



# NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

Knowledge city, Sector 81, MOHALI - 140306

## BID DOCUMENT PRESS TENDER (TWO BID)

Executive Director, NABI – Mohali invites tenders from reputed service providers or their authorized agents for the supply of the following items to NABI under two bid systems:

Sno	Tender No	Item Description	Qty	EMD (in Rs.)
1	NABI/1(324)/17-18/N-PUR	<b><u>Small RNA and transcriptome sequencing on Illumina platform</u></b>	48 Samples	40,000/-

**Note: SUPPLIERS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.590/- (FIVE HUNDRED AND NINETY ONLY) FAVOURING NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI, BEING THE COST OF TENDER DOCUMENTS, FAILING WHICH THE TENDER WILL NOT BE CONSIDERED.**

### Details of Demand Draft/Pay Order

1. Demand Draft/Pay Order for Rs.590/- (Rupees Five Hundred and Ninety Only) drawn on \_\_\_\_\_ is enclosed with technical bid towards the **cost of tender documents**
2. Demand Draft/Pay Order for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) drawn on \_\_\_\_\_ is enclosed with technical bid of the tender documents towards **Earnest Money Deposit (EMD)**

The detailed Tender Documents with complete terms & conditions with technical specifications are available on our website <http://www.nabi.res.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in)

Last date of receipt of complete tenders is **3<sup>rd</sup> Jan' 2018 at 3.00 PM (IST)**

The date of opening of technical bids is **3<sup>rd</sup> Jan' 2018 at 4.00 PM onwards.**

### Hard Copy of the Bid to be submitted to:

**Stores & Purchase Officer  
NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE  
Knowledge City, Sector 81, Mohali - 140306**

Ph: +91-172-5221109/300/120 Fax: +91-172-5221100

E-Mail: [purchase@nabi.res.in](mailto:purchase@nabi.res.in)

Website: <http://www.nabi.res.in>



# NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

Knowledge City, Sector 81, MOHALI - 140306

Open Tender Notice No: NABI/1(324)/17-18/N-PUR

Executive Director, NABI invites tenders (Two Bid System) in closed/sealed covers with wax/cello tape/ company seal from the reputed Indian/foreign manufacturers or sole authorized dealers/distributors for the supply of the following item(s):

Sno	Tender No	Item Description	Qty	EMD (in Rs.)
1	NABI/1(324)/17-18/N-PUR	<u>Small RNA and transcriptome sequencing on Illumina platform</u>	48 Samples	40,000/-

- PLEASE REFER TO THE DETAILED SPECIFICATION FOR THE RESPECTIVE ITEM AT THE END OF THIS TENDER DOCUMENT (CH.XVI).
- EACH ITEM HAS TO BE QUOTED SEPARATELY.

Interested parties may purchase the tender document directly from the office of NABI by paying Rs.590/- or download the tender documents directly from the website and attach a DD of Rs.590/- (five hundred and ninety only) in favour of National Agri-Food Biotechnology Institute as cost of tender documents. Both the bids i.e. the Technical & Price bids must be submitted on or before 3<sup>rd</sup> Jan' 2018 @ 1500 hrs along with EMD.

IMPORTANT NOTE, DATES & TIME	
Last Date & Time For Submission	3 <sup>rd</sup> Jan' 2018 (1500 HRS)
Date / Time of Opening of Bids	3 <sup>rd</sup> Jan' 2018 (1600 HRS)
Venue of Bid Opening at NABI	STORES AND PURCHASE SECTION, NABI CAMPUS
Tenders to be submitted at	National Agri-Food Biotechnology Institute Knowledge City, Sector 81, Mohali - 140306

## IMPORTANT NOTE:

- PLEASE STRICTLY ADHERE TO THE DATES / TIMES MENTIONED IN THIS DOCUMENT

The bids (Technical Bids in case of Two Bid Tenders) will be opened in the presence of representatives of tenderers, if any. If any unscheduled holiday occurs on the date of submission/opening, then next working day shall be the prescribed date of submission/opening. Requests for postponement will not be entertained. Fax/email bids may not be accepted. Late/Delayed tenders shall not be opened. Please send your bids to the Stores & Purchase Officer at the address mentioned above.

NABI reserves the right to accept/reject any offer in part or full without assigning any reason.

STORES AND PURCHASE OFFICER



# NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

Knowledge City, Sector 81, MOHALI - 140306

Open Tender Notice No: NABI/1(323)/17-18/N-PUR

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# **INSTRUCTION TO BIDDERS**

## **A. INTRODUCTION**

### **1 GENERAL**

- 1.1 National Agri-Food Biotechnology Institute (NABI) is an autonomous body under Department of Biotechnology, Government of India proposes to obtain sequencing services of reputed sequencing service providers for **“Small RNA and transcriptome sequencing on Illumina platform”**
- 1.2 NABI now invites bids under Two Bid System (Part I – Technical Bid and Part II – Financial/Price Bid) from reputed and experienced firms for carrying out Genome Sequencing as per enclosed specifications.
- 1.3 The bidder shall comply with the instructions contained in this Bid document. The bidder is expected to examine all instructions, sections, terms and conditions, specifications etc. in the bid documents. Failure to furnish all information, data as required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at bidder's risk and may result in the rejection of their bid.
- 1.4 Bidders shall bear all costs associated with the preparation and submission of bid etc. NABI, Mohali will in no case be responsible or liable for those cost, regardless of the conduct or outcome of the bidding process.
- 1.5 Offers are to be submitted in triple sealed cover. The first inner cover will contain Part-I TECHNICAL BID having all details but with price column blanked out. This cover will clearly be superscribed “PART – I TECHNICAL BID” along with bid number. The second sealed inner cover will contain only the PRICE BID duly filled in and signed and will be clearly superscribed PART II “Price bid” along with bid number. These two covers shall be put into an outer cover and sealed. The outer covers should duly bear the number and date of closing/opening of the Bid prominently underlined and should be addressed to the Executive Director, NABI-Mohali.
- 1.6 Bidders desiring to deliver the bid in person may drop the same in TENDER BOX in reception at NABI, Mohali. Bidders may also submit their offers by registered post/speed post/courier so as to reach NABI, Mohali at prescribed address positively on or before the due date and time.

### **2 ELIGIBILITY CRITERIA**

- 2.1 The bidder as a company (or) registered partnership (or) proprietary concern should have
  - a) **The bidder who has In-house/collaborative sequencing platforms in India for “Small RNA and transcriptome sequencing on Illumina platform”**
  - b) The bidder should have qualified and trained manpower for providing services mentioned in the scope of work.
  - c) The bids will be accepted in respect of those companies having successfully completed one similar work costing not less than ₹ 16,00,000/- or two similar works each costing not less than ₹ 12,00,000/- and three similar works each costing not less than ₹ 8,00,000/-- in the last five financial years. Similar works means work related to sequencing/analysis of similar samples in Central /State Govt National Laboratories/PSUs/Central/State Government Autonomous bodies. The copies of the Purchase Orders should be provided along with the quotation.

Documentary evidence in support of each of above mentioned points must be accompanied with Technical Bid for further evaluation.

- 2.2 The following documents must be enclosed along with the **TECHNICAL BID**
  - a) The original copy of Bid document duly signed on each page as token of having accepted the terms and conditions of the Bid Documents
  - b) Proof of experience and EMD should be submitted along with PART-I TECHNICAL (Un-priced) bid.
  - c) Descriptive literature of the Bidder's constitution, experience and past performance on similar jobs and capabilities of the personnel
  - d) Technical and other details except price as per Bid Document duly filled in and signed.
  - e) Bidder's exception, if any, to NABI-Mohali terms and conditions of the contract.
  - f) Income-Tax Certificate for the last three financial years
  - g) Bidders are required to submit all necessary documents in support of the clause 2 and as well as documents required for the technical specifications/scope of work .
  - h) Any other information/details as required as per Bid Document.
  - i) Bids received without signature, EMD and non-submission of the required documents will be summarily rejected at preliminary examination stage itself.
  - j) The firm should provide the compliance for all the technical specifications and eligibility criteria (As per Clause II, Chapter I) as per the Compliance Statement form (As per Chapter VIII).
  - k) **Bids without prescribed documents and did not meet the technical specifications and eligibility criteria will be treated as non-responsive and will be rejected.**
- 2.3 The bidder should complete the project within 60 days after the handing over of samples. In case of any extension in the project, the decision of the competent authority of NABI is final and binding.
- 2.4 Telex/Telegraphic/FAX/Photocopy/e-mail offer is not acceptable.
- 2.5 **The Bidder shall sign the proposal with the exact name of the firm to whom the contract is to be awarded. Executive of the bidders organization stating his rank/designation, enclosing a copy of his Power of Attorney to sign the Bid, shall duly sign the bid.**
- 2.6 **Bidders shall clearly indicate their legal constitution and person signing the Bid shall state his capacity as also the source of this authority to bind the bidder. The power of Attorney or Authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder shall be annexed to the bid. NABI will reject outright any Bid unsupported by adequate proof of the signatory's authority.**

- 2.7 **Relationship with NABI:** The bidder shall declare in writing that neither he/she nor any of his associates is in any way related to any Officer/Scientist/Staff in NABI. NABI may decide not to deal with such firms who fail to comply with the above advice.
- 2.8 Canvassing in any connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing will be liable for rejection.

### **3 INSTRUCTIONS FOR FILLING BIDS:**

- 3.1 Bid document shall be filled complete in all respects and shall be submitted together with requisite information. It shall be complete and free from any ambiguity, changes or interlineations.
- 3.2 The Bidders' Bid and any annotation or accompanying documentation shall be in English language.
- 3.3 Bidders' shall set their prices/rate in figures preferably type written and without any qualification. Each figure stated shall be repeated in words and in the event of discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount. Any changes / corrections in bid shall be authenticated with signature of bidder otherwise the bid is liable to be rejected. Illegible price bids will be rejected outright. Bids containing qualifying expressions subject to minimum acceptance etc. will be disqualified.
- 3.4 The bidder as a company (or) registered partnership firm (or) proprietary concern should have experience of at least last three years and to be supported with documentary evidence towards the same.
- 3.5 Bidder has to arrange collection and delivery of samples from user Scientist at NABI, Mohali as per time and date indicated by him.
- 3.6 The bidder has to complete the project within 60 days from the date of receipt of sample after issue of Purchase Order.
- 3.7 No clarifications shall be sought after opening of TECHNICAL BID. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.
- 3.8 The bidders who are capable to take up the subject work in to shall submit the bids. But the prices should be quoted item wise as suggested in NIT & Price Schedule. Bidders should quote a FIRM PRICE and they shall be bound to keep this price firm and without any escalation for any reason whatsoever, until the completion of the contract period.
- 3.9 The price quoted must be NET PER UNIT shown in the schedule of rate and must be clearly shown in figures and words only in Indian currency.
- 3.10 No correspondence after opening of Bid will be entertained from the bidder. However, if NABI-Mohali sends any communication with respect to the bid the same is to be complied with.
- 3.11 Bid from Bidders not complying with the above instructions can be summarily rejected.

### **4 INSTRUCTIONS FOR FILLING BIDS:**

- 4.1 Bid must be received at the office of

**Stores and Purchase Officer  
NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE  
KNOWLEDGE CITY, SECTOR 81  
MOHALI – 140306  
on or before 3<sup>rd</sup> Jan' 2018 at 3.00 PM.**

The Part-I of the bid will be opened on the same day at 4:00 PM on 3<sup>rd</sup> Jan' 2018 in the presence of Bidders who wish to be present. Bids received after due date and time will be summarily rejected.

- 4.2 NABI shall not be responsible for any cost or expense incurred by any bidder in connection with his bidding against this bid and loss of bids in post/courier, regardless of the conduct or outcome of the bidding process.

### **5 Validity of BID:**

The bid must be kept valid for acceptance for 90 days from the date of closure of bid.

### **6 Scope of Work:**

The detailed scope of work is given separately at **Annexure "A"**.

### **7 Earnest Money:**

- 7.1 Bidders are required to submit Earnest Money Deposit (EMD) valid for 90 days from the date of opening of Part I of technical bid for an amount of Rs. 40,000/- (Forty thousand only)
- 7.2 EMD can be in the form of a DD drawn in favour of "**National Agri-Food Biotechnology Institute**" payable at Mohali or in the form of Bank Guarantee as per preforma attached from a Nationalized/Scheduled Bank in India.
- 7.3 The successful bidder is required to extend the valid of the Bid Bond for a further period till the formal contract is signed and security deposit/Performance Bank Guarantee (PBG) submitted.
- 7.4 **Bids not accompanied by Earnest Money Deposit (EMD) as mentioned above will be summarily rejected.**
- 7.5 The EMD of the unsuccessful Bidders will be returned once the successful bidder furnishes the Performance Bank Guarantee or in the case the bid is cancelled.
- 7.6 The EMD shall be forfeited in the following events:
- If the bid is withdrawn or modified or varied in a manner not acceptable to NABI during the bid validity period or any extension thereof
  - If a successful bidder fails to sign/fails to execute the contract.

c) If fails to furnish Performance Bank Guarantee within 21 days of signing of contract.

**8 Right to Reject:**

NABI reserves the right to reject any or all quotations without assigning any reason whatsoever. NABI also reserves the right to cancel this bid at any stage without assigning any reason whatsoever.

**9 Authorization:**

Bidders are at liberty to be present or to authorize their representative at the time of opening of Bid on the date specified. A letter of authorization must be forwarded to Executive Director, NABI along with the bid document and a copy of this letter must be produced in the office by the person attending the opening of Bid. Unless this letter is presented by him, he may not be allowed to attend the opening of Bid.

**10 Performance Bank Guarantee (PBG):**

10.1 The successful bidder will have to furnish the Performance Bank Guarantee (PBG) for a sum equivalent of 10% of contract value from a Nationalized/Scheduled Bank in India. This Bank Guarantee shall be valid for a period of 6 months from the date of completion of the contract/job and shall be sent to Executive Director, NABI directed by the issuing Bank as per the format to be provided by this office within a period of 21 days from the date of signing of the contract/award of Purchase Order.

10.2 Penalty: If the successful bidder/contractor fails to carry out the service as per the scope of work, PBG will be invoked.

**11. General conditions:**

11.1 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as schedule prescribed day of closing/opening of the bid.

11.2 This bid being under **TWO BID system**, only Part-I Technical bids will be opened on the opening date indicated. Price bids of the short listed bidders will be opened later on under intimation to the Bidders.

11.3 The service provider shall conform to all laws including labour laws of the State/Central Government. The service provider shall indemnify NABI for any breach of laws committed by him. The service provider shall take adequate measures to ensure continuous and unhindered output of work.

11.4 Any expenditure incurred by NABI on behalf of the service provider who is under an obligation to bear the expenditure as per the relevant law shall be recovered by NABI from the service provider either by deduction from an amount payable to the service provider under the contract or as a debt payable to the service provider.

11.5 The service provider should be adequately equipped with regard to service requirement.

**12. Purchaser's Right to vary quantities at Time of Award:**

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

**13. Purchaser's Right to Accept any bid and to Reject any or all bids:**

The Purchaser reserves the right to accept or reject any bid 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 bidder or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**14. Notification of Award:**

Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a Purchase Order/letter of intent.

**15. Order Acceptance:**

The successful bidder should submit acceptance of the Purchase order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

**16. Your firm should enclose the certificate regarding the non-blacklisting, acceptance of terms and conditions etc along with the Technical Bid as per the Annexure "B".**

**STORES AND PURCHASE OFFICER**

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS****Small RNA and transcriptome sequencing on Illumina platform****I. General requirements:**

1. Only those bidders can participate who has In-house/collaborative sequencing platforms in India. The signed copy of documentary evidence must be submitted along with technical bid.
2. Only those bidders can participate who has done plant or animal small RNA and transcriptome sequencing and assembly. The documentary evidence with satisfactory report from the PI of research institute must be submitted along with technical bid.
3. The payment will be made at staggered manner: 50% after sequencing, 25% after first assembly, and the remaining 25% after completion of the project.
4. The whole project should be completed within two months (60 days).
4. If there are discretions between technical bid and financial bid such bid will be disqualified and service provider would not be entertained in the future.
5. The same RNA samples will be used for both small RNA and transcriptome sequencing.
6. The firm should provide the following information:
  - a. Sample shipping method
  - b. Sample preparation procedure
  - c. Library preparation kit and sequencing kit to be used
  - d. Quality control at each steps
7. Confidentiality and Non-disclosure agreement must be submitted.

**II. Technical specification for small RNA sequencing**

1. Source of samples: 48 leaf or total RNA samples.
2. Sequencing platform: Illumina
3. Sequence read length: 1x50 nucleotides
4. Total sequence outputs: **25 million mapped reads** per sample
5. Percentage of reads with PHRED or quality score of 30: > 90%
6. Complete bioinformatics analysis:
  - i) Read quality, base composition and statistical analysis of sequencing.
  - ii) Small RNA alignment and annotation (miRNA, siRNA)
  - iii) Identification and quantification of known and novel miRNA detected
  - iv) Pairwise differential expression analysis of miRNA (up-regulated and down-regulated genes) as advised by NABI.
  - v) Significant biological analysis of Gene Ontology and pathways for the identified target genes.
  - vii) Pairwise comparison of total filtered small RNA reads
7. Deliverables:
  - i) Small RNA Qubit and Bioanalyzer QC report.
  - ii) Small RNA Library QC report.
  - iii) Small RNA sequence raw data QC report.
  - iv) Fastq QC report.
  - v) Raw fastq.
  - vi) Raw data, processed data, analysed data and complete analysis report.

### III. Technical specification for transcriptome sequencing

1. Source of samples: 48 leaf or total RNA samples.
2. Sequencing platform: Illumina
3. Sequence read length: **2x250 bp**
4. Total sequence outputs: approximately **25 million mapped reads per sample** (about mapped 6 gb per samples)
5. Percentage of reads with PHRED or quality score of 30: > 90%
6. Complete bioinformatics analysis:
  - i) Basic sequence data report-read length distribution, size, etc.
  - ii) *De novo* assembly and Reference-based assembly
  - iii) Gene expression profiling
  - iv) Pairwise differential expression analysis among samples as advised by NABI
  - v) Complete statistical analysis including one-way and two-way ANOVA analysis using different tissue types and developmental stages combinations
  - vi) Gene annotation, GO and KEGG analysis
  - vii) Pathway and gene network analysis
  - viii) Protein prediction and interaction analysis
  - ix) Sequence variant analysis among samples as well as with reference sequences
7. Deliverables:
  - i) RNA samples Qubit and Bioanalyzer QC report.
  - ii) RNA Library QC report.
  - iii) RNA sequence raw data QC report.
  - iv) Fastq QC report.
  - v) Raw fastq.
  - vi) Raw data, processed data, analysed data, mapped data, and complete analysis report.

**STORES AND PURCHASE OFFICER**



**SCHEDULE OF RATES – OFFER BY BIDDER**  
**(to be enclosed along with the price/financial bid)**

Sr. No	Item Description	Qty	Rate (in ₹)	Value (in ₹)
1)	<b><u>Small RNA and transcriptome sequencing on Illumina platform</u></b> <b><u>(Specifications: as per the scope of work)</u></b>	48 Samples		
			GST @ _____ =>>	
			<b>Total Value (in Rupees) =&gt;&gt;</b>	

**SEAL AND SIGNATURE OF THE BIDDER**

**BID EVALUATION CRITERIA**

Sr. No	Particulars	Complied and Accepted/Not Accepted/Not applicable
1)	<p><b>A. TECHNICAL:</b> <u>The bidder as a company (or) registered partnership (or) proprietary concern should have</u></p> <ul style="list-style-type: none"><li>i) <u>The bidder who has In-house/collaborative sequencing platforms in India for “Small RNA and transcriptome sequencing on Illumina platform”</u></li><li>ii) <u>The bidder should have qualified and trained manpower for providing services mentioned in the scope of work.</u></li><li>iii) <u>The bids will be accepted in respect of those companies having successfully completed one similar work costing not less than ₹ 16,00,000/- or two similar works each costing not less than ₹ 12,00,000/- and three similar works each costing not less than ₹ 8,00,000/-- in the last five financial years. Similar works means work related to sequencing/analysis of similar samples in Central /State Govt National Laboratories/PSUs/Central/State Government Autonomous bodies. The copies of the Purchase Orders should be provided along with the quotation.</u></li></ul> <p><b><u>The quoting firm should provide the compliance statement for each point of the scope of work mentioned in the Annexure “A”</u></b></p> <p><b><u>Whether your firm had filled the certificate as per the Annexure B</u></b></p>	
2)	<p><b>B. COMMERCIAL:</b></p> <ul style="list-style-type: none"><li>i) <u>The price quoted must be NET PER UNIT / rate and must be clearly shown in figures and words only in Indian currency</u></li></ul>	

Seal and the Signature of the Bidder

**Ref No: NABI/1(324)/17-18/N-PUR**

**CERTIFICATE**

- i) That I/ we have gone through and understood the requirements given in the NABI -Tender Notice no. NABI/1(324)/17-18/N-PUR and rates have been quoted accordingly.
- ii) That the terms and conditions given in the tender notice are acceptable to to me/us.
- iii) That the information furnished by me /us is true and correct.
- iv) That our firm/company has not been blacklisted by any Government organization/department/Central Government/State Government funded autonomous bodies/Universities etc.
- v) In case of the information/supporting documents provided by our organization in the tender is false in any time of the tender process or after the finalization of the tender, the decision taken by NABI is final and binding to us.

**Seal and the Authorized Signature of the tenderer**

**Note: The quoting firm should provide the above certificate by an affidavit on Non-Judicial Stamp paper has to be submitted by the bidder to this effect.**

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1 Definitions:**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "The Purchaser's country is "India".
- (vii) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (viii) "Day" means calendar day.

### **2 Application:**

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

### **3 Standards:**

3.1 The Goods/ service 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:**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract. BID DOCUMENT (DK)

4.2 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.3 The purchaser may be under obligation to make any document / information submitted by the bidder in response to this bid public if required under the provision of Indian Right to Information Act 2005. Therefore, bidder may explicitly indicate if any document / information in his tender include information of commercial confidence, trade secrets or intellectual property, the disclosure of which would jeopardize the competitive position of the bidder

## **5 Patent Rights:**

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

## **6 Submission of the bids**

- 6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason whatsoever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.
- 6.2 Tender documents are available free of cost or for sale as per the information specified in NIT. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

## **7 Performance Security:**

- 7.1 Within 21 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the 10% of the total value of the Purchase Order.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

## **8 Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Purchaser's Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9 Packing:**

- 9.1 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 specialized handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly

with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in Specifications and in any subsequent instructions ordered by the Purchaser.

9.3 The purchaser reserves the rights to arrange to carry out packing and value inspections through their freight forwarding agents particularly in case of high value and sensitive items.

## **10 Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the tender. The details of shipping and/or other documents to be furnished by the supplier are specified in tender.

## **11 Insurance:**

11.1 Wherever required, the Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12 Transportation:**

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **13 Address:**

13.1 For the purpose of this Contract/ Purchase Order, the addresses of the contracting parties will be as follows and all correspondences and notices in relation to the present contract sent to the parties to the addresses mentioned below shall be deemed to be sufficient for serving of Notices on the parties concerned.

### **Stores & Purchase Officer**

**National Agri-Food Biotechnology Institute**

**Knowledge City, Sector 81, Mohali – 140306**

**Phone: 91-172-5221109 / 5221120; Fax: 91-172-5221100**

**E-mail: purchase@nabi.res.in**

13.2 NABI reserves the right to change the period, to instruct the service provider in respect of collection and delivery of samples. NABI will not be responsible for any compensation whatsoever on this account.

13.3 Contract Execution period: Sequencing work as per the scope of work mentioned in the Annexure A should be completed within a total period of 60 days from the date of award of contract / Purchase Order / handing over of sample to the successful bidder

## **14. RATES, TERMS AND MODE OF PAYMENT:**

### **14.1 RATES:**

NABI will pay to the service provider on sample basis subject to satisfactory service report, as certified by NABI's user Scientist. No charges will be payable separately by NABI. Unreasonable quote will not be entertained.

### **14.2 Mode of Payment:**

- (i) The payment will be made to the successful bidder as per the terms mentioned in the scope of work. No payment would be made, if it was found unsatisfactory by NABI's user scientist.
- (ii) Such payments to be made within 15 days from the date of receipt of Invoice at NABI, Mohali, subject to certification of satisfactory service and acceptance by NABI's user Scientists. Payment for accepted records and undisputed bills will be made by E Director, NABI, Mohali in the form of Account Payee cheque drawn on SBI, Mohali Branch/ or will be directly transferred to his account electronically through e-payment mode. Any delay in payment on any account will not make NABI liable to pay interest, under any circumstances. Disputed bills will be returned to the successful bidder.

- (iii) NABI user Scientist will certify the accepted samples and accepted amount payable on each invoice.
- (iv) Service Provider will raise the bills in the name of Executive Director, NABI, Mohali.

#### **14.3 Firm rates & currency of payment**

- (i) The rates payable under this contract herein above shall be firm throughout the period of the contract and no escalation shall be allowed under any circumstances.
- (ii) All payments to the contractor under this contract shall be made only in Indian Rupees.

#### **15 Taxes:**

The Service Provider shall be responsible to pay all taxes and duties such as corporate tax, service tax, income tax, turnover tax, GST etc., leviable on them. TDS will be deducted by NABI as per Clause No. 194(J) of TDS Rules.

#### **16 Liquidated damages for delay on part of Service Provider in progress of Sequencing work.**

- 16.1 Liquidated damages are applied in similar way for insufficient progress of work and also non completion of work within 60 days from the date of receipt of samples after award of contract/ Purchase Order.
- 16.2 The parties agree that LD is a genuine pre estimate of loss/damage which is suffered on account of delay/breach on the part of Service Provider the and the said amount is payable by the Service Provider without any demur.
- 16.3 Any decision of Executive Director, NABI on Liquidated Damages shall be final and binding on the bidder.

#### **17 Force Majeure**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force-majeure conditions continue beyond two weeks, the parties shall then mutually decide about the future course of action. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. Unrest / strike/ resignation by personnel of Service Provider shall not be construed as force majeure.

#### **18 Other Conditions:**

- 18.1 The Service Provider shall not transfer/assign/sublet sequencing work or any part thereof in any manner without the prior written consent of the NABI and no such transfer/assignment as and when accepted shall relieve the of his Service Provider/ contractor responsibility under the contract.
- 18.2 Service Provider /Contractor shall indemnify NABI from any claim in future in terms of Public liability claim.
- 18.3 The Service Provider shall conform to all laws including labour laws of the State/Central Government. The Service Provider shall indemnify NABI for any breach of laws committed by him. The Service Provider shall take adequate measures to ensure continuous and unhindered output of work.

## **19 Termination:**

- 19.1 In the event of the Service Provider at any time during the term of this contract becomes Insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then, NABI shall by a notice in writing have the right to forthwith terminate this contract.
- 19.2 Notwithstanding the termination of this contract the parties shall continue to be bound by the provisions of this contract that reasonably requires some action or forbearance after such termination.
- 19.3 If NABI considers that the performance of the Service Provider is unsatisfactory or not up to the expected standard, NABI shall notify the Service Provider in writing and specify in detail the causes of dissatisfaction. NABI shall have the option to forthwith terminate the contract, if Service Provider fails to comply with the requisitions contained in the said written notice issued by NABI within ten days of the receipt thereof.
- 19.4 In case the Service Provider's right and/or obligations under this contract are transferred or assigned without prior written consent of NABI. NABI may at its absolute discretion terminate this contract, without prejudice to the other rights it has under the contract.

## **20 Liability and Indemnity:**

- 20.1 The Service Provider/ contractor agrees to indemnify, defend and hold NABI harmless from and against any and all claims, suits or causes of action for injury to or worth of Service Provider's personnel and for loss or damage to property of Service Provider or his personnel arising from or related to performance of this contract, and without regard to the negligence or fault of any party.

## **21. Consequential Damages:**

- 21.1 Neither NABI nor the Service Provider/ contractor shall have any claim against the other for any consequential damages.

## **22. Jurisdiction and Applicable Law**

This contract shall be governed by the laws of India and shall be subjected to the jurisdiction of courts in High Court of Punjab and Haryana.

## **23. Severability:**

Should any provision of this contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision and they shall remain binding on parties hereto.

## **24. Fairness and Good Faith:**

The Parties undertake to act in good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract as specified in the scope of work

## **25. Arbitration:**

In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Executive Director, National Agri-Food Biotechnology Institute (NABI) Mohali and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.



**26 ASSIGNMENT:**

The rights and obligations of the Service Provider/ contractor shall not be assigned without the prior written consent of CSIR-CCMB.

**27 INTERPRETATION**

The titles and headings given in this Contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this contract.

**28 Penalty:**

If the successful bidder / contractor fails to attain the desired depth, as per scope of work, Performance Security will be invoked.

**Stores and Purchase Officer**

**BID FORM**

**To**  
**Executive Director**  
**National Agri-Food Biotechnology Institute**  
Knowledge City, Sector 81, Mohali - 140306

Sir,  
Having examined the bidding document, we the undersigned offer to deliver the services \_\_\_\_\_  
(Description of Services) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver the goods in accordance with the delivery schedule specified and submit the performance security as specified in GCC for the due performance of the contract.

We agree to abide by this bid for requisite period of time after the date fixed for bid opening as per the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We have quoted our bid prices taking into account your instructions regarding shipment and payment terms and also attached the duly filled 'BRIEF SUMMARY OF QUOTATION & CHECKLIST' as per your instructions.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

**BID SECURITY FORM**

Whereas .....<sup>1</sup> (*hereinafter called the “tenderer”*) has submitted their offer dated ..... (*Date of submission of bid*) for the supply of ..... (*Name and/or description of the goods*) (Hereinafter called the “tender”).

KNOW ALL PEOPLE by these presents that WE ..... (*Name of bank*) of ..... (*Name of country*), having our registered office at ..... (*Address of bank*) (Hereinafter called “the Bank”), are bound unto, **National Agri-Food Biotechnology Institute** (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

THE CONDITIONS of this obligation are:

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

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with Seal of the Bank)  
(Complete Contact Details with Tel./Fax/email etc)

<sup>1</sup> \_\_\_\_\_  
*Name of Bidder*

**BIDDER'S PERFORMANCE STATEMENT FORM**  
 (For A Period of Last 5 Years)

Name of the Firm.....

Order placed by (full address of purchaser)	Order No. and date	Description and quantity of ordered Services	Price	Date of completion of delivery as per Contract/Actual	Remarks indicating reasons for late delivery, if any	Has the services provided satisfactory?	Contact Person alongwith Tel. NO., Fax No. & e-mail address

Place :  
Date :

Signature  
Rubber stamp

**DEVIATION STATEMENT FORM (ITB/GCC)**

The following are the particulars of deviations (ITB, GCC Clauses) from the requirements of the tender document and specifications:

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (INCLUDING JUSTIFICATION)</b>

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**PERFORMANCE SECURITY FORM**

**The Executive Director,  
National Agri-Food Biotechnology Institute  
Knowledge City, Sector 81, Mohali - 140306**

**WHEREAS** ..... (Name of Supplier)  
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no..... dated,..... 20... to supply.....  
.....(Description of Goods and Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:  
**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

(Complete Address/Contact Details with Tel./Fax/email etc)

Date