



NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

TENDER ENQUIRY DOCUMENT

(Two Bid System)

E Tender ID.: No. NIBMG/BSL-III/2021-22/06 Date: 27.10.2021

**Design, Supply, Installation, Testing and Commissioning and Validation of
Prefabricated Modular BSL-III**

No. NIBMG/BSL-III/2021-22/06**Date: 27.10.2021****CRITICAL DATE SHEET**

Published Date	27.10.2021 (06.00 PM)
Bid Document Download / Sale Start Date	28.10.2021 (09:00 AM)
Clarification Start Date	28.10.2021 (09:00 AM)
Clarification End Date	30.10.2021 (02.00 PM)
Pre-bid meeting Date	02.11.2021 (11.30 AM)
Bid Submission Start Date	28.10.2021 (09:00 AM)
Bid Submission End Date	10.11.2021 (02.00 PM)
Bid Opening Date	11.11.2021 (02.30 PM)

PART-I

On behalf of the Director, National Institute of Biomedical Genomics, Kalyani, Nadia, West Bengal, India, **online bids** through www.eprocure.gov.in are invited under **TWO BID SYSTEM** from Original Manufacturers/ their Authorized Dealers/ Sole Selling Agent/Vendors who possess the qualifying requirements as specified in the tender for the supply, installation and satisfactory demonstration/ commissioning of the following Equipment/ Goods/ Item(s) / Provide the Service/Work mentioned in this tender notice.

S/N	Name of the Item(s)/ Equipment/Goods	Quantity	EMD amount in INR (refundable)	Bid Type
1	Design, Supply, Installation, Testing and Commissioning and Validation of Prefabricated Modular BSL-III	1	Rs. 8,50,000/-	ONLINE TWO BID

PLEASE NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER. MANUAL SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Amendment, Corrigendum if any to this tender document, WILL BE HOSTED in the above e-tender portal as well as in NIBMG WEBSITE and no separate Press Notification will be issued. Bidders are advised to visit the above website regularly to know such details.

EMD/Bid Security:- Earnest Money Deposit (EMD)/ Bid Security (BS) mentioned above must be deposited to the Bank account (Account Name : National Institute of Biomedical Genomics, Bank Name & Branch : Punjab National Bank, Kalyani Nadia West Bengal, Account No. 0579050053288, IFSC : PUNB0057920". **A copy of the transaction advice of EMD/BS should be submitted along with the technical bid while submitting the tenders through e-tender portal.** (For further details regarding Bid Security/EMD, please refer to the Tender paper).

Delivery Schedule: - The supply, installation, commissioning, training and demonstration shall be completed at our site within **90 days** from the date of issue of Purchase Order.

The name of the technically qualified Vendor(s)/ Bidder(s) as well as the names of the unqualified Vendor(s)/Bidder(s) will be available in our e-tender portal and in our website along with the reason of rejection of the technical unpriced bid of a firm.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH for the purchaser (NIBMG), the submission/opening of the tender will be on the next working day as per the time scheduled.

Pre – Bid Conference: -

A Pre-Bid Conference will be held as per the schedule given above. All prospective bidders are requested to submit their queries/clarifications on or before 30th October, 2021 up to 02:00 p.m. (IST) to the following address who is the purchaser also.

To
Dr. Bhaswati Pandit
Associate Professor (Officer in Charge - BSL III Lab)
National Institute of Biomedical
Genomics,
PO N S S, Kalyani Nadia, West Bengal
India, PIN 741251.
Email: bp1@nibmg.ac.in

The changes, if any, made in the Tender Document after the Pre-Bid Conference would be treated as amendment to the Tender Document and the same would be hosted on E-tender Portal (URL: <https://eprocure.gov.in>) and NIBMG website (www.nibmg.ac.in) as Corrigendum to enable all the bidder to take note of the amendments. Specifications & terms and conditions finalized after Pre-Bid Conference

would not be changed further and would be basis of evaluation and consequently there shall be no occasion for revision of technical or price bid. **Therefore, Bidders should submit their bids after Pre-Bid Conference.**

Pre-Bid Conference Schedule

Date & Time Venue	02.11.2021 (11.30 AM) (IST) in the Conference Room at NIBMG
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Guidelines for bidders for online bid submission: -

1. The tender form/bid documents may be downloaded from the E-tender Portal (URL: <https://eprocure.gov.in>) as well as from our website www.nibmg.ac.in
2. The bids in Two Bid System must be submitted through the E-tender Portal (URL: <https://eprocure.gov.in>) as per the above schedule in e-tender mode only.
Manual/Offline bid shall not be accepted under any circumstances.
3. Any Amendment/Corrigendum for this tender document will be hosted in NIBMG Website (www.nibmg.ac.in) and in the E-tender Portal <https://eprocure.gov.in> only and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.
4. In the event of the date specified for bid opening being declared as a closed holiday for NIBMG the due date for opening of bids will be the following working day at the appointed time.
5. Interested Bidders may visit site on any working day between 10:00 am to 04:00 pm on or before the bid closing date.
6. Address for communication:

To
Dr. Bhaswati Pandit
Associate Professor
National Institute of Biomedical Genomics,
PO N S S, Kalyani Nadia, West Bengal
India, PIN 741251.
Email: bp1@nibmg.ac.in
7. Bidders are requested to submit their bid as per the specifications and terms & conditions of the Notice Inviting e-Tender.

MAIN CLAUSES OF THE TURN-KEY

Turnkey contracts often seek to regulate in detail all issues which possibly might arise between the parties. The main clauses of a turnkey contract are design of the project, the construction site, time for completion, price and payments, performance guarantees and the law governing the contract. Design of the project in principle it is the contractor's responsibility that the design of the project is complete, sufficient, and adequate and assures the facility meets the contractually required performance. If one were to consider the design obligations as distinct from those of construction, the nature of these obligations and the question whether they have been performed properly might have to be determined independently of the quality and performance of the finally constructed plan.

OBLIGATIONS OF PURCHASER AND CONTRACTOR

The main obligations of the purchaser are:

- Giving the contractor access to the site.
- Assisting the contractor with obtaining licenses and permits.

- Paying the contract price.

The Bidder's / contractor s main obligations are:

- To obtain the necessary permits, licenses & statutory compliances.
- To carry out the design of the works.
- To provide the purchaser with the required operation and maintenance manuals.
- To provide the works on a turnkey basis and remedy defects in accordance with the contract.
- To depute manpower for providing necessary training to authorized staff / officer of purchaser.

Terms of Payment: (Bidder may choose from the following options).

- Payment to be made in Indian Rupees only. Request for making Payment in any other currency will not be accepted.
- Seventy percent (70%) payment will be released on pro-rata basis/ running bill basis based on the invoice (i.e. @70% cost of the supplied items) for the materials delivered at site in good physical condition.
- Thirty percent (30%) payment will be released against successful installation of the items and submission of operation/user's manual, and guarantee/warranty cards on pro-rata basis or running bill basis.
- In case percentage of payment mentioned at (b) and (c) exceed 70% (seventy percent) of total PO-cum works contract value,
- Final payment will be released on completion of the project on acceptance, satisfactory installation & commissioning including providing of Training after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. However, if you fail to fulfil the contract within the total time limit, then NIBMG will recover an interest equal to S/B account from the vendor.
- Maximum 3 (three) partial payments and 1 (one) final payment will be allowed by NIBMG.
- Advance payment, if any demanded by firms against this turn-key contracts:** Such advance payments should not exceed the following limits:
 - Thirty percent (30%) of the contract value to private firms on submission of Bank Guarantee, the value of which will be 40% of the order value, valid for 01 (one) year, from a Scheduled Bank.
 - Forty percent (40%) of the contract value to a State or Central Government agency or a Public Sector Undertaking on submission of Bank Guarantee, the value of which will be 50% of the order value, valid for 01 (one) year, from a Scheduled Bank

Balance payment will be released after successful installation, demonstration, commissioning including providing of Training acceptable to NIBMG, Kalyani in approximately 30 working days upon submission of claim supported by the acceptance certificate issued by the Purchaser. However, in case of advance payment if the bidder fails to fulfil the contract within the time limit, then NIBMG may recover the advance amount with an interest equal to 3% p.a. from the bidder.

PART-II

E-TENDERING INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NIBMG Kalyani has decided to use the portal www.eprocure.gov.in.

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

Bid submission.

The entire bid-submission would be online on the CPP portal i.e. <https://www.eprocure.gov.in>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART will consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART will consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule are to be uploaded. If required, additional documents in support of taxes, quoted duties etc. may also be uploaded.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of NIBMG by the bidders in time, then NIBMG will take the corrective measures in consultation with CPP authority i.e. <https://www.eprocure.gov.in>.

Other Instructions

For further instructions, the vendor should visit the homepage of the portal i.e. <https://www.eprocure.gov.in>. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

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SECURITY DEPOSIT / PERFORMANCE SECURITY FORM FOR USE AFTER PURCHASE ORDER/CONTRACT Annexure – 19	

Read all forms carefully and submit it exactly same as per the given formats. Changing of any wording of the format may result in rejection of your bids.

PART-III

1	Eligibility of Bidders/Pre-Qualification
	<p>(a) This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ Sole Selling Agent/Vendors/suppliers registered in India to quote for this tender as per Manufacturer's Authorization Form, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender will submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm/organization. If it is detected that the person so signing the Tender has no authority to do so, the Director, NIBMG may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages.</p> <p>(b) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.</p> <p>(c) Other things being equal, preference will be / may be given to firms who or his principal has supplied and installed similar system at any DBT/DAE/CSIR/ICAR/ICMR/DRDO/DST/other Govt. or autonomous research Laboratories/ Institute in India.</p> <p>(d) The Bidder should be a manufacturer, or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment/goods(s) similar to the type specified in the "Technical Specification". Such equipment/goods 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. 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.</p> <p>(e) Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details, spares will be stocked <i>in situ</i> at NIBMG</p> <p>(f) The bidder should have an average annual turnover of ₹ 5.00 crore per year for the last 03 financial year.</p> <p>(g) The bidder should have executed at-least 01 similar order in the last 03 financial year.</p> <p>(h) The bidders should also qualify other terms & conditions as specified in the contract.</p> <p>(i) The bidder should have at-least 3 (Three) trained / certified Biosafety professionals / Engineers by an International Biosafety Association and a copy of certificate to be enclosed with tender.</p> <p>(j) Firms preferred to be ISO 9000 or higher compliant.</p> <p>(k) The Bidder should have experience of successful supply/ installation of at least 01 Biosafety Laboratory level-III (BSL-III) in last 3 years.</p>

	<p>(m) The Bidder should have the experience and setup for providing Operation and Maintenance Services for at least 1 BSL-III. Details should be submitted along with copies of work orders from the client.</p> <p>(n) Three trained persons including one service engineer should be stationed for the Routine maintenance of the BSL-III Lab after successful completion for next 5 years.</p> <p>(o) Lab should be in compliance with national and international standards as per WHO, CDC-BMBL, NIH Guidelines and DBT Guidelines as issued.</p> <p>(p) The bidder should not have been blacklisted, debarred, or expelled by Union Government/State Governments/ PSU's etc. on the date of submission of Bid.</p> <p>(q) As it is turnkey project every bidder will present their technical details in front of technical evaluation committee. The presentation will be approximately of 45 minutes covering the design/technical specification only, no financial details are to be disclosed during the presentation.</p> <p>(r) Satisfactory completion and maintenance certificates should be submitted.</p>
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PART-IV

S/N	INSTRUCTIONS TO BIDDER: -
1	Fraud and corruption:
	<p>The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of his policy, the following are defined:</p> <p>(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.</p> <p>(c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and</p> <p>(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</p> <p>(e) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p> <p>(f) Certificate of code of Integrity should be submitted.</p>
2	Cost of Bidding
	The Bidder will bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3	Cost of Bidding Documents
	The bidding documents can be downloaded free of cost from our website, or from E-tender portal (https://www.eprocure.gov.in) OR www.nibmg.ac.in
4	Content of Bidding Documents
	The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The Bidder is expected 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 to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
5	Clarification of bidding documents
	A prospective Bidder requiring any queries/clarification of the Bidding Documents will contact the Purchaser in writing at the Purchaser's address. The Purchaser will respond in writing or by email to any request for clarification, provided that such request is received not later than the date of Pre-bid meeting unless otherwise a Pre-bid meeting is not arranged. Queries/clarifications should be sent in advance by Post/e-mail to the Purchaser. The Purchaser, however, will not be liable for non-receipt of such queries, etc. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids. The amendments issued would be hosted on the

	<p>website of the purchaser (http://www.nibmg.ac.in) for the benefit of the other prospective bidders. Therefore, all bidders are requested to please note that all future amendments/corrigendum will be published on NIBMG website and E-tender portal (https://www.eprocure.gov.in), and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit our website for any such updates.</p>
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6	Amendment of Bidding Documents
	At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. All prospective bidders who have downloaded the tender documents should search the E-tender portal (https://www.eprocure.gov.in) from time to time to know about the amendments/ corrigenda in the tender document as the amendments/ corrigendum's will be hosted in the E-tender portal. The same would also be hosted on the website of the purchaser (http://www.nibmg.ac.in) and all prospective bidders are expected to search the both the above-mentioned websites before submitting their bids to take cognizance of the amendments. In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser (http://www.nibmg.ac.in) and in E-tender Portal (https://www.eprocure.gov.in).
7	Language of Bid
	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in English language .
8	Documents Comprising the E-Bid:
	<p>The bidder is required to upload bids on the E-tender portal in two parts for equipment/ item/good separately. One part is the Technical Unpriced Bid and the other part is the Financial/Price Bid.</p> <p>A) Cover-1:</p> <p>The Technical Unpriced Bid prepared by the Bidder shall include the following documents without indicating the price in the Bid Form. The following documents should be scanned and uploaded in PDF format in E-tender Portal in separate covers while submitting the e - Bids</p> <ol style="list-style-type: none"> Bid Letter [Part – VIII] Tender Form Format (Technical Unpriced Bid) with all details. 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. Technical Unpriced Bid Compliance Sheet Manufacturer's Authorization Form, if required Service Support Details Form Agency's Experience Form Undertaking to submit Performance Bank Guarantee Fall Clause Undertaking Certificate by Chartered Accountant for the firms registered under MSME Act Declaration- General Delisting Declaration Financial Statement [Balance sheet & P & L] of the Manufacturer/Bidder for the last three financial years Bank Solvency Certificate Warranty Compliance Undertaking Manufacturers (OEM) Undertaking to Provide Spares & Service for at least 5(five) years from the date of supply & Installation. EMD / BID Security as mentioned in the Tender.

	<p>B.</p> <ul style="list-style-type: none"> a) Letter to be submitted by the Vendor/Bidder in their letterhead along with a cancelled cheque for INR payment. b) Copy of valid trade license. c) Copy of GST registration certificate. d) Copy of PAN of the firm. e) ITR for last 3 years along -with audited accounts / Certificate from the Chartered Accountant. f) Copy of order along-with completion certificate of BSL-III, not older than 03 years. g) Design of the BSL – III, with specification. h) List of Scientific Equipment, with make as mentioned in Part – VII (Technical Specification) <p>C. Cover-2:</p> <p>The Price/ Financial Bid in .XLS format in E-tender Portal in separate cover while submitting the e-Bids.</p>
9	<p>Technical Unpriced Bid:</p>
	<p>Only competent firm who can supply the material as per required specification should submit the Bid with supporting technical documents as the specification is essence of this procurement. This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered EXCLUDING ANY PRICE DETAILS THEREOF. Technical unpriced bid should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar items, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the bidder for purchase, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the bidders without price.</p> <p>The bidder shall take special care NOT TO MIX UP the price of the item in this part of the tender. Manufacturer's name, makes, model, catalogue/part no. /code no. etc. should be clearly mentioned. If imported, then the name, full address, phone, website and e-mail of the Beneficiary/Manufacturer and authorized Indian agent (if you are a sub-agent) should be mentioned. The Items being quoted should be of Original Manufacturer and no non-standard/ sub-standard item should be quoted. All detailed specifications and make of the items to be quoted should be clearly mentioned and attached with the offer. In case of proprietary or patented item, necessary certificates in support of the same should be attached.</p> <p>Bidders are required to submit their technical unpriced bids in the Technical Unpriced Bid Format. The Technical unpriced bid prepared by the Bidder shall include the following without indicating the price in the bid form.</p> <ul style="list-style-type: none"> (i) Technical Unpriced Bid Compliance Sheet & Service support details Form; (ii) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted. (iii) Manufacturer's Authorization Form, Service Support Details Form, Agency's Experience Form, Declaration- General, Delisting Declaration, Certificate by the Chartered Account for MSMED firm, Financial Status Statement of the Manufacturer/Bidder for the last three financial years, Warranty Compliance Undertaking and Manufacturers (OEM) Undertaking to Provide Spares & Service for at least 5(five) years from the date of supply & Installation as per the format available in the Technical unpriced bid duly filled in their letter head for evaluation of their Technical Bid(s) <p>The following documents in original (Self-attested with rubber seal, in case of Xerox copies) should also be enclosed along with the Technical unpriced bid. In case of Xerox copy, original documents for the following should be produced whenever required; otherwise, tender submitted will be rejected at any moment.</p> <ul style="list-style-type: none"> (iv) Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as

	<p>per the specification wanted by NIBMG.</p> <p>(v) Authorization Certificate of the concerned company in your favour (or in favour of your firm through your principal dealer if you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise, the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.</p> <p>(vi) Document supporting both past and present status of both the Manufacturer and Supplier.</p> <p>(vii) Valid up-to-date GST, & PAN Card. ITR for last 3 years.</p> <p>(viii) Valid proofs of any orders without disclosing the price received from various Govt. /Semi-Govt. /P.S.U./ private organizations etc. for supply and installation of the same make and model of scientific equipment/goods. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.</p> <p>(vii) Service facility beyond guarantee/warranty period i.e., after sales service condition/Annual Maintenance Contract may be indicated clearly including the cost of such service and name of the firm, their financial position and past performance who will give the same service. Whether any training is needed or is it included in package deal, including technical and scientific literature, please indicate. Any difference or variation in the brand name or specification from our specification should be clearly mentioned. Brochure/ Technical literature containing the detailed specification of the models quoted should be enclosed. Give detail specification of all parts and accessories to be supplied.</p> <p>(viii) Space, electrical load etc. needed for the instrument/equipment/goods/article may also be indicated along with the Technical unpriced bid.</p> <p>(ix) To make the equipment/goods operational, does it need any additional and essential accessories? If so, then please submit the list of accessories to be given by including the cost of those essential accessories only in the main unit.</p> <p>(x) To establish the goods' eligibility, 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.</p> <p>(xi) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:</p> <ol style="list-style-type: none"> 1. A detailed description of the essential technical and performance characteristics of the goods; 2. A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid; and 3. 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. <p>(xii) For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment/goods, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
11	<p>Pre-Bid Meeting/ Conference:</p> <p>Wherever pre-bid conference has been mentioned, the suppliers may submit their bids after attending the conference on their own interest. Also queries of specifications be sent before conference. No further queries about specification & tender form will be entertained after pre-bid conference. After submission of the bid, all bidders will be required to present there design or method of execution to the technical evaluation committee.</p>
12	<p>Delivery Place: The consignment has to be securely delivered at this National Institute of Biomedical Genomics, P.O.: N.S.S., Kalyani-741251, District: Nadia, West Bengal, India and properly installed.</p>

13	Customs Duty& GST:
	<p>Customs Duty: The purchases made by the purchaser for scientific purpose are exempted from Custom Duty and a concessional rate is livable. The NIBMG is a public funded research organization under the Department of Biotechnology, Govt. of India and a concessional Custom Duty @ 5.5% (present rate) is applicable for the goods purchased for research purpose vide Govt. of India Notification No. 51/96 – Customs dated 23.07.1996.</p> <p>GST: NIBMG is a public funded research organization under the Department of Biotechnology, Govt. of India and a concessional GST @ 5% (IGST @ 5% or SGST@ 2.5% and CGST @ 2.5%) will be applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No. 47/2017 – Integrated Tax dated 14.11.2017 & Notification No. 45/2017 – Central Tax dated 14.11.2017.</p>
14	Standards:
	The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, 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.
15	When the item(s) / goods quoted in DGS&D / GEM (Government e-Market Place) price:
	<p>If the above make /model is approved by the Director of Export Promotion and Marketing, West Bengal/ Director General of Supplies and Disposals (DGS&D), Govt. of India then supporting document (valid proofs) may be furnished along with the Technical unpriced bid.</p> <p>If you are quoting the price on the above rate contracts or your quoted item is available in GEM (Government e-Market Place) then please send a copy of the same with information about GEM reference and price in the price bid only.</p>
16	Conditional tenders will not be accepted.
17	Debarment from bidding:
	<p>A bidder shall be debarred if he has been convicted of an offence—</p> <p>(a) Under the Prevention of Corruption Act, 1988; or</p> <p>(b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract</p>
18	Guarantee/Warranty:
	<p>The equipment/goods/article should have at <i>least 03 (three) years comprehensive warrantee</i> (unless otherwise mentioned in the specification for a larger period) or as per the guarantee/warrantee card whichever is higher from the date of successful installation, demonstration, and commissioning at NIBMG.</p> <p>Guarantee/Warrantee for a shorter period will be rejected by the Purchaser as non-responsive. Preference in selection other than cost of the equipment/goods (to be assessed by NIBMG) will be given for those firms opted for guarantee/warrantee for more year's guarantee/warrantee. 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 guaranty/ warranty should be comprehensive on site, repair/replacement. If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including the cost of customs duty, freight & insurance, customs clearance charges etc. Guarantee certificate should be submitted along with the dispatch documents.</p>
19	Operational manual, user manual & guarantee/warranty card
	The supplier should provide the <i>Operational manual, user manual & guarantee/warranty card</i> along with the equipment/goods, which should be handed over to the authorized person of NIBMG/ end-user at the time of installation of the same. Payment can only be made after receipt of the service manual, user manual & guarantee/warranty card by the authorized person of NIBMG. In case of payment in letter of credit the above documents should be handed over to the authorized person of NIBMG/ end-user at the time of installation of the equipment/goods, otherwise the security deposit / Performance security submitted by the supplier will not be refunded.

20	SOFT WARE AND HARDWARE UPGRADATION:
	The selected firm for the supply of tendered item will have to accept free up-gradation of software (all update & upgrades) up to 03 (Three) years from the date of satisfactory installation.
21	Bid Security (BS) / Earnest Money Deposit (EMD)
	<ul style="list-style-type: none"> i. The Bidder shall furnish, as part of its bid, a Bid Security (BS)/ Earnest Money Deposit (EMD) for an amount as specified in the Invitation for e - Bid ii. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. iii. The bid security should be in Indian Rupees only. The bid security shall be in one of the following forms at the bidders' option: <ul style="list-style-type: none"> (a) A bank guarantee issued by a Scheduled bank operating in India in the form provided in the bidding documents and valid for 5 years beyond the validity of the bid.; or (b) The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 18 are invoked. iv Copy of transaction advice of BS/EMD uploaded in E-tender Portal along with the bid. v. The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively after the expiration of the period of bid validity or placement of order whichever is later, without any interest. vi The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS/EMD, could also be adjusted against Performance Security if the bidder desire so. vii The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the DBT Labs /Institutes, if any, are exempted from payment of BS/EMD provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies within the monetary limits so prescribed. The firms quoting higher than their monetary limit, shall have to deposit the bid security (EMD) and not be entitled to the privileges of exemption of EMD. The monetary limit or category, so laid down, does not, however, debar a firm from getting orders more than the monetary limit or for other categories, provided the Procuring Entity is satisfied about the capacity and capability of the firm with a requisite (EMD) security deposit.
22	Forfeiting of the bid security:
	<ul style="list-style-type: none"> (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract if required and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
23	Period of Validity of Bids:
	<ul style="list-style-type: none"> (a) Bids will remain valid for minimum of 180 days from the closing date of bid prescribed by the Purchaser. A bid valid for a shorter period will be rejected by the Purchaser as non-responsive. (b) In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid. (c) Bid evaluation will be based on the bid prices without taking into consideration the above corrections

24	Bid form (PRICE/ FINANCIAL BID)
	<p>The bidder should complete the Bid Form and the appropriate price/financial bid format furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Wherever pre-bid conference has been mentioned, the suppliers may submit their bids after attending the conference on their own interest. Also queries of specifications be sent before conference.</p> <p>Bid Prices: The Bidder should indicate on the appropriate price bid format, the unit prices and total bid prices of the goods it proposes to supply under the contract.</p> <p>Prices indicated on the price bid format should be entered separately in the following manner:</p> <p>(a) For Goods manufactured within India:</p> <ul style="list-style-type: none"> (i) The price of the goods quoted Ex -works including taxes already paid. (ii) GST which will be payable on the goods if the contract is awarded. (iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price bid format. (iv) The installation, commissioning and training charges including any incidental services, if any. <p>(b) For Goods manufactured abroad:</p> <ul style="list-style-type: none"> (i) The price of the goods, in Indian currency inclusive of all, i.e. price, insurance and transportation of the goods to the place of destination, the agency commission The installation, commissioning and training charges including any incidental services, if any <p>(c) Other points:</p> <ul style="list-style-type: none"> (i) The price quoted should remain fixed during the contract period and should not vary on any account. All lots and items must be listed and priced separately in the Price bid format. If a Price Format shows items listed but not priced, their prices should be assumed to be included in the prices of other items. Lots or items not listed in the Price Bid should be assumed to be not included in the bid. (ii) The cost of AMC of any kind should be mentioned in the tender, including details of service provided by the supplier, wherever the specification warrants AMC as per NIBMG tender. (iii) The price/ financial bid not given in the NIBMG format will be rejected.

25	Documents Establishing Bidder's Eligibility and qualifications
	<p>The bidder should furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.</p> <p>The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;</p> <p>(a) The bidder meets the qualification criteria listed in bidding documents, if any.</p> <p>(b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.</p>
26	Submission of e - Bids
	<p>(i) The bidders may submit their e - Bids through E-tender portal (https://www.eprocure.gov.in) only. Manual / Offline bids shall not be accepted under any circumstances.</p> <p>(ii) The tender form/bid documents can be downloaded from the E-tender Portal (URL: https://www.eprocure.gov.in) or from www.nibmg.ac.in</p> <p>(iii) Any Amendment/Corrigendum for this tender document will be hosted in NIBMG Website, i.e., www.nibmg.ac.in and in the E-tender Portal (https://www.eprocure.gov.in) only and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.</p>
27	Deadline for Submission of e - Bids
	<p>Bids must be submitted by the Bidder through E-tender Portal well before the last date of submission of bids as specified by the Purchaser so as to avoid last minute rush. The E-tender Portal will not permit to upload the bids after the scheduled last date and time of submission. If any bidder could not submit the tender in time because of any technical glitches/issues in E-tender Portal, purchaser will not be held responsible. The Purchaser may, at its discretion, extend the deadline for submission of e - bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
28	Late submission of BS/EMD
	<p>Any Bid Security/ EMD received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.</p>
29	Withdrawal, substitution and Modification of Bids
	<p>A Bidder may withdraw, substitute or modify its bid after submission through E-tender Portal only prior to the last date of submission bids. The bidder is not allowed to withdraw, substitute or modify the bid after the last date of submission of bids under any circumstances. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof. Withdrawal of a bid/ during this interval may result in the Bidder's forfeiture of its bid security/EMD besides blacklisting the bidder</p>

30	Opening and Evaluation of e - Bids
	Opening of e - Bids by the Purchaser: The e – bids will be opened online by the Authorized Officials of the Purchaser as per the schedule given in the tender document. In the event of the specified date of Bid opening being declared a holiday for NIBMG, the e - Bids will be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid of the technically qualified bidders will be opened only. On opening of the bids online, mere accepting the e-bids does not mean that the firm is technically or financially qualified. Price bid of those bidders will be opened only who's Technical un-priced bid is found suitable/accepted in all respects.
31	Confidentiality
	Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, will not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Award of Contract. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
32	Clarification of Bids
	To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response will be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder will be entertained.
33	Preliminary Examination
	<p>The Purchaser will examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted. The Purchaser will confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer will be rejected.</p> <p>(a) Bid Form and Price bid format.</p> <p>(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny, at the discretion of the organization: -</p> <p>(i) The Bid is unsigned.</p> <p>(ii) The Bidder is not eligible.</p> <p>(iii) The Bid validity is shorter than the required period.</p> <p>(iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.</p> <p>(v) Bidder has not agreed to give the required performance security or not accepted the payment terms as mentioned in the price/financial bid format.</p> <p>(vi) The goods quoted are sub-standard, not meeting the required specification etc.</p> <p>(vii) Against the Requirement (incorporated in the tender), the tenderer has not quoted for the entire requirement as specified in that schedule.</p> <p>(viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.</p> <p>(ix) Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D /Govt. Registration Certificate/ permission in case the items fall under the restricted list of the current EXIM policy shall be treated as non- responsive and rejected.</p>
34	Responsiveness of Bids
	<p>Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:</p> <p>(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the tender; or</p>

	<p>(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchasers rights or the Bidders obligations under the Proposed Contract; or</p> <p>(c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</p>
	<p>(i) The Purchasers determination of a bid's responsiveness is to be based on the contents of the bid itself without resource to extrinsic evidence.</p> <p>(ii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.</p> <p>(iii) If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.</p>
35	Non-Conformity, Error and Omission
	<p>(i) Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation. The Purchaser may waive any minor informality, 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.</p> <p>(ii) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation.</p> <p>(iii) Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>(iv) Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>(i) Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its EMD/Bid Security may be forfeited.</p> <p>(ii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non- conformity.</p>

36	Examination of Terms & Conditions, Technical Evaluation
	<ul style="list-style-type: none"> (i) The Purchaser will examine the Bid to confirm that all terms and conditions specified in the tender have been accepted by the Bidder without any material deviation or reservation. (ii) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with the technical unpriced bid format and requirement, to confirm that all requirements specified in the Bidding Documents have been met without any material deviation or reservation. (iii) If after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with the technical unpriced bid requirements mentioned in this tender, it will reject the Bid.
37	Evaluation and comparison of bids
	<p>The Purchaser will evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be used. The bids shall be evaluated based on final landing cost which shall be arrived as under:</p> <ul style="list-style-type: none"> (i) The price of the goods quoted ex-works including all taxes already paid. (ii) GST which will be payable on the goods if the contract is awarded. (iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination. (iv) The installation, commissioning and training charges including incidental services, if any. (v) <u>Charges for deputation of Staff at sight for a period of 03 years.</u> <p>Conditional tenders/discounts etc. will not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus, conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining inter-se position. The Purchaser (NIBMG), however, reserves the right to use the discounted rate/rates considered workable and appropriate for counteroffer to the successful tenderers.</p>
38	Make in India:
	<ol style="list-style-type: none"> 1. The items / services are reserved for exclusive purchase from Local suppliers (i.e whose offered product or service meets the minimum local content) as per the “Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP”. 2. Bidder must declare that the item and service offered meets the minimum local content (i.e. 50%) & indicate its percentage in their offer which will meet (or even offer more) required content as specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Following documents are to be submitted in technical offer-Part-I bid: <ol style="list-style-type: none"> a. Local Component list i.e Items and services which are being procured / produced domestically by supplier in the system / equipment / service offered against tender. This list shall include all the components, raw materials, sub services etc. b. Foreign / Imported Component list i.e Items and services which are being supplied by bidder from outside India in the system / equipment / service offered against tender. This list shall include all the components, raw materials, services etc. c. Bidders shall give the details of the location(s) at which the local value addition is made. Additionally, location(s) details from where foreign / imported components are being supplied be also informed. d. Bidders shall give the price break-up in percentage for “Local Component” and “Foreign / Imported Component”. e. Custom duty applicable on FE component for all foreign items. <p>The Local Supplier is required to provide self-certification, given in detail as mentioned above.</p> 3. In case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order

	<p>2012. Bidders declaring Local supplier / MSE status to seek benefits of only one policy of the two. Bidders are not allowed to change their status from MSE to Local supplier & vice versa.</p> <p>4. Local Suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that there is difference in price received & declaration made and local content is now not meeting the specified tender requirement (i.e., only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose.</p> <p>5. Categorical rejection of offers: Bidders not accepting Public Procurement (preference to Make in India) order 2017, Bidders who are found debarred based on the information uploaded on GeM / CPPP Portals as on tender due date & time and Bidders not meeting the definition and / or criteria of local supplier.</p> <p>6. NIBMG has right to negotiate with L1 bidders on the prices further as per the extent procedure based on comparisons with NIBMG estimates. This shall be without changing / disturbing the proposition of Local to FE content for respective item as well as overall quoted prices in eqpt & services.</p> <p>7. After the contract is awarded and the supplies are completed, each supplier shall provide the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions. In addition to these documents, a "Local content certificate" also shall be submitted stating the percentage of local content in the items or services measured. The "Local content certificate" shall be submitted along with the invoice.</p>
39	Negotiation for Freight & Insurance for Optional item(s):
	Packing, Handling, Freight and Insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.
40	Contacting the Purchaser
	No bidder should contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing. (In case it becomes apparent that a party is trying to influence the decision on bid evaluation then The Director, NIBMG, through a notification may enforce restriction in visiting days and time to NIBMG premises for all unresponsive bidders since frequent purposeless visits of the unresponsive bidder leads to delay in file processing thereby leading to delay in research projects).
41	Post qualification
	In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in this tender notice. The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

42	Purchaser's right to vary Quantities at Time of Award
	Contract should ordinarily 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 the terms and conditions incorporated in this bidding document. NIBMG also has the right to divide/split the total order of an item among more than one party. The Purchaser 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. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced within the delivery period as per the requirement with the consent of the bidder.
43	Purchaser's right to accept Any Bid and to reject any or All Bids
	The Purchaser reserves the right to accept or reject any bid without assigning any reason, 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, as the case may be according to the requirements then. Until a formal contract is executed, the notification of award constitutes a binding contract. No work of any kind to be commenced without proper execution of contract.
44	Signing of Contract & Order Acceptance
	The Purchaser shall send the successful Bidder the Agreement/Purchase Order. The successful bidder should submit an order acknowledgement accepting the terms & conditions of the order placed with them within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested, and his bid security is liable to be forfeited. Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids/ or to accept the bid of other bidders who can fulfil the contract within the L1 price if needed so.
45	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.
46	Performance Security (PS)
	<p>Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish a Security Deposit/ Performance Security in the amount specified in purchase order, valid till 60 days after the warranty period with all CMC/AMC obligation. Alternatively, the SD/PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>The Security Deposit/ Performance Security shall be denominated in Indian Rupees only.-</p> <p>The Security Deposit/ Performance Security shall be in one of the following form:</p> <p>(a) A Bank guarantee issued by a Scheduled bank located in India.</p> <p>Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty & AMC/CMC obligations, unless specified otherwise in the order, without levy of any interest. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.</p>

47	PENALTY CLAUSE OF NIBMG:
	On breakdown of the equipment/goods during warranty or CMC, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise, penalty charges of 500/- (up to item value 10.00 lakhs) plus additional 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/Supplier. Any rectification during the warranty/guarantee/CMC period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment/goods in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment/goods. The Manufacturer/Supplier is bound to extend the warrantee/guarantee/CMC of the equipment/goods equivalent to the number of days for which the equipment/goods remain idle due to the break down. However, NIBMG shall claim no extension of warrantee/guarantee for the equipment/goods lying idle due to break down for a total number of 24 days per year in the warranty/guarantee/CMC period
48	FALL CLAUSE OF NIBMG:
	If, at any time, during the tender/ contract/ supply period, the supplier reduces the said prices of such Stores/ Equipment/goods or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to NIBMG and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. The supplier shall furnish a list of organizations where the equipment/goods, in question, has/have been supplied with the period during the last three years and performance certificate from such organization may also be provided.
49	Integrity Pact:
	<p>Integrity Pact binds both buyers and contractor to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.</p> <p>The Integrity pact envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:</p> <ol style="list-style-type: none"> Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available; Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860; Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc. Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price; Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates; Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary; Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle; Integrity Pact lays down the punitive actions for any violation. <p>Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied</p>

	<p>by Integrity Pact (As per Annexure -9) duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.</p> <p>The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.</p>
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PART-V

S/N	GENERAL CONDITIONS OF CONTRACT:
1	Definitions
	<p>(a) "The Goods" means all the equipment/goods, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;</p> <p>(b) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract</p> <p>(c) "The Purchaser's country" is "India".</p> <p>(d) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</p> <p>(e) "Day" means calendar day & "Month" means calendar month</p> <p>(f) NIBMG/ Director/ Purchaser/ and SPO represent same entity.</p>
2	Contract Documents
	<p>Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p> <p>Successful bidder shall have to enter into Contract Agreement on Rs.100/- Non-Judicial Stamp Paper as per the Contract Form given in the tender document within 21 days from the date of issue of the Purchase Order.</p>
3	Joint Venture, Consortium or Association
	<p>If the Supplier is a Joint Venture, Consortium, or Association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, Consortium, or Association. The composition or the constitution of the Joint Venture, Consortium, or Association shall not be altered without the prior consent of the Purchaser.</p>
4	Scope of Supply
	<p>The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. The competent authority of NIBMG is authorized to accept or reject any quote on supply without assigning any reasons thereof.</p>
5	Suppliers' Responsibilities
	<p>The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply. Clause above, and the Delivery and Completion Schedule, as per above Clause relating to delivery and document.</p>
6	Contract price
	<p>Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.</p>
7	Copy Right
	<p>The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
8	Use of Contract Documents and Information
	<p>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 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. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.</p> <p>Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.</p>

9	Patent Indemnity
	<p>The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>(a) The installation of the Goods by the Supplier or the use of the Goods in India. And,</p> <p>(b) The sale in any country of the products produced by the Goods. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
10	Inspections and Tests
	<ol style="list-style-type: none"> 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in this tender or as discussed and agreed to during the course of finalization of contract. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and other terms & conditions of this tender shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. 2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. 3. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 4. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. 5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment. The Supplier shall provide the Purchaser with a report of the results of any such test and /or inspection.

11	Packing Instructions:
	<ol style="list-style-type: none"> 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all points in transit. 2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in this tender and in any subsequent instructions ordered by the Purchaser. The marking and documentation within and outside the packages shall be: <ol style="list-style-type: none"> a) Each package should have a packing list within it detailing the part no. (s), description, quantity etc. b) Outside each package, the following information should be indicated on all sides and top with proper paint/indelible ink: <ol style="list-style-type: none"> i) Name and address of the purchaser ii) Supplier's Name iii) Item(s) in brief iv) Contract/ P.O No. v) Final destination iv) Country of Origin of Goods and v) Packing list reference c) Each package should be marked as 1/x, 2/x, 3/x x/x, where "x" is the total No. of packages contained in the consignment. d) All the sides and top of each package should carry an appropriate indication/label/sticker indicating the precautions to be taken while handling/storage.
12	Delivery and Documents
	<ol style="list-style-type: none"> 1. Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified below. 2. The mode of transportation shall be: <ol style="list-style-type: none"> a. In case of supplies from within India, the mode of transportation shall be by AIR/Road/Rail as per the price bid accepted. b. In case of supplies from abroad, the mode of transportation shall be by Air/Ocean. c. Details of Shipping and other Documents to be furnished by the Supplier are: For Goods manufactured within India: Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post/speed post/courier and copies thereof by E-mail. <ol style="list-style-type: none"> (i) Packing list. (ii) Certificate of country of origin. (iii) Insurance certificate, if required under the contract. (iv) Railway receipt/Consignment note. (v) Manufacturer's guarantee certificate and in-house inspection certificate. (vi) Inspection certificate issued by purchaser's inspector, if any and (vii) Any other document(s) as and when required in terms of the contract. 3. For Goods manufactured abroad: Within 12 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch through e-mail with scan copy set of all shipping documents including invoice, packing list, weight list, MAWB & HAWB (indicating the freight charges), country of origin certificate etc. and also supply the following documents by Registered Post/courier and copies thereof by email. <ol style="list-style-type: none"> (i) Packing list; (ii) Certificate of country of origin.

	<ul style="list-style-type: none"> (iii) Manufacturer's guarantee and in-house Inspection certificate. (iv) Inspection certificate issued by the Purchaser's Inspector, if any. (v) Insurance Certificate, if required under the contract. (vi) Bill of Lading/Airway Bill, as the case may be (vii) Port of Loading. (viii) Date of Shipment. (ix) Port of Discharge & expected date of arrival of goods and (x) Any other document(s) as and when required in terms of the contract. <p>Note: The nomenclature used for the item description in the packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <ul style="list-style-type: none"> (xi) The above documents should be received by the Purchaser before arrival of the Goods at the destination Airport/ Seaport and, if not received, the Supplier will be responsible for any consequent expenses.
13	Insurance
	<ol style="list-style-type: none"> 1. The Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. 2. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up & realization of claim..

14	Transportation
	1. Where the Supplier is required under the Contract to deliver the Goods both including Indian as well as foreign goods under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.
15	Incidental Services
	<p>The supplier may be required to provide any or all of the following services, including additional services, if any at no extra cost:</p> <ul style="list-style-type: none"> (i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods; (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods; (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <p>Training if any, of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.</p>
16	Spare Parts
	<p>The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) Such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and (b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested
17	Warranty
	<ul style="list-style-type: none"> a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India. c) Unless otherwise specified in the Detailed Technical Specification, the warranty should remain valid for <u>Three years</u> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted with successful installation & demonstration at the final destination. d) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. e) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. f) If having been notified, the Supplier fails to remedy the defect within the reasonable period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. g) Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. Penalty clause of NIBMG will be applicable as mentioned in the tender for any breakdown within Warranty, AMC & CMC obligation.

19	Change Orders and Contract Amendments
	<p>The Purchaser may at any time, by written order given to the Supplier may make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) The method of shipping or packing; (c) The place of delivery; and/or (d) The Services to be provided by the Supplier. (e) The delivery schedule. <p>If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.</p>
20	Assignment
	<p>The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.</p>
21	Subcontracts
	<p>The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.</p>
22	Extension of time
	<p>Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.</p> <p>If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>Except as provided under the Force Majeure clause of the tender, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Liquidated damages/ Default Clause of this tender unless an extension of time is agreed upon pursuant to above clause without the application of Liquidated damages/ Default Clause.</p>

23	Force Majeure:
	<p>(i) Notwithstanding the provisions of this tender relating to extension of time, penalty and Termination for Default, 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.</p> <p>(ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>(iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>(iv) If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.</p>
24	Liquidated damages/ Default Clause:
	<p>Subject to above Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified below of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to the Clause on Termination for Default.</p> <p>(i) <i>The penalty shall be @ of 0.5% (Zero-point five percent) of contract/purchase order value per week subject to maximum of 5% (five percent) of the order value towards late delivery.</i></p> <p>(ii) <i>0.5% (Zero point five percent) of contract/purchase order value per week subject to maximum of 5% beyond 30 days of receipt of material at NIBMG stores towards delay in installation and commissioning.</i></p> <p>Thereafter, NIBMG holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee/ SD/ Performance Security of the defaulting Supplier which may include the deposit made against other deliveries.</p>
25	Termination for Default
	<p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <p>(a) If the Supplier fails to deliver any or all the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser on Extension of Time; or</p> <p>(b) If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in this tender on Fraud or Corruption in competing for or in executing the Contract.</p> <p>In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:</p> <p>(i) The Performance Security is to be forfeited.</p> <p>(ii) The Purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.</p> <p>(iii) However, the supplier shall continue to perform the contract to the extent not terminated.</p>

26	Termination for Insolvency
	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise, insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
27	Termination for Convenience
	<ol style="list-style-type: none"> 1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. 2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: <ol style="list-style-type: none"> (a) To have any portion completed and delivered at the Contract terms and prices; and/or (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
28	Settlement of Disputes
	<p>The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <ol style="list-style-type: none"> (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. 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 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. (b) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (c) The Purchaser shall pay the Supplier any payment due the Supplier. (d) All disputes will be subject to jurisdiction of Kolkata Court
29	Governing Language
	The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language.

30	Taxes and Duties
	<p>a. For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.</p> <p>b. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.</p> <p>c. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
31	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.
32	Site preparation and installation
	The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment/goods, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.
33	The amount of the Security Deposit /Performance Security shall be 3% (Three Percent) of the Contract / Purchase Order value up to NIBMG, Kalyani including all duties, taxes, incidental charges, installation, demonstration/ commission.
34	Inspection, Tests & Progress of Supply:
	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.</p> <p>(i) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser, if so desires, shall be present at the supplier's premises during such inspection and testing. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.</p> <p>(ii) The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment/goods is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment/goods is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the</p>

	<p>entire satisfaction of the Purchaser, the successful completion of the test specified.</p> <p>(iii) In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment/goods replaced by the Supplier at no extra cost to the Purchaser.</p> <p>(iv) Successful conduct and conclusion of the acceptance test for the installed goods and equipment/goods shall also be the responsibility and at the cost of the Supplier.</p> <p>(v) Manuals and drawings before the goods and equipment/goods are taken over by the Purchaser; the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment/goods built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust, and repair all parts of the works as stated in the specifications.</p> <p>(vi) The Manuals and Drawings shall be in the ruling language (English) in such form and numbers as stated in the contract.</p> <p>(vii) Unless and otherwise agreed, the goods equipment/goods shall not be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.</p> <p>Progress of Supply</p> <p>(a) Supplier shall regularly intimate progress of supply, in writing, to the Purchaser (NIBMG) as under:</p> <p>(b) Quantity offered for inspection and date.</p> <p>(c) Quantity accepted/rejected by inspecting agency and date.</p> <p>(d) Quantity dispatched/delivered to consignees and date.</p> <p>(e) Quantity where incidental services have been satisfactorily completed with date.</p> <p>(f) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser (NIBMG) with date.</p> <p>(g) Date of completion of entire Contract including incidental services, if any; and</p> <p>(h) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).</p>
36	Supplier's 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.
37	Training:
	The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment/goods wherever indicated/necessary. Such training will be provided by the Supplier on-site during installation & commissioning for operating and maintaining the system or as indicated in the Specifications, free of cost. In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.
38	Notices
	Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by, Speed post, e-mail or and confirmed in writing to the other party's address specified. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

39	Purchaser's address:
	<p>To Dr. Bhaswati Pandit Associate Professor (Officer In Charge BSL III Lab) National Institute of Biomedical Genomics, PO: N S S Kalyani District: - Nadia, West Bengal, India, PIN :741251. Email : bp1@nibmg.ac.in</p>
40	Decision of NIBMG binding on the bidder:
	<p>NIBMG reserves the right to accept/reject any/all the tenders in part or in full without assigning any reason thereof. NIBMG, Kalyani is also not bound to accept the lowest or any bid under this tender process. NIBMG reserves the right to reject offers not meeting its technical requirements and commercial conditions. Orders will be finalized on overall lowest quoted delivered cost. Bids shall be evaluated based on landed cost at site, including all duties, taxes, freight etc. NIBMG reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. NIBMG reserves the right to accept any or more tenders in part. Decision of NIBMG in this regard shall be final and binding on the bidder. No disputes could be raised by any tenderer/bidder whose tender has been rejected. NIBMG shall follow purchase preference / price preference as per its own and as per prevailing guidelines of Government of India.</p>
41	Applicable Law:
	<p>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes or litigation shall be subject to Kolkata jurisdiction only.</p>

PART-VI

MSME Guidelines for EMD/Tender Fees Exemption

Presently EMD/Tender Fee exemptions and price preference are applicable to only Micro and Small Industries. View above, if you are claiming EMD/Tender Fee exemptions, you should meet above criteria / criteria as revised for Micro and Small Industries.

1. You have to submit your supporting documents issued by competent Govt bodies to become eligible for the above exemption.
2. Also, your certificate (NSIC) / MSE shall cover the items tendered to get EMD/Tender fee exemptions.
3. NSIC certificate shall be valid as on due date / extended due date of the tender.
4. In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD Exemption cannot be claimed under the MSME status of Indian arm / subsidiary.
5. UAM number: - Udyog Aadhar memorandum (UAM) number issued by MSMS, Copy of Registration Certificate issued by NSIC, with current validity / MSE / MSEs owned by SC/ST entrepreneurs in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security)/fees.

Thus, a Bidder who solely on its own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/ tender fee. If all these conditions are not fulfilled or supporting documents are not submitted with the Bid, then all those Bids without Tender fees/EMD will be summarily rejected, and no queries will be entertained.

This Tender document is free of cost and no tender fees is applicable. EMD exemption is as rules mentioned herein.

(The above sealing are as per MSE Guidelines which are changeable according to any latest changes made by MSE/ Govt.)

PART-VII

Technical Specification

Name of the e -Tender:

Design, Supply, Installation, Testing and Commissioning and Validation of Prefabricated Modular BSL3

S/N	Item(s)/ Goods specification
1	<p>Design, Supply, Installation, Testing, Commissioning, Validation and certification of Prefabricated Modular BSL3</p> <p>Design, Supply, Installation, Testing, Commissioning, Validation and certification of Modular Bio-Safety Laboratory Level-III containing</p> <p>1) Bacterial lab; 2) Virus lab; and 3) Animal Biosafety lab as per below specifications and reference design layout.</p> <ul style="list-style-type: none"> • <u>The Bidder should have trained/certified Biosafety professionals/Engineers by any International Biosafety Association and a copy of certificate to be enclosed with tender.</u> • Firms preferred to be ISO 9000 or higher compliant. • The Bidder should have experience of successful supply/ installation of at least 1 Biosafety Laboratory level-III (B SL-III) in last 3 years. • The Bidder should have the experience and setup for providing Operation and Maintenance Services for at least one BSL-3. Details shall be submitted along with copies of work orders from the client. • <u>One engineer should be stationed for the Routine maintenance of the BSL-3 Lab after successful completion.</u> • Lab should be in compliance with national and international standards as per WHO, BMBL, NIH Guidelines • The bidder should not have been blacklisted, debarred, or expelled by Union Government/State Governments/ PSU's etc. on the date of submission of Bid. • In situ provision of spares for emergency repairs. <p>Scope of Work:</p> <p>Includes Design, Supply, Installation, Testing, Commissioning (SITC) and validation of the Modular BSL-3 facility containing a bacterial lab, virus lab, and animal biosafety and handling (ABSL-3) lab on Turnkey Basis and its Operation and Maintenance. Scope will include design, engineering, and installation of a prefabricated BSL-3/ABSL-3 Laboratory including the basement civil work (construction of the pillars and basement for the BSL3 modular lab, with double skin PUF panels, HVAC system including complete air management system for maintaining the lab environment as per the biosafety guidelines, all related internal lighting and wiring work with UPS for smooth and safe operation of BSL-3/ABSL-3.</p> <p>The Scope also includes the arrangement of power cables up-to the main LT panel of BSL3, design and construction of drain and sewer line from BSL3 lab to the available drain line, arrangement of water connection to the water storage tank of BSL3 from NIBMG water tank</p> <p>For safe operations as per the guidelines and monitoring of the facility, the system must have necessary monitoring, operations & control through a DDC based system with requisite sensors for controlling indoor conditions/environment including pressure gradient, temperature, humidity, exhaust, etc.</p> <p>An addressable fire detection system, Access Control System and CCTV System shall also be provided. Any other work related to smooth working of the facility shall be treated as a part of scope of the bidder. The entire lab shall be validated as per the International Guidelines and necessary documentation and validation report will be submitted at the time of handing over. The floor should have one more layer of appropriate material before epoxy layer is put.</p>

Following Reference Standards to be adapted:

- WHO, GENEVA Laboratory Biosafety Manual – 3rd Edition, Biosafety Level 1– 4
- CDC-Biosafety in Microbiological and Biomedical Laboratories – 5th Edition Biosafety Level 1-4.
- As per DBT-guideline, 2021.
- Canadian Standard, Laboratory Biosafety Guidelines – 3rd Edition 2004
- EN12128 -1998, Biotechnology- Laboratories for research development and analysis- containment levels of microbiological Laboratories, areas of risks localities and physical safety requirement. PCL- 1 Physical Containment Level Laboratory
- EN12738-1999, Biotechnology Laboratories for research, development and analysis – Guidance for containment of animals inoculated with microorganisms in experiments. ACL- 1-4 Animal Containment Level Laboratory
- NIH Guidelines for research involving recombinant DNA molecules (Jan 2001) Biosafety Level 1-4.

Details of the laboratory space

- Overall size should be similar or bigger than the enclosed reference design.
- Inner Lab Temperature: 22C +/- 5C
- ACPH: More than 20 ACPH
- Cleanliness standards: Class 10000

HVAC SYSTEM AND BUILDING MANAGEMENT SYSTEM

Proposed Modular BSL-3/ABSL-3 Laboratory and support areas shall be air-conditioned through separate dedicated Central AC System comprising of Chiller Pack, Air Handling Units, Exhaust System, Air Filtration System and Air Distribution System complete in all respect. The system shall be with standby and backup provisions capable to provide un-interrupted continuous 24x7x365 days operation of the Laboratory to maintain the required temperature, humidity, air-change rate, differential pressure gradient and air filtration conditions of the Laboratory Facility. Submit the HVAC system and BMS design and working drawings for prior approval. The HVAC system shall comply with the given specifications and performance requirements and shall be complete in all respect, as required and approved.

Exhaust Fan location for BSL-3: Minimum 25 ft from AHU intake

Air velocity at exhaust discharge: 15-20 m/s (3000-4000 fpm) for BSL-3

PRESSURE GRADIENT TO BE MAINTAINED IN VARIOUS AREAS OF LABORATORY

	OPERATING PRESSURE
BSL-3 Room (Bacterial/Viral/ABSL3/Procedure)	-50 Pa
Airlock	-35 Pa
Shower Room	-20 Pa
Change Room	-10 Pa
Wash and Autoclave Room	ATM
Preparation Room	ATM

Air Conditioning Plant:

Inner Laboratory Temperature to be maintained at 22C +/- 5C

a) **Chiller:**

Air cooled condensing unit should consist of hermetic scroll air-conditioning compressor assembly with cooling of capacity 30TR or higher, air-cooled coil, propeller-type condenser fans, and a control box, copper piping, refrigerant gas (non-HCFC and non-CFC), automatic low pressure and high-pressure cutouts with microprocessor-controlled system, electronic regulation, Acoustic isolation, gas charge and should be integrated with DDC system of the main lab. It should also have electronic thermostats for tripping the compressors after reaching set temperature with suitable insulation of the suction line.

Supply, Installation, testing and commissioning of CHILLING UNITS each complete with compressor, motor, insulated chiller, flow switch, condenser fans, vibration isolators, integral refrigerant piping and wiring, accessories as required and called for. The Chiller Pack shall be skid mounted with Air Cooled Condenser, Evaporator/Chiller, Micro-processor control panel including interconnecting control and power wiring, refrigerant charge etc. complete in all respect. To economize the operating cost and provide backup capacity, the chiller pack shall have multiple compressors. The noise level not to exceed 80 dBA @ free field conditions. Approved Eco-Friendly Refrigerant R-134 a / R-410 a. Foundation to be provided by prime civil contractor.

Air Handling Unit (AHU):

The AHU constructed over a metallic structure made with a normalized steel profile, covered with sandwich type panel. The panel is made with lacquered galvanized stainless-steel plates, with 120 kg/m³ rock-wool foam core. The gaps between panel and structure will be sealed with neoprene joints to guarantee the air tightness of the AHU. Several maintenance doors are built in the AHU, the one for maintenance being double and safety check. AHU includes the following sections: Mixing sections, with regulation dampers for fresh intake air and return air, Pre- filtration section, electrical resistance for heat battery, cool battery made of copper pipes and aluminum blades, fan section including high-pressure fan, absolute filtration section H-AHU must be installed over an anti-vibration platform, and the connections between AHU and ducts will be done with flexible ducts. All the supply AHUs comprise of following sections: Intake louver, Pre- filter section with 20 microns and 10 microns filters, Cooling coil section, blower section, driver set and pulley, fine filter section with 5-micron filter. Other accessories like dampers, SS 304 drain pan, Common base frame with vibration isolators pads, Suitable inspection doors for filter, coil & blower sections, are provided. They are connected to HEPA filters for all BSL-3 rooms, corridors and air-lock rooms. All HEPA filters, the lay-in type, are at 99.99% efficient to @ 0.3-micron particle size, hermetically sealed and ducted aluminum terminal units. Each unit has an upstream sample port, and protective painted aluminum face screen. The Supply Air Handling Unit will be connected to AHU of suitable capacity for temp and RH control. The HEPA filter should be capable to withstand corrosive agents and gases used for lab fumigation. The Exhaust/Blower fan shall be turned at once to achieve the set value of negative pressure.

Air Flow:

- No recirculation, one pass design
- Air control by a series of motorized damper with PC-controlled actuator
- Pressure is measured by digital type pressure differential gauge and feedback into the control software for pressure setting, maintenance and alarm setting.

Air Filtration System:

- All incoming air filtered by three stages Filtration in AHU
- All main lab exhaust air pass through BIBO HEPA.

Three Stages for supply Pre- Filtration:

ASHRAE 1st stage	30% efficiency
ASHRAE 2nd stage	90% efficiency
Final Stage HEPA Filtration	99.99% efficiency

HEPA filters for Exhaust:

BIO HEPA Filter	0.3 micron @ 99.99% efficient
UV and heating-based HRP filter	0.3 micron @ 99.99% efficient

Ducting and Insulation for Supply and Exhaust Ducts:

The supply air and exhaust ducting should be carried out in GI sheet (class VIII with zinc coating of 120 gm/sqm). All duct fabrication work, thickness of sheet metal, supports, hangers should conform to SMACNA standards. All the joints should be sealed with silicone sealant.

Duct Insulation:

Closed cell, Fire retardant, self-extinguishing type cross linked polyethylene insulation density not less than 24 Kg/sqm, "K" value not more than 0.028 Kcal/deg C with adhesive tape etc, on duct complete as per specification and drawings.

Motorized Airtight Damper:

Consists of aluminum casing with factory fitted motorized damper. Casting and attachment should in stainless steel. The damper blade with plastic seal when closed should comply with DIN EN 1751, CLASS 4 (Exception normal size 100 and 125, class 3) also complies with the requirement of DIN 1946, Part 4 (leakage < 10 M3/h. M2 of damper cross section with a 100 Pa Pressure differential).

Fire Dampers:

Fire Dampers provided in the supply and exhaust air systems should be interlocked with the AHU blower motors such that in case of fire, the AHU fan motor should trip automatically.

Fire dampers may be linked to the control panel.

Sound Damper:

These are used for reducing the noise level of the air which is travelling through the duct. These are to be placed after the air throwing machines so that these can absorb the extra noise. And surrounding will not be affected by the noise & it will be noise proof.

Control Pressurization:

Laboratories should remain at a higher negative pressure in relation to the corridors/Airlocks and other non-laboratory spaces. The pressure gradient condition should be maintained in various areas of the laboratory.

Ultraviolet Germicidal Irradiations (UVGI) System:

Supply, installation, testing, commissioning and handling of the UVGI System for maintaining the indoor air quality. The components of the system must be in strict conformity with the specifications. The prices to include all interconnected wiring between the UVGI lamps. The

UVGI system shall be installed in supply air ducts or AHU itself.

BUILDING MANAGEMENT SYSTEM (BMS):

A customized Building Management System should be designed, programmed and provided to:

- i. Control and monitor the operation of HVAC system and other laboratory operating parameters in the BSL-3 Lab rooms/zones like: Room/Area/zone pressure, temperature & RH, Ambient temperature & RH, AHU and Exhaust Blower operating status, VFD status & VCD status, OPEN/Close dampers status, Supply & exhaust air quality in each BSL-3 Laboratory rooms/zone.
- ii. The BMS should be complete with PLC, Sensors, Controllers, power and control wiring, customized Software and other associated field devices, hardware and accessories complete in all respect, as per requirement and approved design.
- iii. The HVAC system START and STOP sequence should be interlocked to prevent positive pressurization of the BSL-3 laboratory, at any point of time.
- iv. A dedicated desktop PC should be provided for the BMS operation and control along with a parallel secondary display screen of 32" size at the BSL-3 laboratory entrance to show the operating parameters.
- v. The BMS control panel should be powered through UPS. Upon restoration of power after a power failure, the BMS should start the HVAC system automatically without any human interface and restore the normal operational set points of the system.

Alarm and Monitoring Systems:

- Pressure gauge
- Pressure alarm visual/audio
- Temperature/RH alarm visual/audio
- Emergency panic button (break glass type) - audio all rooms/control room
- Emergency door-open" button (For interlock door)

At the Control Side – Biosafety BSL3- control software

Computerized Controls (PLC/DDC):

The control System, consist of PLC (Programmable Logic Controller) should automatically adjust system airflow and maintain system as the designated negative pressure.

The PLC/DDC should have the following features:

- a) The system controller (Programmable Logic controller) controlled via a dedicated software program.
- b) Centralized Control
- c) Automatic air flow control.
- d) Pressure, Temperature & Humidity monitor and control.
- e) Doors interlock - controlled by PLC/DDC and display on the PLC/ DDC control panel.
- f) HEPA filter resistance and efficiency monitoring. When the pressure of the filters reaches the setting value, the PLC/ DDC has the alarm.

The DDC System should be real time control on the internet and realize different control

strategy separately. The DDC system should address the bubble tight position according to the negative pressure feedback signal to control the negative pressure of the laboratory at the value which is set up. Emergency shutdown when system integrity breaches the correct sequence. In case of the normal fan failures, the standby fan should be turned on at once to achieve the set value of negative pressure in 60 seconds. When opening the lab, first turn on the exhaust fan, then turn on the supply fan; pressure stability accomplished within 15 minutes from the start up. When turning off the lab, first turn off the supply fan, then turn off the exhaust fan.

BMS PB (Computer Specification):

Supply and Installation of Main Operator Station Comprising Main P.C. with Intel i series or latest 2.5 Ghz CPU complete with accessories such as 21" LCD color monitor, 1 TB hard disk or higher, 5 GB RAM or higher, 101 Keys Key Board, Optical Mouse & Pad, DVD writer drive with A4 B/W Laser Printer including UPS with half an hour battery backup.

BMS SOFTWARE:

Supply, Installation, Testing and Commissioning of the BMS System Software: Graphical Software meeting the requirements in the Given I/O Summary and technical specifications including configuration and facility to create / provide the graphic mapping for all I/O summary points, configurable password protection for Building Management System as per Specifications. Software should be able to communicate with Bacnet, Modbus devices simultaneously, with unlimited web user license capacity. Same software can be used as programming / commissioning software.

BMS PANEL:

Automation stations/ Direct Digital Controller with I/O module etc. The networkable controllers should be 32 bit, UL listed microprocessor with built in networkable (IP) type with real time clock with SD-CARD programmable memory. Minimum one networkable DDC (32 bit, UL Listed) should have inbuilt graphics display with knob operation. The networkable DDC's shall be capable of either direct sitting on IP LAN or peer to peer communication with lockable MS mounting cabinets duly powder coded connector strip, internal wiring and space to house controller & relays, connector etc. as per IO summary.

Door Interlock and Access Control System

The door interlock and access control system should be provided with combination of proximity card based, numerical keypad lock based and push button-based system. The system should be completed with access logic controllers, door electromagnets, proximity cards and card reader/s, numerical keypad locks, door release push buttons, emergency door release buttons, PC communicator, control and power wiring and cabling and other required accessories, hardware, and software. The access control system should be powered through UPS supply for uninterrupted operation even during mains power failure. The door Electromagnetic Lock should be suitable for installation on doors/frames. The electromagnetic lock and armature should be constructed and designed to provide trouble free service.

CCTV System

CCTV System should be provided for surveillance of the Laboratory. The number of Cameras

will be as per the floor plan with one Camera in each room. The CCTV system should be completed with wall/ceiling mounted high resolution color cameras, multiplexer cum DVR of 16 Channel, LCD color monitor 32" size (as required), associated power and control cabling etc. and required hardware and software. The output of the CCTV system cameras should be displayed on LCD monitor, to be installed at approved location. The cameras should be high resolution color cameras and suitable for indoor installation. The multiplexer cum DVR shall be suitable for saving up-to 16 channels analog data, audio, text data and event data with play back feature. The DVR memory/Hard disk capacity should be 1 TB. For convenient backups the DVR shall be compatible with Windows based OS so that it can be backed up through a PC.

Fire Detection and Alarm System

The complete BSL-3 Laboratory and support areas should be provided with Addressable type Fire Detection and Alarm System. The Fire Detection & Alarm System should be complete with Smoke detectors, Heat detectors, Fire Alarm Panel, manual call points, response indicators, power and control wiring and cabling etc. complete in all respect.

- a) Temp/RH/Pressure Sensor
- b) Pressure alarm visual/audio
- d) Emergency panic button (break glass type) - audio all rooms/control room
- e) Emergency door-open" button (For interlock door)

ELECTRICAL SYSTEM AND ASSOCIATED WORKS:

Electrical power distribution system scheme for the complete BSL-3 Laboratory should be provided. The electrical distribution system should be designed and installed as per the Indian Electricity Rules and shall conform to NBC. The electrical load calculation sheet, power and light wiring diagrams, GA and Single Line diagrams for Electrical Distribution Panels, cable routing etc., before proceeding with the work.

i) Power Distribution System:

Executing agency should design and provide the main power distribution (LT) panel, sub-distribution boards and panels complete with required switchgears, breakers, circuit breakers, power and control wiring, etc. for power distribution system for complete Laboratory Facility. The power distribution system should include supply and laying of cabling/wiring for HVAC System and Fixed equipment and systems like Autoclaves, Bio-safety cabinets, access control system, CCTV system etc., required and provided for the Laboratory.

For circuit and power distribution, the DB's should be 8/12-way TPN vertical/Horizontal with double door 3 phase/ 1 phase, fitted with ELCB, RCCB, MCB etc. complete as required. The circuits, lighting and power distribution should be fully wired and complete in all respect. Only multi-stranded copper conductor wires should be used for sub-main wiring, circuit wiring, light and power wiring. All joints should be made at main switches, distribution board socket and switch boxes only. No joint should be made in conduits and junction boxes. Conductors shall be continuous from outlet to outlet.

ii) Internal Light Points, Power Points, Fittings and Fixtures

The Electrical fittings and fixtures in the BSL-3 Laboratory and support areas should be sealed type, explosion proof, capable to withstand chemical exposures during laboratory fumigation. The Laboratory rooms should be provided with 400-450 lighting Lux level and the light fixtures should be surface mounted type. The switches, sockets and light fixtures in BSL-3 Lab and support areas shall have IP 55 or better protection.

All the electrical points, power points, light and power sockets shall be fully wired with switches, sockets, connections complete in all respect as required. Some of power points / sockets should be suitable for high power consumption instruments like deep freezers, floor model centrifuges, biosafety cabinets etc and will be decided based on floor map. Only multi-stranded copper conductor wires shall be used for light and power wiring. The internal wiring shall conform to the Indian Electricity Rules and BIS standards. The conduit work for light points, power points, voice and data points, FDA system etc., shall be concealed type and shall be done in rigid PVC as per IS specifications. All the conduit pipes shall be sealed to prevent ingress of air.

iii) UPS

An UPS of 30 KVA(or as required depending on the overall load with economic annual maintenance charges) capacity should be provided for un-interrupted power backup to critical components like Door Interlock and access control system, BMS Operation and shower control panel operation. The power backup through the UPS shall be for minimum 30 minutes. The UPS should be complete with battery bank, battery rack, interconnecting cabling and wiring, complete in all respect.

iv) Communication Facility (Intercom & LAN)

Laboratory areas and support and service areas should be provided with Data (LAN) and Voice points (Intercom) for communication. The system should be complete with required conduit and wiring. The Data and Voice points should be fully wired with CAT6 cable complete with output terminals. A suitable EPABX should be provided for up to 2 incoming lines and 10 outgoing lines for the laboratory for internal communication. All the rooms should be provided with intercom connection and telephone instrument set.

INTERNAL CONSTRUCTION WORKS & FINISHES:

The internal partition walls and ceiling construction in BSL-3 Laboratory, Screening Lab and the support areas should be carried out with prefabricated, non-particle shredding panels in Powder Coating finish. The ceiling should be walk-able type for access of services above for maintenance purpose.

i) Modular Wall & Cladding Panels:

Double skin modular wall panels made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating with min. 60 Micron on both sides with PUF of density $40 \pm 2 \text{ kg/m}^3$ as infill, GI profiles for reinforcement along the periphery, floor track in Painted GI with EPDM rubber below Floor Track using Fastener bolts, self-tapping screws at suitable interval, suitable to accommodate the epoxy floor flush with wall panel. Joints shall be sealed with clean room compatible silicon sealant. Including

all material, lead lift T&P, Labour etc.

Wall panel is sealed airtight, that ensures air leakage.

There should be cut-outs on the walls to accommodate electrical outlets, telephone & intercom pipelines, control panels, monitoring devices, emergency warning systems, pass-thru' cabinets and piping wherever applicable.

Wall Panel Thickness	- 80-100 mm
Cladding Panel Thickness	- 50-60 mm
Outer Skin (both sides)	- Powder Coated GSS sheet in 0.8 mm thickness
Insulation/Filler material	- PUF having density of 35-40kg/m ³
Shade / Color	- As approved
Services	- Pre-inserted conduits for electrical wires/cables etc.
Sealing of Joints	- Silicone Sealant Sealing of Penetration-Silicone Sealant

Ceiling Panels:

Double skin totally flush walkable false ceiling made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating with min 60 micron on both sides with PUF of density 40 ± 2 kg/m³ as infill, GI profiles for reinforcement along the periphery, including ceiling grid for easy installation and necessary hardware like threaded rods, Fastner Bolts, self-tapping screws, nuts and bolts etc. Joints should be sealed with cleanroom compatible silicon sealant. (Load bearing capacity- 150 kg/m²).

- Double skin modular wall panels made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating. The solid ceiling panels will be placed side by side and fastened together. Ceiling trim (PVC) pieces will be installed on the ceiling to seal the ceiling panel airtight. The GI panel edges are sealed with Room Temperature Vulcanizing (RTV) Silicone to the structural frame and fasten on both sides to form an airtight sealed panel.
- The wall and ceiling system should be impervious, non-corrosive, antibacterial and antifungal surface finish suitable for use of wide range of chemicals like Hydrogen peroxide, formalin etc. for laboratory decontamination.
- The solid ceiling panels of size 80mm and 50mm shall be capable to withstand the high negative operating pressure of BSL-3 and shall be suitable for normal walking pressure and strong enough to allow personnel to climb above for installation and servicing via the service access on the side of the laboratory.
- **The Radius Coving (wall-to-wall, and wall-to-ceiling, from inside to outside corner):** Smooth radius coving should be installed at all wall- to-wall and wall-to-ceiling joints. All seams should be carefully sealed with RTV sealant. Corners at floor - coved from PVC floor sheet to the wall.

Flooring

Flooring should be in 3 mm Self-level epoxy in approved shade, complete with base coat, sealer coat and 3 mm topcoat in self-levelling epoxy conforming to ISO :4631. Another layer should be there in between the metal and epoxy layer to prevent corrosion.

Doors

All Air-Tight Doors (airlock to the outside of the BSL-3 Laboratory) should be constructed with steel and powder-coated (for easy cleaning). 46 mm thick doors made with PU painted 0.8mm thick GPSP sheets on both sides with honeycomb kraft paper as infill, 1.2 mm thick GPSP powder coated door

frames, hardware like SS push plate, SS 'D' handle, SS ball bearing butt hinges, Double glazed view panel with Automatic Concealed door bottom drop seal and 1.2mm thick SS304 kick plate. The door should be installed completely with pull-door-handle door, closer and electrical interlock mechanism. The Airlock doors and emergency Exit Door should be Air-Tight Doors. These Airtight Doors should have adequate gasket arrangement to provide airtight seal and may have a step-over seal. The interlock logic should be such that while entering or exiting the facility, traffic from the other side should not get access, to ensure privacy.

EQUIPMENTS & SYSTEMS

1. **BIOSAFETY CABINET:** Biosafety cabinets should be Class II B2 type- 5 Quantities, 2 each in Bacterial and Virus labs and 1 in ABSL3 procedure room. The Bio-Safety Cabinet body, frame and supports should be constructed in SS 316 L (18 gauge). The work surface should be perforated SS 316 L (18 gauge). The front should have SS 316 L (18 gauge) top section and sliding sash in toughened glass with required counterweight.

The Bio-Safety Cabinet should be complete with following accessories, features and specifications:

- Approx. Workspace of 1000 mm (W) x 610 mm(D) x 610 mm (H)
- Supply Air Face velocity not to exceed 0.65 m/sec
- Working chamber to operate under > 10 mm negative pressure.
- Drain receptacle with drain faucet.
- Fluorescent light & UV light
- Extract plenum and Air control dampers
- 2 Nos. Power outlet switch/sockets
- 80 to 100 fpm air inlet velocity at 8-10 inches of sash opening
- Supply and Exhaust HEPA filters shall be mini pleat separator less type with 99.97 % efficiency down to 0.3-micron particle size
- Supply and Exhaust Blowers with motor, statically and dynamically balanced.
- Magnehelic differential pressure gauge for chamber and HEPA filters
- Control console with indication lamps

2. **AUTOCLAVE:** 2 Quantities, should be wall-mounted, double door, rectangular, steam operated, high pressure, high vacuum, suitable for horizontal loading of waste. The autoclave should be with bio-seal design. The chamber size should be approximately 600 mm x 600 mm x 900 mm of 325 Liter capacity or higher. The autoclave should be free standing type. The Autoclave should be PLC controlled, programmable and should be loaded with different pre-programmed decontamination and sterilization cycles.

The chamber and door plate should be made of non-corrosive stainless steel AISI 316 quality and electric steam generators would be made of stainless steel AISI 304 quality. The jacket should be made of Boiler Quality steel. The chamber & jacket should be hydraulically tested to 2 times the working pressure. The normal working pressure should be 2.1 Kg/cm² corresponding to temperature 135°C.

The unit should be incorporated with water ring vacuum pump to create vacuum of 24" when the temperature of cooling water to the pump is less than 30°C for total evacuation of the air from the chamber, thus allowing complete sterilization of the load in shortest possible time.

The system should be PLC based microprocessor with the facility of HMI (Human-Machine-Interface) which is incorporated with the sterilizer.

The Micro-Processor based control Panel (Microster) should control entire cycle of sterilization and steam pulsing automatically through water ring vacuum pump. The control panel shall house the

complete automatic process control arrangement including timers, relays, contactors etc.

3. 16 R Refrigerated centrifuge with multiple rotors - One Swinging Bucket Rotor with 50 ml and 15 ml Falcon tube adaptor, One Fixed angle rotor for microcentrifuge tubes, microprocessor-based control system, certified quick seal Bio-containment system and motorized lid latch. CSA certified, IVD compliant, UL listed, RoHS compliant and WEEE **compliant**.
4. 200 KVA, 1500 RPM Silent DG set comprising of engine coupled to suitable make (ISI) alternator of 200 KVA, 415 Volt AC – 3 Phase, 0.8 PF (Lag). Both mounted on a common base frame with Necessary statutory authority inspection and approval. **There should be un-interrupted electric supply with zero second delay. DG comprising of :-**
 - Manual Control Panel
 - Silencer
 - Fuel tank
 - In-built AVM pads
 - DG set in Acoustic housing.
 - First fill of fuel
 - Batteries with leads
 - Suitable AMF panel with single main incomer.
5. Thermo scientific Forma Air Jacketed CO₂ Incubator (volume 232 liter or higher) with sterilization cycle for decontamination of inner chamber with I/R Sensor. Suitable SS piping system from CO₂ cylinder bank area up to instruments should be in the scope of supplier.
6. Lab worktable of suitable size complete with powder coated frame and granite stain resistant top and required drawers. The work bench shall be utilized for placing tabletop instruments.
7. Inverted Microscope (EVOS) with Computer and monitor attached for cell culture.
8. Shaker incubator – Temperature controlled orbital shaker with Flask holder of different size, Falcon tube rack attached to the base.
9. -80° C Freezer should be of 570-liter capacity or higher.
10. -20° C freezer should be of 345-liter capacity or higher.
11. 4° C Refrigerator should be of 300-liter capacity or higher.
12. Flow Cytometer – The flow cytometer (BD Accuri for example) should measure 11 x 14.75 x 16.5 in. (27.9 x 37.5 x 41.9 cm) (H x W x D). The system should be equipped with a blue laser and a red laser, two scatter detectors and four fluorescence detectors with interference filters optimized for the detection of FITC, PE, PerCP-CyTM5.5 and APC.
13. PASS BOX should be provided at required locations as per floor plan for transfer of samples, chemicals and materials into the laboratory. Pass box with UV to be provided. The Pass Box shall be constructed in 18 swg SS 304. The corners inside the Pass Box chamber shall be coved for easy cleaning. The pass box chamber dimension shall be approximately 610 mm x 610 mm x 610 mm. The unit shall be complete with HEPA filters, blower, motor, door electromagnets, door interlock, UV Lamp with timer, necessary wiring, controls and all other accessories. etc. complete.
The Pass Box doors should be interlocked by providing suitable electromagnet, so that the door cannot be opened simultaneously. The interlock shall provide visual indicator for door open/close conditions. The blower motor of Pass Box shall be of suitable rating and shall be dynamically and statistically balanced. Magnehelic differential pressure gauge shall be provided to indicate the pass box chamber pressure. The pass box shall be provided with UV light with ON/OFF switch and shall be interlocked with the pass box doors.

EFFLUENT DECONTAMINATION SYSTEM The Chemical Decontamination System for BSL-3 Laboratory effluent should comprise of two nos. Effluent Collection tanks (1 Working +1 Standby), each of full required Capacity. The decontamination tanks should be constructed in SS 304 (14 gauge). The effluent treatment plant should be under negative pressure and to be built as per DBT-RGCM guideline. The drain line from BSL-3 Laboratory containment area should be terminated to the effluent decontamination tanks. The effluent decontamination tanks should be provided with motorized OPEN/CLOSE valves connected with liquid level sensor such that when one tank get filled up to full volume, the supply valve shall automatically close and the supply valve of the standby tank shall automatically open to allow collection of effluent. One number chemical storage tank in SS 304 (14 gauge) fitted with transfer pump and measuring device, piped and connected to both the decontamination tanks shall also be provided for introducing disinfectant chemical into the decontamination tanks. The system shall be complete with items: - Motorized valve connected with liquid level sensor through control panel - Disinfectant Chemical storage tank - Disinfectant Chemical dosing pump - Non return valves - Interconnecting piping including piping for chemical dosing - Pumps for discharging decontaminated effluent into sewer/drain (1W+1S) - Power and control cabling/wiring for pumps and motorized valves with control panel.

14. IVC set for housing 32 Mice-cages in SS construction and suitable Ventilator arrangement with exhaust flexible pipe and clamping system should be installed.

SERVICE & UTILITIES

- Power: The bidder should make arrangement of power cables upto the main LT panel of BSL3.
- Water: Water supply for the BSL-3 Laboratory will be arranged and provided by the bidder from the NIBMG water storage tank and the BSL-3 Laboratory
- Drain & Sewer Line: The drain from the BSL-3 Laboratory, after decontamination, should be connected to the nearest available drain line. The bidder should design and construct the drain and sewer line from BSL3 lab to the available drain line.
- Utilities for laboratory equipment/s: Utility connections like power, water, drain etc. required for the laboratory equipment should be provided.

TESTING, COMMISSIONING AND VALIDATION

- a) After completion of the construction and installation works, all the equipment, systems and services should be commissioned and tested to check the operation and performance of each of the equipment and system.
- b) Once all the equipment and systems are found to be working satisfactory, the Validation of the BSL-3 Laboratory will be carried out by NIBMG, Kalyani or there consultant in the presence of authorized representatives/committee of the Institute. The Validation of the BSL-3 Laboratory should be carried out in accordance with the NIH Guidelines and other guidelines on the subject for commissioning and validation of BSL-3 Laboratories. During the validation process, operation and functioning of complete installations will be checked to verify that the equipment and systems are delivering the desired and approved performance results. It will be checked to ensure that all the biosafety and biosecurity requirements are met, are in place and are functional.
- c) Before start of the validation process, vendor should submit a detailed validation document giving details of validation checks and tests to be performed, the acceptance criteria as per the approved designs and drawings and the formats for recording the check and test results

The list of test to be performed is as below:

- (i) Containment Barrier Integrity Test
- (ii) HEPA Filter Leak Test – According to the US Federal Standard 209E

- (iii) Ducting Pre-welding leak test
- (iv) Ducting post-welding leak test
- (v) Room Differential Pressure test
- (vi) Particle Count Test for Cleanliness
- (vii) Air Velocity/ Pattern smoke Test
- (viii) Room Air change Rate Test
- (ix) Light intensity Test
- (x) Noise level Test
- (xi) Biological Safety Cabinet Test
- (xii) Temperature and RH

Approved Make List

Air Cooled Chilling Units	VOLTAS/BLUESTAR/CARRIER/ TRANE/YORK
Chilled Water Pump	KIRLOSKAR/ CROMPTON GREAVES/ ARMSTRONG/ GRANDFOSS/ KSB
Supply & Exhaust AHU	CITIZEN/VTS/FLAKTWOODS/SYSTEM AIR/ZECO/EQUIVALENT
Hot Water Generator	RAPIDKOOL/KHOKAR/EMERALD/EQUIVALENT
Supply & Exhaust AHU blower	NICOTRA/KRUGER/COMFRI/EQUIVALENT
Motors (for AHU)	ABB/SIEMENS/BHARAT BIJILI/CG/EQUIVALENT
VFD	SIEMENS/ABB/SCHNEIDER/DANFOSS/EQUIVALENT / OEM MAKES ACCEPTABLE
Chilled Water Piping	TATA/ JINDAL/SAIL/ HSL/RAVINDRA/EQUIVALENT
Butterfly valve	ADVANCE/ INTERVALVE/ AUDCO/ C&R/ CASTLE/ ARROW/ EQUIVALENT
Balancing Valve	ADVANCE/ INTERVALVE/ AUDCO /C&R/CASTLE/ARROW /EQUIVALENT
Gate Valve	LEADER/SANT/DIVINE/ADVANCE/CASTLE/ EQUIVALENT
NR Valve	ADVANCE/ INTERVALVE/ AUDCO/ C&R/ CASTLE/ ARROW/ EQUIVALENT
Flow Switch	JOHNSON/HONEYWELL/STAEFA/EQUIVALENT
Y strainer	SANT / EMERALD/RAPIDKOOL/EQUIVALENT
Temperature Gauges/ Pressure Gauge	WAREE/H GURU/FIEBIG/JAPSIN/FORBES MARSHALL/EQUIVALENT
Air Vents	I TAP / ANERGY/SANT/H GURU/CASTLE/EQUIVALENT
Pipe Insulation	AEROFLEX/ ARMACELL/SUPREME/PARAMOUNT/K FLEX/ EQUIVALENT
Duct Insulation	AEROFLEX/ ARMACELL/SUPREME/PARAMOUNT/K FLEX/ EQUIVALENT
Ducting GI Sheets 280 GSM with certificates	TATA/ JSW/ SAIL/JINDAL/EQUIVALENT
Volume Control Dampers/ Fire Dampers – Fusible Link	CARYAIRE / AIRMASTER / AJANTHA/ SYSTEMAIR/ CONTINENTAL/ EQUIVALENT
Bag In Bag Out HEPA Filters	AAF / CAMFIL/THERMADYNE/EQUIVALENT

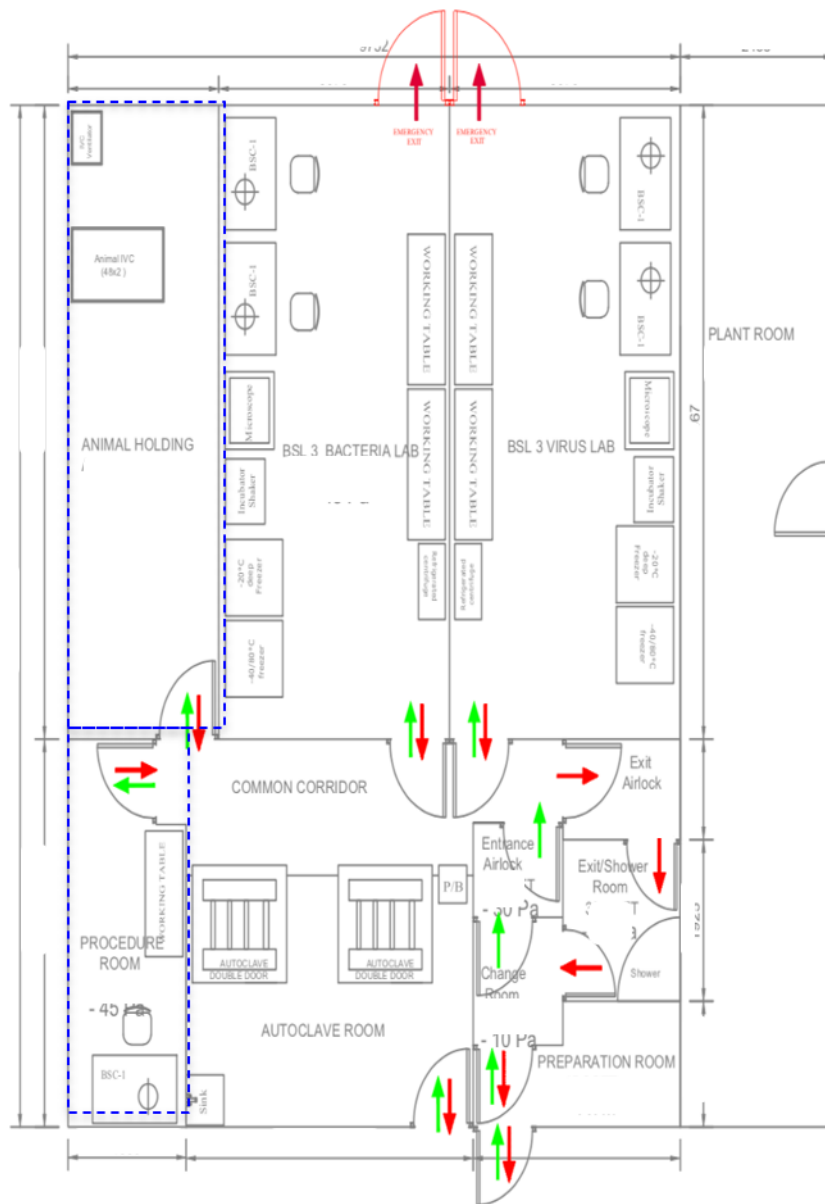
with Module	
HEPA Filter with Filter Module	AAF / CAMFIL/THERMADYNE/EQUIVALENT
Wall Panel/ Ceiling Panel/ Doors	FABTECH/I-CLEAN/GMP/SYNERGY/ NICOMAC /AIRTECH
Grills/Diffusers/Dampers	AIR MASTER/ AJANTHA/ SACHIN IMPEX / CARYAIRE /MKPRECISION/ CONTINENTAL/ SYSTEMA EQUIVALENT
Heaters	HEATCON/DASPASS/ESCORTS/UTKAL/EQUIVALENT
BMS System/ Modulating 3 Way valves/ Thermostats/ Humidistat/Sensors	HONEYWELL / SIEMENS/JOHNSON CONTROL/ROCKWELL/EQUIVALENT
Magnehelic Gauge	DWYER/EQUIVALENT
Air Circuit Breaker & Bus Couplers	L & T/SIEMENS /ABB/EQUIVALENT
MCCB	L & T/SIEMENS/SCHNEIDER/ABB/CG/EQUIVALENT
MCB's	L & T/SIEMENS/SCHNEIDER/ABB/CG/HAGER/LEGRAND/ EQUIVALENT
ELCB's	L & T/SIEMENS/SCHNEIDER/ABB/CG/LEGRAND/ EQUIVALENT
Power/Control Contacts, Overload Relays, Timers, etc.	L & T/SIEMENS/SCHNEIDER/ABB/EQUIVALENT
Fuses	CG/L & T/SIEMENS/EQUIVALENT
Energy Meters	L & T/CONZERVE/EQUIVALENT
Power Cables/Control Cables/ Wires etc.	FINOLEX/UNIVERSAL/POLYCAB/KALINGA/HAVELLS/R R CABLES/ EQUIVALENT
CAT 5/6 Cables	AT&T/KABEL/DIGILINK/LAPP/LUCENT/EQUIVALENT
Electrical Conduits	BHARAT/GUPTA/POLYCAB/PRECISION OR EQUIVALENT MAKE WITH ISI STD.
PASS BOX	THERMADYNE/ENERTIA/EQUIVALENT.
PVC Conduit	POLYCAB/PRECISION/SUPREME/EQUIVALENT
Switches & Sockets	POLYCAB/CROMPTON/NORTHWEST/LEGRAND/WIPRO/ PHILLIPS/MK/HAGER/LEGRAND/EQUIVALENT
LT Panel	CPRI APPROVED MANUFACTURER
Distribution Board	LEGRAND/ L&T/ABB/HAVELLS/SCHNEIDER/EQUIVALENT
Light Fixtures	POLYCAB/CROMPTON/NORTHWEST/LEGRAND/WIPRO/ PHILLIPS/MK/HAGER/LEGRAND/EQUIVALENT
Lab bench SS	ISI
Lab bench with drawer, granite top	ISI
Pre-insulated Valves, strainers	CR VALVES/ AUDCO/ ADVANCE/ LEADER/SANT/CASTLE/ INTER VALVE/ KIRLOSKAR/EQUIVALENT
Epoxy Coating	APURVA/DR. BECK/FOSROK/CLEANCOATS/EQUIVALENT
Silent DG set with canopy and AMF panel	Kirloskar/Greaves
CCTV Camera	CPPLUS/BOSCH/PALCO/SONY/LG/SAMSUNG/MOBOTIX/

	VIVOTEK/ EQUIVALENT
Fire Alarm System	HONEYWELL/BOSCH/ SIEMENS/SYSTEM SENSOR/GST/EQUIVALENT
Door Interlocking & Access control system	REALTIME/HID/LG/ESSL/EQUIVALENT

List of Scientific Instrument.

Instrument	Make	Quantity
Autoclave [325 liter]	NAT-STEEL/ MACHINFABRIC/ PSM/EQUIVALENT	2
Biosafety cabinet Class II/B2	Thermo (1386) /ESCO(1384) /Nuair	5
16R Refrigerated centrifuge with all rotor (One swing bucket with different adapters, cover; One fixed angle rotor)	Thermo (75004260, 75004520)/Eppendorf	2
Microcentrifuge R	Thermo/ Eppendorf	2
Inverted Microscope (EVOS)	Leica (DMI1)/Nikon/Invitrogen	2
CO2 incubator (232 liter or higher)	Thermo (371) /ESCO/Nuair	2
Shaker incubator	Thermo/ESCO/Nuair	1
-80°C freezer (570 li or higher)	Eppendorf/Thermo	2
-20°C freezer (345 li or higher)	Thermo/ Vest frost	2
4°C Refrigerator (300 li or higher)	Cell frost/ Thermo	2
Animal cage	Citizen/VWR	32
FACS Analyzer (27.9 x 37.5 x 41.9 cm) (H x W x D)	BD Accuri /Verse	1

Reference Design for BSL3:



**Approximate
Area: 2000 sq ft**

PART-VIII**BID LETTER FORMAT**

Ref. No.....

dated

.....

To,
 The Director
 National Institute of Biomedical Genomics
 P.O: NSS, Kalyani
 Nadia-741251

Attn: Stores & Purchase Officer

Sub.: Design, Supply, Installation, Testing and Commissioning and Validation of Prefabricated Modular BSL3 of your Tender Notice No...../ dated

Dear Sir,

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to supply and deliver the above equipment/ goods in conformity and to provide the Services as specified in this bidding document. Our offices are equipped with adequate facilities for Supply, Installation, Commissioning and Satisfactory Demonstration of the above item/ scientific equipment/goods required by you. All prices mentioned in the PRICE/FINANCIAL BID is in accordance with the terms and condition specified in the bidding document and extant statutes/rules etc. All the prices and other terms and conditions of this proposal are valid up to minimum of 180 days from the closing date of this bid. We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per the terms and conditions mentioned in the above tender.

We enclose herewith the complete Technical Bid and all documents as required by you along with the Price/ Financial Bid. However, our Price/Financial bid may only be opened as per the scheduled date & time mentioned in this tender if our Technical bid is found to be successful.

Your written acceptance / purchase order and your notification of award shall constitute a binding contract between us if our bid is accepted by you both technically & pricewise.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney.

or

A consortium of companies with the primary party designated in Annexure and the person signing the tender is the constituted attorney or authorized signatory of the primary party.

I/We the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the rules, regulations, terms and conditions mentioned in the Global Online Tender Notice No...../ dated of the National Institute of Biomedical Genomics, P.O: N.S.S , Kalyani-741251, Nadia, India. I/We also undertake to follow the final decision taken by the Director, NIBMG in case of any dispute in future.

Date:

(Full Signature of the authorized person of the Agency)

Name of the Vendor/Bidder:

Name of the Manufacturer/Foreign Principal

Full Address:

Telephone No(s):

Mobile:

Fax No(s):

E-mail:

Website:

Seal of the Firm

Details of

Enclosure:

- 1)
- 2)
- 3)
- 4)

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

(No alterations of this/ any format shall be permitted, and no substitutions shall be accepted)

Tender Form Format (Technical Unpriced Bid)

(Global Online Tender Notice No.:/ dated)

Sub: **Design, Supply, Installation, Testing and Commissioning and Validation of Prefabricated Modular BSL3**

Instrument/ Equipment/Goods/Article Name	[Separate list to be attached giving details of the equipment namely, Make, year of manufacture, name of the manufacturer etc.]
Name & Address of the applicant	
Tel. No(s) / Fax No(s):	
E-mail	
Year of Establishment	
Legal status of the applicant (attach copies of original document defining the legal status) a) A proprietary firm b) A firm in partnership c) A limited company or Corporation / Joint venture / Consortia /Any other	
Confirm that the Bidder has not been banned OR delisted/ blacklisted by any Government or Quasi Government agencies or Public Sector Units.	
Confirm that Bidder is not under Liquidation, court Receivership or similar proceedings.	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Tel. No(s) / Fax No(s):	
E-mail	
Website	
Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents, please update it to NIBMG, KALYANI]	
Full Name	
Complete Postal Address:	
Telephone No(s) & Mobile No(s)	
E-mail	
TAN/ PAN No. of the Bidder	
GSTIN No. of the Bidder	
Trade License No.	
Whether you are a Govt. Agency / NSIC/ Micro, Small and Medium Enterprises (MSME) / Central Public Sector Enterprises (For NSIC & MSME firms, please mention if the product being quoted is actually manufactured by them and the product is registered	Yes / No (If yes then please mention the category, regd. details, validity etc.)

with these agencies. Enclose valid proofs)	
Whether you are enlisted with GEM for sale of this product(s) / materials	Yes/No (If yes then please mention the category, regd. details, validity etc.)
Make and Model of the main Instrument quoted	
Whether the above Make & Model is available in the GEM (Govt. E-Market Place) or approved by the Director of Export Promotion and Marketing, Orissa/ Director General of Supplies and Disposals (DGS&D) ,Govt. of India.	Yes / No (If yes then mention details about price, taxes and other details in Price/ Financial bid only)
EMD details	Rs...../- (in words... ..)
Date of Deposit	

Self -attested copy of each document mentioned above needs to be submitted.

Signature with Seal of the Vendor/ Bidder

Technical Unpriced Bid Compliance Sheet

Ref. No..... (Put your ref. no. if any)

Date.....

The Bidders are required to submit the following Technical Compliance Sheet along with Manufacturer's Authorization Form, Service Support Details Form, Agency's Experience Form, Undertaking to submit Performance Bank Guarantee, Fall Clause Undertaking, Certificate by the Chartered Account for MSMED firm, Declaration- General, Delisting Declaration, Financial Status Statement of the Manufacturer/Bidder for the last three financial years, Bank Solvency Certificate, Warranty Compliance Undertaking and Manufacturers (OEM) Undertaking to Provide Spares & Service for at least 5(five) years from the date of supply & Installation as per the format available in the Technical unpriced bid duly filled in their letter head for evaluation of their Technical Bid(s). 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. May also be enclosed. In absence of any of the above form, the tender is liable to rejection.

An unpriced financial bid indicating item(s), cat/part no(s) and quantity quoted by you must be enclosed with the technical bid. Please take precaution not to disclose any price in the technical bid failing which you offer will be cancelled.

1. Name & Address of Beneficiary/ Manufacturer :

(To whom purchase order will be addressed)

Tel. No(s):

Fax No(s):

E-mail:

Website:

2. Terms of Payment: (Bidder may choose from the following options).

Payment to be made in Indian Rupees only. Request for making Payment in any other currency will not be accepted.

100 % (Hundred percent) of the Contract Price shall be paid on receipt of the Goods on acceptance, satisfactory installation & commissioning including providing of Training in approximately thirty (30) working days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. through PFMS.

(d) Advance payment demanded by firms against this turn-key contracts: Such advance payments should not exceed the following limits:

Thirty percent (30%) of the contract value to private firms on submission of Bank Guarantee, the value of which will be 40% of the order value, valid for 01 (one) year, from a Scheduled Bank.

Forty percent (40%) of the contract value to a State or Central Government agency or a Public Sector Undertaking on submission of Bank Guarantee, the value of which will be 50% of the order value, valid for 01 (one) year, from a Scheduled Bank

Balance payment shall be released after successful installation, demonstration, commissioning including providing of Training acceptable to NIBMG, Kalyani in approximately 30 working days upon submission of claim supported by the acceptance certificate issued by the Purchaser. However, in case of advance payment if the bidder fails to fulfil the contract within the time limit, then NIBMG may recover the advance amount with an interest equal to 3% p.a. from the bidder.

3. **Validity of the Tender** (minimum for a period of 180 days from the date of bid closing)

4. **Delivery Period**..... Days / Months

5. **Installation/Demonstration and training:** Free of Cost/ at extra charge (*If at extra price, then mention the amount in Price/Financial bid only*)
6. **Items required for Installation** (*to be arranged by NIBMG / Bibber – Details to be attached*)

Electrical items: a)

b) Any other items:

(in case the price bid of more than one firms happens to be equal, priority will be given to the firm which will arrange the above at its own cost)

7. Minimum space required for Installation:

8. (A) Guarantee/ Warrantee year(s)

(*Minimum 2 year guarantee/ warrantee should be given from the date of successful installation at NIBMG, Kalyani unless otherwise categorically mentioned in the specification. **The stipulation in technical specification will succeed the above period***)

Mandatory: Free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/goods/ article: Accepted

(B) Free Annual Maintenance Service/Contract (AMS/AMC):

- i) (in word...) year(s) after the expiry of the guarantee/warranty, inclusive of spare parts and service.
- ii) (in word...) year(s) only on service after the expiry of the guarantee/warranty.
- iii) NIL

Preference in selection other than cost of the equipment/goods (to be assessed by NIBMG) will be given to the firm which will provide Guarantee / Warranty and free AMS for more no. of years.)

(C) COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD ONLY

Sl.	Quantity (Nos.)	Cost for 1 st year	Cost for 2 nd year	Cost for 3 rd year	Cost for 4 th year	Total cost for 4 years after standard warranty of ----- year(s).
		Please offer your price in the Price/Financial bid only. If you have not offered the same then your bid is liable for rejection.				

- I. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labor, after satisfactory completion of warranty period may be quoted for next 4 (or as specified) years on yearly basis for complete equipment/goods.
- II. The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

- III. Cost of CMC may be added for ranking/evaluation purpose.
- IV. The stipulation in technical specification will supersede above provision.
- V. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

9. Penalty Clause of NIBMG (Mandatory): AGREED & ACCEPTED

On breakdown of the equipment/goods during warranty or CMC, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of 500/- (up to item value 10.00 lakh) plus additional 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee/CMC period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment/goods in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment/goods. The Manufacturer/Supplier is bound to extend the warrantee/guarantee/CMC of the equipment/goods equivalent to the number of days for which the equipment/goods remain idle due to the break down. However, NIBMG shall claim no extension of warrantee/guarantee for the equipment/goods lying idle due to break down for a total number of 24 days per year in the warranty/guarantee/CMC period.

10. Fall Clause of NIBMG(Mandatory): AGREED & ACCEPTED

If, at any time, during the tender/ contract/ supply period, the supplier reduces the said prices of such Stores/Equipment/goods or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, NIBMG and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

N.B: The bidder shall take special care NOT TO MIX UP the price of the stores in this part of the tender.

S/N	Tender Specifications/ facilities wanted by NIBMG	Bidder's Specifications/ Offer	Catalogue Page No/Bid Page No. on which compliance information is given & which is attached in the bid submitted. (Enclose technical literature in support of your claim).	Compliance (YES/NO)	Any remark or feedback by the bidder about deviation

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 must be provided. If any deviation is proposed by the Bidder, the same must be clearly indicated and enclosed as deviation as per given format. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points of specification, failing this will result in rejection of bid.

The indenting scientist or the technical committee can ask for demo in NIBMG (if required at the time of technical evaluation). If bid participating firm fails to arrange for demo, it will result in rejection of the bid on the ground of failure to arrange for demo. In case of demo is to be arranged at different place other than NIBMG, all the incidental expenses of this arrangement has to borne by the bid participating firm. No Queries will be entertained for waive off for demo as it is in utmost interest of the organization to make correct procurement as per end user requirement and use public fund in correct manner with avoid of risk of purchase of substandard material. As specification is essence of this purchase no compromise will be made in ascertaining the right quality of product as per requirement for NIBMG. Sometimes, some of the technical facilities are not clearly mentioned in the technical brochures/literatures supplied by the firms in support of the above specifications. In that case, the vendors are requested to give an undertaking (preferably through the principal/manufacturer of the item if the vendor is an agent / sub-agent) that those technical facilities are available in the model quoted by them. In case of false undertaking, the vendor will be black listed and the EMD/Security Deposit will be forfeited.

QUALIFICATION & REQUIREMENTS

- a) The Bidder should be a manufacturer, or their dealer specifically authorized by the manufacturer to quote on their behalf for this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment/goods(s) similar to the type specified in the “Technical Specification”. Such equipment/goods 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.
- b) Manufacturer’s name, makes, model, catalogue/part no. /code no. etc. should be clearly mentioned. If imported, then the name, full address, phone, fax, website and e-mail of the Beneficiary/Manufacturer and authorized Indian agent (if you are a sub-agent) should be mentioned. The Items being quoted should be of Original Manufacturer and no non-standard/ sub-standard item should be quoted. All detailed specifications and make of the items to be quoted should be clearly mentioned and attach with the offer. In case of proprietary or patented item, necessary certificates in support of the same should be attached.
- c) Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
- d) That the Bidder will assume total responsibility for the fault-free operation of equipment/goods, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for one year after end of warranty period if required.
- e) 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.

- f) Other things being equal, preference shall be given to firms who or his principal have supplied and installed similar system at any DBT/DST/CSIR/ ICAR/ ICMR/DAE/ DRDO/Other Govt. or autonomous research Labs in India.
- g) Space, electrical load etc. needed for the instrument/equipment/goods/article may also be indicated along with the Technical unpriced bid.
- h) To make the equipment/goods operational, does it need any additional and essential accessories? If so, then please submit the list of accessories to be given by including the cost of those essential accessories only in the main unit.

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.

The following documents in original (Self-attested with rubber seal, in case of Xerox copies) should also be enclosed along with the Technical bid. In case of Xerox copy, original documents for the following should be produced whenever required; otherwise, tender submitted will be rejected at any moment.

1. Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as per the specification wanted by NIBMG.
2. Authorization Certificate of the concerned company (OEM) in your favour (or in favour of your firm through your principal dealer if you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise, the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.
3. Document supporting both past and present status of both the Manufacturer and Supplier.
4. Valid up-to-date GST, Trade License & PAN Card & ITR for last 3 years.
5. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
6. Valid proofs of any orders (**without price / please erase the prices mentioned in the order**) received from various Govt. /Semi-Govt./P.S.U. etc. for supply and installation of the same make and model of scientific equipment/goods. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.
7. Service facility beyond guarantee/warranty period i.e. after sales service condition/Annual Maintenance Contract may be indicated clearly including the cost of such service and name of the firm, their financial position and past performance who will give the same service. Whether any training is needed or is it included in package deal, including technical and scientific literature, please indicate. Any difference or variation in the brand name or specification from our specification should be clearly mentioned. Brochure/ Technical literature containing the detailed specification of the models quoted should be enclosed. Give detail specification of all parts and accessories to be supplied.
8. To establish the goods' eligibility, 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.

9. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents 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) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ; and
- (c) 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.

PRE-REQUISITES, IF ANY, FOR INSTALLATION OF THIS EQUIPMENT/GOODS SHOULD BE CLEARLY INDICIATED IN THE TECHNICAL BID, FAILING WHICH IT WILL BE PRESUMED THAT NO SUCH PRE-REQUISTES ARE REQUIRED AND IT WILL BE THE COMPLETE RESPONSIBILITY OF THE VENDOR TO MAKE THE EQUIPMENT/GOODS FUNCTIONAL WITHIN THE QUOTE PRICE.

For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment/goods, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantialequivalence to those designated in the Technical Specifications.

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the terms and conditions mentioned in the Tender Notice No.:/ dated of the National Institute of Biomedical Genomics, Kalyani- 741251

I/We do hereby undertake that all the above information's provided by me/us are true. The specifications of the above equipment/goods(s)/item(s) are equal or superior as per your tender / as per our technical bids submitted with you. If any cheating or forgery is found at any moment, the Director, National Institute of Biomedical Genomics holds the right to forfeit my/our EMD or Security deposit and is empowered to take legal action as deem fit against me/us.

Place :

Date :

Signature with Seal of the Vendor/Bidder

MANUFACTURERS' AUTHORIZATION FORM

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. In case of foreign manufacturer, scan copy can be accepted if supported by copy of the original valid normal authorization to local distributor and is submitted along with above format.

No. _____

Dated _____

TO,
THE DIRECTOR
National Institute of Biomedical Genomics
P.O.: N.S.S., Kalyani – 741251, District: Nadia
West Bengal, INDIA

Dear Sir

We who are established manufacturers of _____ having factories at *(address of factory)* do hereby authorize M/s *(Name and address with contact details like Tel. No(s)/ Fax/ E-mail etc. of Agent/Sub-Agent)* to submit a bid, negotiate and receive the order from you against your Tender Notice No...../ dated

No company or firm or individual other than M/s _____ is/are authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per the condition of the above tender/PO (issued if any) for the goods and services offered by the above firm(s).

Thank you.

Yours faithfully,

Authorized Signatory
(Having the power of Attorney on behalf of the Manufacturer)

Annexure – 4**SERVICE SUPPORT DETAILS FORM***(To be submitted in Manufacturer's/Bidder's Letter Head)*

(Tender Notice No. / dated)

Sl. No.	Nature of training imparted	List of similar type equipment/ goods serviced in the past 3 years	Local Address, Telephone Nos. Fax No(s). and e-mail address of the firm located at Kalyani or its adjoining areas	Value of minimum stock of consumable / spares held at all times.

Signature and Seal of the
Manufacturer/Bidder.....

Place:

Date:

Agency's Experience Form

(To be submitted in Manufacturer's/Bidder's Letter Head)
(Tender Notice No. / **dated**)

Clients Details where such items/facilities have been supplied/ installed/ commissioned have been undertaken Name & Address of Client (s) :

Type of Client :

Address:

Tel. No(s):

Fax No(s):

E-mail:

Details of Items supplied/installed:

Quantity:

(Documentary evidence in respect of each client to be enclosed without price)

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

UNDERTAKING TO SUBMIT PERFORMANCE BANK GUARRNATEE**(To be submitted in Manufacturer's/Bidder's Letter Head)****(Online Tender Notice No. / dated)**

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

Date:

Sub:- Assurance for submission of PBG towards Security Deposit/ Performance Security Dear

Sir,

We the Firm are participating in your above tender. If our bid is accepted against this subject tender notice, we commit to provide a performance security for due performance of the contract as per NIBMG policy/format . The same will be valid for 60 days more than the whole contract period including Guarantee/ Warranty/CMC/AMC obligation.

Thank you.

Place:

Date:

***Signature with Seal of the Vender/
 Bidder***

FALL CLAUSE UNDERTAKING*(To be submitted in Manufacturer's/Bidder's Letter Head)*(Tender Notice No. / **dated**

This is to certify that we have offered the maximum possible discounted price to your institute for the Item(s) required as per this Tender notice vide our Quotation No. _____ date _____ for _____ total Currency / as per quotation submitted .It is also certify that the prices charged for the stores supplied under this tender are the minimum at which the party sells the item(s) of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract till validity of our offer or execution of the purchase order contract whichever is later, failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by our firm is more, NIBMG, KalyaniI will have the right to recover the excess charged amount from us from the subsequent/unpaid bill.

Place :**Date :**

*Signature with Seal of the
Manufacturer/Bidder*

Annexure - 8**Certificate by Chartered Accountant for the firms registered under MSMED Act**

This is to certify that M/s... .., (here in after referred to as a company) having its registered office at..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)).....Dated, category... ..(Micro/small). (Copy enclosed).

Further verified from the books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

- 1.For manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the terms specified by the Ministry of small scale Industries vide its notification no. 5.0.1722 (E) dated October 5, 2006.): Rs..... Lacs
2. For service Enterprises: Investment in equipment/goods (Original cost excluding land and building and furniture, fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006):Rs Lacs

The above investment of Rs. Lacs is within permissible limit of Rs. Lacs for Micro/ small (strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

UDIN No.:

Signature with Seal of the Bidder

Format of Integrity Pact

INTEGRITY PACT

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by _____ 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 Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 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)

Bidder/Contractor) (Office Seal)

(Office Seal) Place.....

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

Date.....

(For & On behalf of

Witness 1: (Name & Address): _____

Witness 2: (Name & Address): _____

DECLARATION-GENERAL

(To be submitted in Manufacturer's/Bidder's Letter Head)
 (Online Tender Notice No. / dated.....)

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

Date:

Dear Sir,

I/WE HEREBY DECLARE THAT WE HAVE READ & UNDERSTOOD ALL THE GENERAL TERMS & CONDITIONS, TECHNICAL SPECIFICATIONS ETC. MENTIONED IN THE ABOVE TENDER AND THE SAME IS ACCEPTABLE TO US AND WE WILL ABIDE BY THE SAME.

I/We also declare that:

- (a) The documents submitted by me/us is/are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, I/we shall be liable for criminal action and such compensation payable to NIBMG as may be decided by the Institute.
- (b) I/We will not withdraw my/our tender after opening of Technical Bid and if done so; my/our EMD may be forfeited.
- (c) I/We have not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
- (d) There is no complaint against me/us 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.

Thank you.

Signature with Seal of the Manufacturer/ Bidder

Place: Date:

DELISTING DECLARATION*(To be submitted in Manufacturer's/Bidder's Letter Head)*(Tender Notice No..... **dated**.....)

To

Date:

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

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 - 12**FINANCIAL STATUS STATEMENT OF THE MANUFACTURER/BIDDER FOR LAST THREE YEARS**(Tender Notice No...../ **dated**)

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 / Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in Indian Rupees)
1	2018-19			
2	2019-20			
3	2020-21			
AVERAGE TURNOVER OF LAST THREE YEARS EXCLUDING CURRENT YEAR DATA				

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

UDIN No.:

Signature with Seal of the Bidder

BANK SOLVENCY CERTIFICATE

(Banker's certificate should be on letter head of the Bank and should not be more than 6 month(s) old from the date of publication of tender)

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

Date:

Sub.: Bank Solvency Certificate

We the (Bank Name) do hereby certify that (Name of Firm) having their Registered office at (Registered Office Address) is solvent to the extent of Rs.-----/(Rupees in words-----) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of (Name of Firm) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

Sign & Stamp of Bank Manager

Place:

Date:

Warranty Compliance Undertaking*(To be submitted in Manufacturer's/Bidder's Letter Head)*(Tender Notice No...../ **dated**.....)

To

Date:

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

Dear Sir,

Subject: Design, Supply, Installation, Testing and Commissioning and Validation of Prefabricated Modular BSL3 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 comprehensive warranty period of year(s), Extended Warranty period of _____ year(s) and CMC period of _____ year(s) from the date of installation of the equipment/goods.
- 3) We also accept free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/goods/ article.

Yours faithfully

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

Annexure - 15

**Manufacturers (OEM) Undertaking to Provide Spares & Service for at least 5
(five) years from the date of supply & Installation
(To be submitted in Manufacturer's letter head)**

Letter Ref. No.:...../

Date:

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

**Sub: Design, Supply, Installation, Testing and Commissioning and Validation of
Prefabricated Modular BSL3**

Put name of the equipment/goods with model no(s).....which is/ are
manufactured by us through our authorized sales & service agent in India
M/s.....
.....
.....

Tel..... Fax

No.: e-mail:..... to your organization vide your Tender

Notice No...../dated....., quoted vide Proforma

Invoice /Quotation No(s)...../ dated by our above agent.

Undertaking: Being the Original Equipment/goods Manufacturer (OEM) of the above product, the company hereby agrees to provide spares & after sales service as & when required through the above authorized agent for at least 5(five) years from the date of successful installation of the above equipment/goods at NIBMG. We hereby confirm and accept not to withdraw the authorization or dealership for the sales & service of the above equipment/goods up to at least 5(five) years from the date of the successful installation at your organization. In case, it happens for the reason whatsoever the company also agrees to take the responsibility for providing the service with spares itself through its other dealer or agent in India at the same terms & conditions and price submitted by our above current agent or dealer. In case of defaulting, we will be penalized under the Laws of Union of India.

Authorized Signatory

(Having the power of Attorney on behalf of the Manufacturer) Name:

Designation:

Name of the Company/ Firm:

Complete Postal Address:

Telephone no(s):

Fax: E-mail: Website:

EMD / BID SECURITY FORM

Date:

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

Whereas..... (hereinafter called “the Bidder”) has submitted its bid dated. (Date of submission of bid) for the supply of. (Name and/or description of the goods) (hereinafter called “the Bid”) vide Tender Notice No.:/dated..... of National Institute of Biomedical Genomics, P.O.: N.S.S , Kalyani, Nadia – 741251

KNOW ALL PEOPLE by these presents that WE (Name of bank) of. (Name of country), having our registered office at (Address of bank) (Hereinafter called “the Bank”), are bound unto National Institute of Biomedical Genomics, P.O.: N.S.S , Kalyani, Nadia – 741251 (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of_____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this____day of_____

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract/ Order Form if required; or
 - (b) Fails or refuses to furnish the performance security deposit, in accordance with the Purchase Order of National Institute of Biomedical Genomics, Kalyani.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name of Bidder

(Signature of the authorized officer of the Bank)
 Name, designation and bank code of the Officer:
 Seal, name & address of the Bank and address of the Branch.
 Date.....
 Address:.....

Annexure - 17

(Letter to be submitted by the Vendor/Bidder in their letterhead along with a cancelled cheque for payment)

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

Date:

Dear Sir/Madam,

We acknowledge your letter offering to make payments for supplies / services provided to National Institute of Biomedical Genomics, Kalyani as per the Terms of the respective Purchase order or Work Order to our Bank Account directly through RTGS/NEFT.

We agree and accept that all payments that are payable as per the terms of the Purchase order or work order placed and that may be placed on us in future, be credited to our Bank Account, details of which are given below:

Name & Address of our Bankers	
Our Bank Branch Name & Code	
Our Bank Branch Location/Tel No/ E-mail;	
Our Bank MICR Code	
Our Bank RTGS IFSC Code	
Our Bank NEFT IFSC Code	
Type of Account (Saving Bank, Current Account or Cash Credit Account)	
Our Bank Account Number (as appearing on the cheque book please ensure to mention the complete account No. as allotted by the bank)	

We hereby declare that the particulars given above are correct and complete. If for any reason the payments are delayed or not effected, we shall not hold National Institute of Biomedical Genomics, Kalyani or the banks responsible for such delays. We here by authorize National Institute of Biomedical Genomics, Kalyani to make all payments to us by credit to the above bank account.

Email Id :

Name, Address & Contact No.:

Name of the contact person of the firm:

Thanking you

Yours Sincerely For (Vendor name)

Authorized Signatory.

Bank Certificate

We confirm that the details given are correct as per
our records.

Date:

Place:

Signature & Stamp of Authorized bank Official

PERFORMANCE STATEMENT FORM WITH PRICE DETAILS
(For Last 3 Financial Years: 2018-19, 2019-20 & 2020-21)

(Online Tender Notice No.:

Name & Address of the Firm.....

.....

.....

Tel. No(s), **Fax No(s)**, **e-mail**

Website

Order placed by (full address of Purchaser)	Order No and date	Description and quantity of ordered article and commissioned	Price	Date of completion of delivery/ commissioning as per Contract/ Actual	Remarks indicating reasons for late delivery/ demonstration/ commissioning, / if any	Has the article been installed/ commissioned Satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact Person Name / Tel No., Fax No. & e-mail address

(Please also mention for the current year if the same make & model sold to any organization)

Place :

Date :

Signature with Seal of the Vendor/Bidder

(A direct Proforma Invoice/quote from the manufacturer/ principal supplier along with a copy of valid price list of the items quoted may be submitted or else please give information about the website (if any) from where the price list would be verified. Valid proofs of the orders contain price received from various Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations etc. for supply and installation of the same make and model of scientific equipment/goods. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender.

SECURITY DEPOSIT / PERFORMANCE SECURITY FORM**To**

National Institute of Biomedical Genomics
P.O. N.S.S, Kalyani 741251

BG No.:.....

Date.....

From**The Name of the Bank**

.....

In consideration of the National Institute of Biomedical Genomics, P.O. NSS, Kalyani 741251, India (herein after called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....

And

..... (hereinafter called "the Supplier(s)/ Contractor(s)" for the supply/ work... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees... only) as a security/guarantee form the supplier(s)/contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (Indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Institute an amount not exceeding Rs..... (Rupees... only) on demand.
2. We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier(s)/contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs... (Rupees... only).
3. We, the said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the supplier(s)/contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the supplier(s)/contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank)..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said supplier(s)/contractor(s), and accordingly discharges this guarantee.

5. We (Name of the bank).....further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said supplier(s)/contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said supplier(s)/contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said supplier(s)/contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. THEREFORE, We hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the above Contract/Order and without cavil or argument, any sum or sums within the limit of.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the supplier(s)/ contractor(s).
8. We(Indicate the Name of the bank) under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
9. We.....(Indicate the name of the Bank) also undertake not to revoke this Guarantee except with the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... only), and unless a claim/demand is made on the bank in writing on or before..... all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

Authorized Signatories of the Bank with name and Seal Name of the Officer:

Designation: Code if any:

Date:

Place: