NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), P.B. No. 2900, Hosur Road, Bengaluru – 560 029
Ph: 26995023/5913/5024/5923/5780/5025 E-mail: aaos@nimhans.ac.in
Fax: 080-26571563/26564830/2121/6811 Website: www.nimhans.ac.in/tender

E-Procurement Tender No. NIMHANS/2019-20/IND479 16.11.2019

TENDER NOTIFICATION
(Through Karnataka e-procurement portal only)

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

Sl. No.	Name of the Item	Quantity (in Nos.)	EMD (in `)
1.	Extracellular Mitochondrial respirometer (Flux Analyzer)	01	**3,80,000/-**

Tender Schedule

Downloading of Tender documents from website - https://eproc.karnataka.gov.in/eportal/index.seam	From 16.11.2019 Onwards
Last date for tender enquiry	25.11.2019 upto 11:00 AM
Tender submission last date and time	16.12.2019 upto 11:00 AM
Technical bid will be opened online by the authorized officer on	17.12.2019 at 11:00 AM

Sd/-, Director

TENDER DOCUMENT
Terms and conditions

1. The bid documents for the above items should be **addressed to "The Director, National Institute of Mental Health & Neuro Sciences, Post Box No. 2900, Hosur Road, Bengaluru – 560 029, Karnataka, India"** and should 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 should be paid in the e-procurement portal as per the facility provided.
   - **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, stamped and better quality – preferably .pdf format) -**

5.1 Brochure/Catalogue and Data sheet of the equipment.

5.2 Technical Compliance Statement

5.3 Proprietary certificate from the manufacturer mentioning the unique technology or feature/s mentioned apart from the brand name (If applicable).

5.4 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)

5.5 Delivery Period of the item to be supplied and Time required for installation from the date of purchase order has to be indicated.

5.6 List of Institutes where the equipment has been supplied with copy of purchase orders.

5.7 Copy of GST, PAN, TIN document

5.8 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.

5.9 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 `100/-.

5.10 Declaration towards acceptance of all terms and conditions should also be provided.

6. Financial Bid should comprise of-

6.1. Quotation should be only for DAP i.e. NIMHANS Door Delivery Price inclusive of 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. with a detailed break up mentioning manufacturers name, License number and name of the brand/make. Tender bids without price bid/quotation will be rejected.

Detailed breakup of the cost should be provided under icon "Action column" by clicking the % symbol which will be mentioned as Added statutory components.

6.2 The tenderer should also quote 3 years CMC cost for the post warranty period in INR under Action column in E procurement, CMC cost will be considered for successful tenderer decision.

6.2.1 In case of Import, Customs Duty will be considered only at 5.50% 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.

6.2.2 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 the tender last date (i.e. 16.12.2019). IF EXCHANGE RATES ARE NOT AVAILABLE

FOR THE TENDER LAST DATE, THEN THE EXCHANGE RATE AS OF LAST CLOSING DAY BEFORE 16.12.2019 SHALL BE CONSIDERED FOR EVALUATION PURPOSE.

7. **Successful tenderer decision will be made on the basis of total cost of the equipment (Inclusive of all miscellaneous charges as mentioned in Clause 6.1)+ 3 years CMC post warranty period as mentioned in Clause 6.2.**
8. **The cost of the "Extracellular Mitochondrial respirometer (Flux Analyzer)" will be freezed for 1 Year from the date of purchase order; however Institute reserves the right to procure/reject the purchase of equipment with the successful tenderer on repeat order basis within 1 year from the date of purchase order.**
9. 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.
10. **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.
11. **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.
12. 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.
13. **Software Updates:**
    The selected firm for the supply of tendered item should provide free updates of software up to 5 years from the date of complete installation.
14. 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.
15. 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.

16. 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.

17. 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.

18. The tenderer should supply the circuit diagram and instruction manual of the tendered equipment/s at the time of supply of the equipment.

19. 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.

20. 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.

21. Payment terms:

21.1 Payment (NEFT / RTGS / Wire transfer / LC) will be made only after good working condition of the equipment certified by the end user. NO ADVANCE PAYMENT WILL BE ENTERTAINED.

21.2 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 India should be borne by tenderer.

21.3 Any amendment or extension of LC sought by the tenderer thereafter should be borne by the tenderer.

22. 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). Subsequently if downtime exceeds 5% of 365 days, 1% of PO Value 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% of PO Value from the date on which the equipment broke down beyond 5% permissible downtime. In addition to this, warranty period will be extended at double the rate of the downtime period.

23. 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.

24. 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.

25. Any corrections/changes in the tender will be uploaded as corrigendum in the NIMHANS and E procurement websites only.

26. 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.

27. 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.

28. Failure to adhere any of the above terms and conditions the bid(s) may be rejected and EMD may be forfeited.

29. 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.

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

Sd/-, Director

DECLARATION
(TO BE GIVEN BY THE TENDERER)

Name of the Item : Supply of Extracellular Mitochondrial respirometer (Flux Analyzer)
Tender Reference No. : NIMHANS/2019-20/IND479 Dated 16.11.2019
Name of the company :…….……..

To

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

Dear Sir,

1. I/We hereby submit my/our tender for the ……
2. I/We have made requisite payment against EMD as per the tender document vide reference No. & date ……, else my tender bid may be rejected.
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.
5. 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 EMD may be forfeited and our/my name may be removed from the list of suppliers at the NIMHANS, Bengaluru.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES/LEVIES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES/LEVIES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature of Tenderer & seal

NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), P.B. No. 2900, Hosur Road, Bengaluru – 560 029
Ph: 26995023/5913/5024/5923/5780/5025 E-mail: aaos@nimhans.ac.in
Fax: 080-26571563/26564830/2121/6811 Website: www.nimhans.ac.in/tender

E-Procurement Tender No. NIMHANS/2019-20/IND479 16.11.2019

CHECK LIST (TO BE FILLED BY THE TENDERER)

1	**Name & Address of the Tenderer**			
2	**Name & Address Of the Manufacturer**			
3	**Name of the Equipment & Model Quoted**	**Extracellular Mitochondrial respirometer (Flux Analyzer)**		
4	**Validity of the Quotation**	**Four months from the due date**		
5	**a. Delivery Period** **b. Warranty Period** **c. Installation Period**	**5 years**		
6	**Tender Bid details** **(Yes or No against each item)**	**a.**	Application Fee submitted	
		b.	EMD submitted	
		c.	Brochure/Catalogue uploaded	
		d.	Technical Compliance Statement uploaded	
		e.	Manufacturer Proprietary certificate uploaded	
		f.	Pre requirements details uploaded	
		g.	List of users with copy of PO uploaded	
		h.	Copy of GST/PAN/TIN & Bank details uploaded	
		i.	Distributor authorization letter uploaded	
		j.	Non-blacklisting certification uploaded	
		k.	Declaration uploaded	
		l.	Equipment Door delivery cost quoted	
		j	3 years CMC post warranty period	
7	**Training will be provided(Yes/No)**			
8	**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?**			
9	**Details of the EMD Submitted (Reference no., date & bank details)**			
10	**Any Other Information (Enclose separately in letter head – Yes or No)**			

Signature of Tenderer along with seal

E-Procurement Tender No. NIMHANS/2019-20/IND479 **16.11.2019**

Department	Clinical Pharmacology & Neurotoxicology	**Extracellular Mitochondrial respirometer (Flux Analyzer)**
End User Name	Dr.Phalguni Anand Alladi	
Designation	Senior Scientific Officer (Scientist-'F')	
Phone No	9448803328	**EMD Rs.3,80,000/-**
Email id	alladiphalguni@gmail.com	
Office No	080 26995108/5111/5113	

Sl. No	Desired Specification	Quantity
1	A 24-well real time system which can be used to study Cell Mitochondrial Stress, Glycolysis Stress, and Metabolic Switching in adherent and suspension cells	**01 No.**
2	System should be capable of real time and simultaneous measurement of oxygen consumption rate and extracellular acidification rate in the same well to study glycolysis and mitochondrial respiration.	
3	The system should have drug ports to examine the effect of different compounds with automatic injection capability into the culture plate with programmable mixing.	
4	The equipment should have a temperature controller to maintain steady temperature at 37°C while performing the assay.	
5	Should be able to perform label free, non-invasive, real-time assays.	
6	System needs to be flexible to analyze cell lines, primary cells, tissues and also isolated mitochondria.	
7	System must provide real time data of basal respiration, ATP turnover, proton leak, maximal respiration, spare respiratory capacity, glycolysis, glycolytic capacity and glycolytic reserve capacity of the cells.	
8	The specially designed experiment cartridge needs to be equipped with solid state sensors to detect oxygen consumption and media acidification.	
9	The system should be highly sensitive to be able to analyze as few as 10,000 cells per well and to maximum of 1,000,000 cells per well	
10	System needs to be supplied with suitable computer with preinstalled acquisition and analysis software preferably with touch options	
11	Multiple License for the analysis software should be provided.	
12	The software should allow analysis on Microsoft excel or other statistical programs.	
13	The system should be able to calibrate the sensors automatically.	
14	**General Points:** • Suitable voltage stabilizer and/ or UPS should be provided for each item based on the requirement and capacity • **Warranty: 5 years** from Date of Satisfactory Installation and warranty period should include preventive maintenance and calibration of upgraded Equipment every 6 months. • **3 years CMC is required post warranty**	