



BRIC National Institute of Biomedical Genomics Kalyani-741251, INDIA

Tender Enquiry No. NIBMG/ 2025-26/ 009

Dated: 04.09.2025

**Tender Document for procurement of
“Flow Cytometry System for cell sorting with
fluorescence-activated and image-based sorting
capability”**

**BRIC NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS
P.O.: N.S.S., KALYANI-741251
Ph.:+91-033-29772151
Email: purchases@nibmg.ac.in
Website: [-www.nibmg.ac.in](http://www.nibmg.ac.in)**

Critical Dates

Bidding step	Date
Published Date	04.09.25 (06:00 PM)
Bid Document Download	05.09.25 (09:00 AM)
Clarification Start Date	05.09.25 (09:00 AM)
Clarification End Date	26.09.25 (02:00 PM)
Prebid meeting date	19.09.25 (03:00 PM)
Bid Submission Start Date	05.09.25 (09:00 AM)
Bid Submission End Date	02.10.25 (03:00 PM)
Bid Opening Date	03.10.25 (04:00 PM)

NOTICE INVITING TENDERS**Sub: Notice Inviting Tenders for procurement of****“Flow Cytometry System for cell sorting with fluorescence-activated and image-based sorting capability”**

Director, National Institute of Biomedical Genomics, (an Autonomous Institute) of Department of Biotechnology, Ministry of Science and Technology, Government of India, invites sealed Tenders from Original Equipment Manufacturers/Authorized Dealers /for the procurement of **“Flow Cytometry System for cell sorting with fluorescence-activated and image-based sorting capability”**.

All prospective bidders are requested to send their quotation in a sealed envelope consisting of two sealed packets, one for the Technical Bid documents and the other containing the Financial Bid documents. The Important information related to tender are as follows:

1.	EMD Amount	Earnest Money Deposit (EMD): An amount of Rs. 7,80,000/- (Rupees seven lakh eighty Thousand only) is required to be deposited through the designated payment link (https://www.nibmg.ac.in/p/nibmg-payment-link-1) available on the official website of the Institute. This deposit must be completed prior to the deadline for submission of bids and copy of the payment receipt has to be attached with the Technical Bid. Additionally, the bidder is required to furnish their bank account details (along with copy of cancelled cheque) along with the Technical Bid to facilitate the refund of the EMD in the event of an unsuccessful bid.
2.	Tender Fee	Nil
3.	Estimated Value	Rs.3,90,00,000/-
4.	Performance Security	5% of the Order Value for 62 months
5.	Warranty	5 years of comprehensive warranty
6.	Last Date and Time for receipts of Bids	02.10.25 (03:00 PM)
7.	Opening of Technical Bid	03.10.25 (04:00 PM)
8.	Place of Bid Submission	Tender Box (<u>located at NIBMG reception</u>) National Institute of Biomedical Genomics, P.O.: N.S.S., Kalyani-741251
9.	Address of Communication	Director National Institute of Biomedical Genomics, P.O.: N.S.S., Kalyani-741251
10.	Contact Phone Numbers	033-29772151
11.	E-mail Address	purchases@nibmg.ac.in

*Tender document can be downloaded from NIBMG Website, www.nibmg.ac.in

TERMS AND CONDITIONS

INTRODUCTION

1. Eligible Bidders

- (i) This Invitation for Bids is open to all original equipment manufacturers or their authorised dealers (specifically authorized by the original manufacturers) to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents offshore principals, if any, who possess the qualifying requirements as specified.
- (ii) Bidder has to give a declaration in this regard on their 'Letter Head'.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and "the Purchaser (NIBMG)" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. The Bidding Documents

Cost of Bid Document: The complete bid document is issued by NIBMG for submission of bids by prospective bidders and **Tender Document Fee is not applicable.**

- (i) **EMD (if applicable):** An amount of Rs. 7,80,000/- (Rupees seven lakh eighty thousand only) is required to be deposited through the designated payment link (<https://www.nibmg.ac.in/p/nibmg-payment-link-1>) available on the official website of the Institute. This deposit must be completed prior to the deadline for submission of bids and copy of the payment receipt has to be attached with the Technical Bid. Additionally, the bidder is required to furnish their bank account details (along with copy of cancelled cheque) along with the Technical Bid to facilitate the refund of the EMD in the event of an unsuccessful bid.. The Technical Bid without EMD would be considered as **UNRESPONSIVE** and will not be accepted.
 - (ii) **Refund of EMD:** The EMD will be returned to unsuccessful tenderers **without interest** only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment. Subject to, the bidder has furnished their bank account details (along with copy of cancelled cheque) along with the Technical Bid to facilitate the refund of the EMD in the event of an unsuccessful bid.
 - (iii) **Contents of Bid Document:** The Bidder is required to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.
- 4. The firms registered with National Small Industries Corporation (NSIC/MSME) for manufacturing these items are exempted from depositing bid security. However, valid registration certificate should be submitted with the tender in a sealed envelope superscripted as "BID SECURITY DEPOSIT".**
- 5. Amendment to Bid Document:** The prospective bidders are required to keep a watch on the NIBMG website w.r.t. any amendment to the tender document or towards clarification of the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. The Purchaser (NIBMG) reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser (NIBMG), at its discretion, may extend the deadline for the submission of bids.
- 6. Preparation of Bids:** Each Tenderer/Bidder has to submit an undertaking in a to the effect that he/she/they undertake that:

- (i) The documents submitted by the Bidder/Tenderer are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, Bidder/Tenderer shall be liable for criminal action and such compensation payable to NIBMG as may be decided by the Institute.
- (ii) The Bidder/Tenderer will not withdraw his/her/their tender after opening of Technical Bid and if done so; his/her/their EMD shall be forfeited.
- (iii) The Bidder L1 should submit a certificate stating that the firm has not been blacklisted by any of the Government Department/Government Institutions etc. during the last three years.
- (iv) A certificate stating that there is no complaint against the Bidder/Tenderer such as "delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc. and for which 'no punishment of any type' has been given/awarded by any of the Govt. Departments/Govt. Institutions etc.
- Undertaking as per annexure A**

7. Documents Comprising the Bid

The bid is required to be submitted in **two parts**. First part is the **'Technical Bid'** and the second part is the **'Financial/Price Bid'**.

7.1 **'Technical Bid'**

7.1.1 **'Technical Bid' prepared & filled-in by the Bidder** shall include the following **(without indicating the price in the 'Bid Form')**:

- Check list form
- Details to be filled by Firm in the **attached form**
- EMD and as Specified in the 'Invitation to Bid';
- Quotations should preferably be typewritten, and any correction or over-writing will not be allowed. Rates to be indicated both in words and figures
- Fall clause notice certificate in **'Annexure-B'**
- Declaration Sheet in **'Annexure-C'**
- List of Govt Research Institutes/Organization equipment supplied- in **'Annexure-D'**
- Bank details regarding the electronic fund transfer/RTGS/B.G in **'Annexure-E'**
- Manufacturer's Authorization Form in **'Annexure-F'**
- Technical Specification in **'Annexure- G'**
- Technical compliance statement form in **'Annexure- G-1'**
- Format of Bank Guarantee in **Annexure- H**
- Declaration by bidder in **Annexure -I**
- Delisting declaration in **Annexure -J**
- Financial status statement of the manufacturer/bidder for last three years in **Annexure -K**
- Warranty Compliance Undertaking in **Annexure -L**
- Integrity pact in **Annexure – M**
- Declaration pertaining to bidder and / OEM not belonging to countries sharing land borders and having borderline disputes with India in **Annexure - N**
- Price Bid (for Indigenous Items) in **'Annexure- O'**
- Price Bid (for imported Items) in **'Annexure- P'**
- **III content (if any)**
- **Whether bidder (being the manufacturer) is MSME/Start-Up along with relevant documentation**
- Performance Statement.
- Authorization letter for the person signing the tender document on behalf of the firm and his signature with status in the firm should have been duly attested by the owner/partner/Director of the tendering firm. In case the tender document is not signed by authorized person/Owner/Partner/Director, the same will be rejected.
- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted as per qualification requirements / criteria.
- The Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract

(CAMC) terms & conditions after the warranty period, if any, and the estimated life of the equipment offered.

- If the demonstration of the goods/equipment are deemed essential as per the technical requirements then confirmation reflecting willingness to arrangedemonstration of the equipment offered free of charge at NIBMG or any other location on a mutually agreeable date, prior to opening of priced bid to ascertainconformity with the tendered specifications.

7.1.2 Only Bidders registered in India to submit the following documents for their Tender to be considered:

(a) Proof of GST No.

(b) Proof of PAN Card in respect of the Firm or Proprietor as the case may be.

(c) Copies of IT Returns for the last three financial years

7.1.3 Eligibility and Qualifications

- (i)** Tenderer should be the original Equipment manufacturer/authorized dealer. Letter of Authorization from original equipment manufacturer(OEM) specific to the tender should be enclosed.
- (ii)** An undertaking from the OEM is required stating that they would facilitate the tenderer on a regular basis with technology/productupdates and extend support for the warranty as well. **(Ref. Annexure-C)**
- (iii)** OEM should be Nationally/Internationally reputed Company.
- (iv) Bids should be compliant to the Rule 144(xi) and its amendments thereof**
- (v)** Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between tenderer specification and supporting documents etc. may lead to rejection of the bid.
- (vi)** In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid. However, both cannot bid simultaneously for the item/product in the same tender.
- (vii)** If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

7.1.4 Documents Establishing Goods' Eligibility and Conformity to Bid Document

- (i)** The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- (ii) Specifications are basic essence of the product.** It must be ensured that the offers are strictly as per our specifications **(Ref. Annexure G)**. At the same time, it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:
 - (a)** A detailed description of the essential technical and performance characteristics of the goods.
 - (b)** An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

7.1.5 Period of validity of Bids

Bids shall remain valid for 180 days after the date of Price bid opening prescribed by the Purchase (NIBMG). A bid valid for less than 180 days may be rejected by the Purchaser (NIBMG) as non-responsive.

7.2 Financial/Price Bid

7.2.1 **Financial/Price Bid shall comprise the 'Technical Bid' with price indicated in the 'Price bid':**

- (i) The Bidder shall indicate the unit prices and total bid prices of the goods on FOR basis it proposes to supply under the order and enclose it with the price bid.

- (ii) Prices indicated shall be entered separately in the following manner **(for Indigenous Items):**

The price of the goods quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf as applicable), freight and GST.

Taxes: We are partially exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Customs Duty, if any, should be shown separately.** Please mention the applicable taxes (GST) clearly. However, being R&D Organization 'Concessional customs duty exemption certificate' can be issued. **No other charges, taxes, or any other taxes except those mentioned clearly in the quotation will be paid.**

(For Imported Items):

Rates should be quoted FOR at NIBMG, Kalyani inclusive of packing, forwarding, clearance, installation, and commissioning charges etc. In case of supply is from foreign supplier if ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packaging, forwarding, freight, insurance charges, customs clearance charges, such offers shall be summarily rejected as incomplete. The clearance of the consignment is to be made by the bidder, the Institute will only provide them with the necessary documentation.

- (iii) Prices indicated shall be entered separately in the following manner (for Imported Items). **Bidder shall quote unit price and total bid price on FOR basis in the price bid.**

- (iv) Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

- (v) **Bid Currencies:**

Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in **USD (\$), Euro (€), Yen (¥), GBP (£)** wherever possible for correct evaluation during comparison.

For the purpose of comparison of financial bid, rate of conversion of currency shall be the rates of date on opening of price bid as given in the RBI website.

8. Format and Signing of Bid

- (i) The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Technical Bid and the other shall contain the Financial/Price Bid.

- (ii) The original and all copies of the bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- (iii) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid initial them.

9. Submission of Bids

Sealing and Marking of Bids

- (i) The bidder shall seal the Technical Bid and the Financial/Price Bid in **two separate envelopes** duly marked as “Technical Bid” and “Financial/Price Bid” respectively with the name of firms. Both the envelopes shall then be sealed in one outer (main) envelope.

(ii) The inner and outer envelopes shall:

Be addressed to the Purchaser (On behalf of the Director, NIBMG) at the following address:

**Director,
National Institute of Biomedical Genomics,
P.O.: N.S.S.,
Kalyani-741251 (INDIA)**

Bear the Equipment Name /Reference No. / Last date for submission of Tender/Date of Opening of Tender/Firm's name & address and a statement "Do not open before specified Time hrs. (IST) on Date." As per the NIT details.

- (iii) If the outer envelope is not sealed and marked as required, the Purchaser (NIBMG) will assume no responsibility for the bid's misplacement or premature opening.
- (iv) Bids received through Fax or e-mail will be rejected.

10. Deadline for Submission of Bids

- (i) Bids must be received by the Purchaser (NIBMG) at the address specified under Clause 12- (ii), above and not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser (NIBMG), the Bids will be received up to the appointed time on the next working day.
- (ii) The Purchaser (NIBMG) may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance, in which case all rights and obligations of the Purchaser (NIBMG) and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11. Late Bids

- (i) Any bid received by the Purchaser (NIBMG) after the deadline for submission of bids prescribed by the Purchaser (NIBMG), will be rejected and the Bidder may take it back.

12. Modification and Withdrawal of Bids

- (i) The Bidder may modify or withdraw its bid after the bid's submission (within the deadline for submission); provided that written notice of the modification or withdrawal is received by the Purchaser (NIBMG) prior to the deadline prescribed for the submission of bids.
- (ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- (iii) No bid can be modified after the deadline for submission of bids.
- (iv) No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid

form. Withdrawal of a bid during this intervening period may result in the Bidder's forfeiture of its Bid Security/EMD besides possible blacklisting of the bidder.

13. OPENING AND EVALUATION OF BIDS

13.1 Opening of Bids by the Purchaser (NIBMG)

The offline bid will be opened at the discretion of NIBMG by a committee of the Institute. Bid received without EMD (if present) will be rejected. The technical bid will be opened offline 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 are technically qualified as per the specification subsequently for further evaluation. The tenderer, may participate on the tender opening Date and Time. The tenderer should produce credentials of their company to participate in the tender opening. The NIBMG will not pay any TA/DA for presentation/demonstration. The date of opening of the bids will be communicated through email as requested by the bidder on purchases@nibmg.ac.in.

13.2 Preliminary examination and evaluation of Technical Bids

The Technical Bids will be opened by NIBMG (i.e. by an authorised 'Committee' of NIBMG) at the first instance and evaluated by it.

- (i) The Purchaser (NIBMG) will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Purchaser (NIBMG) may waive any minor infirmity, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- (ii) Prior to the detailed evaluation, the Purchaser (NIBMG) will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.
- (iii) After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.
- (iv) **Conversion to Single Currency as indicated below:**
To facilitate evaluation and comparison of price bids, the Purchaser (NIBMG) will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by RBI in India and available in the 'Newspapers/Banks website' on the date of opening of Price/Financial Bid.

13.3 Evaluation & Comparison of Financial/Price Bids

- (i) At the second stage, Financial/Price Bids of only the technically acceptable offers (Technically qualified Bids) shall be opened for further evaluations and ranking by a authorised 'Committee' of NIBMG. The Purchase Order shall be awarded to the lowest evaluated Bidder, whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms & conditions incorporated in NIT/Bidding document.
- (ii) For the bids surviving the 'Technical Evaluation', which have been found to be responsive, the evaluation & comparison shall be made as under:

Indigenous Offers: The final FOR cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.

Imported Offers: The FOR price shall be the basis of evaluation (warehouse to warehouse

basis) Conditional tenders / discounts etc. shall not be accepted.

Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purposes. Thus, conditional discounted rates linked to quantities and prompt / advance payment etc., will be ignored for determining *inter-se* position. Rates should be quoted FOR at NIBMG, Kalyani inclusive of packing, forwarding, clearance, installation, and commissioning charges etc. The clearance of the consignment is to be made by the bidder; the Institute will only provide them with the necessary documentation.

The Purchaser (NIBMG), however, reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

14. Contacting the Purchaser (NIBMG)

Any effort by a Bidder to influence the Purchaser (NIBMG) in its decisions on Bid Evaluation, bid comparison or Contract Award may result in rejection of the Bidder's bid.

15. Purchaser's Right to vary quantities at time of Award.

The Purchaser (NIBMG) reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

16. Purchaser's Right to accept any Bid and to Reject any or all Bid

The Purchaser (NIBMG) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

17. Other Conditions:

The bidder must also provide a list of the offer price of the consumables which may be required in the future for running the machine. The cost of the consumable will remain fixed during the warranty period of the machine and will be purchased separately on a requirement basis. The successful bidder will have to enlist itself for registration of vendor prevailing in the institute for the supply of the consumables.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

The abbreviations, which have been used in these documents, shall have the meanings and definitions as indicated below against each:

a. Definitions:

1. **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
2. **“Tender”** means Bids/Quotation/Tender received from a Firm/Tenderer /Bidder.
3. **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/Tender.
4. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
5. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender.
6. **“Contract”** means the written agreement entered into between the purchaser or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
7. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

b. Abbreviations:

- (i) **“NIT”** means Notice Inviting Tenders.
- (ii) **“GCC”** means General Conditions of Contract
- (iii) **“NSIC”** means National Small Industries Corporation
- (iv) **“MSME”** means Micro, Small & Medium Enterprises
- (v) **“LC”** means Letter of Credit
- (vi) **“DP”** means Delivery Period
- (vii) **“BG”** means Bank Guarantee
- (viii) **“CD”** means Custom Duty
- (ix) **“BL”** means Bill of Lading
- (x) **“FOB”** means Free on Board
- (xi) **“FCA”** means Free Carrier
- (xii) **“FOR”** means Freight On Road
- (xiii) **“CIF”** means Cost, Insurance and Freight
- (xiv) **“CIP”** means Carriage and Insurance Paid up to named place of destination.
(Consignee site)
- (xv) **“INCOTERMS”** means International Commercial Terms as on the date of Tender Opening

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the 'Technical Specifications', and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods 'country of origin' and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser (NIBMG) in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5. Patent Rights

The Supplier shall indemnify the Purchaser (NIBMG) 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.

- 6. Performance Security:** The supplier shall require to submit the performance security in the form of irrevocable bank guarantee equivalent to 5%. The amount of the cost of equipment issued by any Indian/Nationalized Bank within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.

- 7. Risk Purchase Clause:** In the 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.

8. Packing Instructions:

(i) Each package will be marked on three sides with proper paint/indelible ink, the following:

- Item Nomenclature
- Order/Contract No.
- Country of Origin of Goods
- Supplier's Name and Address
- Consignee details
- Packing list reference number

(ii) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9. Delivery and Documents:

Delivery of the goods, including satisfactory installation and commissioning and Training, shall be made within a maximum of 08 weeks from the date of placement of the purchase order. Within 24 hours Supplier should at least 03 working days before shipment notify the purchaser and the insurance company by email the full details of the shipment including contract number, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy of the insurance certificate issued by the insurance company:

- (i) 02 Copies of the Supplier invoice showing contract number, goods, description, quantity, Unit price, total amount, Taxes etc.
- (ii) Insurance Certificate (warehouse to warehouse, final destination i.e., NIBMG).

- (iii) Manufacturer's/Supplier's warranty certificate.
- (iv) Inspection Certificate issued by the nominated inspection agency if any.
- (v) Supplier's factory inspection report; and
- (vi) Certificate of Origin (if possible, by the beneficiary).
- (vii) Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

10. Liquidated Damages (L.D):

If a supplier fails to execute the order in time as per the terms and conditions stipulated in the Contract, it will be open to the purchaser to recover liquidated damages for the delay in delivery and installation from the supplier at the rate of 0.5% of the total order value per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the terms of the Purchase Order as decided by the Director of the Institute.

11. Turnover:

In case of tenderer. Minimum average annual turnover of at least 50% of the advertised value of the tender of related work in the last 5 years. In case of OEM. Minimum average annual turnover of at least 400% of the advertised value of the tender in the last 5 years.

12. Financial Liquidity:

Access to Funds: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet 3 months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts.

The net worth: The Net Worth of Bidder firm (or principal of authorized representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30% in the last 3 years. (The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by Bidder along with the bid. Banking reference (from a Scheduled Bank in India, and it should not be more than 3 months old as on date of bid submission).

- 13. Prices:** The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated earlier.

- 14. Estimated bid value:** Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid process.

- 15. Past Performance:** The OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year.

16. Preference to Make in India:

- a) Indian suppliers are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017.

- b) Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. Reference OM: OM No.F.1/4/2021-PPD dated 18.05.2023
OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

17. Purchase Preference to MSMEs and Start-Ups:

If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. Reference OM: No. F.1/4/2021-PPD dated 18.05.2023, OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated and approved by Buyer after evaluation of documents submitted.

18. 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. If orders placed on CIP basis, the insurance should be up to NIBMG, Kalyani.

19. Warranty:

- The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site of purchaser (NIBMG).**
- Material shall have comprehensive warranty for 5 Years from the date of satisfactory installation/commissioning of Equipment at purchaser's site (NIBMG).
- The Supplier shall, in addition, comply with the performance and consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.
- If during the period of warranty any component or spare part required to be brought from abroad, all associated cost shall be borne by the supplier including the cost of customs duty etc.
- If a different period of warranty has been specified in the 'Technical Specifications' Chapter then the period mentioned above (i, ii & iii) shall stand modified to that extent.
- Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

20. Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity dispatched/delivered to consignees and date;
- (ii) Quantity where incidental services have been satisfactorily completed with date;
- (iii) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- (iv) Date of completion of entire Contract including incidental services, if any; and
- (v) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

21. Right to Use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

22. Transfer and Subletting: The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.**23. Supplier Integrity**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

24. Installation & Demonstration

- The supplier is required to do supply installation and demonstration of the equipment within 60 days at the NIBMG, site of after issuing the order; otherwise, the penalty clause will be the same as per the supply of materials.
- In case of any 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. NIBMG will not be liable to any type of losses in any form.

25. Manuals and Drawings

- 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.
- ii. The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- iii. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

26. Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

27. Taxes

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. Prices to be inclusive of all taxes.

28. Duties

NIBMG is exempted from paying custom duty under notification No.51/96 (partially or fully) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party:

- a) Shipping details i.e., Master Airway Bill No. and House Airway No.(If exists)
- b) Invoice and packing list.

- c) Country of origin
- d) Forwarder details i.e., Name, Contact No., etc.

29. Payment

- I. **For Indigenous supplies:** 80% payment shall be made by the Purchaser within 30 days after successful delivery and installation and acceptance of the equipment at NIBMG in good condition, the balance 20% will be paid after successful commissioning, Training, on production of unconditional performance bank guarantee as specified (in Clause 6 of (GTC)tender terms and conditions) and after the entire satisfaction of the Purchaser.
- II. **For Imported items**
 - a. 100% payment after successful delivery, installation, commissioning, Training, on production of unconditional performance bank guarantee as specified and after the entire satisfaction of the Purchaser.
Or
 - b. 80% through Letter of Credit after successful delivery and installation and acceptance of the equipment at NIBMG in good condition and balance 20% through direct wire Transfer after successful commissioning, Training, on production of unconditional performance bank guarantee as specified (in Clause 6 of (GTC) tender terms and conditions) and after the entire satisfaction of the Purchaser.
- III. No advance payment will be made.

30. User list: Brochure detailing technical specifications and performance, list of industrial and Government educational/research establishments where the items enquired has been supplied by the Bidder or their OEM/Manufacture has undertaken such work during last threeyears must be provided. (Ref. Annexure-D)

31. 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. (Ref. Annexure-D)

32. Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructure 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. The supplier may visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

33. Spare Parts

The Supplier may be required to provide any or all of the materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier. 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 In the event of termination of production of the spare parts; Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but, in any case, within two months of placement of the order.

34. Defective Equipment: If any of the equipment supplied by the Supplier is found to be damaged substandard, refurbished, un-merchantable or not in accordance/consonance with the description/specification or otherwise faulty, the Indenter/committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers' cost and risk and the incidental expenses

incurred there on shall be recovered from the supplier. Defective part in the equipment, if found before installation or during warranty period, shall be replaced within 15 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 & conditions, NIBMG may consider "Banning" the supplier.

35. Termination for Default

- (i) The Purchaser may without prejudice to any other remedy for breach of contract by written notice of defaults to the Supplier may terminate the Contract in whole or part:
 - 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
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (ii) For the purpose of this Clause:
 - "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - "**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 Tenderer (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;"
- (iii) In the event of the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such a 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.

36. Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises immediately after completing the installation of the equipment.

37. Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications. **(Ref. Annexure-G-1)**

38. Evaluation of Offer:

L1 will be decided on the basis of the total as quoted in the price bid.

Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:

- a. Non submission of complete offers.
- b. Receipt of offers after due date and time and or by email/fax (unless specified otherwise).
- c. Receipt of offers in open conditions.

In case any TENDERER is silent on any clauses mentioned in this tender document, the Institute shall construe that the TENDERER had accepted the clauses as per the invitation to tender.

No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

39. Force Majeure

- (i) The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure (with documentary evidence).
- (ii) 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 (NIBMG) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

40. Resolution of Disputes

- (i) The Purchaser (NIBMG) and the supplier shall make every effort to resolve amicably any disagreement or dispute arising between them by direct informal negotiation in connection with the Contract.
- (ii) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser (NIBMG) and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- (iii) In case of Dispute or difference arising between the Purchaser (NIBMG) and the domestic supplier relating to any matter arising out of this agreement, such disputes or difference shall be settled in accordance with the rules there under or any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings under the provisions of the Indian Arbitration and Conciliation Act, 1996.

The dispute shall be referred to the Director, NIBMG and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him (Director, NIBMG) 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.

- (iv) In the case of a dispute between the purchaser (NIBMG) and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with above provision. If this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (v) The venue of the arbitration shall be the place from where the order is issued.

41. Applicable Law: The Contract/Supply order shall be governed by the laws of India. The Contract/Supply Order shall be deemed to have been made at the place from where the purchase order is issued.

42. Jurisdiction: All suits arising out of the performance of the Contract/Supply order shall be instituted in a Court of jurisdiction located within the limits of Kolkata and in no other Court.

- 43.**
- a. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 - b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 - c. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

44. The buyer reserves the right to cancel a participating bid if improper/incomplete documentation is submitted.

45. IF bidder/OEM is found to have filed for bankruptcy or financial statement / shows negative balance, the bid shall be deemed unresponsive, hence, disqualified.

46. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser (NIBMG) and Supplier.

(i) **Purchaser(NIBMG):**
On behalf of the
Director, NIBMG
National Institute of Biomedical Genomics.
P.O.: N.S.S.,
Kalyani-741251 INDIA

(i) **Supplier:**(To be filled in by the supplier)

M/s

.....

Seal:-
 Place &
 Date:

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the tender document	Remarks , if any
1. a.	Have you enclosed EMD of required amount?(With The Technical Bid Envelope)			
b.	Have you enclosed the tender documents fee?(With The Technical Bid Envelope)			
2. a.	Have you enclosed duly filled & signed Tender Form			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4.	Have you submitted manufacturer's authorization certificate?			
5.	Have you submitted prices of goods in the Price Schedule?			
6.	Have you kept validity of tender for 180 days from the Tender Opening date?			
7.	Have you furnished? Copies of IT Returns for the last three financial years. Proof of GSTNo., Proof of PAN Card in respect of Firm or Proprietor as the case may be.			
8.	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number (Principal company and Local Distributor)			

SI No.	Activity	Yes/ No/ NA	Page No. in the tender document	Remarks , if any
9.	Have you enclosed other all declarations, documents required to be submitted as per Tender in including Annexure-'A, B, C, D, E, F, G, G-1, H, I, J, K, L, M, N, O & P duly compliant?			
10.	Have you enclosed other all declarations; documents required to be submitted as per Tender			
11.	In Two Bid system, Single combined offer has not been submitted OR 'Price Bid' has not been enclosed in the Envelope marked 'Technical Bid'			

N.B.

1. All pages of the Tender should be page numbered and indexed.

- 2.** The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable (NA), it may be filled up as NA.

It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

“DETAILS TO BE FILLED BY FIRM”

Tender Enquiry Ref No. NIBMG/		/2025-26	Dated: . .2025.
1	PROCUREMENT GROUP NAME (as mentioned in tender enquiry)		
2	Name of the Firm/Manufacturer/Principal		
	Complete Correspondence Address		
	Write status whether Firm/Manufacturer/Principal		
	Phone		
	Fax		
	e-mail ID		
	CONTACT PERSON (Name & Designation)		
	CONTACT PERSON NO. (MOB.)		
3	Name & Address of authorized Sole Selling Agent/Distributor, if like to incorporate in Rate contract. (In case applicable, duly furnished Declaration-III provided with TechnicalBid		
	Phone		
	Fax		
	e-mail ID		
	CONTACT PERSON (Name & Designation)		
	CONTACT PERSON NO. (MOB.)		
4	Status of the Firm (SMALL/MEDIUM/LARGE SCALE)		

5	Registration with NSIC/MSME (Registration No. & date with validity date)	
6	Details of your Bank for payment transfer through RTGS/NEFT	To furnish below
	Contact person name of Firm with Phone, Fax No. & Email ID	
	Name of Bank & Branch	
	Bank address and contact number	
	9-digit code number of Bank and Branch	
	IFSC code of the Bank branch for fund transfer via RTGS	
	Type of Bank Account (Saving, Current or Cash Credit Account)	
	Complete Bank Account number as printed in cheque book	
7	Any other discount offered (at the option of the Firm) - mention details of such discount, if any	
8	GST registration No. & Date (copy of registration to be enclosed with Technical Bid)	
9	PAN No. (copy of PAN to be enclosed with the Technical Bid)	
10	Earnest Money Deposit (EMD) payment details (in case not registered with NSIC/not the manufacturer - registration should be valid as on the date of tender)	To furnish below
11	Remarks, if any	

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of
theTenderer)For and on behalf of

(Name, address and stamp of the tendering
firm)

“ANNEXURE-A”**UNDERTAKING**

Each Tenderer/Bidder has to submit an undertaking to the effect that the he/she/they undertake that:

- (i) The documents submitted by the Bidder/Tenderer are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, Bidder/Tenderer shall be liable for criminal action and such compensation payable to NIBMG as may be decided by the Institute.
- (ii) The Bidder/Tenderer will not withdraw his/her/their tender after opening of Technical Bid and if done so; his/her/their EMD may be forfeited.
- (iii) The Bidder has not been blacklisted by any of the Government Department/ Government Institutions etc. during the last three years.
- (iv) There is no complaint against the Bidder/Tenderer such as “*delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc.* and for which ‘no punishment of any type’ has been given/awarded by any of the Govt. Depts. /Govt. Institutions etc.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

“ANNEXURE-B”

FALL CLAUSE NOTICE CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____.

The prices charged for the stores supplied under limited tender should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the “FALL CLAUSE” will be applicable.

In case, if the price charged by our firm is more, NIBMG will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

“ANNEXURE-C”**DECLARATION SHEET**

We hereby certify that all the information and data furnished by our organization with regard to the tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology/product updates and extend support for the warranty.

We further specifically certify that our organization has not been Blacklisted/Delisted or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

The prices quoted in the financial bids are subsidized due to the academic discount given to NIBMG.

NAME & ADDRESS OF THE Vendor/Manufacturer/Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
EMD Payment Acknowledgement Copy	

Note: This declaration sheet should be on the **Letterhead of the company** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Technical bid.

(Signature of the Tenderer)

Name:

Seal of the Company

“ANNEXURE-D”**LIST OF GOVERNMENT RESEARCH INSTITUTES/ORGANIZATIONS**

List of Government Research Institutes/Organizations for whom the Tenderer or their OEM/Manufacture has under-. taken such work during last three years (must be supported with work orders)		
Name of the organization	Name of Contact Person	Contact No.

Name of application specialist/Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.		
Name of the organization	Name of Contact Person	Contact No.

Signature of Tenderer:**Name:****Designation:****Organization Name:****Contact No.:**

“ANNEXURE-E”

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

The Director**National Institute of Biomedical****Genomics****P.O.: N.S.S., Kalyani-741251****Sub: Authorization for release of payment/dues from National Institute of Biomedical Genomics, Kalyani through Electronic Wire Transfer/RTGS Transfer.****1. Name of the Principal Firm/Authorized Company:****2. Address of the Party:**

City _____ Pin Code _____

E-Mail ID _____

Mob No: _____

3. (a)Particulars of Bank [for Principal company]

Bank Name		Branch Name	
Branch Address			
Name of Beneficiary			
Bank Account			
Branch Code		Swift Code	

(b)Particulars of Bank [for Local Company]

Bank Name		Branch Name	
Branch Address			
Name of Beneficiary			
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11-digitalphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Director, National Institute of Biomedical Genomics, Kalyani responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through Wire transfer/NEFT/RTGS Transfer.

Place:

Date: _____

Signature& Seal of the Authorized Signatory of the Party

MANUFACTURERS' AUTHORIZATION FORM

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date:*[insert date (as day, month and year) of Bid Submission]*

Tender No.:*[insert number from Invitation for Bids]*

To:*[insert complete name and address of Purchaser]*

WHEREAS

We*[insert complete name of Manufacturer]*,who are official manufacturers of*[insert type of goods manufactured]*,having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize*[insert complete name of Tenderer]*to submit a bid the purpose of which isto provide the following Goods, manufactured by us*[insert name and or brief description ofthe Goods]*,and to subsequently negotiate and sign the Contract.

No company or firm or individual other than M/s_____is authorized to bid andconclude the contract in regard to this business.

We hereby extend our full guarantee and warranty in accordance with Clause 6 of the Termsand Conditions, with respect to the Goods offered by the above firm.

This authorization is valid up to or till it is revoked.

Signed:*[insert signature(s) of authorized representative(s) of the*

*Manufacturer]*Name: *[insert complete name(s)of authorized*

*representative(s)of the Manufacturer]*Title:*[inserttitle]*

Duly authorized to sign this Authorization on behalf of:*[insert complete name of Tenderer]*

Dated on day of, *[insert date of signing]*

“ANNEXURE-G”

Technical Specifications of the System: Flow Cytometry System for cell sorting with fluorescence-activated and image-based sorting capability

Specifications:**System:**

1. The flow cytometer system must support integrated, multi-colour fluorescence image-based cell sorting.
2. The system must include optical configurations with three lasers (Blue, Red, and Violet) or more.
3. All lasers must be spatially separated, solid-state and air-cooled.
4. The system must have ability to get upgraded to 5-laser configuration (with UV and Yellow/Green) in future.
5. System must come with a minimum of 40 distinct spectral detectors with forward and side scatter parameters.
6. The system must be enclosed within a Class II (type A2) biosafety cabinet with certification.
7. The system must come with its compatible table or stand as applicable.
8. The flow cytometer must be able to give label-free images as well as the images of minimum three fluorescent markers.
9. The flow cytometer must be able to analyze and sort heterogeneous cell populations based on morphological changes in cells in label free manner.
10. The flow cytometer must be capable of image-based discriminating and sorting cell doublets from singlets.
11. The flow cytometer must enable the morphological identification and sorting of cell-cell interactions, including cell synapses.
12. The flow cytometer must also be able to visually discriminate and sort cells based on intracellular localization of transcription factors either in nucleus or cytosol.
13. The flow cytometer must also be able to visually discriminate and sort cells based solely on spatial and morphological features without the need for staining with fluorescence-tagged antibodies.
14. The system must come with Minimum of 3 quantities of nozzles each of all supplied nozzles.
15. The system must include a temperature control option from 4 to 37 °C or better.

16. Research articles demonstrating the full functional capabilities of spectral unmixing of the quoted model must be provided.
17. Research articles demonstrating the full functional capabilities of image-based sorting of the quoted model must be provided.
18. The system must come with sort collection device for 1.5- to 5-ml tubes for 6-way, 4-way, 2-way and one-way sorting.
19. The system must come with sort collection device for multi-well plates including 384-wells, 96-wells, and 24-wells.
20. Warranty: OEM must provide 5 years of warranty on complete system, including all lasers and all provided accessories.

Additional Requirements:

1. A compatible offline work-station, editing software (MS office), a colour laser printer with table and chair must be included.
2. Flow-Jo data analysis software with minimum of 5-year license must be included.
3. Start-up reagents including 25 quantities of sheath fluid must be included.
4. Training: The vendor must provide on-site post-installation training by technical experts.
5. Support: The technical support team of OEM must be locally available. Sustained comprehensive support on all aspects of the workflow must be provided by OEM.
6. The vendor/bidder must have a direct presence in India. Provide details of the reputed institutions/ organizations in India where the quoted system has been installed, along with the contact information.

Note:

- In a tabular format every point in each section a compliance note should be provided. If this document is missing or not complete in all aspects, then the bid will be cancelled. Every page of this document will need to be signed and stamped by the vendor. In case of any deviation (for better or worse) – it should be noted in an additional column.
- Bidders must clearly specify the after sales/service/application support capabilities.
- Complete warranty is required for entire system (including all lasers) for 5 years and must be included in the primary quote.
- Cost of additional 2-laser (UV and Yellow/Green) upgradation should be provided as each optional items.
- Provide all information about pre-installation requirements (i.e. room, environment) for system installation.

- Online UPS for the complete system including lasers should be included in the supply.
- All the claims for the system should be accompanied by company brochures which need to be highlighted and marked for each specific claims. Particular care should be taken at all the claims are verifiable in documents available in the public domain.
- Training for personnel on the system should be provided free of cost as follows:
 - One basic and advanced training in the 1st year;
 - One basic and advanced training in the 2nd year;
 - One advanced training in the 3rd year.
 - One advanced training in the 4th year.
 - One advanced training in the 5th year.

Agreement of this training schedule must be included in the compliance document as a note.

“ANNEXURE-G-1”**TECHNICAL COMPLIANCE STATEMENT FORM**

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

QUALIFICATION REQUIREMENTS

- 1 The Bidder should be a original manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. Such equipment's must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
- 2 The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
- 3 **Bids should be compliant to the Rule 144(xi) and its amendments thereof**
- 4 The bidder should have executed at least one similar order successfully during the preceding three financial years.
The details should be incorporated in the performance statement form along with documentary evidence.
- 5 Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
- 6 That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if

successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract. The bidder or his agent must have an office in Delhi.

- 7 That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- 8 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- 9 Other things being equal, preference shall be given to firms who or his principal has supplied and installed similar system at any CSIR/ICAR/ICMR/DAE/DRDO/DST/DBT/other Govt. or autonomous research Labs in India.
- 10 *Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.*

(Name, address and stamp of the tendering firm)

Annexure-H**Format of Bank Guarantee****PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE**

(On Non-judicial stamp paper of Rs.100.00)

Place :

Date.....

B.G. No:

Value: Rs.....

National Institute of Biomedical Genomics Post: N.S.S, Kalyani: 741 251

SUBJECT: BANK GUARANTEE OF RS... ..TOWARDS PERFORMANCE GUARANTEE FOR

.....in National Institute of Biomedical Genomics, Kalyani, West Bengal.

(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of contractor/vendor) (hereinafter called the Contractor) have entered into contract for

..... (insert name of the contract) in National Institute of Biomedical Genomics, Kalyani, West Bengal.as mentioned in the letter of intent and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” and that the Contractor has agreed to produce a Performance Guarantee amounting to 5% (five percent) of the contract to NIBMG for performing their part of the contract obligations their liability ceases.

AND WHEREAS in terms of the said Contract, the contractor is required to furnish to NIBMG a Guarantee of a Nationalized Bank for a value of Rs.....to be valid up to ().

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a guarantee in favour of NIBMG and Guarantees in the manner hereinafter appearing.

In consideration of the premises, we (name of bank and its branch) having our office at (address) hereafter called the “Guarantor” (which expression shall include its successors and assigns) hereby expressly, irrevocably and unreservedly undertake and guarantee that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between NIBMG and the contractor the Guarantor shall, without demur and without reference to the contractor pay to NIBMG immediately any sum claimed by NIBMG under the said contract up to a maximum amount of Rs..... (Rupees only).

In case the amount demanded by NIBMG is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs..... (Rupees only).

Such payment shall be notwithstanding any right the contractor may have directly against NIBMG or any disputes raised by the Contractor with NIBMG or any suits or

proceedings pending in any competent court or before any arbitrator. NIBMG's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from this undertaking and Guarantee, by any arrangement, variations made between NIBMG and the Contractor and or indulgence shown to the contractor by NIBMG, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by NIBMG in writing whichever is later.

a) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of NIBMG.

b) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other

body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee NIBMG will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to NIBMG of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to NIBMG in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove the envelope containing the notice was posted and a certificate signed by an officer of NIBMG that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs.....

This guarantee will remain valid up to unless a demand or claim under this guarantee is made in writing on or before the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the.

For (Name of Bank) (Signature/s with designation/s of signatory/ies)

(Name and Stamp of Bank)

Place:.....

Date.....

Annexure-I

DECLARATION BY BIDDER
(To be submitted in Manufacturer's/Bidder's Letter Head)

To,
THE DIRECTOR
NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS
P.O: N.S.S KALYANI- 741251 NADIA, WEST BENGAL.

I confirm that:-

I _____ Son/Daughter/Wife of Shri Proprietor/Director /Partner/ Manager
Resident of _____ authorized signatory of the Agency/Firm
_____, am competent to sign this Declaration and execute this
application document.

No employee or direct relation of any employee of NIBMG is in way connected as
Partner /Shareholder/Director/Advisor/Consultant/Employee etc. with the Company.

The information furnished is correct to the best of my knowledge and belief.

I have read and understood the general instructions to vendors and undertake to
abide by the same.

.....
(Signature of Proprietor/Partner/Chief Executive)

Name

(In Capital Letters)

(Seal of Service Provider)

Place : _____

Annexure-J

BLACKLISTING DECLARATION
(To be submitted in Manufacturer's/Bidder's Letter Head)

To
THE DIRECTOR
NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS
P.O: N.S.S KALYANI- 741251 NADIA, WEST BENGAL

Date:

Dear Sir,
We M/s _____ hereby declare/clarify that we have not been banned
by any Government or quasi Government agencies or Public Sector
Undertakings.

NOTE: If you are banned by any Government or Quasi Government Agencies
or Public Sector Undertakings, the fact must be clearly stated with details.

Thank you.

Signature with Seal of the Manufacturer/ Bidder

Place :
Date:

Annexure-K**FINANCIAL STATUS STATEMENT OF THE MANUFACTURER/BIDDER FOR LAST THREE YEARS**

The details to be furnished must be supported by figures in balance sheet/profit and loss account and relevant authorized documents.

Or The said data on the letterhead of your Chartered accountant can also be accepted in lieu of supporting documents.

Sl No.	Financial / Accountin g Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in Indian Rupees)
1	2022-23			
2	2023-24			
3	2024-25			
AVERAGE TURNOVER OF LAST THREE YEARS EXCLUDING CURRENT YEAR DATA				

Annexure-L

Warranty Compliance Undertaking

(To be submitted in Manufacturer's/Bidder's Letter Head)

To
THE DIRECTOR
NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS
P.O: N.S.S KALYANI- 741251 NADIA, WEST BENGAL

Date:

Dear Sir,

Subject: Flow Cytometry System for cell sorting with fluorescence-activated and image-based sorting capability and vide your above tender notice if we get the contract order from you.

This bears reference to our quote no. _____ dated _____

- 1) We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.
- 2) Alternative equipment/goods shall be provided free of cost to the Institute within two weeks in case of major defects arising in the existing equipment/goods/machine in the warranty period of 5 year.

Yours faithfully

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

Integrity Pact**Format of Integrity Pact****INTEGRITY PACT**

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by MANAGER (ADMINISTRATION) (S & P OFFICER) hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

Section A: Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.
- d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section B: – Commitments of the Bidder(s)/Contractor(s)

- a) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of

- 1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 9 – Pact Duration This Pact begins when both parties have legally signed it.

It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, National Institute of Biomedical Genomics.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e. Kalyani.

- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



(For & On behalf of the Principal)
(Office Seal)

Place.....**KALYANI**.....
Date.....**22/07/22**.....

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....
Date.....

Witness 1: (Name & Address):

Witness 2: (Name & Address):

Annexure-N

Declaration pertaining to bidder and / OEM not belonging to countries sharing land borders and having borderline disputes with India

We _____ hereby certify that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subsidiary from such countries.

We _____ certify that this _____ (bidder name) is not from such a country or, if from such a country, has been registered with the Department of Promotion of Industry and internal Trade (DPIIT).

We _____ hereby certify that this _____ (bidder name) fulfils all requirements in this regard and is eligible to be considered for procurement.

We _____ has not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong, and criminal and legal action can be taken against my/our Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.

Signature of the Bidder/Tenderer (Name) Seal of the Company

ANNEXURE-O

PRICE BID
(For Indigenous items)

Reference/Tender No.: -

Due Date: -

Sl. No.	Description of Item	Qty	Unit Price	Discount(%)	GST(%)	Other charges (if any, please specify details)	Total Price
1	Flow Cytometry System for cell sorting with fluorescence-activated and image-based sorting capability (As per technical specifications with 5 years warranty)	1					

- Please provide item-wise pricing with requisite catalogue numbers
1. Delivery Mode: -Delivery at Institute, at site only. (In any case the delivery period should not exceed 08 weeks)
 2. Total price bids in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
 3. Delivery Period: 08 Weeks from the Issue of Purchase Order or from the Letter of Credit issue date. (Whichever is applicable)
 4. Validity of the bid 180 days from the date of submission of quotation/tender.
 5. Terms of payment: As mentioned in the Payment Terms.

Signature.....
 Name.....
 Business
 Address.....
 ...

 Affix Rubber Stamp.....
 Place:
 Date:

Note: - Price Bid should be submitted in the given format only. For additional information/extra items above format may be typed and used.

Annexure-P**PRICE BID****(For Imported items)**

Sl. No.	Description of Item	Qty	Unit Price	Currency	Discount	Ex-works price	Packing + Handling + DOC+ Inland Freight	FOB Price	Insurance+ Freight	CIF/CIP Price
1	Flow Cytometry System for cell sorting with fluorescence-activated and image-based sorting capability (As per technical specifications with 5 years warranty)	1								

- Please provide item-wise pricing with requisite catalogue numbers

Reference/Tender No.: -

Due Date: -

1. Delivery Period: 08 Weeks from the Issue of Purchase Order or from the Letter of Credit issue date. (Whichever is applicable)
2. Terms of payment: As mentioned in the payment Terms & conditions
3. Validity of the bid 180 days from the date of submission of quotation/tender.
4. Mode of Shipment:

Signature.....

Name.....

Business Address.....

Affix Rubber Stamp.....

Place:

Date.....

Note: The above financial template should be strictly followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender.

Flow Cytometry System for Cell Sorting with Fluorescence-Activated and Image-Based Sorting Capability