

**Office of the Dean Research and Development
Indian Institute of Engineering Science & Technology (IEST), Shibpur
Howrah-711 103**

Project Code: DRC/SERB/SMSE/PS/023/16-17

**Dr. M. N. Dastur School of Materials Science and Engineering
Indian Institute of Engineering Science and Technology,
Shibpur, Howrah-711 103**

**Ref.: Tender Advt. No. SMS 1250, published in the "Statesman (All Edition)", dated
08.05.2017**

Notice Inviting Participation in a Pre-bid Meeting

Potential bidders are invited to attend a pre-bid meeting for e-procurement of a 3D Bioprinter on May 11, 2017 in the Sub-library of Dr. M.N. Dastur School of Materials Science and Engineering, IEST-Shibpur at 12.30 pm. Bidders must arrange their travel and accommodation at their own.

Dean (R & D)

(A. Code DRC-T018/17-18)

DRAFT NIT DOCUMENTS

Complete quotations are invited for the supply of items listed below as per specification mentioned. The quotation should include the delivery charges of the items to Indian Institute of Engineering Science & Technology, Shibpur, and should mention a firm delivery period in E-Procurement Mode.

1. Important Information:		
	Location of Work:	Indian Institute of Engineering Science and Technology, Shibpur, Post: Botanic Garden, Howrah: 711103
	Name of Work/item:	Supply and installation of " 3D Bio-printer "
	Estimated value of the work:	INR 10,000,00/- (Ten Lakhs INR)
	Completion of Work:	Within 06-08 weeks from the placement of Purchase Order
	To qualify for award of the work, each bidder in its name should have:	Valid license for supplying and installing the same equipment with at least three orders in last two financial years and work completion certificate
	Earnest Money Deposit	2% of the estimated cost in favour of "The Registrar, IEST, Shibpur" payable at Kolkata.
	Date of publishing tender	To be informed later
	Last Date of Submission of Bid	To be informed later
	Date of pre-bid meeting	11.05.2017 at 12.30 pm in the sub-library of MNDSMSE, IEST-Shibpur
	Date of Opening of Technical Bid	To be informed later
	Date for technical bid open presentation prior to financial Bid opening	To be notified later (Only those bidders who will qualify for bidding on the basis of the information furnished in Technical Bid may participate in technical bid open presentation)
	Date of Opening of Financial Bid	To be notified later (Only those bidders who will qualify for bidding on the basis of the information furnished in Technical bid open presentation, may participate in financial bid)
	Clarification needed on Bidding Documents may be inquired to	Dr. Prosenjit Saha, Dr. M. N. Dastur School of Materials Science & Engineering, IEST, Shibpur (Email: prosenjit@matsc.iests.ac.in)
	Officer Inviting Bid:	The DEAN Administrative Affairs, IEST, Shibpur
	Validity	A minimum period of 180 days from the date of the opening of tender

2. Technical specification of the equipments:		
S.L No.	Description of work/item	Quantity.
1	<p>3D Bioprinter</p> <ul style="list-style-type: none"> ➤ Built Volume: 130 x 80 x 100 mm ➤ Layer Thickness: 100 microns ➤ Stepper motors: Windows (7, 8, 8.1, 10), Mac OS X (10.6 64 bit/10.7+) and Ubuntu Linux (12.04+) ➤ Software: Comprehensive software for analysis and user friendly operations. Provision for Desktop Computer interface must be provided. However Institute should provide the computer. Minimum configuration of computer need to be confirmed by the bidder ➤ XY position: 11 microns [0.0004 in] ➤ Print From: USB, SD card [FAT 16, max. 2GB] ➤ Z position: 2.5 microns [0.0001 in] ➤ Extruders: 2 pneumatic-based extrusion printheads. 1 UV LED curing system (365 or 405 nm) ➤ Electrical Supply: AC Input: 100 – 240 V, ~2 amps, 50 – 60 Hz Power Requirements: 24 V DC @ 6.25 amps ➤ UV Crosslinking: 365 nm (405 nm add-on available) ➤ Materials: Chitosan, Cellulose, Collagen, gelatin, alginate, PEG ➤ Warranty: 36 months from the date of purchase. ➤ Clean Chamber: Needed (HEPA Filtered Positive Air Flow System) ➤ Starting material Kit: Bio-ink Kit as per Sr. No. 13 ➤ Bioprinting Nozzles (Red): 50 packs ➤ Bioprinting Nozzles (Blue): 50 packs ➤ Bioprinting Nozzles (Clear): 50 packs ➤ Empty Cartridges: 50 packs 	1No

3. Technical bid shall consist of the following Information and scanned supporting documents towards:	
i	Name of the firm:
ii	Address of the Registered Office
iii	Contact Phone No
iv	Contact E-mail address:
v	Constitution or legal status of Bidder
vi	Place of registration:
vii	Principal place of business:
viii	PAN and VAT
ix	Valid Trade License
x	Authorization letter (in case of dealer) with proper details (Name, address, prior relationship with the principal company)
xi	Satisfactory completion of similar work/s to qualify for award
xii	IT clearance certificate for last three years
xiii	List of clients
xiv	Earnest Money Deposit
xv	An undertaking from the Original Equipment Manufacturer is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. And manufacturer test certificate.

4. Terms and conditions:

Sl. No.	Specifications
1.	Due date: The tender has to be submitted on-line before the stipulated date & time . The offers received after the due date and time will not be entertained. No manual bids will be considered.
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and Financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. In case of Financial bid, Price quoted should be mentioned inclusive of all taxes, duties, levies, training charges, insurance charges, freight charges, packing and forwarding, transportation charges and any other installation charges in the given format of BOQ. Financial Bids (BOQ) to be submitted in PDF format (less than 2 MB). The Technical bid and the financial bid (BOQ) should be submitted Online.
3.	EMD: The tenderer / bidder should submit an EMD through demand draft in favour of “Registrar, IEST, Shibpur” payable at Kolkata The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. The demand draft for EMD must be submitted to the office of the Dean Administrative Affairs before stipulated last date of online submission of tender. Scanned copy of DD must be uploaded to the CPP portal.

	<p>This EMD should be submitted in sealed envelope super-scribed as EMD & NIT No. “.....”. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. Failure to deposit Earnest Money will lead to rejection of tender. In the event of the successful bidder backing out, EMD of that bidder will be forfeited.</p>
4.	<p>Refund of EMD: The EMD will be returned to unsuccessful Tenderer /Bidder only after the Tenders are finalized. In case of successful Tenderer, it will be transferred as security deposit.</p> <p>EMD Exemption: The Institute may accept bids without EMD from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department as Manufacturer. To claim the exemption, the bidder must be offering goods manufactured by them. Submission of EMD exemption certificate is mandatory. Exemption will not be granted in case the bidder is acting as an agent for some other vendor. In this case, EMD exemption certificate must be submitted online.</p>
5.	<p>Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD will be opened as mentioned on the NIT in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened in the presence of the vendor’s representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.</p>
6.	<p>Prices: All rates quoted for the equipment/instrument should include all taxes, duties, levies, training charges, insurance charges, freight charges, packing and forwarding, transportation charges and any other installation charges. Request for inclusion of any tax/levy at later stage will not be entertained. IEST is exempted from payment of Excise Duty and is eligible for concessional rate of Custom Duty. Necessary certificate will be issued on demand.</p> <p>In case of imports, the price should be ideally quoted on CIF Basis. IEST will make necessary arrangements for the clearance of imported goods at the Airport/Seaport. Hence the price should not include the above charges.</p> <p>In case of CIF/CIP shipments, kindly provide the shipment information at least 3(three) days in advance before landing the shipment along with the documents i.e. invoice, packing list, forwarder Name, address, contact No. in India to save demurrage charges (imposed by Indian Customs). Otherwise these charges will be recovered from the quoted price.</p>
7.	<p>Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers</p>

	without assigning any reason.
8.	<p>Qualifying criteria:</p> <p>(i) Bidders should submit all related documents ensuring the compliance of technical and other requirements as given in Table 2 and 3.</p> <p>(ii) Original equipment Manufacturer (OEM) should be internationally reputed Branded Company. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.</p> <p>(iii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well</p> <p>(iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.</p> <p>(v) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not be allowed to submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p> <p>(vi) SELECTION WILL BE MADE PURELY ON ESSENTIAL TECHNICAL DOCUMENTS. The IESTS authority will evaluate and compare the quotations (the gross amount i.e. inclusive of all taxes, other charges etc.) determined to be substantially responsive i.e. which- (a) meet the qualification criteria specified in the tender, (b) Are properly signed, and (C) Conform to the terms and conditions, specifications without deviations.</p> <p>(vii) Only one best quality item (according to our specification) should be quoted against each item. On no account should different qualities e.g. A, B, & C of items be quoted. Those items that have been quoted as per different qualities (In contravention to the specifications) will not be considered at all and will be summarily rejected.</p> <p>(viii) Based on our specifications, image/drawing of item to be provided and Model Name/No. (if applicable) and Brand must be clearly mentioned in the quotation, without which quotation will not be considered.</p>
9.	<p>Delivery and Documents:</p> <p>Delivery of the goods should be made within a maximum of 08 to 12 weeks from the date of placement of purchase order.</p> <p>Supplier should mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> 1. 3 Copies of the Supplier invoice showing contract number, goods' description, quantity 2. unit price, total amount; 3. Insurance Certificate if applicable; 4. Manufacturer's/Supplier's warranty certificate; 5. Inspection Certificate issued by the nominated inspection agency, if any 6. Supplier's factory inspection report; and 7. Certificate of Origin (if possible by the beneficiary); 8. Two copies of the packing list identifying the contents of each package. 9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents)

	and, if not received, the Supplier will be responsible for any consequent expenses. The hardcopies can be sent at the time of delivery.
10.	Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
11.	Training The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment immediately within one week after completion of the installation of the equipment at the Institute's premises. The minimum duration of the training program would be 10 days. However, the purchaser can decide the specific division of this training duration and date within warranty period if needed.
12.	Installation and Demonstration The supplier is required to done the installation and demonstration of the equipment within 15 DAYS of the arrival of materials at the IEST site of installation, otherwise the penalty clause will be the same as per the supply of materials. The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment immediately after the installation of the equipment. In case of any miss happening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IEST will not be liable to any type of losses in any form.
13.	Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier. Purchaser: Dr. Prosenjit Saha Dr. M N Dastur School of Material Science and Engineering Indian Institute of Engineering Science and Technology, Shibpur P.O-Botanic Garden, Howrah-711 103. Mobile No. +91-9745618023 (Only during working hrs.)
14.	Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.
15.	Buy-Back Option: It is preferred that the tenderer, either the Indian agent on behalf of the Principal/OEM or the Principal/OEM has an up gradation policy to move with buy-back purchases. In this policy the company is required to replace the existing 3D bioprinter with up-graded model to exchange it. In this case the purchaser may only pay the price differences (Price of the new machine-Exchange price of the old item).
16.	Feedback policy IEST Shibpur have no objection in giving the feedback of the machine to the principal OEM for further modifications, technicalities, working condition, provided that this will not violate the policy related to confidential publishable or patented data.

17.	<p>Warranty:</p> <p>(i) Warranty period shall be from date of installation of Goods/machine at the IEST site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract.</p> <p>(ii) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter. The items covered by the schedule of requirement shall carry minimum three years comprehensive warranty from the date of acceptance of the equipments by IEST-Shibpur.</p> <p>Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 48 hours. The comprehensive warranty includes onsite warranty with parts. If any problem exists even after several attempts of the local service engineer. A service engineer from the principal company should attain the problem. In such cases (within the warranty period) all the transportation charges to Kolkata Airport should be borne by the OEM. The transportation to IEST and accommodation at IEST campus will be arranged by the buyer's part.</p> <p>The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.</p>
18.	<p>Payment:</p> <p>(i) For imported items Payment will be made through irrevocable Letter of Credit (LC)/ direct wire transfer. Payment will be established in favour of foreign Supplier on the exchange rates as applicable on the date of establishment. For Imports, payment will be made for 100% CIF value. 80% of the payment amount shall be released on presentation of complete and clear shipping documents with provision of an INDEMNITY BOND and 20% of the remaining amount shall be released after six months after installation and commissioning of the equipment in faultless working condition.</p> <p>(ii) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IEST in good condition and to the entire satisfaction of the Purchaser.</p> <p>(iii) All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier</p> <p>iv) Bills in Triplicate should be presented for payment within 30 days of supply/completion of work.</p> <p>v) The Order no. is to be noted on both challan and Bill.</p>
19.	<p>User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. The bidder must attach three Purchase Order copies for Supply & Installation of above similar equipment during the last 02 financial years in Central Government/Central Autonomous Body/Central PSU/State Government or Autonomous/Reputed Private Research Centres (in Nos. and Value).</p>
20.	<p>OEM should agree to share the open source data and feedback of other buyers across the world (using the same model of the going to be purchased bioprinter) to the end user. Any</p>

	modification provided for such model across the world should also be shared with the buyer.
21.	<p>Manuals and Drawings</p> <p>(i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</p>
22.	<p>Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> • After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. • The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
23.	<p>Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, at the time of the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.</p>
24.	<p>Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p>
25.	<p>Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or</p>

	<p>unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms and conditions, IEST, Shibpur may consider "Banning/Blacklisting" the supplier.</p>
26.	<p>Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ul style="list-style-type: none"> ● For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. ● If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
27.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> ● 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. <p>The dispute shall be referred to the Director, Indian Institute of Engineering Science and Technology (IEST) Shibpur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.</p> <ul style="list-style-type: none"> ● The place of jurisdiction would be Kolkata, INDIA.
28.	<p>Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.</p>
29.	<p>Termination for Default</p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or ii If the Supplier fails to perform any other obligation(s) under the Contract. iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> ● For the purpose of this Clause: <ol style="list-style-type: none"> i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of

	<p>value to influence the action of a public official in the procurement process or in contract execution.</p> <p>ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;</p> <ul style="list-style-type: none"> ● In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
<p>30.</p>	<p>Spare Parts The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>ii. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>iii. In the event of termination of production of the spare parts:</p> <p>iv. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>v. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.</p>
<p>31.</p>	<p>Shifting: After 1-2 years once our new Academic Block will be ready, the supplier has to shift and reinstall the instrument free of cost (if required).</p> <p>Downtime: During the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.</p>