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राष्ट्रीय जैवचिकित्सा
जीनोमिक्स संस्थान
National Institute of
Biomedical Genomics

BRIC National Institute of Biomedical Genomics Kalyani-741251, INDIA

Tender Enquiry No. NIBMG/ CosMx /2024-25/024

Dated: 19.12.2024

Tender Document for procurement of
“CosMx™ Spatial Molecular Imager with accessories ”

BRIC NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS

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~~CosMx™ Spatial Molecular Imager with accessories~~

CRITICAL DATE SHEET

NIT No. NIBMG/ CosMx /2024-25/024

Date: 19.12.2024

Published Date 19.12.2024 (06.00 PM)**Bid Document Download / Sale Start Date** 20.12.2024 (09:00 AM)**Pre-Bid Meeting Date** 02.01.2025 (03:00 PM)**Clarification Start Date** 20.12.2024 (09.00 AM)**Clarification End Date** 01.01.2025 (02.00 PM)**Bid Submission Start Date** 20.12.2024 (09.00 AM)**Bid Submission End Date** 16.01.2025 (03.00 PM)**Bid Opening Date** 17.01.2025 (04.00 PM)

NOTICE INVITING TENDERS

Sub: Notice Inviting Tenders for procurement of “CosMx™ Spatial Molecular Imager with accessories”

Director, National Institute of Biomedical Genomics, (an Autonomous Institute) of Department of Biotechnology, Ministry of Science and Technology, Government of India, invites sealed Tenders from original Equipment Manufacturers/Authorized Dealers /for the procurement of “**CosMx™ Spatial Molecular Imager with accessories**”.

All interested vendors are requested to send their quotation in a sealed envelope for supply and installation of the above item as per detailed technical specifications given and as per the Bid Submission details mentioned in Annexure-G. The Important information related to tender are as follows:

1.	EMD Amount	Rs. 7,20,000/- (Rupees Seven Lakh Twenty Thousand only) 1. To be paid through DD/Bid Bond/B.G: - In favour of Director, National Institute of Biomedical Genomics, payable at Kalyani-741251 2. Also, RTGS/NEFT/B.G. NIBMG, Kalyani Bank details are asunder: Beneficiary Account Name: National Institute of Biomedical Genomics, Account No. : 0579010458047 Bank Name : Punjab National Bank IFSC : PUNB0057920 Branch : Kalyani (UTR Number is mandatory (in case of RTGS/NEFT) is provided in the technical quotation/bid)
2.	Tender Fee	Nil
3.	Performance Security	5% of the Order Value
4.	Warranty	3 years of comprehensive warranty
5.	Last Date and Time for receipts of Bids	Up to 3 PM IST on 16-01-2025
6.	Opening of Technical Bid	17-01-2025
7.	Place of Bid Submission	Tender Box <u>(located at NIBMG reception)</u> National Institute of Biomedical Genomics, P.O.: N.S.S., Kalyani-741251
8.	Address of Communication	Director National Institute of Biomedical Genomics, P.O.: N.S.S., Kalyani-741251
9.	Contact Phone Numbers	033-29772151
10.	E-mail Address	purchases@nibmg.ac.in

CosMx™ Spatial Molecular Imager with accessories

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

STANDARD TERMS AND CONDITIONS (STC)

INTRODUCTION

1. Eligible Bidders

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

2. Cost of Bidding

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

3. THE BIDDING DOCUMENTS

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

- (i) **EMD (if applicable):** The Tenderer should submit an EMD amount **Rs. 7,20,000/- (Rupees Seven Lakh Twenty Thousand Only)** through DD/PO/ B. G./ RTGS/NEFT/Bid Bond in equivalent USD. The Technical Bid without EMD would be considered as **UNRESPONSIVE** and will not be accepted. The EMD will be refunded without any interest to the **unsuccessful Tenderers** after the award of contract. Refer to Schedule (at Page 2 of this document) for its actual place of submission.
 - (ii) **Refund of EMD:** The EMD will be returned to unsuccessful tenderers **without interest** only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
 - (iii) **Contents of Bid Document:** The Bidder is required to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.
- 4. The firms registered with National Small Industries Corporation (NSIC/MSME) for manufacturing these items are exempted from depositing bid security. However, valid registration certificate should be submitted with the tender in a sealed envelope superscripted as "BID SECURITY DEPOSIT".**
- 5. Amendment to Bid Document:** The prospective bidders are required to keep a watch on the NIBMG website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. The

Purchaser (NIBMG) reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser (NIBMG), at its discretion, may extend the deadline for the submission of bids.

6. Preparation of Bids: Each Tenderer/Bidder has to submit an undertaking in a to the effect that the he/she/they undertake that:

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

7. Documents Comprising the Bid

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

7.1 'Technical Bid'

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

- Check list form
- Details to be filled by Firm in the **attached form**
- EMD and as Specified in the 'Invitation to Bid';
- Quotations should preferably be typewritten, and any correction or over-writing should be initialed. Rates to be indicated both in words and figures
- Fall clause notice certificate in '**Annexure-B**'
- Declaration Sheet in '**Annexure-C**'
- List of Govt Research Institutes/Organization equipment supplied - in '**Annexure-D**'
- Bank details regarding the electronic fund transfer/RTGS/B.G in '**Annexure-E**'
- Manufacturer's Authorization Form in '**Annexure-F**'
- Technical Specification in '**Annexure- G**'
- Technical compliance statement form in '**Annexure- G-1**'
- Price Bid (for Indigenous Items) in '**Annexure- H**'
- Price Bid (for imported Items) in '**Annexure- I**'
- Performance Statement.
- Authorization letter for the person signing the tender document on behalf of the firm and his signature with status in the firm should have been duly attested by the owner/partner/Director of the tendering firm. In case the tender document is not signed by authorized person/Owner/Partner/Director, the same will be rejected.

- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted as per qualification requirements/criteria.
- The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any, and the estimated life of the equipment offered.
- If the demonstration of the goods/equipment are deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at NIBMG or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.
- Undertaking as **required under point-6 above**
(not clear – please be more specific for which undertaking is required).
Undertaking as per annexure A

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

- (a) Proof of GST No.**
- (b) Proof of PAN Card in respect of the Firm or Proprietor as the case may be.**
- (c) Copies of IT Returns for the last three financial years**

7.1.3 Eligibility and Qualifications

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

7.1.4 Documents Establishing Goods' Eligibility and Conformity to Bid Document

- (i) The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- (ii) **Specifications are basic essence of the product.** It must be ensured that the offers are strictly as per our specifications **(Ref. Annexure G)**. At the same time, it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods.
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years, following commencement of the use of the goods by the Purchaser (NIBMG); 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.

7.1.5 **Period of validity of Bids**

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

7.2 **Financial/Price Bid**

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

- (i) The Bidder shall indicate the unit prices and total bid prices of the goods on FOR basis it proposes to supply under the order and enclose it with the price bid.
- (ii) Prices indicated shall be entered separately in the following manner **(for Indigenous Items):**

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

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

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

- (iii) Prices indicated shall be entered separately in the following manner (for

Imported Items). **Bidder shall quote unit price and total bid price on FOR basis in the price bid.**

- (iv) Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.**

(v) **Bid Currencies:**

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

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

8. Format and Signing of Bid

- (i) The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Technical Bid and the other shall contain the Financial/Price Bid.
- (ii) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- (iii) Any interlineations, erasures or overwriting shall be valid only if the person or person signing the bid initials them.

9. Submission of Bids

Sealing and Marking of Bids

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

(ii) **The inner and outer envelopes shall:**

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

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

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

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

10. Deadline for Submission of Bids

- (i) Bids must be received by the Purchaser (NIBMG) at the address specified under Clause 12- (ii), above and not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of

Bids being declared a holiday for the Purchaser (NIBMG), the Bids will be received up to the appointed time on the next working day.

- (ii) The Purchaser (NIBMG) may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance, in which case all rights and obligations of the Purchaser (NIBMG) and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11. Late Bids

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

12. Modification and Withdrawal of Bids

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

13. OPENING AND EVALUATION OF BIDS**13.1 Opening of Bids by the Purchaser (NIBMG)**

The offline bid will be opened by a committee duly constituted for this purpose. Offline bids (complete in all respect) received along with UTR in proof of EMD fund transfer B.G (if any) will be opened as mentioned at "Schedule". Bid received without EMD (if present) will be rejected. The technical bid will be opened offline first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which are technically qualified as per the specification subsequently for further evaluation. The tenderer if interested may participate on the tender opening Date and Time. The tenderer should produce authorization letter from their company to participate in the tender opening. The NIBMG will not pay any TA/DA for presentation/ demonstration.

13.2 Preliminary examination and evaluation of Technical Bids

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

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

13.3 Evaluation & Comparison of Financial/Price Bids

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

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

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

Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation 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.

14. Contacting the Purchaser (NIBMG)

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

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

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

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

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

17. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser (NIBMG) will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted by way of a Purchase Order.

Upon the successful Bidder's furnishing of performance security, the Purchaser (NIBMG) will promptly notify each unsuccessful Bidder and will discharge its Bid Security/EMD.

18. Other Conditions:

The bidder must also provide a list of the offer price of the consumables which may be required in the future for running the machine. The cost of the consumable will remain fixed during the warranty period of the machine and will be purchased separately on a requirement basis. The consumables essential for running the machine for the first 6 months (to be used for training purposes) must be offered free of charge.

The successful bidder will have to enlist itself for registration of vendor prevailing in the institute for the supply of the consumables.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

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

a. Definitions:

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

b. Abbreviations:

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

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

5. Patent Rights

The Supplier shall indemnify the Purchaser (NIBMG) against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security:

The supplier shall require to submit the performance security in the form of irrevocable bank guarantee equivalent to 5%. The amount of the cost of equipment issued by any Indian/Nationalized Bank within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 90 days beyond the date of completion of warranty period.

7. Risk Purchase Clause:

In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

8. Packing Instructions:

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

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

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

9. Delivery and Documents:

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

2 Copies of the Supplier invoice showing contract number, goods, description, quantity
Unit price, total amount, Taxes etc.

Insurance Certificate (warehouse to warehouse, final destination i.e., NIBMG).

Manufacturer's/Supplier's warranty certificate.

Inspection Certificate issued by the nominated inspection agency if any.

Supplier's factory inspection report; and

Certificate of Origin (if possible, by the beneficiary).

Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

10. Liquidated Damages (L.D):

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

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

- The price should be quoted without custom duty since NIBMG, Kalyani is eligible for concessional rate of custom duty under Custom Notification no. 51/96. Necessary document/certificate will be issued on demand/request.
- In case of imports, the price should be quoted on FOR Basis only.
- In case of Foreign shipments, kindly provide the shipment information at least 3 days in advance before landing the shipment along with the documents i.e., invoice, packinglist, forwarder Name, address, contact No. in India to save demurrage charges(imposed by Indian Customs). Otherwise, these charges will be recovered from thesupplier/Indian Agent.
- Document for Custom Duty and other Government charges paid needs to be submitted.

12. Insurance:

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse"(final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. If orders placed on CIP basis, the insurance should be up to NIBMG, Kalyani.

13. Warranty:

- The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materialsunless provided otherwise in the Contract. The Supplier further warrants that all Goods suppliedunder this Contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site of purchaser (NIBMG).**
- Material shall have comprehensive warranty for 3 Years from the date of satisfactory installation/commissioning of Equipment at purchaser's site (NIBMG).
- The Supplier shall, in addition, comply with the performance and consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.

- If during the period of warranty any component or spare part required to be brought from abroad, all associated cost shall be borne by the supplier including the cost of customs duty etc.
- If a different period of warranty has been specified in the 'Technical Specifications' Chapter then the period mentioned above (i, ii & iii) shall stand modified to that extent.

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

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

15. 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.

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

17. Supplier Integrity

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

18. Installation & Demonstration

- The supplier is required to do the installation and demonstration of the equipment within two weeks of the arrival of materials at the NIBMG, site of installation; otherwise, the penalty clause will be the same as per the supply of materials.
- In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. NIBMG will not be liable to any type of losses in any form.

19. Manuals and Drawings:

- i. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- ii. The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- iii. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

20. Governing Language

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

21. Taxes

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

22. Duties

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

- a) Shipping details i.e., Master Airway Bill No. and House Airway No.(If exists)
- b) Invoice and packing list.
- c) Country of origin
- d) Forwarder details i.e., Name, Contact No., etc.

23. Payment:

I. For Indigenous supplies, 70% payment shall be made by the Purchaser within 30 days after successful delivery and inspection and acceptance of the equipment at NIBMG in good condition, the 20% after successful installation and commissioning & balance 10% after installation and Training will be paid after the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 6 of (GTC) tender terms and conditions.

II. For imported items, Payment will be made through irrevocable Letter of Credit (LC)/Via transfer. Letter of Credit (LC) may be established in favour of foreign Supplier after the submission of 5% performance Security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 70% CIP value. 70% of the LC amount shall be released on presentation of complete and clear shipping documents. and 30% of the LC amount shall be released directly after the satisfactory installation and demonstration and Training of the equipment at the NIBMG site of installation in faultless working condition for period of 30 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 6 (GTC) of the terms and conditions.

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

25. Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. **(Ref. Annexure-D)**

26. Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructure

requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier may visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.

27. Spare Parts

The Supplier may be required to provide any or all of the materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract and In the event of termination of production of the spare parts; Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but, in any case, within two months of placement of the order.

28. **Defective Equipment:** If any of the equipment supplied by the Supplier is found to be damaged substandard, refurbished, un-merchantable or not in accordance/consonance with the description/specification or otherwise faulty, the Indenter/committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers' cost and risk and the incidental expenses incurred there on shall be recovered from the supplier. Defective part in the equipment, if found before installation or during warranty period, shall be replaced within 15 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, NIBMG may consider "Banning" the supplier.

29. Termination for Default

- (i) The Purchaser may without prejudice to any other remedy for breach of contract by written notice of defaults to the Supplier may terminate the Contract in whole or part:
 - If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (ii) For the purpose of this Clause:
 - **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderer (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition;"
- (iii) In the event of the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such a manner, as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue

the performance of the Contract to the extent not terminated.

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

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

32. Evaluation of Offer:

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

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

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

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

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

33. Force Majeure

- (i) The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure (with documentary evidence).
- (ii) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser (NIBMG) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

34. Resolution of Disputes

- (i) The Purchaser (NIBMG) and the supplier shall make every effort to resolve amicably any disagreement or dispute arising between them by direct informal negotiation in connection with the Contract.
- (ii) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser (NIBMG) and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- (iii) In case of Dispute or difference arising between the Purchaser (NIBMG) and the domestic supplier relating to any matter arising out of this agreement, such disputes or difference shall be settled in accordance with the rules there under or any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings under the provisions of the Indian Arbitration and Conciliation Act, 1996. The dispute shall be referred to the Director, NIBMG and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him (Director, NIBMG) willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive, and binding on all parties to this order.
- (iv) In the case of a dispute between the purchaser (NIBMG) and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with above provision. If this is not

acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(v) The venue of the arbitration shall be the place from where the order is issued.

35. Applicable Law: The Contract/Supply order shall be governed by the laws of India. The Contract/Supply Order shall be deemed to have been made at the place from where the purchase order is issued and only the Courts of that place shall have jurisdiction to decide on any dispute arising out of the Contract/Supply Order.

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

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

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

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

M/s

.....

Seal:-

Place & Date:-

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

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

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

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable (NA), it may be filled up as NA.
2. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

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

(Name, address and stamp of the tendering firm)

“DETAILS TO BE FILLED BY FIRM”

Tender Enquiry Ref No. NIBMG/		/2024-25	Dated: . .2024.
1	PROCUREMENT GROUP NAME (as mentioned in tender enquiry)		
2	Name of the Firm/Manufacturer/Principal		
	Complete Correspondence Address		
	Write status whether Firm/Manufacturer/Principal		
	Phone		
	Fax		
	e-mail ID		
	CONTACT PERSON (Name & Designation)		
	CONTACT PERSON NO. (MOB.)		
3	Name & Address of authorized Sole Selling Agent/Distributor, if like to incorporate in Rate contract. (In case applicable, duly furnished Declaration-III provided with Technical Bid		
	Phone		
	Fax		
	e-mail ID		
	CONTACT PERSON (Name & Designation)		
	CONTACT PERSON NO. (MOB.)		
4	Status of the Firm (SMALL/MEDIUM/LARGE SCALE)		

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

11	Bank Name	
	Amount	
	UTR Number (in case of RTGS/NEFT)	
	Remarks, if any	
12		

(Signature with date)

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

(Name, address and stamp of the tendering firm)

“ANNEXURE-A”**UNDERTAKING**

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

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

“ANNEXURE-B”**FALL CLAUSE NOTICE CERTIFICATE**

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

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

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

“ANNEXURE-C”**DECLARATION SHEET**

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

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

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

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

NAME & ADDRESS OF THE Vendor/Manufacturer/Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
(In case of on-line payment of EMD) UTR No. (For EMD) DD/PO No. (for off-line)	

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

(Signature of the Tenderer)

Name:
Seal of the Company

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

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

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

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

“ANNEXURE-E”

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

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

City _____

Pin Code _____

E-Mail ID _____

Mob No: _____

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

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

(b)Particulars of Bank [for Local Company]

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

DECLARATION

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

Place: Date: _____

Signature & Seal of the Authorized Signatory of the Party

“ANNEXURE-F”**MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

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

WHEREAS

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

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

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

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

Signed:*[insert signature(s) of authorized representative(s) of the Manufacturer]*Name:
*[insert complete name(s)of authorized representative(s)of the Manufacturer]*Title:*[insert title]*

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

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

“ANNEXURE-G”

Technical Specifications of the System: CosMx™ Spatial Molecular Imager**Specifications:**

Essential requirements	Specifications
Analyte	1. Must be able to detect both protein and RNA
	2. Must be able to detect minimum 60 proteins with currently commercially available kit (i.e., minimum 60 protein Plex)
	3. Must be able to detect minimum 6000 RNA with currently commercially available kit (i.e., minimum 6000 RNA Plex)
	4. Must have demonstrated capability to detect whole transcriptome RNA targets with single cell & sub cellular resolution covering all protein coding genes
Sample handling and processing	5. Must be able to process minimum 2 slides per run with automated workflow, standard microscopic slides should be compatible with system workflow without need of any specialized slides for running samples
	6. System must come with automated in-instrument liquid handling
	7. System must come with automated in-instrument workflow consisting automated rounds of fluorescent probe hybridization, imaging and probe removal; without any PCR steps to avoid inconsistent amplification bias & signal saturation
Customization of panel	8. Must allow to include a minimum of 200 RNA specific probes additionally to the commercially available panel for detection
	9. Must allow to include a minimum of 8 protein specific probes additionally to the commercially available panel for detection
Sample types	10. Must be able to use formalin fixed paraffin embeded (FFPE)
	11. Must be able to use fresh frozen samples
	12. Must be able to use organoids
	13. Must be able to use cell culture samples
	14. Must be compatible with poor quality tissue samples with low or undetectable RIN value and DV200 <40%
Resolution	15. Must provide single cell resolution data for entire tissue sample with flexible number of fields of view
	16. Must provide subcellular resolution for entire tissue sample with multiple fields of view
Imaging and resolution	17. Must have magnification with minimum of 20x objectives
	18. Minimum of 50 nm resolution on XYZ axis
	19. Must be able to spatially resolve in Z-axis across the whole tissue thickness
Scan Area	20. Minimum 12x20 mm scan area must be there for accommodating and performing samples in tissue microarray format
Cell Segmentation algorithm	21. System must have in-built multi-modal cell segmentation capability with combination of Nuclear and cell surface protein image and machine learning approach to achieve precise single-cell segmentation in intact tissue with currently commercially available workflow
	22. Data generated on instrument must be compatible with third party

Data Analysis	or open-source analysis tools.
	23. OEM software may use cloud-based data analysis capabilities or in-built server provided by OEM.
	24. The analysis software must have modules to run: <ul style="list-style-type: none"> a) QC normalization b) Cell segmentation boundaries c) Cell morphology images d) Cell typing with marker identification using either protein or RNA assays e) Overlays of analytes at subcellular resolution f) Ability to visualize spatial locations of multiple classes of transcripts across all FOVs on tissues with coregistration of cell-typing information g) Dimension reduction like UMAP/tSNE calculation and visualization h) Spatial clustering i) Differential expression j) Cell proximity and neighborhood analysis k) signaling pathway analysis l) ability to view pathway scores directly on tissues being analyzed m) Ligand-receptor co-expression n) Ability to visualize spatially correlating gene sets on tissues being analyzed o) Protein data analysis p) The system software must be able to analyze multiple experiments with combined samples at the same time for comparisons purpose

Other

requirements

Accessories	25. All necessary accessories compatible with the system for successful processing of sample including sample preparation in tissue microarray (TMA) format and appropriate microtome must be supplied with the system
	26. Human cell characterization panel (cancer targets) for detection of protein with highest Plex currently commercially available with the OEM
	27. Human cell characterization panel (cancer targets) for detection of RNA with highest Plex currently commercially available with the OEM
	28. All consumables required to run the equipment for the first 03 years
Training	29. The technical support team of OEM must provide comprehensive customer support, including site preparation, installation and training 30. Sustained support on all aspects of the workflow is must
Warranty	31. 3 years of comprehensive warranty must be included

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

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

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

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

Please note:

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

QUALIFICATION REQUIREMENTS

- 1 The Bidder should be a original manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. Such equipment's must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
- 2 The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
- 3 **Bids should be compliant to the Rule 144(xi) and its amendments thereof**
- 4 The bidder should have executed at least one similar order successfully during the preceding three financial years.
The details should be incorporated in the performance statement form along with documentary evidence.
- 5 Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
- 6 That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract. The bidder or his agent must have an office in Delhi.
- 7 That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- 8 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue

or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

9 Other things being equal, preference shall be given to firms who or his principal has supplied and installed similar system at any CSIR/ICAR/ICMR/DAE/DRDO/DST/DBT/other Govt. or autonomous research Labs in India.

10 *Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.*

(Name, address and stamp of the tendering firm)

ANNEXURE-H"

PRICE BID
(For Indigenous items)

Reference/Tender No.: -

Due Date: -

Sl. No.	Description of Item	Qty	Unit Price	Discount(%)	GST(%)	Other charges (if any, please specify details)	Total Price
1	CosMx™ Spatial Molecular Imager (as per technical specifications with 3 years warranty)	1					

1. Delivery Mode: -Delivery at Institute, at site only. (In any case the delivery period should not exceed 08 weeks)
2. Total price bids in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
3. Delivery Period..... days
4. Validity of the bid 180 days from the date of submission of quotation/tender.
5. Terms of payment: As mentioned in the Payment Terms.

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

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

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

“ANNEXURE-I”

PRICE BID
(For Imported items)

Sl. No.	Description of Item	Qty	Unit Price	Currency	Discount	Ex-works price	Packing + Handling + DOC+ Inland Freight	FOB Price	Insurance+ Freight	CIF/CIP Price
1	CosMx™ Spatial Molecular Imager (As per technical specifications with 3 years warranty)	1								

Reference/Tender No.: -

Due Date: -

1. Delivery Period.....days (In any case the delivery period should not exceed 08 weeks)
2. Terms of payment: As mentioned in the payment Terms & conditions
3. Validity of the bid 180 days from the date of submission of quotation/tender.
4. Mode of Shipment:

Signature.....
 Name.....
 Business
 Address.....
 Affix Rubber Stamp.....
 Place:
 Date.....

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