

Ref: INS/L-5860/2024-2025(M)

Tender Notice No.014/2024-2025

PUBLIC TENDER

2 PART TENDER FOR SITC OF HIGH SPEED FLOW CYTOMETRIC CELL SORTER WITH ACCESSORIES (Quantity- 1 No)

Refer Annexure-A for Detailed Technical Specifications

This tender document contains Total 19 pages

Cost of Tender: Rs.295.50 Lakhs, EMD amount: Rs.5,91,000/-

General Terms and Conditions:

Important instruction for the Tenderers: -

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

The Technical and Financial / Price Bids shall be submitted simultaneously in two (2) cover system.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial.

I) The Technical bid should contain the following:

1. Confirmation on supply, installation, testing and commissioning of electrical items as per technical specifications as in **Annexure-A (Detailed Technical Specifications)** and corresponding terms and conditions.
2. Bidder should produce complete technical details of the items/materials offered (Specifications, Technical Parameters, catalogues, test certificates etc.,)
3. Supplier profile & Schedule of Experience – **Annexure – B**
4. Details of warranty services like periodic checking every quarter and rectification / replacement wherever necessary.
5. Details of “After Sales Service” and “Technicians with required license” available in Bangalore.
6. Photo copies of the Purchase Orders for having supplied similar items/materials in India.
7. Two performance certificates of similar works should be provided.
8. Schedule of deviation from specifications / conditions – **Annexure C.**
9. Any other information the bidder like to provide with Date, Signature and Seal.

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

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

II) The '**Price Bid**' should contain only rates (**please attach additional sheet(s), wherever necessary**) (should be duly signed with seal and filled with date wherever necessary)

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

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

1.3 Each page of the tender except the Price & Delivery part shall be on printed letterheads or forms and bear the signature, date, name and designation of the person signing the offer. If they are not on letterheads, a rubber stamp indicating full name, address and phone No., Telex No., Fax No. etc. of the firm shall be affixed at the end of each page. The price & delivery part shall be as Annexure D attached.

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

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

1.6 All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount only will be considered.

1.7 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.

1.8 Any deviation/substitution in regard to the technical specification must be indicated in Annexure C of this tender document. Otherwise it shall be binding on the bidder to supply the items as specified in this tender specification.

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- 1.9 Please return/upload the tender papers including Conditions of Tender as well as the Annexures with your signature, rubber stamp and date affixed on each page.
- 1.10 All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender which do not comply with the above conditions are liable to be rejected.
- 1.11 All bids are to be submitted/uploaded on or before the due date and time. " **TENDER FOR SITC OF HIGH SPEED FLOW CYTOMETRIC CELL SORTER WITH ACCESSORIES (Quantity- 1 No) Ref. No. INS/L-5860/2024-2025(M)**".
- 1.12 Late and delayed tenders will not be considered. Therefore, tenderers shall ensure that the tenders are uploaded on or before the due date and time stipulated for receipt of bids.
- 1.13 **TENDERS RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED. Institute for Stem Cell Science and Regenerative Medicine (inStem) RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THERE OF.**
- 1.14 Individuals signing the bid form and other supporting documents must specify the capacity in which they sign, like -
 - a) Whether signing as a Sole Proprietor of the firm or his attorney.
 - b) Whether signing as a partner of the firm or his attorney
 - c) Whether signing as Director of a Limited Company.

2. CATALOGUE/TECHNICAL LITERATURE

All necessary catalogue/drawing literature/data and details of item/s as are considered to be essential for full and correct evaluation of the bid shall invariably accompany the bid.

3. EARNEST MONEY DEPOSIT

Bid Guarantee amount details are as below: -

| Sl. No. | Item Description | EMD Amount |
|---------|--|-----------------------|
| 1. | TENDER FOR SITC OF HIGH SPEED FLOW CYTOMETRIC CELL SORTER WITH ACCESSORIES (Quantity- 1 No) | Rs.5,91,000.00 |

The EMD/BGA shall be submitted by a DD (for outstation firms) or Banker's cheque (in case of local firm) from a Commercial Bank along with the bid, drawn in favour of "Institute for Stem Cell Science and Regenerative Medicine ". Alternatively, the EMD amount may be submitted by way of Bank Guarantee from a Commercial Bank valid for 6 months (no other mode of payment will be accepted). The BGA amount will be forfeited if the successful bidder fails to accept the Letter of Intent/ Purchase order or withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. The offers are liable to be rejected, at the discretion of the Institute, if they are not accompanied with BGA. No interest shall be payable by inStem for BGA amount. The BGA shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.

4. Micro and Small Enterprises (MSEs):

- a. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
- b. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- c. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

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5. PRICE

The Tenders to be quoted in INR. For imported goods, to be quoted in currency of the approved currency from RBI. The price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Despatch, Insurance, Agency Commission, if any, shall be paid after satisfactory installation & Commissioning of the goods. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

For indicating the price, the tenderers may choose any/all of the following:

- a) Ex-works (all other charges to be indicated separately).
- b) F.O.R. site (i.e. Freight, Packing & Forwarding, loading on to the transport, documentation etc. included.) Internal transportation, Freight, Insurance, etc. to be shown separately.
- c) F.O.B (cost of goods, Packing & Forwarding, Inland Transportation, Documentation, etc. till the item is loaded on to the cargo carrier). Freight & Insurance charges to be separately indicated.
- d) C.I.P (cost of goods, packing & forwarding, documentation, freight, insurance, etc. all included). However, freight & insurance charges to be indicated separately. **INSURANCE TO BE COVERED TILL inStem STORES.**

6. ELIGIBILITY FOR PARTICIPATION: -

Eligibility Criteria: This invitation for bids is open to Original Manufactures (OEM) /Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM /Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment. The bidder must be legal entity having a Permanent Account Number (PAN), Certificate of Incorporation, and Valid GST Registration Certificate is to be submitted

- i. This invitation is for "Class - I" and "Class - II" Suppliers as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI. Dept of DIPP" (OM No. P-4502/2/2017-PP(BE-II) dated 16th September, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure attached with the tender document.
- ii. For indicating the price, the tenderers may choose any/all of the following: The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' as the case may be.
- iii. Indigenous manufacturers and their authorized dealers are eligible and they will be considered as Local Supplier Class – I/II for price preference as per GOI Notification vide OM bearing No. F-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.
- iv. NON-LOCAL Suppliers are also eligible for participation in the tender as per relaxation on Global Tender Enquiry (GTE) on 354 Medical Devices Equipment as per OM. No.F.4/1/2023-PPD(pt.) dt.28/06/2024 which will be exempted from the Instructions issued vide OMs No. F/12/17/2019-PPD dt.15.05.2020 & 28.05.2020 regarding GTEs.

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- v. In pursuant of the clarification vide GOI Notification vide OM bearing No.P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that bidders offering imported products will fall under the category of Non-Local Suppliers and they can't claim themselves as Class – I Local Supplier / Class – II Local Supplier by claiming profit, warehousing, marketing, logistic, freight etc., as Local Value addition.
- vi. In pursuant of the OM bearing No.F.N.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered.

As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder to submit the following declaration on their Letter head.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is Registered with the Competent Authority.

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: -

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

7. The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.

8. **VALIDITY OF BIDS**

The bids shall be valid for a period of at least 180 days from the date of opening of the Price bids. Bids with shorter validity period are liable for rejection.

9. **DELIVERY AND INSTALLATION**

The tenderer should clearly mention the time required for supplying the item. The period of delivery will be counted from the date of receipt of the order. The delivery date is the date at which the equipment should be delivered and installed at inStem.

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10. **PACKING**
The item should be packed appropriately so that it can sustain transit hazards, multiple landing, warehousing, etc. during transit.
11. **PLACE OF DELIVERY AND INSTALLATION**
ALL DELIVERIES shall be effected to the INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE, GKVK Campus, Bellary Road, Bangalore-560065.
12. **GUARANTEE/WARRANTY**
The Entire system covered under this tender shall be subject to a guarantee for trouble free performance, workmanship, material etc., fulfilling the specifications mentioned in this tender for **12 months** from the date of commissioning. If any defect is found in the material, workmanship or performance during the guarantee period the same may either be repaired/replaced by the supplier as the case may be free of charge. The guarantee period for replacement of parts or repair work shall be same as above. A guarantee certificate to this effect should be forwarded to us with your invoice. For order placed on foreign suppliers, the supplier shall specifically confirm that their Indian representatives, if any, will provide with after sales service and will attend to any repairs or technical problems that may arise.
13. **PERFORMANCE B/G (Kindly refer to Annexure-E for BG format and checklist for BG to this document)**
The successful bidder shall have to execute a performance B/G in accordance with the guarantee/warranty for 5% value of the order. This B/G has to be executed on an appropriate value of stamp paper in terms of a bank guarantee drawn on any Nationalized Bank and shall remain valid till the completion of the Defect Liability period/warranty period, with **6 months** claim period.
14. **TAXES AND DUTIES**
The Institute shall deduct all taxes and duties, as applicable, from time to time from the bills payable.
15. **PAYMENT TERMS**
90% against delivery; balance 10% payable after installation subject to receipt of PBG for 5% order value, trail run and subject to acceptance by the group head through SAI and all other relevant documents, with Performance Bank Guarantee. The percentage of PBG will be determined based on the prevailing rules as of date of finalization of the tender. All claims shall cease as per the Limitation Act.
16. **CLARIFICATIONS**
After opening the bids, if it becomes necessary for the purchaser to seek clarifications from the bidders, the same will be sought from the bidders. In such an event, the bidders will furnish all technical information / clarifications to the purchaser to reach on or before the due date fixed for that purpose, indicating the Purchaser's tender reference. If the technical clarifications sought do not reach on or before the date fixed, the bids shall be summarily rejected without any further notice.
17. **RISK CLAUSE**
Notwithstanding the other terms therein, the Institute at its option will be entitled to terminate the contract and to avail from elsewhere; at the risk and cost of contractor; either the whole of the contract or any part which the contractor has failed to perform within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Institute may sustain by reason of such risk contract in addition to penalty.
18. **DISPUTE AND RESOLUTION**
Any dispute or differences that may arise between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, inStem or his nominee and his

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decision in the matter shall be final and binding upon the parties to the dispute. The venue for arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction. This arbitration agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called the Arbitration Act).

19. **OTHER TERMS**

- a) If electrical/ AC/ technical works contract, appropriate license defining the required expertise from the approved Licensing authority.
- b) The Institute, will at its discretion ask for a solvency certificate from your bankers.

20. **DEFINITION AND MEANINGS**

In constructing these conditions, specifications, etc. in the tender document or the Annexures/Appendices the following words shall mean herein assigned definitions except where the subject context is otherwise stated.

PURCHASER : Shall mean the INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE.

BID/TENDER : Shall mean the proposal/document that the BIDDER submits in the requested and specified form or otherwise along with Annexures, Appendices, etc.

BIDDER/TENDERER : Shall mean the firm/party who quotes against an enquiry.

CONTRACTOR/SUPPLIER : Shall mean the party to whom a Work Order/Purchase Order Is awarded to undertake all or a part of the work covered by this tender document as well as an amendment orders relating to this tender issued by the Purchaser and shall include his/their legal representative, assignee/s or successor/s.

CONTRACT : Shall mean and include the articles of agreement, Declaration form, the general and special conditions, the Annexures, the Schedule of Quantities & rates and the specifications attached hereto and the drawings, if any.

ORDER VALUE : Shall mean total value of the Purchase Order/Work order issued against this tender item including taxes, levies, etc..

21. **Technical Specifications**
See Annexure – 'A'

22. The Price shall be FOR INSTEM Stores.

23. INSTEM reserves the right to split the quantities or reject one or more offers in full or part without any reasons. Therefore, INSTEM decision is final and binding.

24. The quantity mentioned in the tender may be decreased/increased while ordering. However, the price quoted should be firm irrespective of change in the quantity.

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25. ACCEPTANCE OF TENDERS

INSTEM does not pledge itself to accept the lowest/ any tenders and reserves to itself the right to accept the whole or part of the tenders or a part of the quantity offered.

26. The Firm should quote in Rupees or FOR INSTEM basis for supply and installation.

27. Your Service Engineer should be fully trained to install the equipment and capable of maintaining the equipment during / after the warranty period.

28. LIQUIDATED DAMAGES

The successful bidder will have to agree that in case the item is not supplied within the agreed delivery schedule and after a grace period of seven days, then Liquidated Damages (not in terms of penalty) will be imposed automatically and be deducted from their bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.

Please enter unit price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.

29. Since we are a public funded research institution, we are exempted from paying Customs Duty (Except advalorem duty of 5% + 2% cess and 1% Cess Sec & High Edu. CESS vide Notification No.51/96 Customs dt: 23.07.1996, Notfn No. 28/2003- custom dt.: 01.03.2003, Notfn., as amended from time to time for research purposes only. This Registration is subject to terms and conditions mentioned overleaf. This registration is valid up to 31.08.2025).

30. FORCE MAJEURE CLAUSE:

a) Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 90 days, either party may at its option terminate the contract without any financial repercussion on either side.

b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.

31. Debarment of bidders by the institute for committing of offences or breach of contract will be governed by the provisions of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No. F/1/20/2018-PPD dated 02.11.2021 / relevant GFR provisions and based on approval of Nodal Ministry.

For and on behalf of
Institute for Stem Cell Science and Regenerative Medicine


-Sr Admin Officer-Purchase

GKVK, Bellary Road, Bangalore 560 065. India
Phone +91-80-61948096/8097/8098.
purchase@instem.res.in, www.instem.res.in

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Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23-Jul-2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General conditions. Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names), do hereby declare, in my capacity as of M/s. (name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
- 3) I certify that M/s. (name of bidder entity) **is not from such a country or, is from such a country (strike out whichever is not applicable)**, has been registered with the Competent Authority. I hereby certify that the SUPPLIER fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority is attached).
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

मूल कोशिका विज्ञान एवं पुनर्योजी औषधि संस्थान (डीबीटी-इन्स्टेम)

जैव प्रौद्योगिकी विभाग, विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार के अधीन एक स्वायत्त संस्थान

Institute for Stem Cell Science and Regenerative Medicine (DBT- inStem)

An Autonomous Institute under Department of Biotechnology, Ministry of Science & Technology, Govt. of India



इन्स्टेम
inStem

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Bid Security Declaration for Order Value > Rs.5 Lakh
(to be submitted on Company's Letter Head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature
of Authorized Signatory
and Company Seal

GKVK, Bellary Road, Bangalore 560 065. India
Phone +91-80-61948096/8097/8098.
purchase@instem.res.in, www.instem.res.in

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Certificate for Local Content

“We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under “Class-I Local Supplier” Category. As being “Class – I Local Supplier”, we are eligible for Purchase Preference under “Make in India” Policy vide GOI Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020).

OR

“We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under “Class-II Local Supplier” Category.

The details of the location (s) at which the local value addition made is/are as under:

- 1.
- 2.
- 3.

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

1. Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
2. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India Policy, if applicable.

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DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names),
do hereby declare, in my capacity as
of M/s (name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order and provisions of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No. F/1/20/2018-PPD dated 02.11.2021 and confirm that I/we have not been convicted of an offence and not engaged in any of the acts as mentioned below:

A bidder shall be debarred if he has convicted of an offence-

(a) under the Prevention of Corruption Act, 1988:

or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a Public Procurement Contract

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

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ANNEXURE – A
TECHNICAL SPECIFICATIONS and TECHNICAL EVALUATION CRITERIA WITH
MARKS

| Specifications | Evaluation marks |
|---|------------------|
| 1. State-of-the-art highspeed cell sorter should be equipped with five spatially separated solid state LASERs viz., 355 nm, 405 nm, 488 nm, 561 and 633/635/640 nm lasers with five independent pin holes for signal detection. The system should be upgradable on site with more lasers, respective optics and electronics thereof. a. 355 ± 10nm pre-aligned with fixed optics b. 405 ± 10nm pre-aligned with fixed optics c. 488 ± 10nm pre-aligned with fixed optics d. 561 ± 10nm pre-aligned with fixed optics e. 640 ± 10nm pre-aligned with fixed optics | 20 |
| 2. The equipment must have ability to detect at least 18 or more true fluorescence channels (colors) in addition to at least one forward and one side scatter simultaneously from the given 4 lasers. The system should be upgradable up to 20 parameters. Fluorescence sensitivity should be high and it is a critical requirement and it should be less than 100 MESF for FITC. | |
| 3. Alignment of all the lasers and optics must be fixed. | |
| 4. All the fluorescence detector channels and forward and side scatter channel must be designed with photo multiplier tube (PMT) and/or avalanche photodiode (APD) or equivalent for achieving best resolution even for dimly stained population. | 15 |
| 5. The system should have a digital signal processing and should allow threshold to be set on all available channels simultaneously in any combination of all available parameters during acquisition. | |
| 6. The system should be able to perform colour auto-compensation of all possible spectral overlaps for up to 18 or more colors, and inter-laser compensation for 5 lasers in addition to manual compensation. | |
| 7. The instrument should have a provision of temperature control at least in the range of 4°C and 37°C during sample acquisition and sorting. It should have sample mixing accessories. | 20 |
| 8. The system should have the provision of auto-calibration. | |
| 9. The system must be able to perform high-speed cell sorting with acquisition and sorted speed of at least 70,000 events per second (EPS). | |
| 10. Flow rate adjustment (10-80 ul/min) and manual drop delay setting is required | |
| 11. The purity of sorted cells should be at least 95% at all sorting speeds. | |
| 12. The system should have a proven 4-way sorting capability | 15 |
| 13. Single-cell sorting into 96-well dishes | |
| 14. The sorter must have jet-in air (preferable) or fixed alignment or cuvette-based technology for sample acquisition and sorting for better cell viability after sorting. | |



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| | | |
|--|--|----|
| 15. | The instrument should be provided with at 4 different sizes of nozzles ranging from 70um to 130um. These nozzles should be replaceable by the end user. | 15 |
| 16. | Ultrasonic nozzle cleaner should be provided along with the sorter. | |
| 17. | The system should be able to take the input sample form tubes of 1 ml to 15 ml capacities and provide the output into tubes of 1ml to 15ml capacities | |
| 18. | The system must be equipped with automated cell deposition unit / similar assembly for plate sorting in plates with up to 96-wells and 384 wells. | 10 |
| 19. | The system should comply with international or equivalent Indian safety standards | |
| 20. | The system should come with analysis software that must be able to perform standard data analyses, cell ploidy analysis, cell proliferation analysis & stem cell enumeration of gated populations. | |
| 21. | Analysis software should have linear, log and-linear (hybrid) scales to analyse the data | |
| 22. | The system must be supplied with inbuilt or within external and suitable aerosol evacuation system | |
| 23. | The system computer should be supplied with acquisition and analysis software with additional licenses for offline analysis. The system must be supplied with the suitable and latest OEM branded workstation compatible with the supplied flow cytometer and cell sorter, 160 GB Hard Drive, DVD/CD-ROM Read/Write Combo Drive, two interconnected 27" LED monitor/s and laser-based color printer of reputed brand should be provided. | |
| 24. | Compatible UPS for at least 30-minute standby time of the supplied flow cytometer and cell sorter must be provided. | 5 |
| 25. | Cleanroom compatible table should be provided for the sorter and its associated workstation | |
| 26. | User list along with performance and/or installation certificates should be provided from at least 3 users of the same quoted configuration. | |
| 27. | The supplier should have proven capability in after-sale engineering service and application support in the field of flow cytometry instrumentation in India. Comprehensive warranty of 5 years including spare parts , labour, service visits, and all aspects related to the operation of the instrument should be provided. | |
| 28. | The bidder must provide on-demand demonstration and trainings onsite at free of cost. | |
| 29. | Reagents (cleaning solution 20L, preventive maintenance kit- 2, sheath solution 200L, FACS Lysis Buffer -2 quantities, Rinse solution – 2L & related buffers) should be provided free-of-cost for safe installation & demonstrations of the instrument | |
| <p>Evaluation will be carried out and those Bidders who score 70% in each attribute and 75% overall will qualify for Price Bid Opening. Thereafter, Financial proposal shall be evaluated. The Commercially LOWEST BIDDER shall be the first preferred Vendor for award of Order. Bidders should quote for all the points as per the NIT specifications covered in the Technical Evaluation Criteria (i.e. with and without marks) The Bid will be treated as not complied if the above condition is not fulfilled.</p> | | |

GKVK, Bellary Road, Bangalore 560 065. India

Phone +91-80-61948096/8097/8098.

purchase@instem.res.in, www.instem.res.in

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ANNEXURE - C

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

| |
|--|
| |
|--|

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. [State NIL if no deviation is envisaged].

Signature

Name

Designation

Name of the company

Date

Seal of the company

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**ANNEXURE - D
COVER – II PRICE BID**

**TENDER FOR SITC OF HIGH SPEED FLOW CYTOMETRIC CELL SORTER WITH ACCESSORIES
(Quantity- 1 No)**

| Sl. No. | Item Description | Qty | Unit Price | Total Price |
|---------|------------------|-----|------------|-------------|
| | | | | |

Please enter Unit Price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.

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ANNEXURE-E

BANK GUARANTEE

(TO BE EXECUTED ON THE NON JUDICIAL STAMP OF VALUE NOT LESS THAN Rs.200/- BOUGHT IN THE NAME OF THE BANK)

NAME & ADDRESS OF THE BANK _____

BANK GUARANTEE NO. _____

DATE OF EXPIRY: _____

LIMIT OF LIABILITY: _____

PO/WO NO. & DATE: _____

TO

INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE
GKVK CAMPUS, BELLARY ROAD, BENGALURU -560065

Dear Sir,

1. In consideration of M/s. INSTITUTE FOR STEM CELL SCIENCE AND REGENERATIVE MEDICINE, (hereinafter called the Institute), having agreed to issue PO/WO to M/s. _____ (hereinafter referred to as the Vendor), for having awarded the Supply Contract/works Contract vide PO/WO No. _____ dt. _____ in favour M/s _____ having registered office at _____ (hereinafter referred to as the CONTRACTOR), for the execution of the works on terms and conditions set out in the PO/WO mentioned above as "CONTRACT" documents, valued at Rs. _____ (Rupees _____) the same having been accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a performance bank guarantee for the obligations/liabilities under the contract equivalent to Rs. _____ (Rupees _____), we hereby undertake to pay to the Company an amount not exceeding Rs. _____ (Rupees _____ only) on a mere demand made by the Company.
2. On a demand being made that the sum is due, the Bank shall pay without demur or contestation the amount covered by the guarantee and any demand by the Company that the money is due shall be conclusive and binding on the Bank.
3. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount / amounts from time to time under this guarantee upto Rs. _____ and the guarantee shall not become invalid or infructuous because of the partial demand or demands made by the Company.
4. We _____ (Name of Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's branch _____ (Mentioning the name & address of Branch) and they shall honour such demand in any case not later than next working day.
5. It is further agreed that any time given to the Customer or forbearance with regard to performance by the Customer shall in no way affect the liability of the Bank and this Bank Guarantee will be in full force.
6. It is also agreed that we, _____ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

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Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to _____ (Rupees _____). This Guarantee shall remain valid up to _____. Unless a claim is writing is lodged with us within the above mentioned date i.e. on or before _____, all rights under this Guarantee shall be forfeited and we shall be released and discharged from all liabilities under this Guarantee.

We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

Dated _____ day of _____ 2024

Important Note:

While purchasing the stamp paper,

The first party shall be the Bank.

The second party shall be "Institute for Stem Cell Science and Regenerative Medicine" (REMARK: NAME OF INSTITUTE SHALL BE TYPED IN FULL UPTO WHICH IT APPEARS ON THE STAMP PAPER)

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The signature of the bank employee on all pages of the document along with the employee code may be ensured while submitting the PBG.

CHECKLIST FOR BANK GUARANTEES (BG) FOR EACH BG

Name of the Party submitting BG:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.: AND BG Date:

BG Value:

BG Validity/Expiry Date:

| SL No. | Particulars | Yes/No |
|--------|---|--------|
| 1 | Is BG as per approved format | |
| 2 | Is the BG issued by the specified category of Banks (Scheduled Commercial Bank/Nationalized Bank etc. as specified in the contract) | |
| 3 | Is the BG executed on stamp paper of adequate value i.e., Rs.200 and obtained in the name of Bank issuing the BG? | |
| 4 | Is the date of sale of stamp paper prior to the date of the BG? | |
| 5 | Is BG referring to the relevant PO/WO/agreement/tender, if any, | |
| 6 | Does the BG bear the number, date and seal of the issuing Bank? | |
| 7 | Is the BG signed on all pages by the authorized bank officers along with name, designation & code number? | |
| 8 | Whether the BG validity period is as per the requirement? | |
| 9 | Whether issuing bank has confirmed that SFMS has been sent to the advising bank? | |