



**GLOBAL TENDER NOTIFICATION  
(Through e-procurement portal only)**

The Director, NIMHANS invites tender from eligible tenderers through the Karnataka Government E-Procurement portal for supply of following equipment's.

Sl. No.	Name of the Item	Quantity (in Nos.)	EMD (in )Rs.
1.	Large Volume LN2 Container – for storing samples	01	42,000/-

**Tender Schedule**

Downloading of Tender documents from website - <a href="https://eproc.karnataka.gov.in/eportal/index.seam">https://eproc.karnataka.gov.in/eportal/index.seam</a>	From 17.07.2019 Onwards
Last date for tender enquiry	24.07.2019 upto 11:00 AM
Tender submission last date and time	16.08.2019 upto 11:00 AM
Technical bid will be opened online by the authorized officer on	17.08.2019 at 11:00 AM

Sd/-, Director

**TENDER DOCUMENT**

**Terms and conditions**

1. The bid documents should be uploaded in E Procurement portal only on or before the **due date**.
2. The tender bid should be valid for **four months** from the due date. **NIMHANS, Bengaluru will not take any responsibility for any technical issues.**
3. **Earnest Money Deposit (EMD):**
  - 3.1. The (EMD) shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using the following payment modes:
    - a. Credit Card.
    - b. Direct Debit.
    - c. Net Banking
    - d. National Electronic Funds Transfer (NEFT)
  - 3.2. The EMD shall not bear any interest and will be refunded to
    - a. successful tenderer on receipt of Agreement and Bank Guarantee.
    - b. unsuccessful tenderer upon finalization of tender bid and award of tender to successful bidder.
    - c. all the tenderers if the tendered item is cancelled or retendered.
4. The tender documents and all correspondence's relating to the bid should be in **English language only**.



**5. Technical bid should comprise of (uploaded copy of documents should be self attested and stamped) -**

- 5.1 Brochure/Catalogue and Data sheet of the equipment.
- 5.2 Proprietary certificate from the manufacturer mentioning the unique technology or feature/s mentioned apart from the brand name (If applicable).
- 5.3 Pre requirements required at the installation site (Before submitting the bid, the tenderer should make pre-visit to the installation site and indicate the requirement along with the price bid wherever necessary)
- 5.4 Delivery Period of the item to be supplied and Time required for installation from the date of purchase order has to be indicated.
- 5.5 List of Institutes where the equipment has been supplied.
- 5.6 Copy of GST, PAN, TIN document
- 5.7 Whether tenderer is manufacturer / accredited agent / sole representative, indicate details of principal's name & address. The offers of tenderer who are not manufacturer or direct authorized agent will be summarily rejected. Sub- distributors will not be accepted.
- 5.8 Non – blacklisting certification that the firm has not been blacklisted in the past by any government/Private institution and certification for No Vigilance/CBI case pending against the firm/supplier by making an affidavit on non – judicial stamp paper of `10/-.
- 5.9 Declaration towards acceptance of all terms and conditions should also be provided.

**6. Price Bid should comprise of-**

**6.1. Quotation should be only for Ex-NIMHANS** and should have detailed information as per tendered specifications (such as main equipment cost, each article wise/spares rates, taxes, other Government levies, Customs duty, any local agency commission, transportation, delivery of the equipment to the Institute premises, installation and commissioning etc. separately along with total cost) with manufacturers name, License number and name of the brand/make. Tender bids without price bid/quotation will be rejected.

- a) In case of Import, Customs Duty will be considered only at 5.5% of the total Purchase order value and the required Customs clearance documents will be provided by NIMHANS on prior intimation (atleast 5 working days prior intimation) of shipment along with details and relevant documents from the supplier.
- b) If the tenderer is quoting in Indian Rupees (INR) for items NOT MANUFACTURING IN INDIA (NMIC), the CUSTOM DUTY EXEMPTION CERTIFICATE WILL NOT BE ISSUED BY THE INSTITUTE. The Rate quoted should be inclusive of Custom duty & other incidental charges.

**6.2.** Exchange rates for Foreign Currency will be considered as per the closing value on previous working day from website <https://rbi.org.in/scripts/ReferenceRateArchive.aspx> (only for GBP, EURO, USD & JPY) and for other currencies as per the decision of the Institute.

**7. Successful tenderer decision will be made on the basis of base price +AMC/CMC price for Guarantee/warranty period (wherever applicable).**



8. The tender bids (technical and price bid) should be typewritten; every correction in the tender should be initialed along with seal by the tenderer, failing which the tender will be rejected. All pages of the bid submitted must be signed along with seal and sequentially numbered by the tenderer.

**9. Evaluation of Bids:-**

The technical bid of the tenderer will be evaluated to determine whether

- a. They are complete with respect to specifications.
- b. They are free from computational errors.
- c. The requisite documents have been submitted and properly signed.

**10. Tender Opening:**

a. The Technical bids will be unlocked through E procurement portal in the Committee Room, Adjacent to Registrar Chamber, NIMHANS, Bengaluru on the date specified in presence of tenderers or their representatives who choose to attend.

The Tenderers' or representatives who are present shall submit authorization letter along with copy of Photo id proof and shall sign a register evidencing their attendance.

b. The Financial bid of the technically qualified tenderer/s only will be opened on a notified date.

NIMHANS will inform all the Technically Qualified Tenderers through e-tendering system, after decryption of their Financial bid which could be viewed automatically by the respective technically qualified tenderers. In this regard no separate intimation shall be made by the Purchaser.

11. Equipment and its accessories should be covered with **minimum warranty period of 5 years** for normal or regular wear & tear from the date of complete installation (Ready to use in all respects). In case of software's, the validity of the license key should be clearly mentioned and should have user define provision with option to switch over from one system to other system of the same kind within the validity period.

**12. Software Updates:**

The selected firm for the supply of tendered item should provide free updates of software up to 05 year from the date of complete installation.

13. Supply of spares should be guaranteed for a minimum period of 10 years from the date of supply or from the date of cessation of production of the model for 10 years, whichever is later, at the rates prevailing against payment.

14. Any modification or revision of bids after submission will not be entertained under any circumstances. Conditions such as "subject to the availability of stocks", supplies will be made as and when supplies received from the principles etc., will not be considered under any circumstances.

15. A tenderer having once given a tender bid shall not withdraw it after its acceptance/opening and if does, the EMD paid by the tenderer will be forfeited and the tenderer is liable to make good the loss sustained.

16. If required, the tenderer should demonstrate the quoted model of the equipment at the institute during the technical evaluation, failing which their bid/offer shall be rejected. The tenderer will



be intimated that they should get ready for demonstration. No request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be rejected.

17. The tenderer should supply the circuit diagram and instruction manual of the tendered equipment/s at the time of supply of the equipment.
18. Necessary training / instructions on operation of the system should be given by the qualified engineers of the tenderer firm to NIMHANS technical staff/s at free of cost after completion of the installation.
19. The successful tenderer should immediately submit an acceptance letter duly signed and sealed for the rate/s and offers agreed by both the parties to the Head of the Institution within reasonable time on receipt of the Purchase Order (Agreement Specimen will be enclosed with Purchase order & Stamp duty to be paid by the tenderer). The successful tenderer should also furnish a Bank guarantee only from a Nationalized bank to the extent of 10% of the total purchase order value, valid for 60 days beyond the completion of the warranty period of the equipment, no split period bank guarantee will be entertained.

In the event of the successful tenderer failed to supply the item/execute the agreement/submit the Bank Guarantee the EMD deposited by them shall stands forfeited.

**20. Payment terms:**

- 18.1 Payment will be made only after good working condition of the equipment certified by the end user. NO ADVANCE PAYMENT WILL BE ENTERTAINED.
- 18.2 In case of foreign payments made by Letter of Credit (LC) or wire transfer, bank incidental charges within India will be borne by the Institute and outside of India should be borne by tenderer.
- 18.3 Any amendment or extension of LC sought by the tenderer thereafter should be borne by the tenderer.

**21. Uptime Guarantee:**

Penalty Clause for non-functioning of equipment in term of hardship to the patients and financial loss to institute: 95% up time of 365 days (24 hours a day) that is from the day of successful handing over of the whole complex. The company takes the responsibility for the functioning of all the components and equipment, including the third party items supplied and included in the project. The total downtime annually for any reason/involvement of any of the components cannot exceed 5% (all inclusive). No penalty will be levied for the first 24 hours after breakdown. Subsequently, 1.00 Lakh will be levied as penalty for every 24 hours of downtime until 7 days from the day of breakdown. If downtime exceeds 7 days the penalty will be 2.00 Lakh/day from the date on which the equipment broke down. In addition to this, warranty period will be extended at double the rate of the downtime period.

22. If, at any time, during the said period, the supplier reduce the said prices of such Materials/Equipment or sales such Materials/Equipment to any other person/organization/ Institution at a price lower than the chargeable, the company shall forthwith notify such reduction or sale to the Director, NIMHANS and the price payable for the Materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.



23. The losses to NIMHANS, Bengaluru, if any incurred on account of purchase made elsewhere by failure, neglect or refusal on the part of the tenderer to supply according to the terms of agreement will be recovered from them. If any article or things supplied by the tenderer have been partially or wholly used or consumed in the hospital and they are subsequently found to be in bad condition, unsound, inferior in quality or description, not in accordance with samples or otherwise faulty or unit for use, the wholesome of the contract price or price of such articles or things will be recovered from the tenderer. The tenderer will not be entitled for any payment whatsoever, for such articles for infringements of the stipulation of the conditions or for justifiable reasons the contract may be terminated by the Director and the tenderer shall be liable for losses sustained by the NIMHANS on the consequences of the termination which may be recovered from the EMD/Bank Guarantee or from their invoices due to them. In the event of such amount being insufficient, the balance will be recovered personally from the tenderer.
24. Any corrections/changes in the tender will be uploaded as corrigendum in the NIMHANS and E procurement websites only.
25. If the tender last/opening date falls on any general/government/institute holiday(s), then the successive dates will be postponed by equivalent days of holiday(s), however the time remains unchanged.
26. The Director reserves the right of ordering/not ordering/cancelling/increase or decrease the quantity and to reject any or all tender quotations without assigning any reason. The decision of the Director, NIMHANS, Bengaluru, shall be final in all the controversies that may arise in the matter. Any dispute arising out of this will be subject to the jurisdiction of the Court in Bengaluru.
27. Failure to adhere any of the above terms and conditions the bid(s) may be rejected and EMD may be forfeited.
28. None of the terms and conditions of the supplier shall be applicable to the purchase contemplated hereunder, irrespective of it being attached to any documents to be provided to NIMHANS. Such exercise shall have no meaning and binding effect unless the same is accepted by NIMHANS in writing.

**NOTE: Please keep checking the NIMHANS and E-Procurement websites regularly for any further updates.**

**Sd/-,  
Director**



**DECLARATION**  
**(TO BE UPLOADED BY THE TENDERER)**

Sl. No. of the Item :.....  
Name of the company (tenderer) :.....

To

The Director,  
National Institute of Mental Health & Neuro Sciences  
(Institute of National Importance)  
Post Box No. 2900,  
Hosur Road, Bengaluru – 560 029

Dear Sir,

1. I/We hereby submit my/our tender bid for the .....
2. I/We have remitted the application fee and EMD of ` ..... through Credit Card/Direct Debit/Net Banking/National Electronic Funds Transfer (NEFT).
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the NIMHANS, in this connection including delivery, Installation, Warranty, Penalty etc. All relevant documents and Technical bid are uploaded as per the tender terms and conditions. Any violation in uploading the documents, my/our tender bid may be disqualified.
5. Financial bid is quoted as per tender terms and conditions clause no. 6, failing which it will be presumed that the rates are door delivery price.
6. Tender bids are duly signed (No thumb impression should be affixed).
7. I/We undertake to sign the contract/agreement, if required, within reasonable time from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NIMHANS, Bengaluru.

**Yours faithfully,**

**Signature of Tenderer & seal**





**CHECK LIST**  
**(TO BE UPLOADED BY THE TENDERER)**

1	Name & Address of the tenderer		
2	Name & Address of the Manufacturer		
3	Name of the Equipment & Model Quoted		
4	Validity of the Quotation	4 months from the due date	
5	a. Installation Period b. Warranty Period	30 Days from the date of site handover 3 Years from the date of successful installation	
6	Technical Bid (Yes or No against each item)	a. Application Fee submitted	
		b. EMD enclosed submitted	
		c. Brochure/Catalogue & Data Sheet enclosed	
		d. Manufacturer Proprietary certificate enclosed	
		e. Pre requirements details enclosed	
		f. List of users enclosed	
		g. Copy of GST, PAN, TIN document	
		h. Distributor authorization letter	
		i. Non-blacklisting certification enclosed	
		j. Declaration enclosed	
7	Financial Bid Submitted (Yes or No against item a & b, currency symbol against item c)	a. Ex-Nimhans equipment cost quoted	
		b. CMC cost for 5 years after 3 years warranty	
		c. Currency in which financial bid is quoted	
8	Training provided (Yes or No)		
9	a. Whether after sales, service is available in Bengaluru? If yes, quote		
	b. What is the arrangement for post contract / Warranty monitoring of the equipment?		
10	What is the Agency commission payable? If applicable		
11	Details of the EMD Submitted	Transaction No..... for `..... Bank name:	
12	Any Other Information (Enclose separately in letter head – Yes/No)		

Signature of Tenderer & seal

## Specifications for Large volume LN2 Container – for storing samples

### ***LN2 tank Features***

- LN2 capacity (capacity under turntable) approximately 470 liters with 55 liters under turn table required for the storage of fresh biopsy tissue /primary cultures/fibroblast cultures sample storage Vial Capacity 1.2-2.0 mL : app 20,000 vials
- High efficiency design with offset neck for lowest possible LN2 consumption
- Neck Diameter approximately 12.5"
- Inner Diameter approximately 28.2" to 28.9"
- Static Hold Time of Liquid nitrogen of more than 90 days
- Largest LN2 capacity at vapour platform
- -190°C top box temperature even during the addition of a new rack
- Vacuum jacketed transfer hose
- Lowest liftover height
- Approximately 250L capacity supply tank with hydraulic hand truck
- Cyro racks with polypropylene boxes only.
- Regulatory Listings: The product should meet UL's safety requirements and CE – certificates.

### ***Construction of Vessel:***

- The vessel must be constructed with corrosion resistant 304 stainless steel
- Vessel insulation must be provided by a vacuum evacuation between the inner and outer steel layers. The neck of the vessel should be insulated in the same way.
- The vessel lid must be hinged with a stop to prevent the lid from striking the vessel when fully opened
- Temperature Sensor should be of 2-wire platinum RTD (Pt-1000)
- The lid insulation must be of high density foam and should be coated to prevent foam from chipping
- The lid must have a handle to allow easy opening
- The vessel must have integral handles to allow controlled movement of the vessel
- The vessel must have locking caster wheels.
- Liquid nitrogen level within the vessel must be measured using level detecting thermistors- Should have differential pressure system to determine the LN2 level to an accuracy of  $\pm 0.5$  in. (15 mm) and a resolution of 0.1 in. (5.0 mm).
- Vessel temperature must be measured by a sensor placed inside the storage area



- The vessel must include an integrated flat workspace on the vessel top suitable for rack placement
- No control elements may be located on the flat workspace.
- Provision to supply Liquid nitrogen through a single solenoid valve
- The unit should be equipped with a step to enable access. Steps should fold against the unit when not in use.
- Unit should be designed to be able to be moved using a forklift

### **Controls Panel - *Display to monitor the inside environment of LN2 tank***

- Advanced temperature monitoring and alarms system
- Unit should have Liquid Nitrogen Level and Liquid nitrogen Usage display, on board, temperature measurement , Real-time level monitoring, Outstanding temperature uniformity
- Stable lid opening temperature
- Automated LN2 fill and level monitoring system
- De-fog switch for easy sample location
- Lockable lid for sample protection
- Automatic Liquid Nitrogen Level Control with automatic LN2 filling capability
- Unit should have alarm system and indicators for High temperature
- Should have Liquid Display with backlight, High and Low LN2 level, Low LN2 supply, indicator for temperature sensor failure
- Temperature Inlet Settings (Hot Gas Bypass)
- Event Log / Data Storage: System should store vital, unalterable, time-stamped data in non-volatile memory. Should have option for remote monitoring of data using the wireless data logging with provision for Password Security
- Communication Capabilities
- Network connection capacity
- Unit should have a manual fill button
- User-Defined Alarms should have audio/visual alarms to alert the user which includes High Temperatures, Low Temperatures, High Level, Low Level, Liquid Usage, Maximum Fill Time, Gas Bypass, stuck open/closed Temperature Calibrations, Low Battery, Power Failure, Lid Open and Communication Loss.
- VOLTAGE S-230V
- Safety accessories : Cryo glove, cryo apron, safety goggles- one pair each
- Wireless data logging monitoring system with 21CFT Part 11 compliance software to be quoted
- System should have option to accept 2D vials and should have the 2D automated sample management.
- Service support should be available locally (Bangalore).

- Stabiliser 2kv
- Onsite training for users.
- 5 years warranty

**NOTE: Warranty should be submitted**

1) On Principals Letterhead (if tender is participated through distributor, there should be undertaking that if distributor is changed, NIMHANS will be notified on same & they are responsible for warranty services)

2) If Principal Company is participating directly; warranty of 5 years should be mentioned on their letterhead.



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