

INVITATION FOR TENDER FOR SUPPLY OF EQUIPMENT

Sealed tender offers are invited in two separate sealed covers (Technical and Commercial offers) from eligible Indian manufacturers/suppliers or foreign manufacturers through their direct Indian Agents for the supply of the **Magnetic Activated Cell Sorter MidiMACS Starting Kit (LS)**. Interested vendors, who have adequate credential for supply of these items, are requested to send their sealed bids under a **Two-Bid System** of the Equipment with their Detailed Technical Specifications given at **Annexure-I** and General Terms & Conditions given at **Annexure-II**.

In addition, the vendor must submit a signed “declaration” form as given in **Appendix-III**. The Tender be sent in a sealed packet, containing two separate sealed envelopes for each of the items mentioned in Annexure-I (one for Technical Bid and the other for Commercial Bid). Each envelop should be duly superscripted with (i) the Tender Notice No. given in the table below (ii) content of the envelope (i.e. Technical Bid / Commercial Bid) and (iii) the “description of the stores” as given in Annexure-I to:

Prof. Suman Chakraborty, Head
School of Medical Science and Technology
Indian Institute of Technology Kharagpur
Kharagpur - 721302, West Bengal

Tenders should reach the addressee not later than the “Last date and Time” mentioned in the Table below:

Tender Notice No.	IIT/SMST/DJ/JC/ENQ-11/2018-2019 Dated. 5th November , 2018
Last date and Time of receipt of Tender	27th November, 2018, 3.00PM
Time and date of opening of bids	27th November , 2018, 3.30PM
Place of Opening of Tender	School of Medical Science and Technology, IIT Kharagpur,Kharagpur-721302
Address of communication	As mentioned above
Contact telephone no.	03222-282220

The Technical bids will be opened in the presence of the vendors/their authorized representatives and will be evaluated first. Price bids will be opened (to be notified separately), only of those firms, who will be found technically qualified/short listed, after evaluation of their technical bids. The Institute reserves the right to accept or reject the bids/tender or take any decision as deemed fit.

Head of the Department
School of Medical Science and Technology

Copy to: 1.PIC, IIC –with a request to upload the tender document in the Institute website

2. Notice Board

Magnetic Activated Cell Sorter MidiMACS Starting Kit (LS)

Components:

- MidiMACS Separator
- MACS MultiStand)
- LS Columns
- One MACS Cell Separation Reagent of choice (includes only reagents with a capacity of up to 2×10^9 total cells)

Annexure -II

GENERAL TERMS AND CONDITIONS

1. **Bid:** The tender be sent in a **sealed packet, containing two separate sealed envelopes (one each for Technical Bid and Commercial Bid)** the items mentioned in **Annexure-I**. Each Technical Bid and Commercial Bid should be duly superscripted with (i) the **Tender Notice No.** given in the tender notice (ii) content of the envelope (**i.e. Technical Bid / Commercial Bid**) and (iii) the **'description'** as given in Annexure-I. Technical Bid should have a copy of the **price bid with prices masked**. All these envelopes must be placed inside a **single sealed envelope** quoting reference number on the top of the envelope and sent to the address mentioned in the tender notice so as to reach the addressee by the **last date and time** mentioned. Quotations received after the last date and time will not be entertained.

2. The Original Equipment Manufacturer (OEM) may either bid directly or authorize their Country Regional/State Distributors /Dealers/Vendors, to quote with **bid authorization certificate**, (to be included with **the technical bid**).

3. The bidder should provide along with each technical bid:

- (i) Technical brochure / application notes
- (ii) Point by Point Compliance Statement.
- (iii) One year on site comprehensive warranty from the date of successful installation and commissioning.
- (iv) Name and Status of the Tenderer (attach document if registered company/proprietorship/partner.
- (v) Details of key top official/authorized official (attach details)
- (vi) Names and address of the vendor's three largest clients, to whom similar products services were extended and amount of transaction to such clients.
- (vii) Whether OEM/representing foreign principal (attach copy of certificate/authorization)
- (viii) Name and Address of the Indian Agent who will be responsible for maintaining the equipment during the entire period under warranty.
- (ix) A copy of agency agreement entered into with the principal indicating the nature of after sales services of Indian Agent, precise relationship and mutual interest in the business.

4. **Deviation** from specification: If the tenderer makes any deviation from the specification given in Annexure-I the same must be prominently brought out in the body of the tender. If any additional item is needed to meet the specification the tenderer should quote for the total including the additional item required to meet the given specification.

5. Each Commercial Bid should have all the commercial documents, agreements and Price Bid.

6. Bidders are to enclose the following documents:

(i) Current Income Tax and Sales Tax clearance Certificates and PAN No (attach copy).

(ii) Banker's Solvency Certificate.

(iii) Summary of Audited statement of Accounts for the last three years to be enclosed.

7. **Price:** (i) Domestic tenders are to quote and accept their payment in Indian currency.

(ii) Indian agents of foreign suppliers are to receive their agency commission in Indian currency.

(iii) Cost of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and will be paid accordingly in that currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and will be paid in Indian currency.

(iv) For imported items both F.O.B. & C.I. F. Kolkata price by air are to be quoted.

(v) The price of imported items shall be quoted with cost break-up indicating the applicable prices for each component (landing and clearing charges and commission to Indian agents).

(vi) The price should be without Customs Duty and Excise duty. Since IIT Kharagpur is exempted from the payment of Customs and Excise Duties.

(vii) Excise Duty Exemption/Custom Duty Exemption Certificate and Inter-state transit Way Bill (Form-50) will be issued only in favour of the bidder and address as mentioned in the Purchase Order.

(viii) The purchaser will not pay separately for Transit Insurance.

(ix) Price should be quoted for supply, installation and commissioning at IIT Kharagpur.

(x) Discount, if any, should be indicated separately/prominently.

(xi) Offers should normally be on fixed and firm price basis. Any clause making price variation will not be acceptable.

(xii) **Period of Validity:** Bids shall remain valid for acceptance for a period of **60 days** from the date of opening of the price bid

8. **Late Tenders:** Tenders received after the due date and time will not be accepted.

9. Bid once submitted shall be the property of IIT Kharagpur and shall not be returned to the vendor at any time.

10. A bid submitted with false information will not only be rejected but the vendor may also be debarred from participation in future tender process.

11. Canvassing in any form will not only lead to rejection of the bid but the vendor may also be debarred from participation in future tender process.

12. **Opening of quotation:** Every quotation will be opened in the School of Medical Science and Technology, IIT, Kharagpur at the time and on the date indicated on the tender form. A firm may send its accredited representative(s) to witness the opening if it so desires. The person(s) attending the bid opening session should be delegated with appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Officer of the Company to sign such document. At most two persons on behalf of each company will be allowed to participate/attend the bid opening session.

13. The Institute does not bind itself to offer any explanation to those bidders whose technical bids have not been found acceptable.

14. **Opening of Price Bids:** The Price Bid(s) of only those vendor(s) who are found technically qualified will be opened and the same will be opened before the technically qualified vendor(s). The date for opening of price bids will be **notified separately**.

15. The authority of IIT Kharagpur does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof.

16. The order acknowledgement should be issued within three days after receipt of the official purchase order.

17. **Delivery of Stores:** The store items be supplied within 45 days from the date of receipt of the Purchase Order. Imported items should be air lifted within 30 days from the date of receipt of the Letter of Credit copy.

18. **Measurement/Weight:** Net/Gross of the Consignment is to be specified. Use Air Worthy package (as applicable) duly certified with documents.

19. a) **Consignee:** All stores are required to be consigned to the **Head, School of Medical Science and Technology, Indian Institute of Technology, Kharagpur, West Bengal, Pin-721302**.

b) **Disposal of Despatch Documents:** The railway receipt/PWB/Consignment Note along with the quadruplicate copy of the relevant bill and two copies of the priced challan should be dispatched to the Head, School of Medical Science and Technology, IIT Kharagpur immediately on completion of dispatch. If these documents do not reach the Head of the Department in time all wharfage/demurrage incurred, if any, will be recoverable from the suppliers.

20. **Liquidated Damage:** In the event of failure to deliver the stores beyond the specified date, liquidated damages @ 1% per month or part thereof in respect of the value of stores will be deducted, subject to a maximum of 5%; alternately the order will be cancelled and the undelivered stores purchased from elsewhere at the risk and expense of the vendor.

21. **Patent Rights:** The supplier shall indemnify the purchase against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from use of the goods or any part thereof in India.

22. **Validity of licenses:** Software's licensing price or policy (if any) shall be clearly mentioned. All licenses should be perpetual. All the accessories shall be from the same OEM

23. **Quality & Specification of Stores:** The stores offered should be of the best quality available, unless otherwise specified confirming strictly to the specification cited. The Institute reserves the right to reject such stores as are found unacceptable on these grounds.

24. **Installation and Commissioning:** Free of cost at IIT, Kharagpur. Installation must be completed within 15 days from the date of receipt by this institute. The presence of Service engineer from the Principal at the time of installation is essential.

25. **Payment:** (i) Payment for indigenous items and also imported items quoted in Indian Rupees shall be made only after completion of supply, Installation and commissioning of the system to the entire satisfaction of the purchaser. **No advance/mobilization support, is payable against supply of stores.**

(ii) Where items are imported and the payment is desired to be made to their foreign principals directly, the same will be made against **Irrevocable Letter of Credit only.**

(iii) The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to IIT Kharagpur by the selected OEM/vendor.

26. Tenderers shall submit along with each of their Commercial Bids

(i) Complete postal address, email address and tele links for contact persons in principals and Indian agent offices dealing with this purchase.

(ii) Full name and address of the beneficiary on whom order has to be made.

(iii) Name and Full address of the Banker of the beneficiary along with bank details

(Account no. Type, IFSC Code, Swift Code etc.)

27. The person/officer signing the tender/bid documents should be delegated with an appropriate Power of Attorney (duly endorsed by a Notary Public) by the Chief Executive Office/Managing Director of the Company to sign such documents.

28. **One Agent can not represent two suppliers or quote on their behalf for the same item at the same time.**

29. **Warranty: The equipment as well as the modules should have minimum warranty of one year from the date of purchase.**

IMPORTANT

1. Director may accept or reject any or all the bids in part or in full without assigning any reason and does not bind himself to accept the lowest bid. The Institute at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the Purchase Order.
2. The OEMs/Vendors need to submit a certificate during opening of technical bids that they are not currently debarred or blacklisted in IIT Kharagpur for any supplies, products or services, or at present in any national organization or educational institute/university.
3. In case of any dispute, the decision of the Director of this Institute shall be final and binding on the bidders.
4. For any query pertaining to this bid document, correspondence be addressed to:

(Attn: Dr. J. Chatterjee)

School of Medical Science and Technology

Indian Institute of Technology, Kharagpur, West Bengal, Pin-721302

Phone No: 03222-282302

5. In case the due date for opening tender happens to be a holiday, the same will be opened on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed on Saturday & Sunday.

Head of the Department
School of Medical Science and Technology
Indian Institute of Technology, Kharagpur

DECLARATION

1. I, -----Son /Daughter of Shri -----

Proprietor/Partner/CEO/MD/Director/Authorized
Signatory of M/s. ----- am competent to sign this
declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
2. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
3. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorized Person

Date: -----

Full Name: -----

Place: -----

Company Seal: -----