



# **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**

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

## **TENDER DOCUMENT**

**FOR**

### **Supply & Installation of CO<sub>2</sub> Incubator**

**December, 2019**



# NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS

## TENDER NOTICE

(Tender No. : NIBMG/Procurement/ CO2 Incubator/2019-20/035, dated 13.12.2019)

The National Institute of Biomedical Genomics (NIBMG) is an Autonomous Institution established by the Government of India, under the aegis of the Department of Biotechnology. This is the first institution in India explicitly devoted to research, training, translation & service and capacity-building in biomedical genomics. It is located in Kalyani, West Bengal, India, about 50 km. from Kolkata.

NIBMG, Kalyani inviting bids from the Original Equipment Manufacturers (OEMs)/Authorized Distributors for supply and installation of two CO2 Incubator. The technical specifications and other details are given in the tender document.

Sl. No.	Name of the Work	Time Limit	Earnest Money / Bid Security	Last date for i) submission & ii) opening of Technical bids
1	Supply and Installation of two CO2 Incubator	8 weeks for Delivery and 2 weeks for Installation	INR 20000.00	(i) 02.01.2020 at 02:00 PM (ii) 02.01.2020 at 04:00 PM

- Intending Bidders may kindly visit the Institute website: [www.nibmg.ac.in](http://www.nibmg.ac.in) for downloading the tender documents and for other details.
- Eligibility Criteria:**
  - The Bidder should be an Original Equipment Manufacturer (OEM)/Authorized Dealer of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The Manufacturers' Authorization Form (Annexure \_II) must be enclosed with the technical bid.
  - The Indian Agent on behalf of the foreign principal should accompany the authorization letter from their principal.
  - Experience and Technical Capacity:
    - The models of Equipment / System offered should be installed and in successful operation in at least one organization in India as on date of Bid Opening.
  - An undertaking (self-certificate) is to be submitted that the Organization has not been blacklisted during last 3 years by any Central / State Government Department/Organization in the form as per Annexure-\_V.

3. The Bidder shall furnish documentary evidence and an undertaking in the form of a checklist to demonstrate that it meets the eligibility/requirement along with Technical Bid.
4. The bidders who do not fulfil the above Eligibility, Financial and Technical Qualification Criteria shall be rejected during the Evaluation of Technical Bid.
5. Compliance/Deviation Statement

The supplier/bidder shall submit detail Para-wise compliance statement in tabular form giving full details of each parameter along with reasons for non-compliance, if any. The supplier shall also submit the details of references, reports etc. for each compliance giving name of technical manual, chapter number, page number and Para and shall provide a copy of each documents along with the technical bid. Silence on any Para will be considered as non-compliance. Also all the claims with respect to any specification shall be supported by print document along with bid document otherwise same may be treated as non-compliance.

6. All bids must be accompanied by a EMD/Bid Security as specified above in the form of demand draft in favour of National Institute of Biomedical Genomics, payable at Kolkata and must be delivered to the above office before the date and time indicated above. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the prescribed time.
7. No interest shall be payable on the earnest money deposited//bid security by the bidder. Tender Document without earnest money will be summarily rejected.
8. The address for submission of bids and for obtaining further information:

**The Director,  
National Institute of Biomedical Genomics,  
PO: NSS  
Kalyani-741251.  
West Bengal, India**

9. Tender in duplicate, will have to be submitted on or before 02.01.2020, 02:00 PM, in two parts – Cover-I & Cover-II separately sealed and superscripted with the name and number of the Tender.

Cover-I : Cover-I shall contain Earnest Money Deposit (EMD)/Bid Security, Covering letter, Documents in support of fulfillment of eligibility criteria (Part-1).

Cover-II : Cover-II shall contain Price bid (Part-2) duly filled, in duplicate. No condition stipulated in Cover-II other than general rebates shall be accepted.

10. Cover-I of tenders will be opened on 02.01.2020 at 04:00 PM in the office of National Institute of Biomedical Genomics, N.S.S. Campus, Kalyani 741 251, West Bengal , INDIA in presence of the bidders or their authorized representatives. Cover-II (Price Bid) of tenders, submitted by bidders who fulfill the eligibility criteria, will be opened on a subsequent date in the office of National Institute of Biomedical Genomics, NSS, Kalyani 741 251, West Bengal, INDIA in presence of authorized representatives of bidders, with prior notice to eligible bidders.
11. The Institute reserves the right to reject any or all of the tenders received without assigning any reason thereof.

Manager (Finance)  
for Director, NIBMG

## 1. Technical Specifications & Scope of Supply:

### 1.1 Supply & Installation of CO2 Incubator– Qty.2 No. as per specifications mentioned below:

#### CO2 Incubator with High Temperature Decontamination System

1. Capacity: Minimum 180 to 190 liters
2. Temperature: Temperature range 5oC above ambient to 50oC with uniformity  $\pm 0.3^{\circ}\text{C}$  @ 37o C. Uniform direct heat surrounds sides, back, top, and bottom of chamber - Total coverage of chamber walls eliminates cold spots that can reduce temperature uniformity and produce condensation.
3. CO2 & Humidity Management: Co2 range should be 0-20%. Uniformity better than  $\pm 0.1\%$ , measures with IR sensor. Humidity around 95% @ 37 oC (98.6F)
4. Construction: Should be made of Sturdy polished stainless steel. Shelves and supports should be readily removed without tools. Microbiological filters on all gas inlets and outlets and sample. All probes and sensors should be located inside the chamber for faster recovery than with remote located sensors.  
System should have option of humidity monitoring, automatic gas tank switchers, antimicrobial solid copper interiors, data output ports. Touch screen will not be accepted.
5. Sterilization System: Should have heat sterilization cycle of 140<sup>0</sup>C for 12 hours to safely kill all organisms within the chamber. Must have in chamber HEPA filter to give Class 100 air quality by 100% filtration of air in every 60 seconds. Class I00 standard should reached in under 5 minutes from door closing.
6. Control System: Microprocessor controlled should give clear cut written message for the errors. Should guide through the cycle with start-up and cycle status messages during decontamination phase. Post decontamination process the system should return to normal operating status without the need for manual cleaning. Should have Automatic electronic start up and automatic CO2 auto zero on a incubators to simplify procedures for easy start-up and use
7. Display: Microprocessors control/monitoring system with displays for temperature and CO2. and alphanumeric message center which is easy to read, and easy to program with constant display of operating parameters and alphanumeric status messages.
8. Safety features: Audible alarm for outer door opening during the cycle and over temperature. System should require access code to initiate decontamination cycle thereby preventing accidental initiation of the cycle. Programmable tracking alarms for temperature and CO2. Alarms should be custom configurable. The system should have Built-in preventive maintenance system with adjustable timeframe to notifies user when it's time to replace the filter
9. Certification: Incubator must be UL listed, CSA Certified and CE Marked
10. Need to be supply with CO2 Cylinder with initial Co2 filled + Regulator
11. Warranty Minimum One year and should have Service facility in Kolkata.

### 1.2 Scope of Supply includes the following:

- a) Supply of the equipment / system as specified in 1.1 above
  - b) Installation, Commissioning and User Training
- 
- a) Should the supplied Equipment fail to conform to the specifications, the purchaser may reject the Equipment and the Supplier shall either replace the rejected Equipment or make alterations necessary to meet specification requirements free of cost to the Purchaser.
  - b) Before the Equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals of the Equipment. These shall be in such details as will enable the Purchaser to operate and maintain the Equipment as stated in the specifications.
  - c) The Manuals shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

- d) Installation and training is to be arranged by the supplier and the same is to be done within 2 (two) weeks of the arrival of the equipment at site.

1.3 On site Comprehensive Warranty:

- 1.3.1 The system should be warranted for a period of minimum 1 years (comprehensive warranty) from the date of successful installation and acceptance.
- 1.3.2 In case the Equipment / System remains non-operational for more than 7 days then warranty period will be extended for the equivalent period for which Equipment / System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract.
- 1.3.3 A maximum down time of 48 hours will be allowed within which the company engineer must rectify the problem. If certain spares/parts need to be imported, the time needed to procure such items will be provided. However, the Instrument should have an uptime of about 95% considering 365 days, 24 hours. If the uptime is lower, then the warranty period shall be extended by the company for such time

**2. Technical Bid**

- 2.1. The bidder shall 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.
- 2.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the NIBMGs satisfaction that:
- (a) The bidder meets the qualification criteria listed in bidding documents, if any.
  - (b) Bidder who doesn't manufacture the Equipment it offers to supply shall submit Manufacturers' Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the Equipment to quote and / or supply the Equipment.
- 2.3 Conditional tenders / offers shall NOT be accepted.
- 2.4 Documents Establishing Equipment Eligibility and Conformity to Bidding Documents
- a) 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.
  - b) 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 :
    - (i) A detailed description of the essential technical and performance characteristics of the goods;
    - (ii) 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 NIBMG in the Price- bid ; and

- (iii) An item-by-item checklist and an item-by-item commentary on the NIBMG'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.

### **3. Bid Security (BS) / Earnest Money Deposit (EMD)**

- 3.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Demand Draft drawn on any Scheduled / Commercial / Nationalized Bank in favour of the Director, The National Institute of Biomedical Genomics (NIBMG), payable at Kalyani/ Kolakta.
- 3.2
  - a) The BS/EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
  - b) Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than Demand Draft. No interest is payable on BS/EMD
- 3.3 The bid security is required to protect NIBMG against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.

### **4. Time Schedule & Delivery Address:**

- 4.1 8 (eight) weeks for delivery from the date of placement of orders and 2 (two weeks) for Installation and Commission.
- 4.2 Address for Delivery of Items: National Institute of Biomedical Genomics, PO:NSS, Kalyani 741251, West Bengal, India.

### **5. Terms of Payment**

- 5.1. The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
- 5.2 100% percent of the Contract value shall be paid to the Supplier within thirty working (30) days after the date of the acceptance certificate issued by the Purchaser.
- 5.3 E-Payment: All payments, NIBMG prefers to make Electronic Transfers (RTGS) / (NEFT).
- 5.4 Payment shall be made in currency as indicated in the contract.
- 5.5 All payments due under the Contract shall be paid after deduction of statutory levies at source (like Income Tax, etc.), wherever applicable.

### **6. Penalty Clause :**

Subject to 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 one percentage 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 ten percentage. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Termination clause.

## **7. Price Bid / Financial Bid:**

7.1. The bidder shall complete the Price Bid/Financial Bid Form and the appropriate Price Schedule form as given in as Annexure 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. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with bidding documents.

### **7.2. Bid Prices:**

7.2.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the Goods / Services it proposes to supply / to provide (render) under the contract.

7.2.2. Prices indicated on the price-schedule form shall be entered separately in the following manner:

7.2.3. For Equipment manufactured within India:

- i) The price of the goods quoted Ex-works including taxes already paid.
- ii) GST and other taxes 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 schedule form.
- iv) The installation, commissioning and training charges including any incidental services, if any.

7.2.4 For Equipment manufactured abroad:

- i) The price of the Equipment, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the price schedule form.
- ii) The charges for insurance and transportation of the Equipment to the port / place of destination.
- iii) The agency commission charges payable to Indian agent in Indian rupees, if any.
- iv) The installation, commissioning and training charges including any incidental services, if any.

7.2.5 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

7.2.6. Orders for Imported Equipment need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favourable to NIBMG.

- 7.2.7. Wherever the price quoted on FOB / FCA and CIF / CIP basis are the same, the Contract would be made on CIF / CIP basis only.
- 7.2.8. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 7.2.9. The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 7.2.10. All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- 7.2.11. The purchases made by NIBMG for scientific purpose are exempt from excise duty, Custom Duty is charged at a concessional rate and GST is charged at 5% as follows:-
- i) Excise Duty: NIBMG is exempted from payment of Excise duty vide Govt. Of India Notification No.10/97-Central Excise dated 1<sup>st</sup> March, 1997;
  - ii) Custom Duty: NIBMG is exempted from payment of Custom Duty vide Govt. Of India Notification No.51/96-Customs dated 23<sup>rd</sup> July, 1996
  - iii) GST: NIBMG is charged 5% GST on all scientific purchases of equipment and consumables vide notification no. 45/2017-Central Tax (Rate) dated 14.11.2017.
- 7.2.13 In case of imports, the freight & insurance will be paid by the NIBMG, as the consignments are to be shipped through NIBMG nominated Freight Forwarder unless otherwise mentioned specifically.
- 7.2.14 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely Convertible foreign currency, such as USD, UKP, Euro, Yen, CAD, in case of offers received for supply from foreign countries.
- 7.2.15 Conversion to Single Currency: To facilitate evaluation and comparison, NIBMG will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rates prevalent on the date of opening of the Price Bids in case of two-bid. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website would be used by the NIBMG.
8. 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.
9. At any time prior to the due date for submission of bids, NIBMG 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.
10. All prospective bidders who have down loaded the Tender Document should surf our website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of NIBMG and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.
11. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the NIBMG, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the NIBMG.
12. The bid prepared by the Bidder, as well as all correspondence and documents relating to the



bid exchanged by the Bidder and the NIBMG, shall be written in English language only especially when the details are technical.

13. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
14. The bid security may be forfeited:
  - a) If Bidder withdraws or amends or modifies 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 successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.
15. Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the NIBMG. A bid valid for a shorter period shall be rejected by NIBMG as non-responsive.
16. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

#### **17. Submission of Bids:**

- 17.1 Tender in duplicate, will have to be submitted on or before 02.01.2020 by 02:00 PM in two parts – Cover-I & Cover-II separately sealed and superscripted with the name and number of the Tender.
  - 17.1.1. Cover-I : Cover-I shall contain Earnest Money Deposit (EMD)/Bid Security, Covering letter, Documents in support of fulfillment of eligibility criteria (Part-1):
    - a) Covering letter as per *Annexure I*
    - b) Manufacturer's Authorization Form (if applicable) as per Annexure II
    - c) The Company profile as *per Annexure III*
    - d) Performance Statement Form as per *Annexure-IV*
    - e) Non Black List Certificate as per *Annexure-V*
    - f) Details of Support Centers as per *Annexure VI*
    - g) Warranty compliance statement in *Annexure VII*
    - h) Technical Documentation (Product Brochures, leaflets, manuals )
    - i) Technical Compliance / Deviation Statement including checklist
  - 17.1.2. Cover-II: Cover-II shall contain Price bid (Part-2) as per *Annexure-IX* duly filled, in duplicate. No condition stipulated in Cover-II other than general rebates shall be accepted.
- 17.2 The address for submission of bids:

**The Director,  
National Institute of Biomedical Genomics,  
PO: NSS,  
Kalyani-741251.  
West Bengal, India**

#### **18. Opening of Bids:**

- 18.1 Cover-I of tenders will be opened on 02.01.2020 by 04:00 PM in the office of National Institute of Biomedical Genomics, PO: NSS, Kalyani 741 251, West Bengal, INDIA in presence of the bidders or their authorized representatives.

- 18.2 Cover-II (Price Bid) of tenders, submitted by bidders who fulfill the eligibility criteria, will be either opened on a subsequent date in the office of National Institute of Biomedical Genomics, PO: NSS, Kalyani 741 251, West Bengal, INDIA in presence of authorized representatives of bidders, with prior notice to eligible bidders.

**19. Late Bids:**

- 19.1 Any bid received by NIBMG after the due date & time for submission of bids prescribed by NIBMG will be rejected.
- 19.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.
- 19.3 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance tender terms duly signed by an authorized representative, and shall include a copy of the authorization in accordance tender terms. Envelopes shall be superscripted with "WITHDRAWAL".
20. The successful bidder should submit Order acceptance within 15 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

**21. Performance Security:**

Within 21 days of receipt of the notification of award / Purchase Order the Supplier shall furnish Performance Security for the amount equivalent to 10% of the total order value valid for the time 60 days after the warranty period.

22. NIBMG will shortlist technically qualifying Vendor and the commercial offers of only these Vendor will be opened. After opening Commercial Offers of the shortlisted Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.
23. NIBMG reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified without any change in unit price or other terms and conditions.
24. NIBMG reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

**25. Shipment advice and shipping documents for imported equipment/article:**

- 25.1. Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our custom clearing agent sufficiently ahead in order to avoid delay in custom clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part would be borne by you.
- 25.2. Shipping Documents: At least 4 copies with original of all shipping documents including invoice, delivery Challan /packing list, weight list (both net & gross), Country of Origin certificate issued by a Chamber of Commerce, insurance documents, pre-shipment inspection certificate [to be issued by the Manufacturer or Beneficiary for item(s) certifying that "the goods conform to the specifications and quality in order No. (Mentioning the Purchase Order No. & Date) of National Institute of Biomedical Genomics, Kalyani" etc.

should be sent along with the consignment.

26. NIBMG also reserves the right to cancel the order in the event of one or more of the following circumstances:
- a) Delay in delivery and installation beyond a period of 8 weeks from the date of issue of Purchase order.
  - b) Serious discrepancy in equipment noticed during the pre-dispatch inspection, if any.
  - c) Breach by the tenders of any of the terms and conditions of the tender.
  - d) Any action by the vendor which is in breach of contract, law or accepted practices in commercial transactions.
  - e) If the Vendor goes into liquidation voluntarily or otherwise.
27. In addition to the cancellation of purchase order, NIBMG reserves the right to forfeit the Performance guarantee/EMD submitted to NIBMG by the Vendor and delisting the vendor.
28. During warranty period, vendor will bear sole responsibilities for delivering spare parts; NIBMG will not provide any document for the delivery of spare parts.
29. Company should hold a training workshop at NIBMG after installation of the equipment. Also, company should provide the complete address of their training center in India (if any).

**30. Confidentiality:**

- 30.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 30.2. Any effort by a Bidder to influence NIBMG in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

**31. Termination:**

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:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract;
- (b) If the Supplier fails to perform any other obligation(s) under the Contract ;
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices on Fraud or Corruption in competing for or in executing the Contract.

32. **Force Majeure:** The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of NIBMG in fires, floods and freight embargoes. If a Force Majeure situation arises, the Vendor shall promptly notify NIBMG in writing of such conditions and the cause thereof within twenty calendar days unless otherwise directed by NIBMG in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by

the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NIBMG and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of The Director, National Institute of Biomedical Genomics shall be final and binding on the vendor.

33. 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 only.
34. Applicable Law / Jurisdiction: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to Kolkata jurisdiction .

**Please sign each and every page of the tender document and the declaration mentioned in the next page as a token of having accepted the terms and conditions mentioned therein.**

**I/we submit this tender after reading the tender notice and instructions, contained herein and accepted by me/us.**

Date:  
Place:  
Name:  
Address:  
Mobile Number:

**Signature of the Authorised  
Signatory  
(With seal)**

(Letter to the Institute on the vendor's letterhead)

The Director,  
NIBMG, Kalyani,  
India

Dear Sir/Madam,

**Subject: SUPPLY AND INSTALLATION Qty-02 CO2 Incubator**

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the supply of the following items as detailed in your above referred tender.

Basic Item No.	Item Description	Make & Model

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred tender. We also understand that NIBMG is not bound to accept the offer either in part or in full and that NIBMG has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose for A/C payee Demand Draft/ Banker's Cheque favouring National Institute of Biomedical

Genomics issued by \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, and payable at

Kalyani, West Bengal towards Earnest Money Deposit.

Yours faithfully,

Authorised Signatories  
(Name & Designation) (Company Seal)

Date:

Place:

**Manufacturer's Authorization Form**

No. \_\_\_\_\_

Dated \_\_\_\_\_

The Director  
NIBMG  
Kalyani

Dear Sir,

Tender Reference \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers  
\_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby  
authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation,  
negotiate and conclude the contract with you against the above invitation for tender Offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,

Authorised  
Signatories (Name &  
Designation) Date:

for and on behalf of M/s \_\_\_\_\_  
(Name of manufacturer)  
(Company Seal)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

## Company Profile

1. A statement on the Company letterhead duly stamped and signed by authorized signatories certifying that the Company has not been blacklisted by any Government, non-Government agency or Public Sector organization in last three years.
2. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No.	Item	Details
1.	Name of Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Date of registration of the Company	
5.	Year of commencement of Business	
6.	Name and designation of the person authorized to make commitments to the Institute	
7.	Contact details of the person authorized to make commitments to the Institute	
8.	Turnover of the company (not of group) 2016-2017 2017-2018 2018-2019	
9.	Profit of the company (not of group) 2016-2017 2017-2018 2018-2019	
10.	GST Number	
11.	PAN Number	

12.	Service Tax No.	
12.	Professional Tax Registration No.	
14.	Whether direct manufacturer or authorized dealers	
15.	Brief Description of after sales service Facilities available with the vendor. (Annexure-VI)	

Note: Please provide supporting documents for all credentials

(Signature)

(Name & Designation)

Date:

Place:



**Annexure-IV****PERFORMANCE STATEMENT FORM**

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Name of the Firm \_\_\_\_\_

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of Ordered equipment	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed/ working satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

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

Place :

Date :

**Annexure-V**

**Non-Black listing Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Details of Support Centres /after sales service facilities**

Name of the Vendor \_\_\_\_\_

<b>S.No.</b>	<b>Place</b>	<b>Own Office/ Franchise</b>	<b>Postal Address</b>	<b>Contact Person &amp; Contact details</b>	<b>Number of Service Personnel</b>	<b>Service Facilities available (Describe in detail)</b>

(Signature)

(Name &  
Designation) Date:  
Place:

### Warranty Compliance Statement

The Director  
National Institute of Biomedical Genomics  
Kalyani  
West Bengal

Dear Sir,

**Subject: SUPPLY AND INSTALLATION OF Qty-02 CO2 Incubator**

This bears reference to our quotation \_\_\_\_\_ Dated \_\_\_\_\_.  
Ref.

- 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 shall be provided free of cost to the Institute within two weeks in case of major defects arising in the existing equipment/machine in the comprehensive warranty period of 1 year from the date of installation of the equipment.
- 3) A maximum down time of 48 hours will be allowed within which the company engineer must rectify the problem. If certain spares/parts need to be imported, the time needed to procure such items will be provided. However, the Instrument should have an uptime of about 95% considering 365 days, 24 hours. If the uptime is lower, then the warranty period shall be extended by the company for such time

Yours faithfully

(Signature)

(Name & Designation)

Date:

Place:

**Format of Performance Bank Guarantee**

**SUPPLY AND INSTALLATION OF Qty-02 CO2 Incubator**

**WHEREAS**

The National Institute of Biomedical Genomics located at Kalyani, West Bengal (hereinafter called the Institute) has invited tenders for **SUPPLY AND INSTALLATION** Qty-02 CO2 Incubator at National Institute of Biomedical Genomics, Biomedical Genomics Center, Kolkata, West Bengal on the terms and conditions mentioned in the tender document.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Performance Bank Guarantee for a sum of Rs. \_\_\_\_\_/ (Rupees \_\_\_\_\_ only).
2. M/s \_\_\_\_\_, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish performance bank guarantee to the Institute in respect of the said sum of Rs. \_\_\_\_\_/ (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_\_ (NAME OF THE BANK) do hereby agree with and undertake to the National Institute of Biomedical Genomics, their Successors, Assigns that in the event of the National Institute of Biomedical Genomics coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the National Institute of Biomedical Genomics, pay without demur to the National Institute of Biomedical Genomics, a sum of Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the National Institute of Biomedical Genomics. Our guarantee shall be for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_  
/(Rupees\_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the National Institute of Biomedical Genomics on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the National Institute of Biomedical Genomics shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever.

We undertake to pay the amount claimed by the National Institute of Biomedical Genomics within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the National Institute of Biomedical Genomics under this guarantee shall be independent of the agreement or agreements or other understandings between the National Institute of Biomedical Genomics and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the National Institute of Biomedical Genomics.

We hereby further agree that

- a) Any forbearance or commission on the part of the National Institute of Biomedical Genomics in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the National Institute of Biomedical Genomics to the Tenderer or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ provided that if so desired by the National Institute of Biomedical Genomics, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the National Institute of Biomedical Genomics alone is the

conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the National Institute of Biomedical Genomics against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of  
Bank.

Authorised official.

Date:

Place:

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).

**PRICE BID FOR SUPPLY AND INSTALLATION OF  
Qty-02 CO2 Incubator**

**TO THE NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS  
(Integration price components)**

**Vendor Name & Address:**

To,

The Director  
National Institute of Biomedical Genomics  
Kalyani  
West Bengal

Price Break-up for Integration (Installation & commissioning) for **Qty-02 CO2 Incubator** at National Institute of Biomedical Genomics as per the scope identified in the bidding documents.

Name of the Bidder:  
Tender Reference No:  
Date :

<b>Description</b>	
Make	
Model No.	
Part No.	
Price Quoted in _____ (Name of the Currency)	
Basic Price	
Freight/Transportation, Insurance etc.	
GST/Service Tax/Other Taxes (Please specify)	
Other Charges (Please specify)	
Landed / Supply Price	



Destination Basis/ Unit.	
Quantity	
Value=Landed/Supply Price x Quantity	

(Signature)

(Name & Designation)

Date:

Place:

**N.B:-***Price should be entered in the above format only & do not attach any other sheet along with this format. This document should be submitted in the letterhead of the vendor and submitted in a separate sealed envelope superscripted “Commercial Offer/Price Bid **Qty-02 CO2 Incubator** at National Institute of Biomedical Genomics, Tender Notice No. **NIBMG/Procurement/ CO2 Incubator/2019-20/035, dated 13.12.2019.***