

# ब्रिक-राष्ट्रीय जैव-चिकित्सा जेनोमिक्स संस्थान

BRIC-National Institute of Biomedical Genomics

निविदा आमत्रण सूचना / Notice Inviting Tender

**(Two Bid System)**

For File Compactor System inside the main building of BRIC NIBMG-Kalyani

**Tender No.: NIBMG/File Com Sys/2025-26/007**

**Date: 04.08.2025**

Brief Description /Name of Work: Design, Supply, Installation and Commissioning OF FILE COMPACTOR SYSTEM at the Purchase Section of the main building of BRIC NIBMG-Kalyani

Important Dates:

<b><u>Bidding step</u></b>	<b><u>Date</u></b>
Published Date	04.08.2025 (06.00 PM)
Bid Document Download / Sale Start Date	05.08.2025 (09:00 AM)
Clarification Start Date	05.08.2025 (09.00 AM)
Clarification End Date	12.08.2025 (02.00 PM)
Prebid meeting Date	14.08.2025 (12.00 Noon)
Bid Submission Start Date	05.08.2025 (09.00 AM)
Bid Submission End Date	25.08.2025 (03.00 PM)
Bid Opening Date	26.08.2025 (04.00 PM)

## **Part – I**

### **Overall Bidding Scope and Instruction**

#### **A. COMPONENTS**

1. Constructions (as per specifications)

#### **B. INSTRUCTIONS TO BIDDERS:**

S/N	Name of the Item(s)/ Equipment/Goods	Completion of delivery and installation in days	Earnest Money (Rs.)
1	Design, Supply, Installation and Commissioning OF FILE COMPACTOR SYSTEM at the Purchase Section of the main building of BRIC NIBMG-Kalyani	90	8,800.00

#### **C. GUIDELINES FOR ONLINE BID SUBMISSION: -**

The tender form/bid documents can be downloaded from the E-tender Portal (URL: <https://eprocure.gov.in/eprocure/app>).

The process of evaluation will be done through a Two Bid System. Both the Technical Bid and the Price bid must be submitted simultaneously.

Not following the above process will render the bid as unresponsive and result in disqualification of the bid and the EMD may be forfeited under the said circumstances.

Manual/Offline bid shall not be accepted under any circumstances.

Any Amendment/Corrigendum for this tender document will be hosted in NIBMG Website ([www.nibmg.ac.in](http://www.nibmg.ac.in)) and in the E-tender Portal <https://eprocure.gov.in/eprocure/app> only and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.

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 / or based on the revised date as per notification, Interested Bidders may visit site on any working day between 10:00 am to 04:00 pm on or before the bid closing date.

Address for communication:

To

The Director

National Institute of Biomedical Genomics

PO N S S,

Kalyani

West Bengal

India, PIN 741251

Email: [director@nibmg.ac.in](mailto:director@nibmg.ac.in)

## **Terms and Conditions**

### **A) Preference to Make In India:**

1. Indian suppliers are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017.
2. Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate.  
Reference OM: OM No.F.1/4/2021-PPD dated 18.05.2023  
OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

### **B) Purchase Preference to MSMEs and Start-Ups:**

If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and

technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. Reference OM: No. F.1/4/2021-PPD dated 18.05.2023, OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated and approved by Buyer after evaluation of documents submitted.

- C) Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid process.
- D) Past Performance: The OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year.
- E) Scope of Supply: Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods
- F) WORK SCHEDULE: The supply, installation, commissioning and demonstration shall be completed at our site within 90 days from the date of issue of work Order.
- G) Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider

details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

- H) Warranty: Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be submitted along with the bid. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
- I) 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.  
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.  
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- J) The buyer reserves the right to cancel a participating bid if improper/incomplete documentation is submitted.
- K) All queries sent to the bidders need to be answered within a 48 hours window from the receipt of the email.

- L) IF bidder/OEM is found to have filed for bankruptcy or financial statement / shows negative balance, the bid shall be deemed unresponsive, hence, disqualified.
- M) The buyer reserves the right to cancel the tender at any stage without giving any reason whatsoever of the same.

### **Financial Eligibility Criteria.**

1. Earnest Money Deposit: at least 2% of the Estimated Cost.

Earnest money to be deposited by e- transfer directly to the Institute Account No- 0579010458047, AC/ Name: NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, Bank: Punjab National Bank, Branch: Kalyani, IFS Code: PUNB0057920, proof of transaction advice should be enclosed in technical bid. Failure to deposit Earnest Money will lead to rejection of tender.

(Note: As per Rule 170 of GFR “Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization.” are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) should be the manufacturers of the quoted equipment and are however required to submit a signed Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 3 years from being eligible to submit Bids for tenders with National Institute of Biomedical Genomics.)

2. Financial Capability

Bidder shall furnish documentary evidence to show his current Financial Capability as per the following criteria.

a) Turnover:

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

b) Financial Liquidity:

- Access to Funds: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet 3 months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts.
- The net worth: The Net Worth of Bidder firm (or principal of authorized representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30% in the last 3 years. (The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by Bidder along with the bid. Banking reference (from a Scheduled Bank in India, and it should not be more than 3 months old as on date of bid submission)

3. Performance Bank Guarantee / Security Deposit.

- Performance Bank Guarantee amounting to 5% (Five percent) of the Contract value is to be submitted within 10 (Ten) days to be deposited by e- transfer directly to the Institute Account No- 0579010458047, AC/ Name: NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, Bank: Punjab National

Bank, Branch: Kalyani, IFS Code: PUNB0057920, or in terms of Bank Guarantee from the issue of the Work order and will remain valid up to Warranty/Defect Liability Period plus 60 (Sixty) days of the assigned work. [Sample form of Bank Guarantee attached]

4. Liquidated damages

Any willful delay on the part of the 'Contractor/Bidder' in completing the works/supply within the stipulated period will render him liable to pay liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to at 0.5 % per week of the contract value" and LD maximum amount 10% of contract value as per GFR. LD will be deducted from payments due to him.

5. Payment Terms

- 100 % Payment will be made within 30 days of successful Installation, Commissioning of the Items.
- No Advance Payment Will Be Made.

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



### Part -A Technical Bid

- Specifications provided below [As per PART-II]
- Technical Unpriced Bid Compliance Sheet
- Service Support Details Form
- Warranty Compliance Undertaking [Annexure-E]
- Bidders Undertaking to provide necessary warranty and real-time support
- Deviations, if any, should be indicated in a separate column
- EMD / BID Security as mentioned in the Tender.
- Undertaking to submit Performance Bank Guarantee
- Fall Clause Undertaking
- Blacklisting/Delisting Declaration [Annexure-C]
- Declaration- General [Format Annexure-B]
- Financial Statement [Balance sheet and P & L] of the Manufacturer/Bidder for the last three financial years [Annexure-D]
- Copy of valid trade license.
- Copy of GST registration certificate. → Copy of PAN of the firm. → ITR for last 3 years along -with audited accounts / Certificate from the Chartered Accountant.
- Copy of MSME / Start-Up certificate, if any
- Integrity Pact [Annexure – F]
- Declaration pertaining to bidder and / OEM not belonging to countries sharing land borders and having borderline disputes with India.  
[Annexure – G]

**PART -II**  
**SPECIFICATION FOR CONSTRUCTION OF FILE COMPACTOR SYSTEM**

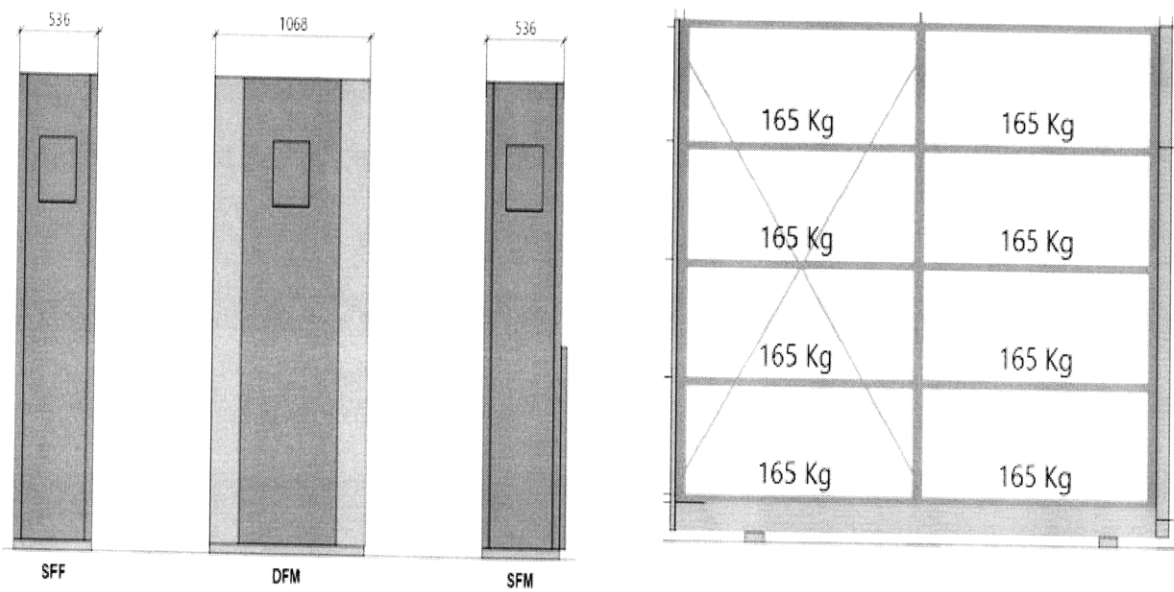
ANNEXURE – I	MUST BE BASED ON THIS DESIGN
--------------	------------------------------

SR NO.	ITEMS	FILE COMPACTOR SYSTEM
1.	Material used	Stainless steel
2.	Movability	1 double face movable; 1 single face movable; 1 single face fixed
3.	Total number of units	1+1+1
4.	Number of bays per unit	1-2
5.	Total number of loading level as per unit	3-4
6.	Total levels in each unit	6-8
7.	Total levels in entire system	Maximum 32
8.	Width of each bay	Upto 1300 MM
9.	Depth of each bay	Upto 500 MM
10.	System height	Upto 2300 MM
11.	System width	Upto 2800 MM
12.	System depth	Upto 3300 MM

Additional Specifications and Certifications:
System must be granted India Design Mark 2015; evidence must be produced
Modular Clip on Shelving must be granted India Design Mark 2015; evidence must be produced
Must produce the Green Company Rating System by CII-SGBC, Valid till 07.07.2026; Applicable for the organization manufacturing the System
The Manufacturer must be following the codes viz. SEMA, BS:5950(V):1998, FEM 10.02.06 for designing the system
After successful installation and hand-over, all the Raw Material Test Reports must be produced, and a declaration must be given in advance
Raw material for upright, shelf panel and inner cladding must of IS:277D standard, and its minimum guaranteed yield strength must be 210 Mpa
Raw material for Shelf Clip, Cladding Clamp must be of ASTM A653M standard, and its minimum guaranteed yield strength must be 255 Mpa
Raw material for Undercarriage 'C' channels must be of IS:5986-ISH410S/Equivalent or IS:2062-E250/Equivalent, JIS 3101:SS400, EN 10025:S235 standard, and its minimum guaranteed yield strength must be 255 Mpa
Raw material for Peripheral Claddings, Top Panel must be of IS:513D, JIS: G3141 or IS:2062-E250/Equivalent, JIS 3101: SS400, EN 10025: S235 standard, and its minimum guaranteed yield strength must be 210 Mpa
Raw material for Stepped Wheel, Plain Wheel must be of IS 1865:1991 standard, and its minimum guaranteed yield strength must be 500 Mpa
Surface Finish: Dry Film Thickness after powder coating 35 microns (average); all components subjected to an elaborate 4 step six zone anti-corrosion treatment, viz. de-greasing as per IS 6005:1970, ringing, phosphating as per IS 3618:1966 and RO water ringing
The testing of paint for various physical and chemical properties must be done as per IS 101:1964 and ASTM standards
Undercarriage must be Lipped 'C' Channel
Rail Assembly must be rectangular bar of IS 2062 standard material
Hand wheel must be a single handle, and its material must be Acrylonitrile Butadiene Styrene
Bracing must be flat with edge hem bend and middle rib, with hooking and pin assembly connectivity,; and colour RAL 7035

Back Tie must be provided in at least one unit for stability purpose

There must be Acrylic A4 Type label holder; and safety signages



**Part -B Financial Bid**

The Price/ Financial Bid as per submitted BoQ format in .XLS format in E-tender Portal in separate cover while submitting the e-Bids.

BILL OF QUANTITIES				
BOQ for billing of FILE COMPACTOR SYSTEM				
SL No.	Name of the ITEM(S)	QTY	Unit Including GST (INR)	Rate Including GST (INR)
1	File Compactor System	01		

**Format of Bank Guarantee**

**PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE**

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

Place :.....

Date.....

B.G. No:

Value: Rs.....

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

SUBJECT: BANK GUARANTEE OF RS... .....TOWARDS PERFORMANCE GUARANTEE FOR .....  
.....in National Institute of Biomedical Genomics, Kalyani, West Bengal.

(Name of Branch/Office)

Dear Sir,

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

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

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

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

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

contract up to a maximum amount of Rs..... (Rupees ..... only).

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

Such payment shall be notwithstanding any right the contractor may have directly against NIBMG or any disputes raised by the Contractor with NIBMG or any suits or proceedings pending in any competent court or before any arbitrator. NIBMG's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

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

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

- a) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of NIBMG.
- b) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

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

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

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

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

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

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

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

Dated the.

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

(Name and Stamp of Bank)

Place:.....

Date.....



**DECLARATION BY BIDDER**

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

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

I confirm that:-

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

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

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

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

.....  
(Signature of Proprietor/Partner/Chief Executive)  
Name .....  
(In Capital Letters)  
(Seal of Service Provider)

Place : \_\_\_\_\_

**DELISTING DECLARATION**

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

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-D**

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

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

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

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

**Warranty Compliance Undertaking**

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

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 and Commissioning OF FILE COMPACTOR SYSTEM at the Purchase Section of the main building of BRIC NIBMG-Kalyani and vide your above tender notice if we get the contract order from you.

This bears reference to our quote no. \_\_\_\_\_ dated \_\_\_\_\_

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

Yours faithfully

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

**Integrity Pact**

**Format of Integrity Pact**

**INTEGRITY PACT**

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

And .....herein referred to as "The Bidder/ Contractor."

**Preamble**

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

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

**Section A: Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 10 – Other provisions**

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



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



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

Place..... **KALYANI** .....

Date..... **22/07/22** .....

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

Place.....

Date.....

Witness 1: (Name & Address):

\_\_\_\_\_

Witness 2: (Name & Address):

\_\_\_\_\_



**Annexure-G**

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

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

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

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

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

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