>	<b>Refer Page</b>
1.	Technical Bid information	Format-I	
2.	Technical specification and Bid evaluation	Format -II	
3.	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Format -III	
4.	Criminal Liability Undertaking	Format -IV	
5.	Manufactures Authorization Form	Format -V	
6.	Deviation Statement Form	Format -VI	
7.	Financial Bid	Format -VII	
8.	Performance Statement Form	Format -VIII	

## FORMAT -I

**Inviting of sealed quotations for supply and installation of Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi-110077.**

### TECHNICAL BID

<b>Name of Firm /Contractor/Supplier</b>	
<b>Complete Address &amp; Telephone No.</b>	
<b>Name of Proprietor/Partner/Managing Director/Director.</b>	
<b>Contact No.</b>	
<b>Name and address of places/offices near where the contractor/firm has maintenance contractor.</b>	
<b>Whether the firm is a registered firm Yes/No (attested copy of certificate)</b>	
<b>PAN No. (enclose the attested copy of PAN Card)</b>	
<b>GST no. enclose the attested copy of Service Tax Certificate)</b>	
<b>GST certificate (enclose the attached copy of GST Certificate)</b>	
<b>Whether the Firm/ Agency has signed each and every page of Tender/NIT</b>	
<b>Please provide full list of consumables</b>	
<b>Attach satisfactory functioning certificate from at least one hospital where machine of same specification was installed by the agency on reagent rental basis</b>	

<b>D.D. No of tender fee of Rs. 5000/-</b>	
<b>D.D. No of EMD of Rs. 50,000/- (Rs. Fifty thousand only)</b>	
<b>Attach Proof of fulfilling the norms of IS/ISO/CE Specification if any.</b>	
<b>Attach copy of dealership letter</b>	
<b>Attach license of import, if any</b>	
<b>Attach catalogue of item Quoted</b>	
<b>Any other information, if necessary</b>	
<b>Name of manufacturer of the machine</b>	
<b>Attach Specification</b>	

Place : .....

Date : .....

**Signature of Bidder**  
**With seal of firm (Name of Bidder)**



**FORMAT -II**

**Name of the Bidder:**

**FOR TECHNICAL BID EVALUATION**

<b>Sl. No.</b>	<b>Item name and Description</b>	<b>Original Brochure</b>	<b>Make and Model of the Item</b>	<b>Specification Offered</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>

**Signature of Bidder**  
**With seal of firm (Name of Bidder)**

Place : .....

Date : .....

### **FORMAT -III**

**(To be submitted with technical bid)**

**Name of the Tender: Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi.**

### **UNDERTAKING**

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT.

To,

The Director,  
ICMR-NIMR,  
New Delhi.

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after the time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ICMR-NIMR, New Delhi to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to ICMR-NIMR, New Delhi.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, ICMR-NIMR, New Delhi (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. The successful Bidder will be liable to deposit Performance Bank Guarantee (PBG) @ 10% of Order Value as per prescribed format at Annexure – ‘D’ in favour of “Director NIMR, New Delhi after award of the contract from a Nationalized / Commercial Bank and shall remain in the custody of the Director, ICMR-NIMR, New Delhi till the validity of the warranty period plus two month (i.e. for 14 months).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per Directions given in supply order within stipulated period positively.

8. If I/We fail to supply the stores in stipulated period the ICMR-NIMR, New Delhi has full power to compound or forfeit the Bid Security/security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
10. We undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, ICMR-NIMR, New Delhi, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make/Model/Catalogue/technical literature description.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) Supplied with each Equipment by Principal Manufacturer in Original to ICMR-NIMR, New Delhi.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Reagents at the prices and rates not exceeding those mentioned in the Financial Bid.
15. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.
16. I/we undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the ICMR-NIMR, New Delhi failing which a penalty at the rate of 1,000/- per day from pending bill/Bank Guarantee before releasing the same to us after 24 (Twenty-four) months.
17. On successful completion of the rental contract period of one year and after honoring all the T & C in true spirit, the ownership of at least one equipment will be transferred in the name of ICMR-NIMR, New Delhi.
18. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, ICMR-NIMR, New Delhi will have full authority to take appropriate action as he/she may deem fit.

**Signature of Bidder**  
**With seal of firm (Name of Bidder)**

Place : .....

Date : .....

**FORMAT – IV**  
(To be submitted with Technical Bid)

**Name of the Tender : Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi.**

**CRIMINAL LIABILITY UNDERTAKING**

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary.)

I .....S/o .....

..... Resident of .....

.....

.....

..... Do solemnly pledge and affirm :

:

1. That I am the proprietor /partner/authorized signatory of M/s. ....

.....

1. No police case is pending against the Proprietor / partner of the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
2. I/We have not quoted the price higher than previously supplied to any Government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.
3. (Proprietor/firm) has never blacklisted by any organization.

**Name & Signature Seal of the participating Bidder Company Affirmation/Verification**

**FORMAT – V**  
**(To be submitted with Technical Bid)**  
**Manufacturers' Authorization Form**

**Name of the Tender: Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi.**

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 in (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 accept the warranty/Guarantee condition mentioned in the tender documents of ICMR-NIMR, New Delhi.

Signed : (insert signature of authorized representative of the manufacturer) Name :

(insert complete name of authorized representative of the manufacturer)

Duly authorized to sign this authorization on behalf on: (insert complete name of Bidder)

Date on \_\_\_\_\_ Day of \_\_\_\_\_

(Insert date of signing)

**FORMAT – VI**

**(To be submitted with Technical Bid)**

**Name of the Tender: Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi.**

**Deviation Statement Form**

1. The following are the particulars of deviations from the requirements of the tender Specification

<b>Specification</b>	<b>Deviations</b>	<b>Remarks (including Justification)</b>

Place :

Date :

**Signature Seal of the  
Manufacture/ Bidder**

**Note:**

=

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “ No deviations”

**FORMAT –VII**  
**Financial Bid**

**Name of the Bidder:**

**Supply and installation of Real-time PCR Machine(s) on Reagent Rental Basis at ICMR-NIMR, New Delhi**

Bidder is required to fill the requirement of reagent and cost per q-PCR reactions (for a load of 92,400 q-PCR reactions of 20µl volume) in the columns provided.

**FOR PRICE BID EVALUATION :**

Parameter	Approx no. of Quantity	Pack size of q-PCR reactions	Rate offered per pack	No. of q-PCR reactions per pack	Cost Per q-PCR reactions of 20µl volume	Total cost
TaqMan® probe based q-PCR reactions	92,400 reactions					

**Note :—Items which are required for smooth functioning of equipment and are not quoted or missed out by firm, shall have to be supplied free of cost for the entire period of installation.**

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That I/We undertake that the information given in this tender are true and correct in all respects.

**Signature Seal of the  
Manufacture/ Bidder**

Place : .....

Date : .....

**FORMAT -VIII**  
**(To be submitted with Technical**  
**Bid) Performance Statement Form**

Name of the Firm : .....

Sl. No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order	Have the item been Supplied satisfactorily (Yes/No.)

Signature and seal of the manufacture/Bidder : .....

Place :

Date :

**Note :—Documents to be attached.**



## Annexure B

### Check List to be furnished by the bidder

S. No.	Particulars	Compliance (Yes/No)	Page No.
1	When Quotation is from Indian agent / Dealer – whether letter of Authorization of Foreign principal is enclosed in the techno-commercial bid.		
2	Whether the proof of turnover for is enclosed (balance sheet) & PAN No.		
3	For Two Bid System – Whether Technical and Price Bids are kept in separate envelopes duly indicating Technical Bid and Price Bid, respectively		
4	Whether Tender Number, due date and opening date have been written on all the envelopes		
5	In Case of Tender document downloaded from the website – Whether the tender document fee (demand draft in favour of Director, National Institute of Malaria Research, New Delhi is enclosed along with Technical bid		
6	EMD – Whether the required EMD is Enclosed along with the Technical bid		
7	In case the firm is exempted from payment of EMD (Like SSIs registered with NSIC, firms registered under DGS & D) – Whether Valid Permanent Enlistment Certificate of NSIC / Valid DGS & D Rate Contract copy is enclosed in the Techno Commercial Bid		
8	If You are an Indian Agent / Dealer / Distributor for a foreign principal have you enclosed the Letter of Authorisation / Agency certificate in the Technical Bid.		
9	Whether Technical compliance Statement is enclosed in the Technical Bid		
10	Whether the Deviation Statement in the format given in Format - VI is enclosed in the Technical Bid		
11	Whether the price bid submit as per Format - VII		
12	Whether Details of After sales support is given as per format in Annexure E and is enclosed in the Technical Bid		
13	Whether the warranty certificate is enclosed as per Annexure F and is enclosed in the Technical Bid		
14	Whether Checklist Annexure B enclosed		
15	Whether the List of Users is given as per Annexure I and is enclosed in the Technical Bid.		
16	Whether the Under taking certificate submitted by the manufacturer as per Annexure G		
18	Whether the Technical Bid/Price Bid has been signed in every page		

Signature & seal of bidder

**Annexure C**

**List of Users for a period of 3 years preceding this tender (If possible similar equipment)**

Sl. No.	Order for similar equipment placed by (full address of purchaser with contact person, telephone number)	Purchase Order Number and Date	Description, model and quantity ordered	Price Charged Important: (Rates to be blacked out in the technical bid. The Price bid of bidder must contain the price Charged)	Date of completion of delivery as per contract and Date of installation / commissioning as per contract	Reasons if any, for delay in delivery, installation and commissioning

Signature & Seal of Bidder

**Annexure- D**  
**(To be typed on 100 rupees Stamp Paper)**  
**Performance Bank Guarantee**

Bank Guarantee No.: \_\_\_\_\_  
Amount of Guarantee: Rs. \_\_\_\_\_ Valid Up to : \_\_\_\_\_  
Guarantee Cover from : \_\_\_\_\_ to \_\_\_\_\_

**The Director,**  
**National Institute of Malaria Research**  
**(Indian Council of Medical Research)**  
**Sector 8, Dwarka, New Delhi-110077**

This deed of guarantee executed by (Name of Bank) ..... Constituted under the (Bank Act) ..... having its Corporate Centre at ..... and amongst other places a Branch, ..... (hereinafter referred to as “the Bank”) in favour of **National Institute of Malaria Research, New Delhi** (hereinafter referred to as “**the Beneficiary**”) for an amount not exceeding Rs. .... (Rupees ..... ) at the request of (Name of Firm) ..... (hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. .... (Rupees ..... ) and the Guarantee shall remain in full force upto ..... and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before .....

Where as you have entered in to a contract reference No. .... P.O. No. .... Dated..... With (Name of Firm) ..... for the supply of ..... which is hereinafter referred to as “the said contract” and where as (Name of Firm) ..... has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. .... (Rupees ..... ) to secure its obligations **National Institute of Malaria Research, New Delhi** for the warranty of the equipment supplied.

We, (Name of Bank) ..... Hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) ..... that in the event **National Institute of Malaria Research, New Delhi** declares to us through you that (Name of Firm) ..... has not fulfilled the warranty/other obligations according to the contractual warranty obligations under the said contract to pay you on demand without any reference to M/s ..... an amount of Rs. .... (Rupees.....) Notwithstanding any right/disputes raised by (Name of Firm) ..... or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect on us.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) ..... indulgence to (Name of Firm) ..... by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) ..... by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you.

This guarantee shall remain valid until .....

Notwithstanding anything contained herein.

Our liability under this guarantee is restricted to Rs. .... (Rupees.....)

This Bank Guarantee shall be valid up to .....

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if yourserved upon us a written claim or demand and received by us or before ..... i.e. the date of expiry of this bank guarantee.

The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at ..... at this ..... Day of .....

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature of authorized Officer of the Bank)

Witness (Name, Address & Signature)1.

2.

**Annexure E**

After Sales Service Support Details

Sl. No.	Local Address, Telephone numbers, Fax numbers and email address of the agent who will provide after sales support	Number of engineers / service personnel who are stationed at the local address	Nature of training imparted to the service personnel especially at the principal's company	List of consumables/spares held at all times by the agent

Signature & seal of bidder

Important: When the tenderer stations only skeleton staff at the local address and stations the key service providers at other locations, the address of locations have to be clearly brought out. The lead time required for attending such out station calls should also be clearly brought out. The bidder should clearly indicate in which cases it would be essential for the equipment to be sent to foreign principal for servicing or in which cases it will be essential for service personnel to come from foreign principal.

## **Annexure F**

### **WARRANTY CERTIFICATE**

We Warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification, drawing, or samples and operate properly. We shall be fully responsible for its efficient operation. This Warranty shall survive inspection of any payment and acceptance of the goods but shall expire after (except in respect of complaints of which the contractor has been notified prior to such date) 12 months Comprehensive warranty after their successful installation, commissioning and acceptance by NIMR, New Delhi.

The obligations under the Warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled) and transport charges from site to the manufacturers work and back and free repair/adjustment or replacement at site or any parts of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications previously given by the NIMR, New Delhi to the vendor.

We also accept the non comprehensive warranty (AMC) for a period of 3 months after the expiry of comprehensive warranty for 12 months on free of cost basis.

**Signature & seal of bidder****Note: It should be provided on the letter head of the firm /  
company.**

## **Annexure G**

### **Undertaking**

1. I undersigned certifies that I have gone through the Terms & conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of opening of tender.
2. It is certified that rate quoted are the lowest quoted for any organization/Hospital in India.
3. Earnest money deposited by me/us viz Rs. \_\_\_\_\_ in the form of Demand Draft /Banker's Cheque in favour of Director National Institute of Malaria Research, New Delhi is attached herewith and shall remain in custody of the Director, National Institute of Malaria Research, New Delhi as per terms and conditions.
4. I/We give the rights to Director, National Institute of Malaria Research, New Delhi to forfeit the EMD deposited by me/us if any delay occur on my/agent's part or fails to supply the article at the appointed place and time and of the desired specification.
- 5. There is no vigilance/CBI case or court case pending against the firm/supplier.**
6. That the firm/company is not blacklisted by any organization.
7. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience at my /our own expenses.
8. I/we hereby undertake to supply the items as per specifications and directions given in supply order within the stipulated period.
9. I/we undertake in case down time of the equipment is more than 3 working days, the period of warranty /CMC/AMC shall be extended by two time of the total breakdown period unless stand by arrangements are made. Also undertake to supply all spares for optimal up keep of equipment for atleast 10 years after handing over the unit to the institute.
10. I/we undertake to provide guarantee/warranty/ AMC/CMC as mentioned in specifications for ten years from the date of satisfactory installation and inspection. I also undertake that I will maintain the equipment during this period and replace the defected parts free of cost, if necessary.
11. I/we understand that Director, National Institute of Malaria Research, New Delhi has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.

**Name, Signature & Address of the tenderer  
With rubber stamp**

**Note: Undertaking can be submitted by the authorized distributor for imported products if there is no marketing office of principal companies in India.**