

**ICMR – REGIONAL MEDICAL RESEARCH CENTRE  
CHANDRASEKHARPUR, BHUBANESWAR – 751023**

RMRCBB/ADMIN/STORE/VRDL/ELLA SYSTEM/2021

Dated: 04<sup>th</sup> Aug, 2021

**Last date for submission of Retender (Second): -26/08/2021 by 11:00AM.**

**TERMS AND CONDITIONS OF THE RETENDER FOR SUPPLY OF “MULTI-ANALYTE IMMUNOASSAY AND CYTOKINE ANALYSIS SYSTEM (ELLA SYSTEM)”**

1. The Director, RMRC, Bhubaneswar, invites e-tender for the supply, installation, commissioning and testing report of “Multi-Analyte Immunoassay and Cytokine Analysis System (Ella System)”. The bidders may go through the terms & conditions carefully. In case of any bidder fails to follow any one or more of these conditions, the offer shall be summarily rejected.
2. **Two Bids System**: - Tender has to be submitted as **per “Two Bids” System** (I) Technical Bid (II) Price Bid. **“Technical Bid(s) should accompany a scanned copy of Bid Security Declaration”** and Line-wise confirmation of the proposed Specifications on Vendor’s Letter Head. Technical Bid and Price Bid will be accepted only from the Manufacturers of repute, or, their authorized Indian representatives, for supply, installation, commissioning and testing report of the equipment.
3. The tenderer should clearly mention whether they are the Manufacturers or authorized Dealers/ agents of the Manufacturers. In the case of dealer/distributor/agent, latest letter of authorization from the manufacturer should be submitted along with the Technical Bid.
4. A copy of Specification compliance sheet on vendor’s letter Head duly signed and available illustrated literature/Catalogue, Brochure, Page No. in support of above compliance statement should accompany with the Technical Bid.
5. The equipment quoted should be as per the requirement given in tender document, brochures/technical information document attached should be of same model and make having all required technical specifications and duly marked and mentioned in the tender document for verification. **Unmarked or non-receipt of brochures/specification details will be counted as lapse in tender document, hence shall lead to rejection of bid.**
6. The equipment should be supplied with detailed specification, description, illustrations, service manuals including technical drawings, circuit diagrams etc. free of cost and should be complete in all respects to operate the systems without any problem.

7. The quoted equipment should be the latest version and flexible for future up gradation whenever applicable.
8. **Acceptance of Offer/Tender** – Price Bid of only technically approved Offers/Vendors, as mentioned above, will be opened. For calculation of Lowest (L-1) responsive vendor, the total value of equipment quoted for **Free of Cost Delivery** including installation, testing, commissioning, **at ICMR-RMRC, Bhubaneswar** will be taken into consideration. In case of Tie at L – 1 rates, further negotiations may be made, at the discretion of the Director, RMRC, Bhubaneswar, or any other criteria decided by the Director, RMRC, Bhubaneswar may be used to decide the L – 1. Decision of the Director, RMRC, Bhubaneswar in this regard will be final.
9. Tender must contain the Total value not only in figures but also in words. In case of any Clerical/Typing error, value written in “words” will only be considered for assessing the L-1 Bidder and subsequent process, though the Director, RMRC reserves the right **not to accept** any Tender only on the L-1 (lowest) criteria.
10. Fax/E-mail/Conditional tender will not be accepted.
11. RMRC, Bhubaneswar will provide GST concession certificate (DSIR) in case of indigenous equipment only. For imported equipment: RMRC will provide custom duty exemption certificate. Payment of Custom duty will be done only after submission of duty payment receipt which must not be more that 5.5% of imported goods value. Any other charges up to the delivery at RMRC, Bhubaneswar will be borne by the bidder and will not be accepted.
12. Tender should be only typewritten and no correction/overwriting shall be made. In case of noncompliance, tender is liable to be rejected.
13. The Tenderer should ensure that the equipment offered fully meets the Specifications laid down by the Institute. If at any stage (even after placement of order/shipment/installation, etc.) it is noted that the equipment offered does not meet the specifications, The Director, RMRC, Bhubaneswar reserves the right to take any decision including cancellation of the Tender/offer/Purchase Order etc. along with blacklisting of the firm. Any dispute in this regard concerning any Terms and Conditions of the Tender and/or the supply of equipment, will be subject to Bhubaneswar court Jurisdiction only.
14. Tender for only one model as per our specifications should be quoted. No optional model should be included in the tender.
15. No Tenderer shall be allowed at any time on any ground whatsoever, to revise or modify the rates/specifications quoted by him. The Tenderer will not be allowed to withdraw the offer quoted. In the event of withdrawal, necessary action as decided by the Director will be taken.
16. Increased statutory levies and duties, over and above the rates quoted in the Tender, will be borne by the Tenderer for supplies after the original permitted Date of Supply in the Purchase Order. The Institute shall not extend validity period for this reason and it will not bind the Institute for supplies beyond the date specified in the Purchase Order.
17. **Inspection and Acceptance of Equipment** – Acceptance process of the Equipment supplied will be considered complete only after successful Installation,

Commissioning and testing report of the Equipment at RMRC, Bhubaneswar, duly Certified as such by the User and Countersigned by the Director, RMRC, Bhubaneswar.

18. **EMD:** The bidders are required to submit duly signed and stamped “Bid Security Declaration” on their letter head accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of time as decided by the Director from being eligible to submit Bids/Proposals for contracts with the Procuring Entity. Tender without the “Bid Security Declaration” will be rejected summarily. Condition of “Bid Security Declaration” will be exempted subject to submission of MSEs certificate.
19. Price Bid is to be submitted only on CPPP as per the BOQ.
20. **Payment** –Payment in INR only shall be made after supply, installation, commissioning and testing report of equipment duly certified by the user department and satisfaction of Director, RMRC.
21. The firms should clearly indicate the pre-installation requirements for the equipment in their tender/quotation. If the firm ignores this clause, the items required at the time of installation for the equipment and associated delay will be borne by the vendor at its own cost.
22. Delivery period shall be maximum eight weeks from the date of issuing purchase order.
23. If the tenderer fails to execute the Purchase Order within the specified delivery date, the Order will be cancelled and necessary action as decided by the Director will be taken.
24. Manufacture’s test Certificate along with conditions and results is to be supplied along with the equipment.
25. The Validity of Tender should be 150 days from the date of opening of tender.
26. **Warranty**–The vender is to provide five years comprehensive warranty (free of cost) that include replacement assurance on all hardware and software components of the equipment. The warranty period will start from the date of successful Installation, Commissioning, testing and satisfactory user report of the equipment.
27. Availability of spares, accessories, etc. including facility of servicing of the equipment must be available for five years after completion of CMC with the tenderer and authorized dealer and that should be clearly mentioned in their bid. Bidder should give an undertaking on their letterhead that spare parts will be supplied as and when ordered for period of 5 years after completion of CMC period.
28. **PBG** The successful vendor will need to submit a Performance Bank Guarantee (PBG) for 3% of the total P.O. value, valid for a period of 60 Days, beyond warranty period. **In case of any warranty enforcement, the period of warranty will get suitably extended for the affected period of warranty repairs/replacements if it takes 15 days or more after intimation about the same in writing.** PBG will be released after successful completion of warranty period.

29. All damaged or unapproved goods shall be removed by the vendor at its own cost and risk. Any incidental expenses incurred by the Institute thereon shall be recovered from the vendor. Defective parts in the equipment, if found, before installation and during the warranty period, shall be replaced within 10 days of date of intimation from the RMRC, at the cost and risk of supplier, including customs duty, etc. In case vendor fails to remove the defect within 10 days, penalty of Rs. 500 per day shall be recovered from PBG.
30. **Liquidated Damages (LD)** – LD @ 0.5% of the Total Purchase order Value, per week will be levied on the vendor for delay in Supplies, Installation & Commissioning of Equipment at RMRC, Bhubaneswar, from the Original delivery date given in the Purchase Order, subject to maximum LD of 5%, beyond which the Purchase Order may be cancelled in Toto without any financial liability on the Part of RMRC, Bhubaneswar. The LD so levied will be recovered from the vendor. For calculation of the LD, any fraction of the week (i.e. less than Seven Days) will be considered as a week.
31. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit Online bids for the above equipment along with all requisite documents.
32. The Bidder(s) may note that ONLY ONLINE BIDS will be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
33. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
34. **All the pages of these Terms & Conditions are to be duly signed by the Vendor or authorised representative with seal and returned/attached** with the Technical Bid, failing which the Tender will be summarily rejected. Bidders should mention the total no of pages attached. A letter of authorization for signing the bid document should also be attached with the technical bid.
35. The Director, ICMR-RMRC reserves the right to cancel the tender process anytime, or, reject any tender or all the tenders without assigning any reason.
36. The bidder should ensure that check list (**Annexure-I**) and compliance sheet (**Annexure-III**) is complete in all respects, all the relevant documents are enclosed with proper referencing i.e. page number marking. In case of incomplete checklist and compliance sheet, the tender will be liable to be rejected.

**The bidders must satisfy all the above criteria before applying.**

Director  
ICMR-RMRC, Bhubaneswar

## **Declaration**

I/We agree to abide by all the terms and conditions mentioned as above.

(Signature of the authorized tenderer)

Encl: - a) Check list with all supporting documents at Annexure-I  
b) Specifications at Annexure-II  
c) Compliance sheet at Annexure-III

**Checklist**

<b>SPECIFICATION TYPE</b>	<b>Compliance YES/NO</b>	<b>MENTIONED ON PAGE NO.</b>
1. Bid Security declaration		
2. Technical Bid enclosed		
3. Price Bid		
4. Technical Specifications duly filled in		
5. Certificate of manufacturer's/authorization of agent		
6. Detailed Literature in original of quoted items attached		
7. Highlighted the specification in the literature with marker		
8. Copy of ISO/International Certification		
9. Compliance sheet		
10. Other Documents if any attached		

**ICMR - REGIONAL MEDICAL RESEARCH CENTRE, BHUBANESWAR**

**SPECIFICATIONS: Multi-Analyte Immunoassay and Cytokine Analysis System  
(Ella System)**

- Name of equipment: Multi-Analyte Immunoassay and Cytokine Analysis System (Ella System)
- Quantity required: 01
- **Detailed specification / configuration of the equipment**
  1. Mode of operation: System should be fully automated, complete solution for protein detection and quantitation which could performs all the manual processes associated with a traditional ELISA. The system should comprise of an instrument that reads, analyzes and presents data, and a self-contained, disposable microfluidic cartridge. System should run single or multi-analyte ELISAs hands-free in an automated microfluidic cartridge and should do it all on the same instrument.
  2. Applications: This system should be high-performance automated ELISA platform and could provide a complete solution for ELISA based immunoassays with quantitative results. It should support various applications in the field of Covid-19, Cancer, Neuroscience, Cell therapy, Inflammation, Bio-process development and other areas of Biological science.
  3. Dynamic Range & sensitivity: System should provide the reproducible approximate 1 picogram/mL or lower sensitivity & 4–5 log dynamic range.
  4. Cross Reactivity: There should be no cross-reactivity with Simple Plex assays in multiplexing mode. System should be able to splits your sample across different channels when multiplexing on the multiplex and multi-analyte cartridge.
  5. Reproducibility: System should provide the assay results reproducible with less than 10% variation.
  6. Detection: System should use fluorescence detection in terms of enhancing the sensitivity & specificity.
  7. Sample volume: System should not use more than 50 µL of diluted sample per well.
  8. Run time: System should be able to complete the experiment in not more than 2 hrs inclusive of all steps of assay.
  9. Comprehensive warranty for five years that include replacement assurance on all hardware and software components of the equipment.
  10. Post-warranty CMC/AMC should also be quoted **(To be quoted in “Detailed price break up cover” of financial bid).**

**Compliance Sheet**

<b>SPECIFICATION TYPE</b>	<b>Compliance YES/NO</b>	<b>Model and Make</b>	<b>MENTIONED ON PAGE NO.</b>
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