



सी एस आइ आर – भारतीय समवेत औषध संस्थान
(वगत समय में आरआरएल जम्मू के रूप में जाना जाता है)

नहर रोड, जम्मू(180001तवी-) भारत

फोन2569001-0191 : से 10, फैक्स2569019 : , 2569023

जीएसटी संख्या: 01 AAATC271 6R1 ZT

Email: dilip.spo@iiim.res.in/purchase@iiim.ac.in

Tender Notice No.08(38)/2021/P-AMC

Dated : 18.11.2021

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Title – AMC OF FLOW CYTOMETER (QTY. ONE)– AS PER ANNEXURE-VI

The Director, CSIR-IIIM, Jammu invites bids in for AMC of Flow Cytometer to be used in this institute for Research and Development work. The bidders are requested to submit bids in **Sealed Envelopes**, strictly as per the specifications, terms & conditions mentioned in the tender document.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Schedule of Requirement
Annexure-III	Price reasonability Certificate
Annexure-IV	Questionnaire
Annexure-V	Terms and Conditions
Annexure-VI	Specification / Requirement
Annexure-VII	Tender Acceptance letter
Annexure -VIII	Manufacturer's Authorization Form
Annexure -IX	Compliance Sheet
Annexure -X	Price Schedule

CRITICAL DATE SHEET

Tender No	08(38)/2021/P-AMC
Name Of Organization	CSIR-IIIM - JAMMU
Tender Publishing Date	18.11.2021 at 06.00PM
Document Download Start Date & Time	18.11.2021 at 06.00PM
Bid Submission Start Date and Time	18.11.2021 at 06.00PM
Bid Submission End Date and Time	25.11.2021 at 3.00 PM
Date and Time for Opening of Bids	26.11.2021 at 3.00 PM
Address for Communication	Stores & Purchase Officer CSIR-Indian Institute of Integrative Medicine Canal Road, Jammu - 180 001, India Email:- purchase@iiim.ac.in

**Stores & Purchase Officer
For and On behalf of Director, CSIR-IIIM**

INSTRUCTIONS FOR BID SUBMISSION

1. The tender form/bid documents may be downloaded from the web site: <https://eprocure.gov.in/epublish/app>
2. Bids are invited in **Single Bid System** in sealed envelopes clearly mentioning our RFQ no. and due date of submission of bids.
4. Tenderers/bidders are requested to regularly visit the website: <https://eprocure.gov.in/epublish/app> Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
6. EMD will be - in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque in favour of Director, CSIR-IIIM, Jammu. The EMD has to be submitted in offline mode with quote.
7. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
8. The Director, CSIR-IIIM, Jammu reserves the right to accept or reject any or all the tenders.
9. The Firms are also required to upload copies of the following documents:
 - a. GST Certificate/Scanned copy of GST No of the Firm.
 - b. Scanned copy of PAN Card in the name of firm/proprietor.
 - c. Scanned copy of completed Questionnaire.
 - g. Scanned copy of RTGS/Bank details of the firm
 - h. Scanned copy of undertaking duly filled in and signed by owner/proprietor of firm with legible name, mobile number & E-mail ID etc.
 - i. Scanned copy of duly Signed and stamped Manufacturer's Authorization Form as per Annexure VIII
 - j. Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure-IX
 - k. The bidders are requested to furnish the user list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplied to any Govt. R&D institute during the past 1-2 years **OR most recent purchases.**

Stores & Purchase Officer
For and On behalf of Director, CSIR-IIIM

SCHEDULE OF REQUIREMENTS

Name of Purchaser: The Director,
CSIR-Indian Institute of Integrative Medicine Canal Road,
Jammu - 180 001, India

Shipping Address: The Director,
CSIR-Indian Institute of Integrative Medicine Canal Road,
Jammu - 180 001, India

Documents/Papers, EMD (if applicable) to be submitted with online Bids: (In the absence of these, tender cannot be considered).

S. No.	DOCUMENTS REQUIRED
1	Scanned copy of duly signed and stamped Certificate regarding Reasonability of Price as per Annexure III
2	Copy of Duly completed Questionnaire as per Annexure IV
3	Tender acceptance letter as per Annexure VII
4	Manufacturer's Authorization Form as per Annexure VIII
5	Compliance sheet as per Annexure IX
6	Price Schedule as per Annexure X (with detailed prices neatly typed with sign and stamp in pdf format) and BOQ (excel format)
7	Scanned copy of user list. Further bidders are also requested to submit at least 2-3 purchase order copies of similar item(s) supplies to any Govt. R&D institute during the past 1-2 years OR any last purchases/contracts
8	Copy of GST No of the firm.

PRICE REASONABILITY CERTIFICATE

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Currency)_____.

We would like to certify that the quoted AMC price are the minimum and we have not quoted the same AMC on lesser rates than those being offered to CSIR-IIIM to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer

QUESTIONNAIRE

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW IN CASE A QUESTION DOES NOT APPLY TO A BIDDER THE SAME SHOULD BE ANSWERED WITH THE REMARK **"NOT APPLICABLE"** BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EV ASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1.	Bid No	Date of opening on
2.	Bid Validity is 90 days	(Yes / No)
3.	Brand of Goods offered	
4.	Name & Address of Manufacturer	
5.	Place of the Manufacturer	
6.	Whether Manufacturer authorization certificate attached	
7.	If Indian Agent is quoting on behalf of Foreign Principal ? If Yes, the Certified Copy of agency agreement is attached or Not	(Yes / No)
8.	What is your PAN	
9.	What is your GST Number	
10.	Are you a small scale unit currently registered with the National Small Industries corporation (NSIC) under single point Registration scheme for the item(S) quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit on your registration.	
11.	State whether business dealings with you have been currently banned by any Ministry/deptt. Or Central Govt. or any State Govt	
12.	Whether the billing and supply will be done by the firm directly or by authorized dealer. Please reply and mention all the details including name, mobile number, E-mail of the same. The authorized dealer may be different on the basis of location	

Signature of Tenderer

TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT

1	The Annual Maintenance Contract (AMC) will be valid for ONE YEAR OR for a period mentioned in Award letter from the date of work award order.
2	As Annual Maintenance Contract (AMC) shall be placed with OEM or their Authorized Service Provider only who are authorized for giving/supplying the services/ stores. You are requested to submit your authorization certificate along with your quotation.
3	The schedule of requirement must be followed and required documents must be uploaded by bidder otherwise the bid will not be considered.
4	Your offer shall be valid for Ninety (90) days from the date of opening of the quotation. No revision in price will be allowed after opening the bid(s).
5	Price bid should be given as per format in PDF and BOQ. All statutory taxes like TDS, TDS on GST etc. will be deducted from the quoted price. No claim is be entertained as these taxes are extra. Therefore Prices are required to be quoted clearly mentioning of basic cost, taxes etc. in your quotation.
6	Discount: Institutional discount if any should be mentioned clearly
7	GST/other Govt. Levies will be paid at actual and the prevailing rates of GST and other tax etc, if any may be mentioned separately. No other charges than those mentioned clearly in the quotation will be paid
8	Manual/Offline bids shall not be accepted under any circumstances. No fax/E-mail quote would be accepted.
9	Reasonability of Price : The bidders are requested to furnish the user list of same instruments / equipments with contact details. Further also submit at least 02-03 AMC copies of similar items(s) with other Govt. R & D Institute / Department / University / Organization during the past 1-2 Years OR any last purchases/contracts
	Fall Clause : The fall clause will be applicable : "In case your firm supplies or quotes a lower rate for the tendered item to other Governments, public sector or private organizations, your firm will have to reimburse the excess payment
10	Conditional bid(s) shall not be considered and will be summarily rejected.
11	The AMC firm shall employ only Indian National above 18 years of age after verifying their antecedents and loyalty. It is your responsibility to comply with the statutory requirements of safety precaution and payment on compensation.
12	CSIR-IIIM is not responsible for any disability or casualty caused to workers/ service engineer while performing the services and no claim for any payment on compensation on such ground will be entertained.
13	If any fire/ damage or any type of mishappening occurs while maintenance/servicing of equipment(s) in CSIR-IIIM premises, the successful bidder will indemnify all the expenses occurred on this account.
14	If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm/party at the risk and expense of the contractor. Suitable action as deemed fit will be initiated against the successful bidder.
15	You will be responsible for adhering to all the tender conditions.

16	The bill should accompany the Original Service report and the Payment Term is - 50% after completion of first six months subject to satisfactory service certificate given by the concerned user and remaining 50% after completion of contract period subject to satisfactory service certificate given by the concerned user. No other payment terms will be accepted.
17	The Bidder should not have been declared Bankrupt by any statutory body.
18	The Bidder will assume total responsibility for the fault-free operation of equipment, application software if any, and maintenance during the service period and provide necessary maintenance services after end of service period, if required.
19	The bidders who have been suspended/ blacklisted/banned by Central Government Institution, State Government Institution, PSU etc shall be ineligible for participation in the bidding process.
20	<p>DISPUTE SETTLEMENT: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>a. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the DIAC shall be final, conclusive and binding on all parties to this order.</p> <p>(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p> <p>Notwithstanding any reference to arbitration herein, The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.</p> <ul style="list-style-type: none"> • All disputes will be subject to Jammu U.T. jurisdiction only.

**Stores & Purchase Officer
For and On behalf of Director, CSIR-IIIM**

Annexure VI

Details of Requirement / Specifications (AMC of Flow Cytometer) Qty-01 No.

Nature of AMC :	Comprehensive
Brief Scope of Work :	Comprehensive Maintenance Contract for Flow Cytometer includes technical backup and training at site
Name of the Instrument :	FACS ARIA III SORP LAZER FLOWCYTOMETER.
Model & Serial No. :	FACS ARIA III & P65011025001
Name of the Manufacturer/Firm	BD BIOSCIENCES
Expected CAMC Tenure	1 Year
Preventive Maintenance (PM)	04 (Four)
Breakdown Maintenance (BM) -	As and when needed.

Annexure VII

To

Date :

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s) namely: _____
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to page No. _____ (including all documents like annexure(s), schedule(s) etc, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.
6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

MANUFACTURERS' AUTHORIZATION FORM

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

Date: (insert date (as day, month and year) of Bid

submission) Tender No: (insert number from Invitation

for Bids)

To (insert complete name and address of

Purchaser) WHEREAS

We (insert complete name of Manufacturer), who are official manufacturers of (insert category 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 Goods, manufactured by us (insert the category of Goods), and to subsequently negotiate to sign the Contract.

We hereby confirm that we shall be solely and fully responsible in case of discrepancy with regard to quality, quantity, Packages or defects at the time of supply/usage. In such cases we shall provide free replacement immediately.

Signed (insert signature(s) of authorized representative(s) of the

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

of the Manufacturer) Title (insert Title)

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

Dated on.....day of, (Insert date of signing)

Annexure IX

Compliance Sheet

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

Yours faithfully,

(Signature of the Bidder with official seal)

Annexure X

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA IN INR (Attach separate sheet in pdf format as per proforma if no. of items don't fit in here)

Name of the Bidder _____

Tender No. _____

Sl. No	2	3	4	5	6	7	8	9	10	11	12	13
	Item Description	Country of Origin	Unit	Qty	Rate	Total price	GST With HSN Code. (Inclusive OR Exclusive) Mention the Rate & Value of GST	Packing & forwarding up Lab/Instt, if any.	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.	Delivery Period	Guarantee / Warranty

Total Bid price in Indian Rupees _____ in words.

Delivery Period - _____

**Signature of Bidder
Name & Address**

Note:

(a) The cost of optional items should be indicated separately.

(b) Cost of spares _____

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD (Attach separate sheet in pdf format as per proforma if no. of items don't fit in here)

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6		7		8		9	10	11
S.No	Description of Item	Country of Origin	Unit	Qty	Unit Price (Mention Currency)		Total Price (5x6)		Charges for Insurance and Transportation to Port/Place of Destination		Total Price (7+8)	Delivery Period	Guarantee / Warranty
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF/CIP		

Total Bid price in foreign Currency _____ in words.

Delivery Period _____

Signature of Bidder

Name & Business Address:

Note: (a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

(c) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents .

(d) The cost of option items shall be indicated separately.