



सी.एस.आई.आर.-जीनोमिकी और जीव-विज्ञान समवेत संस्थान

CSIR-INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY,

जुबली हॉल के सामने, मॉल रोड, दिल्ली-110007. भारत

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NOTICE INVITING TENDER

(Domestic/Open Tender)

फाइल संख्या File No. IGIB/BDG-Services/2023-24/06

दिनांक/Dated: 25.10.2023

Director, CSIR-Institute of Genomics & Integrative Biology (IGIB), Delhi invites **online bids through Central Public Procurement Portal (CPPP) <https://etenders.gov.in>** from the **Diagnostic Laboratories for providing services of conducting the Tests** mentioned below, as per terms & conditions of the Tender document:

| S.N | Tender No. | Description of items | Qty. | Bid system | Bid Security (EMD) |
|-----|------------------------------|---|-------------------|------------|---|
| 1. | IGIB/BDG-Services/2023-24/06 | Services For Collecting Samples And Performing Diagnostic Tests For Hematological And Biochemical Parameters Details of the Tests are mentioned in Chapter-3 of the Tender Document | As per Chapter-03 | Two Bid | EMD to be submitted in the form of Bid Securing declaration |

- Interested Bidders are requested to submit their bids in two-bid systems through online Central Public Procurement Portal <https://etenders.gov.in> as per scheduled date and time mentioned in the tender document. The bidders should submit their bids as per “**Instructions for online bid submission**” mentioned in the tender document.
- Complete set of bidding documents may be downloaded free of cost from the above portal. In case of any query, bidders are requested to kindly submit their request, through email to asingh@igib.res.in latest by 10th Nov 2023.

The last date for submission of bids shall be 16th November, 2023

Technical bids shall be opened on 17th November, 2023

- All bids must be accompanied with a Bid Securing declaration as specified above and in the Tender Document.

The Director, CSIR-IGIB reserves the right to accept or reject any bid or accept all bids either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

**Principal Technical Officer
(For & on behalf of Council of Scientific & Industrial Research)**



सी.एस.आई.आर.-जीनोमिकी और जीव-विज्ञान समवेत संस्थान
CSIR-INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY,
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फ़ाइल संख्या/File No. IGIB/BDG/Services/2023-24/06

दिनांक/Dated: 25.10.2023

OPEN TENDER DOCUMENT

FOR

PROCUREMENT OF SERVICES FOR COLLECTING SAMPLES

AND

PERFORMING TESTS FOR HEMATOLOGICAL

&

BIOCHEMICAL PARAMETERS

प्रिय महोदय / महोदया Dear Sir / Madam,

निदेशक, सी.एस.आई.आर.-जीनोमिकी और समवेत जीवविज्ञान संस्थान, दिल्ली-110007, भारत (जिसे इसके पश्चात "संस्थान" कहा जायेगा), इस निविदा दस्तावेज में दिए गए नियम एवं शर्तों के अनुसार नीचे सूचीबद्ध सेवाएं लेने के लिए इच्छुक हैं। अतः इच्छुक सेवाप्रदाता कृपया 16.11.2023 को या इससे पूर्व, <https://etenders.gov.in> पर ऑनलाईन अपनी कोटेशन जमा करें।

THE DIRECTOR, CSIR –INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY, DELHI-110007, INDIA hereinafter called as the 'Institute' is interested in the procurement of below mentioned Services, on the Terms & Conditions mentioned in this Tender Document. Interested Service providers are, therefore, requested to submit their quotations online through the website <https://etenders.gov.in> on or before 16.11.2023.

| क्रम/ S.N. | सेवाओं का संक्षिप्त विवरण/Brief Description of Services | मात्रा/Quantity |
|---------------|---|-----------------------------------|
| 1. | SERVICES FOR COLLECTING SAMPLES AND PERFORMING TESTS FOR HEMATOLOGICAL AND BIOCHEMICAL PARAMETERS | One set of Tests as per Chapter 3 |

बोली जमा करने की अंतिम तारीख 16.11.2023 तक

Last Date for submission: till 16.11.2023

बोली खोले जाने की तारीख 17.11.2023

Date of Opening: 17.11.2023

सामान्य निर्देश/General Instructions

1. अपनी निविदा के साथ सर्वप्रथम, एक आवरण पत्र अवश्य लगाएं जिसमें हमारी निविदा/फाइल का संदर्भ, आपकी कंपनी का संक्षिप्त परिचय, निविदा के साथ संलग्न सभी दस्तावेजों का क्रमवार विवरण तथा निविदा की शर्तें लिखी हों।
Your quotation must have, first of all, our NIT reference/file number, brief profile of your company, details of the documents chronological order attached by you with the quotation and the Terms of the Quotation.
2. कृपया ध्यान दें कि आपकी बोली दो-भाग में होनी चाहिए
It may kindly be noted that your bid should be in Two Part:
 - A. तकनीकी निविदा /Technical Bid
 - B. दर-निविदा/Price Bid
3. आपकी बोली, "बोली सुरक्षित घोषणा" के साथ होनी चाहिए, जो कि बयाना राशि का एक रूप है।
Bid may be accompanied with "**Bid Securing declaration**" which is a form of Earnest Money Deposit (EMD).
4. आपके पक्ष में अनुबंध होने पर, आपके द्वारा निष्पादन बैंक प्रत्याभूति जमा करनी होगी जो जमानत की अवधि के अतिरिक्त, और दो महीने बाद की अवधि के लिए वैध होगी। In the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee valid for a period of 2 Months beyond the Warranty period of 3 years plus delivery time.
5. कोटेशन जमा करने की विधि निम्न प्रकार होगी:
The mode of submission of tender will be as follows:
सभी बोलियां केवल <https://etenders.gov.in> ऑन-लाइन पर प्रस्तुत की जाएंगी।
All bids to be submitted online through <https://etenders.gov.in> only
6. कोटेशन की स्वीकृति, सी.एस.आई.आर.-जीनोमिकी और समवेत जीवविज्ञान संस्थान, दिल्ली, भारत के सक्षम अधिकारी के अधिकार में होगी, जो की निम्नतम कोटेशन की स्वीकृति के लिए बाध्य नहीं होगा और बिना कोई कारण बताए सभी या किसी भी निविदा को अस्वीकृत कर या आंशिकरूप से स्वीकृत करने का अधिकार रखता है। The acceptance of the bids will rest with the competent authority of CSIR-IGIB, Delhi, India who does not bind himself to accept the lowest bid and reserves the right to to reject any bid in full or partially accept any or reject all the bids received without assigning any reason.
7. उद्धृत मूल्य शुद्ध तथा कोटेशन खोलने की तिथि से न्यूनतम 90 दिनों की अवधि के लिए मान्य होना चाहिए। Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.

8. बोली दाता को लागू मूल्य/कीमत को, <https://etenders.gov.in> पर निविदा दस्तावेज के साथ दिए गए 'मात्रा के बिल' में प्रस्तुत करना होगा। The bidder must submit the applicable rates/price in the 'BOQ' given with the tender document on <https://etenders.gov.in>.
- 9. The bidder must Quote in currency as Indian Rupee only.**
10. The diagnostic laboratory should quote the rates including of all logistics. The quoted prices shall remain fixed till the execution of the contract.
- 11. The diagnostic laboratory must quote separate rates for all the tests as mentioned in the BOQ. The lowest bidder (L1) will be ascertained on the basis of the total of rates for all the tests, which will be a unit rate for one sample per person. That means the lowest bid will be decided on the basis of Lot rates and not item-wise.**
12. This Institute is registered with the Dept. of Scientific & Industrial Research, Govt. of India and full rates of GST & IGST shall be payable as applicable for services.
13. सेवाओं को पूरा करने का समय/अवधि को अपनी निविदा में निर्दिष्ट किया जाना चाहिए। आदेश दिए जाने की स्थिति में प्रदान की गई उपर्युक्त समय/अवधि का सख्ती से पालन करना होगा। The period/time for completing required services should be invariably specified in the quotation. The offered period/time shall have to be strictly adhered to in case an order is placed.
14. सेवाओं में होने वाले विलंब के लिए दंड/परिसमाप्त-नुकसान का खंड, निविदा दस्तावेज में दी गई सामान्य शर्तों के अनुसार होगा। Penalty/ Liquidated Damages Clause for delays shall be as per clause mentioned in the GCC in the tender document.
15. यदि निर्धारित समय/अवधि को बनाए नहीं रखा जाता है और उसके कारण संस्थान को आपके जोखिम और लागत पर वह सेवाएँ किसी अन्य साधन से खरीदने के लिए मजबूर किया जाता है, तो उस नुकसान या क्षति को चूक करने वाले सेवा प्रदाता से वसूल किया जाएगा। If the services timings/period are not maintained and due to that Institute is forced to buy the services at your risk and cost from elsewhere, the loss or damage that may be sustained thereby will be recovered from the defaulting service provider.
16. लागू नियम / विनियम / कानून के प्रावधानों के अनुसार आईटी / जीएसटी टीडीएस की वसूली की जाएगी। IT / GST TDS would be recovered as per applicable rule / regulations / provisions of law.
17. कृपया हमारे रिकॉर्ड व आवश्यक कारवाई के लिए अपने पैन और जीएसटी नंबर को अपनी निविदा में प्रस्तुत करें। Kindly furnish your PAN & GST Number etc. in your quotation for our records and necessary action.
18. हमारे सामान्य भुगतान की शर्तें G.C.C और S.C.C में उल्लिखित हैं। Our normal payment terms are as mentioned in G.C.C and S.C.C.

- 19.(a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of the agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and these two Arbitrators shall appoint, a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued.
20. बोलिकर्ता की बोली में यदि बोली के पीछे मुद्रित शर्तें, यदि कोई हैं, या अन्यथा निविदा के साथ भेजी गई है, तो हमारे लिए बाध्यकारी नहीं होगी। Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
21. उपरोक्त सभी निर्देशों और हमारे मानक नियमों और शर्तों को आपके द्वारा पालन करना चाहिए अन्यथा आपका प्रस्ताव अस्वीकृति के लिए उत्तरदायी हो सकता है। All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
22. Purchase Preference to Micro and Small Enterprises (MSEs) shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies.
23. Comply with order no. 6 / 9 / 2020 – PPD dated 24.08.2020 from PPD division, Department of expenditure, Ministry of Finance. (for getting award of contract, all bidders must be registered in GeM portal also. Hence all bidders are requested to register in the GeM portal and furnish GeM Seller's ID in the bidder information form). This registration on GeM, if free of cost.
24. संस्थान के व्यवसाय विकास समूह से उत्पन्न होने वाली खुली निविदाओं के लिए लागू बोलीदाताओं को निर्देश, अनुबंध की सामान्य शर्तें व विभिन्न प्रारूपों के साथ हमारी वेबसाइट www.igib.res.in पर "टेंडर" विषय के तहत या निविदा दस्तावेज में देखी जा सकती हैं। Instruction to Bidders, General Conditions of Contract applicable to open tenders originating from Business Development Group (BDG) along with different formats can be viewed in tender document or on our website www.igib.res.in under the head "Tenders".

प्रधान तकनीकी अधिकारी
Principal Technical Officer
(For & on behalf of Council of Scientific & Industrial Research)

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CRITICAL DATE SHEET

| Sl.No | Stage | Date & Time |
|--------------|---|---------------------------------|
| 1. | Publish Date and time | 25.10.2023 17:30 hrs IST |
| 2. | Document Download Start Date & Time | 25.10.2023 17:30 hrs IST |
| 3. | Last Date & time for receipt of queries | 10.11.2023 17:00 hrs IST |
| 5. | Bid Submission Start Date & time | 25.10.2023 17:30 hrs IST |
| 6. | Bid Submission End Date & Time | 16.11.2023 13:00 hrs IST |
| 7. | Bid Opening Date & Time | 17.11.2023 13:00 hrs IST |

अध्याय-1

CHAPTER – 1

बोलिकर्ताओं को निर्देश

INSTRUCTIONS TO BIDDERS (ITB)

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प्रस्तावना
A Introduction

1.1. Eligible Bidders

- 1.1.1 The bids are invited directly from the Service Providers/Diagnostic Laboratories, not their agents or authorised firms/companies.
- 1.1.2 **For the Services being provided by micro and small enterprises as per MSE order 2012 and any amendments thereon, if the bidder wants to avail the purchase preferences, the bidder must be the actual service provider of the offered services. Traders are excluded from the preview of public procurement policy for micro and small enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. One MSE unit will not get any Purchase Preference over any other MSE Unit.**
- 1.1.3 MSEs owned by Scheduled Caste/Schedule Tribe enterprises would be treated as under:
(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.
(c) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ST promoters.
- 1.1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.
- 1.1.5 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Institute to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be procured under this Invitation of Bids.
- 1.1.6 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.
- 1.1.7 The bidders who have been temporarily or permanently suspended or removed from the list of registered service provider/suppliers by the Institute or banned from any Ministry/country wide procurement, shall not be eligible for participation in the bidding process.

1.2 Cost of Bidding

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

1.3 Code of Integrity

1.3.1 Code of integrity for Public Procurement: The Institute as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Institute, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Institute who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Institute with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) **“Obstructive practice”**: materially impede the Institute’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Institute’s Entity’s rights of audit or access to information;

1.3.2 Obligations for Proactive disclosures

i) The Institute as well as bidders, service providers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the Institute. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

1.3.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Institute to other penal provisions as per the bid documents or contract, if the Institute concludes that a (prospective) bidder/service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Institute may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Institute;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Institute along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

- a) Removal from the list of registered service providers/suppliers and banning/debarment of the bidder from participation in future procurements of the Institute for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Tender Documents

The bidding documents are available free of cost to bidders.

1.5 Content of Tender Documents

1.5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into 6 Chapters as under:

Chapter 1: Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)

Chapter 3: Schedule of Requirements

Chapter 4: Qualification requirements

Chapter 5: Contract Form

Chapter 6: Other Standard Forms

- I. Bidder Information Form
- II. Bid Securing Declaration Form
- III. Bid's Undertaking Form
- IV. Performance Security Form
- V. Code of Integrity Declaration Form

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of Bidding/tender documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Institute in writing in advance before the due date of opening. Should the Institute deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Bidding Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Institute for the benefit of the other prospective bidders.

1.7 Amendment of Bidding/Tender Documents.

1.7.1 At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would be hosted on the website of the Institute and on <https://etenders.gov.in> and **all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.**

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Institute and on <https://etenders.gov.in>

C. PREPARATION OF BIDS

1.8 Language of Bid

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Institute shall be written in English language only.

1.8.2 The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the bidder.

1.9 Purchase Preference Policies:

The Institute intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.10. Documents Comprising the Bid

The bid prepared by the Bidder shall include documents as under duly filled and signed:

A. Technical bid

- (a) A covering letter mentioning reference of our Tender number and date, brief profile of the bidder, documents being submitted in chronological order, with the Technical Bid & the Price Bid and mentioning the Terms & Conditions of the bidder.
- (b) Bidder Information Form;
- (c) Bid Securing Declaration
- (d) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (e) Technical details of the bid
- (f) Documents required to be submitted as per Qualification requirement/Qualification Criteria
- (g) MSME Registration Certificate, if any
- (h) Any other documents the bidder feels necessary

B. Price Bid

- (a) Bid's Undertaking Form
- (b) Rates as per BOQ uploaded on CPPP

1.11. Bid's Undertaking Form

The bidder shall complete the Bid' Undertaking Form as provided in the Other Standard Forms. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.12. Bid Prices

1.12.1 The Bidder shall indicate its rates for the services **AS PER BOQ AVAILABLE ON CPPP**, the unit prices and total bid prices of the services it proposes to deliver under the contract.

1.12.3 The price quoted shall remain fixed during the contract period which shall not vary on any account.

1.12.4 The Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India, however, **NO** concessional customs duty and GST & IGST are applicable.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable.

1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees (INR) only.

1.13.2 **Conditional tenders shall not be accepted.**

1.14. Bid Securing Declaration as Bid Security

The Bidder shall furnish, as part of its bid, a **‘Bid Securing Declaration’** only as per format provided in the tender document.

1.15. Period of Validity of Bids

1.15.1 Bids shall remain valid for a minimum of 90 days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected by the Institute as non-responsive.

1.15.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.15.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.15.4 Firms submitting rates/prices disclosed or submitted in any form in the technical bid against the requirement of two bid system, would be considered for further evaluation at the risk & responsibility of the bidder.

D. Opening and Evaluation of Bids

1.16 Opening of Bids by the Institute

The Institute will open all bids online on <https://etenders.gov.in> only.

1.17. Confidentiality

1.17.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.17.2 Any effort by a Bidder to influence the Institute in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.18. Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Institute may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder at the discretion of the Institute. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the Institute shall not be considered.

1.19. Preliminary Examination

1.19.1 The Institute shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.

1.19.2 The Institute shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer is liable to be rejected.

(a) Bid's Undertaking Form to be in accordance with ITB Clause 1.10;

(b) All the bids received will first be scrutinized to see whether the bids meet the basic requirements as incorporated in the tender enquiry document. The bids, that do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (i) The Bidder is not eligible.
- (ii) The Bid validity is shorter than the required period.
- (iv) Bidder has not agreed to give the required performance security or has not furnished the bid security declaration.
- (vi) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (vii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.20 Bidder's right to question rejection.

1.20.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- i) Only a bidder who has participated in the concerned procurement process like bidder registration, expression of interest (EOI), pre-qualification or bidding, as the case may be, can make such representation;
- ii) In case proposal in EOI or bid in pre-qualification stage has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in EOI or pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the Institute in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.20.2 In case a bidder feels aggrieved by the decision of the Institute, he may then send his representation in writing to the Institute's address as indicated in invitation to bids within 05 working days from the date of communication of the Institute intimating the rejection for reconsideration of the decision by the Institute.

1.21 Responsiveness of Bids

1.21.1 Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the required Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Institute's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.21.2 The Institutes' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.21.3 If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation or omission.

1.21.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.22 Non-Conformity, Error and Omission

1.22.1 Provided that a bid is substantially responsive, the Institute may waive off any non-conformities or omissions in the bid that do not constitute a material deviation.

1.22.2 Provided that a bid is substantially responsive, the Institute may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its Bid.

1.22.3 Provided that the Bid is substantially responsive, the Institute shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Institute there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.22.4 Provided that a bid is substantially responsive, the Institute may request that a bidder may confirm the correctness of arithmetic errors as done by the Institute within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited or action taken in accordance with the Bid Securing Declaration.

1.23 Examination of Terms & Conditions, Technical Evaluation

1.23.1 The Institute shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

1.23.2 The Institute shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.23.3 If, after the examination of the terms and conditions and the technical evaluation, the Institute determines that the Bid is not substantially responsive in accordance with ITB Clause 1.21 i.e. Responsiveness of Bids, it shall reject the Bid.

1.24 Evaluation and comparison of bids

- 1.24.1 The Institute shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.24.2 In case, more than one bids found to be of same total of rates, then the L1 will be decided **on the total rates quoted** for Serum Zinc and Homocysteine. If still more than two bidders emerge as L1 quoting same total of rate of the above tests, then L1 will be determined on the basis of rates for the Serum hsCRP.
- 1.24.3 Even after the above 2 iterations, if a single bid is not identified as L1, then the bidder submitting the bid first on CPP will be declared as L1.

1.25 Contacting the Institute

- 1.25.1 Subject to ITB Clause 1.18, no Bidder shall contact the Institute on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.25.2 Any effort by a Bidder to influence the Institute in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.26 Post qualification

- 1.26.1 In the absence of pre-qualification, the Institute will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.21 i.e. Responsiveness of Bids.
- 1.26.2 The determination, will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Institute deems necessary and appropriate.
- 1.26.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

E. AWARD OF CONTRACT

1.27 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of services/items with limited source for providing the required services or poor response to the tender. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations.

1.28 Award Criteria

Subject to ITB Clause 1.21, the Institute will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.29 Institute's right to vary Quantities at Time of Award

The Institute reserves the right at the time of Contract award to increase or decrease the quantity of Tests to be conducted as originally specified in the Schedule of Requirements to the extent of **25% (Twenty-Five) per cent** without any change in unit price or other terms and conditions.

1.30 Option Clause

The Institute reserves the right to increase or decrease the number of Tests to be conducted quantity up to **25% (Twenty-Five) per cent** at any time, after award of the contract till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the number of Tests ordered initially has been conducted in full before the last date of the delivery period (or the extended delivery period)

1.31 Institute's right to accept Any Bid and to reject any or All Bids

The Institute 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.

1.32 Notification of Award

1.32.1 Prior to the expiration of the period of bid validity, the Institute will notify the successful bidder in writing by registered letter, post or by e-mail that the bid has been accepted and a separate procurement order/award letter shall follow through post.

1.32.2 Until a formal contract is prepared and executed, the notification of award, if any should constitute a binding contract.

1.32.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.35, the Institute will promptly notify each unsuccessful Bidder and will discharge its bid security, if submitted in form other than the Bid Securing Declaration.

1.33 Signing of Contract

1.33.1 Promptly after notification, the Institute shall send the successful Bidder the Award Letter/Agreement.

1.33.2 Within fourteen (14) days of date of the Award Letter/Agreement, the successful Bidder shall sign, date, and return it to the Institute.

1.34 Order Acceptance

1.34.1 The successful bidder should submit Procurement Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

1.34.2 The order confirmation must be received within 14 days. However, the Institute has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the Institute, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.35 Performance Security

1.35.1 Within 21 days of receipt of the notification of award/PO, the Service provider shall furnish performance security (PS) in the amount specified in the Procurement Order, valid till 60 days after the warranty period.

1.35.2 The proceeds of the performance security shall be payable to the Institute as compensation for any loss resulting from the failure of the service provider to complete its obligations under the Contract.

1.35.3 The Performance Security shall be denominated in Indian Rupees.

1.35.4 The Performance security shall be in one of the following forms:

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in Indian the form provided in the bidding documents. Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the Institute. Or,
- (c) A Fixed Deposit Receipt pledged in favour of the Institute.
- (d) Bank transfer through NEFT/RTGS.

1.35.5 The performance security will be discharged by the Institute and returned to the Service Provider not later than 60 days following the date of completion of the performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.

1.35.6 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.35.7 The performance security must be received within 21 days. However, the Institute has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the Institute, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons,

offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.35.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately end by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.36 Integrity Pack, Not applicable

अध्याय २
CHAPTER 2

अनुबंध की शर्तें
CONDITIONS OF CONTRACT

क. अनुबंध की सामान्य शर्तें
A. GENERAL CONDITIONS OF CONTRACT (GCC)

विषय-तालिका
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GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Institute and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Service Provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Services” means the services provided in the Schedule of Requirements
- (h) “SCC” means the Special Conditions of Contract.
- (i) “Sub-contractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services to be carried or execution of any part of the Related Services is subcontracted by the Service Provider.
- (j) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Institute and is named as such in the Contract Agreement.
- (k) The “Council” means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (l) The “Institute” means the constituent Institute of the Council as specified in SCC.
- (m) “The final destination,” where applicable, means any of the constituent Laboratory/Institute of the Council situated in any part of India including C.S.I.R-Institute of Genomics & Integrative Biology, Delhi University Campus Mall Road, Delhi-110007 India, as provided in the Schedule of Requirement.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Code of Integrity

2.3.1 Without prejudice to and in addition to the rights of the Institute to other penal provisions as per the bid documents or contract, if the Institute concludes that a (prospective) bidder/Service Provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Institute may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Institute;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Institute along with interest thereon at the prevailing rate.
- d) Provisions in addition to above:
 - 1) Removal from the list of registered Service Providers and banning/debarment of the bidder from participation in future procurements of the Institute for a period not less than one year;
 - 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

2.4.1 If the Service Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Institute for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Institute.

2.5 Scope of Supply

2.5.1 The Services to be provided by the Service Provider shall be as specified in **Chapter 3 i.e. Schedule of Requirement**.

2.6 Service Providers 'Responsibilities

2.6.1 The Service Provider shall provide all the Services included in the Scope of Services in accordance with Scope of Supply Clause of the GCC, and the Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1 Prices quoted by the Service Provider for the Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its bid.

2.8 Application

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

2.9 Use of Contract Documents and Information

2.9.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or sample or test report or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the Service Provider 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.

2.9.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.9.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute.

2.10 Patent Indemnity

2.10.1 The Service Provider shall, subject to the Institute's compliance with GCC Sub-Clause 2.10.2 Indemnify and hold harmless the Institute and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Institute may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of providing the services for conducting the diagnostic tests.

2.10.2 If any proceedings are brought or any claim is made against the Institute, the Institute shall promptly give the Service Provider a notice thereof, and the Service Provider may at its own expense and in the Institute's name, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

2.11 Performance Security:

2.11.1 Within 21 days of receipt of the notification of award/PO, the Service Provider shall furnish performance security in the amount specified in Clause 2 of SCC and the Procurement Order, valid till 60 days after the warranty period.

2.11.2 The proceeds of the performance security shall be payable to the Institute as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

2.11.3 The Performance Security shall be denominated in Indian Rupees

2.11.4 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India in the Form V of Chapter 4 provided in the bidding documents.

Or

(b) A Banker's cheque or Account Payee demand draft in favour of the Institute.

Or

(c) A Fixed Deposit Receipt pledged in favour of the Institute.

2.11.5 The performance security will be discharged by the Institute and returned to the Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.

2.11.6 In the event of any contract amendment, the Service Provider shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.11.7 The order confirmation must be received within 14 days. However, the Institute has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the Institute, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

2.11.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.12 Terms of Payment

2.12.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be as specified in the SCC Clause 5.

2.12.2 The Service Provider's request(s) for payment shall be made to the Institute in writing, accompanied by an invoice describing, as appropriate, the Services performed submitted pursuant to delivery of services and documents as per Clause of the SCC Clause 4 and upon fulfilment of other obligations stipulated in the contract.

2.12.3 **Payments shall be made promptly by the Institute but in no case later than thirty (30) days after submission of the invoice or claim by the Service Provider.** While claiming the payment, the Service Provider should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the Service Provider for claiming the payment have been fulfilled as required under the contract.

2.12.4 Payment shall be made in currency as indicated in the contract.

Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, GST etc.), wherever applicable.

2.13 Change Orders and Contract Amendments

2.13.1 The Institute may at any time, by written order given to the Service Provider pursuant to GCC Clause 2.24 on Notices make changes within the general scope of the Contract in any one or more of the following:

(a) Increase or decrease in the quantity required, in terms of ITB 1.29, 1.30 and GCC Clause 2.26- Option Clause ;

- (b) Changes in schedule of deliveries and terms of delivery;
- (c) Changes in terms of payments and statutory levies;
- (d) Changes due to any other situation not anticipated;

2.13.2 No changes in the price quoted shall be permitted after the Procurement Order has been issued except on account of statutory variations.

2.13.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.14 Assignment

The Service Provider shall not assign to anyone, in whole or in part, its obligations to perform under the Contract, except with the Institute's prior written consent.

2.15 Extension of time.

2.15.1 Performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Institute.

2.15.2 If at any time during performance of the Contract, the Service Provider encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.15.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.16 Penalty/Liquidated Damages

2.16.1 Subject to SCC Clause 6, on Force Majeure, if the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% of the delivered price of the unperformed Services or contract value in case the delivered price of the unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Institute may consider termination of the Contract pursuant to GCC Clause 2.17 on Termination for Default.

2.17 Termination for Default

2.17.1 The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part

- (a) If the Service Provider fails to deliver to perform the required services within the period(s) specified in the contract, or within any extension thereof granted by the Institute pursuant to GCC Clause on Extension of Time;
- or
- (b) If the Service Provider fails to perform any other obligation(s) under the Contract.

(c) If the Service Provider, in the judgment of the Institute has engaged in corrupt or fraudulent or collusive or coercive practices etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.17.2 In the event the Institute terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a) The Performance Security is to be forfeited;

(b) The Institute may procure, upon such terms and in such manner as it deems appropriate, services similar to those not performed, and the Service Provider shall be liable for all available actions against it in terms of the contract.

(c) However, the Service Provider shall continue to perform the contract to the extent not terminated.

2.18 Force Majeure

2.18.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.18.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the Institute in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.18.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Institute in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Institute in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.18.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.19 Termination for Insolvency

The Institute may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Institute.

2.20 Termination for Convenience

2.20.1 The Institute, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Institute's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

2.20.2 The services that have been rendered but its reports not provided and ready to deliver within 15 days after the Service Provider's receipt of notice of termination shall be accepted by the Institute at the Contract terms and prices. For the remaining services, the Institute may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Service Provider an agreed amount for services partially completed on rates previously procured by the Service Provider.

2.21 Settlement of Disputes

2.21.1 The Institute and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.21.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Institute or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.21.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to **Delhi International Arbitration Centre(DIAC), Delhi High Court, New Delhi**. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

2.21.4 The venue of the arbitration shall be the place from where the Procurement Order or contract is issued.

2.21.5 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Institute shall pay the Service Provider any monies due the Service Provider.

2.22 Governing Language

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

2.23 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC Clause 7.

2.24 Notices

2.24.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing by post, e-mail and confirmed in writing to the other party's address specified in the invitation to bid.

2.24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.24.3 The address of the Institute and Contact person details shall be as provided in SCC clause 8 & 9.

2.25 Risk Procurement Clause

If the Service Provider fails to perform the required services within the maximum delivery period specified in the contract or Procurement Order, the Institute may procure, upon such terms and in such a manner as it deems appropriate Services similar to those un performed, the Service Provider shall be liable to the Institute for any excess costs incurred for such similar services.

2.26 Option Clause

The Institute reserves the right to increase or decrease the quantity of the required services/tests up to 25% (Twenty-Five) per cent at any time, till final completion date (or the extended date of the contract), by giving reasonable notice even though the quantity ordered initially has been completed in full before the last date of the completion period (or the extended period).

2.27 Integrity Pact

2.27.1 The SCC Clause 10 shall specify whether an Integrity Pact shall be applicable or not.

2.27.2 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP shall be mentioned in the SCC Clause.

2.28 Order Acceptance

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

ख. अनुबंध की विशेष शर्तें

B. SPECIAL CONDITIONS OF CONTRACT

Table of Contents

| <u>Sl. No.</u> | <u>Ref. of GCC Clause</u> | |
|----------------|---------------------------|---|
| 01 | GCC 2.1.1 (I) | Address of the Institute |
| 02 | GCC 2.11.1 | Amount/percentage of Performance Security |
| 03 | ITB 1.14 | Bid Securing Declaration |
| 04 | GCC 2.12.3 | Documents to be submitted for payment |
| 05 | GCC 2.12.1 | Payment Terms |
| 06 | GCC 2.16.1 | Amount of penalty/Liquidated Damages |
| 07 | GCC 2.23.1 | Applicable Law/Place of Jurisdiction |
| 08 | GCC 2.24.1 | Address of the Institute for Notices |
| 09 | GCC 2.24.1 | Contact Person details for Notices |
| 10 | GCC 2.27.1 | Integrity Pact Clause |

Special conditions of contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| S.N. | GCC Clause Ref | Condition |
|------|----------------|---|
| 01. | GCC 2.1.1 (1) | The Institute is: The Director, CSIR –IGIB, Mall Road, Delhi-110007 |
| 02. | GCC 2.11.1 | The amount of the Performance Security shall be <u>5%</u> of the total contract value. |
| 03. | ITB 1.14 | EMD to be submitted in the form of Bid Securing declaration as per format |
| 04. | GCC 2.12.3 | Details of Documents to be furnished by the Service Provider are : (a) Three copies of Service Provider’s Invoice duly pre-receipted in favour of Director, CSIR-IGIB, Delhi, indicating, inter-alia description and specification of the tests, quantity, unit price, total value. The invoice may be raised on monthly basis for the Labs/Instts where the tests have been satisfactorily completed and reports submitted for that month and sent to CSIR-IGIB (b) Details of the Test reports issued by the diagnostic laboratory in hard/soft copy. (c) Any other document(s) as and when required in terms of the contract. |
| 05. | GCC 2.12.1 | The payment shall be made in Indian Rupees, as follows: (a) The 100% payment of the invoice raised for the tests conducted and report issued on the contract rates per sample per person, shall be paid within 30 days on satisfactory completion of the required Tests and on receipt of the Invoice for the Tests conducted, through RTGS against the pre-receipted bill in triplicate. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (TDS for Income Tax and GST etc.), wherever applicable. |
| 06. | GCC 2.16.1 | The penalty shall be 0.5% per week or part of a week towards late performing the services subject to a maximum of 10%. |
| 07. | GCC 2.23.1 | The place of jurisdiction is Delhi, India. |
| 08. | GCC 2.24.1 | For notices, the Institute’s address is The Director, CSIR-Institute of Genomics & Integrated Biology, Mall Road, Delhi-110007 |
| 09. | GCC 2.24.1 | Contact Person: Sh. Avatar Singh, Principal Technical Officer Electronic mail address: asingh@igib.res.in |
| 10. | GCC 2.27.1 | The integrity pact shall not be applicable in this tender |

CHAPTER 3

Schedule of Requirements

General description of the tests(1-20) as in Table 1:

The services of the tender are required for collaborative study of the Council of Scientific and Industrial Research Institute of Genomics and Integrative Biology (CSIR-IGIB) and the clinical partner, All India Institute of Ayurveda (AIIA) as a part of the Centre of Excellence project at IGIB. As a part of this study diagnostic test panels as per Table-1 need to be performed through a NABL and CAP accredited diagnostic laboratory with scope of the work and reference terms mentioned Table No. 1. Blood, urine and stool samples need to be collected from an estimated 800 participants, from mainly the OPD section of AIIA and clinical genomics laboratory of CSIR-IGIB on daily basis.

CSIR-IGIB reserves the right to retain/modify/add/reorder/remove any activity or group of activities in part or whole to serve the best interests of the CSIR and the project.

Table 1: List of Diagnostic tests required

| Sl. No: | Tests | Sl. No: | Tests |
|---------|--|---------|---|
| 1. | Blood sugar fasting (Plasma) | 11. | Serum KFT (Kidney Function Test) |
| 2. | Blood sugar Post Prandial (Plasma) | | i. Blood Urea ii. Blood Urea Nitrogen iii. Serum Creatinine iv. Serum Uric acid v. Serum Calcium vi. Serum Phosphorous vii. Serum Sodium viii. Serum Potassium ix. Serum Chloride |
| 3. | Glycosylated Hemoglobin (HbA1c) (Plasma) | 12. | Serum TFT (Thyroid Function Test) |
| 4. | Complete Blood Count (Plasma) | | i. Free T3 ii. Free T4 iii. TSH (Ultrasensitive) |
| | i. RBC Count ii. Hemoglobin iii. Hematocrit (PCV) iv. MCV v. MCH vi. MCHC vii. RDW viii. WBC count ix. DLC – Neutrophils, Lymphocytes, Monocytes, Basophils x. Platelet count | 13. | Serum Zinc (Randox chemistry) |

| | | | |
|-----|---|-----|---|
| | | | |
| 5. | Erythrocyte Sedimentation Rate (ESR) (Plasma) | 14. | Serum Vitamin B12 |
| 6. | Serum Lipid profile | 15. | Serum Folate |
| | <ul style="list-style-type: none"> i. Total Cholesterol ii. LDL Cholesterol iii. HDL Cholesterol iv. VLDL Cholesterol v. Triglycerides | 16. | Serum Homocysteine |
| 7. | Serum Apolipoproteins A1 | 17. | PT-INR (Plasma) |
| 8. | Serum Apolipoproteins B | 18. | Metabolic / Inflammatory markers |
| 9. | Serum hsCRP | | a. Serum C-peptide |
| 10. | Serum LFT (Liver Function Test) | | b. Serum Insulin |
| | <ul style="list-style-type: none"> i. Total Bilirubin ii. Conjugated Bilirubin iii. Unconjugated Bilirubin iv. SGOT (AST) v. SGPT (ALT) vi. Alkaline Phosphatase vii. Total Protein viii. Albumin ix. Globulin x. A:G Ratio xi. Gamma Glutamyl Transferase | 19. | Stool analysis (Routine & Microscopic) |
| | | 20. | Urine analysis (Routine & Microscopic) |

GENERAL CONDITIONS TO BE MET MANDATORILY FOR THE TESTS

Sample collection point:

The collection point will be mainly the Hospital section of All India Institute of Ayurveda, Sarita Vihar, New Delhi and from Clinical Genomics Facility of CSIR-IGIB, Mathura Road campus, New Delhi, on daily basis with prior intimation from IGIB. The bidder will be required to make suitable arrangements for all logistics, consumables, and travel of their personnel to the Laboratory /center and for sample collection, transport and storage

Manpower:

One contact personnel from the diagnostic laboratory, if needed, to be allotted exclusively for this project – for coordination with IGIB person for sample pickup, transportation and reporting.

Target sample size:

Approximately 800 human blood, urine and stool samples

Project Duration and Period of agreement:

The initial contract term will be valid until 31st December 2023, with the provision for further extension until the targeted sample size is achieved within the stipulated timeframe.

Sample collection and processing:

- Consumable and logistics for sample collection to be borne by diagnostic lab.
- The laboratory shall bear the utmost responsibility for ensuring the comprehensive safety and security of all samples in every aspect.
- The diagnostic laboratory will be provided with a study participant ID by the sample collection center on day of sample collection for each participant, the same may be used in lieu of name and other identifier information required by diagnostic Laboratory.
- Assay and Equipment of each parameter must remain same for all the samples and corresponding normal range for assay should be provided along with the name of equipment on which that parameter has been done.
- The bidder will ensure the vacutainer tubes remain of the same brand for all the collection centres. (IGIB & AIIA)
- In the event of any unforeseen circumstances such as instrument breakdown or unavailability of reference standards, rendering the laboratory unable to undertake the analysis of a sample, it shall be the obligation of the laboratory to promptly report such instances to CSIR-IGIB without delay.
- Quality Control charts related to equipment's performance to be provided by diagnostic laboratory initially and on regular basis as may be required.
- If a sample received is not processed for insufficient quantity, haemolysis, lipidemic or any other reason, diagnostic laboratory will inform on priority to the Lab coordinator of CSIR side by end of TAT
- Amount of sample remaining after performing tests should be stored in appropriate conditions and handed over to CSIR-IGIB for further research use.

Data Privacy & Confidentiality:

The laboratories shall strictly adhere to confidentiality protocols, ensuring the non-disclosure and non-utilization of personal information pertaining to patients whose samples have been tested. The diagnostic laboratory needs to agree that data will also not be used for any publication purposes or research. Data will be property of CSIR and when instructed would be required to delete them from their servers without violating NABL guidelines

Test reports:

- The laboratories shall be responsible for providing comprehensive reports and data for all conducted tests in both hard copy format, as well as Excel and PDF formats, ensuring accessibility and ease of reference.
- TAT to report is 72 hours
- The reports furnished by the laboratories must include the normal reference ranges for all tests, (male, female and age stratified if applicable) along with explicit details regarding the techniques and chemistry employed during the testing process, thus facilitating accurate interpretation and analysis.
- In the event of any discrepancies or outlier values observed, the laboratories shall conduct repetition of tests for validation purposes, ensuring the reliability and accuracy of the reported results.
- Estimation of HbA1c should be performed using the NGSP standardized method.

Other conditions:

1. The bidder should be able to provide daily/monthly QC data and calibration with LJ charts and batch processing information on demand
2. The diagnostic laboratory must quote separate rates for all the tests as mentioned in the BOQ. The rates quoted by the bidder shall not be more than the approved rates of CGHS. The lowest bidder (L1) will be ascertained on the basis of the total amount of all the rates which will be a rate (unit rate) for one sample of each person. That means the lowest bid will be decided on the basis of lot rates and not item-wise.

Payment terms:

- Payment for services rendered shall be made on a monthly basis as per the calendar month. The bidder is required to submit the bill in triplicate, accompanied by comprehensive details of all tests conducted during the respective month.
- Payment shall be released through RTGS after completion of work satisfactorily. The bidder should provide bank details in the bid for arranging the payment.
- The tender does not entertain or consider any provisions for advance payment terms.

CHAPTER 4

योग्यता की शर्तें

Qualification Requirements/Qualifying Criteria

1. The Reference Laboratory of the bidder, where samples will be processed and analyzed need to be NABL and CAP accredited and should retain the accreditation through the project duration. NABL de-accreditation may result in termination of purchase/work order. (copy of the existing NABL and CAP accreditation to be submitted with the Technical Bid)
2. The bidder should possess at least one fully owned or controlled laboratory facility situated in Delhi or the neighboring cities within the National Capital Region (NCR), ensuring a robust infrastructure to support the anticipated scope of work.
3. The laboratory should have all necessary instruments, equipment, and required mandatory facilities for testing and analysis, including microbiological testing.
4. The laboratory must have valid certification for testing the samples as mentioned in this tender.
5. The laboratory should have a minimum of three years extensive experience in providing comprehensive laboratory services, showcasing expertise and proficiency in the field.
6. The bidder's self-owned laboratory located within the NCR should have successfully conducted and reported a substantial volume of tests, totaling a minimum of 100,000 (one lakh) tests per year during the last three years. This criterion showcases the laboratory's capacity and capability to handle a significant workload effectively. The laboratory should either provide evidence of the same or submit a certificate to this effect.
7. The bidder is required to possess and provide valid documentation for GST registration, PAN card, and Biomedical Waste (BMW) authorization, thereby complying with the regulatory framework governing financial and waste management practices.
8. The bidder must be a legally recognized business entity, duly registered under the relevant legal framework of the jurisdiction.
9. The laboratory must have ample trained technical staff and have to submit the related document evidence.
10. The laboratory should not have been banned, debarred, blacklisted, or deregistered by any state or central government organizations, procurement agencies, or any national/international agencies.
11. The testing facility where the samples will be processed should be of the bidder and not aggregated/outsourced
12. Bidder should have a fully automated Laboratory for processing of samples with no manual interventions.
13. All the instructions and terms & conditions of this NIT must be complied failing which the offer may be liable for rejection.

CHAPTER 5

अनुबंध का प्रारूप

Contract Form

Contract No: _____

Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].
BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by the CSIR-Institute of Genomics & Integrative Biology, Near Jubilee Hall, Mall Road, Delhi-110007, India (hereinafter called “the Institute”), and

(2) [*insert name of Service Provider*], a corporation incorporated under the laws of [*insert: country of Service Provider*] and having its principal place of business at [*insert: address of Service Provider*] (hereinafter called “the Service Provider”).

WHEREAS the Institute invited bids for certain Services, viz., Conducting of Diagnostic Tests of employees, pensioners and their families of the CSIR Laboratories/Institutes located in various part of the country as mentioned in the NIT/Procurement Order and has accepted a Bid by the Service Provider for providing the required Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Institute and the Service Provider, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) The Institute’s Notification of Award i.e. Procurement Order
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Schedule of Requirements
- (f) The Service Provider’s Bid and
- (g) BOQ

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Institute to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Institute to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Institute hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Service Provider

Signed: [insert signature of authorized representative(s) of the Service Provider]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

CHAPTER 6

अन्य निर्धारित प्रारूप

Other Standard Forms

(To be submitted as indicated against each)

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| S. No. | Name |
|--------|--|
| I. | Bidder Information Form (to be submitted with the technical bid) |
| II. | Bid Securing Declaration. (to be submitted with the technical bid) |
| IV. | Bid's Undertaking Form (to be submitted with the priced bid) |
| V. | Performance Security Form (to be provided by the successful bidder on award of the contract) |
| VII. | Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. (to be submitted with the technical bid) |

Note: Please refer clause 1.5.1 of the bidding documents for other documents to be attached with the bids/offers.

Form I

Bidder Information Form

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

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

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

Page 1 of _____ pages

| | |
|-----|--|
| 01. | Bidder's Legal Name <i>[insert Bidder's legal name]</i> |
| 02. | In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i> |
| 03. | Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i> |
| 04. | Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i> |
| 05. | Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i> |
| 06. | NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE: |
| 07. | Are you a MSE registered for the Item under "Services": if Yes then furnish details of the certificate, date and validity along with copy of the same? Do you intend to opt for the purchase preference policies of Government of India as applicable to MSE in this tender? If So, write Yes: |
| 08. | Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above. |

Signature of Bidder _____

Name _____

Business Address _____

Form II

Bid Securing Declaration Form

Date: _____
Bid No. _____

To (insert complete name and address of the Institute)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the Institute during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Form III

Bid's Undertaking Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

Invitation for Bid No.: *[insert No of IFB]* To: *[insert complete name of Institute]* We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

(b) We offer to provide required services in conformity with the Bidding Documents.

(c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the various amounts]*;

(e) Our bid shall be valid for a period ofmonths but not later than the time specified in ITB Sub-Clause 1.15 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to submit a performance security in accordance with ITB Clause 1.35 and GCC Clause 2.11 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.35 and GCC Clause 2.28;

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

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

Form IV

PERFORMANCE SECURITY FORM

To,
.....

WHEREAS (name and address of the Service Provider) (hereinafter called “the Service Provider”) has undertaken, in pursuance of contract No. datedto **provide the Services for conducting the diagnostic tests** (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits 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.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Form V

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Institute)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal