



सीएसआईआर-जीनोमिकी और जीव-विज्ञान समवेत संस्थान  
**CSIR- INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY**  
जुबली हाल के नजदीक, मॉल रोड़, दिल्ली-110007 (भारत)  
**Jubilee Hall, Mall Road, Delhi – 110007 (India)**

TENDER NO: IGIB/Gen/2020-21/Services(04)

Date: 24/12/2020

## **TENDER DOCUMENT FOR**

### **Biochemical and immunochemistry analysis from plasma/serum samples**

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**Website: [www.igib.res.in](http://www.igib.res.in)**

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## CRITICAL DATE SHEET

<b>Sl.No.</b>	<b>Stage</b>	<b>Date</b>
<b>1.</b>	<b>Publish Date</b>	<b>24/12/2020</b>
<b>2.</b>	<b>Sale/document Download Start Date</b>	<b>24/12/2020</b>
<b>3.</b>	<b>Last Date &amp; time for receipt of queries</b>	<b>07/01/2021</b>
<b>4.</b>	<b>Bid Submission Start Date</b>	<b>24/12/2020</b>
<b>5.</b>	<b>Bid Submission End Date &amp; Time</b>	<b>13/01/2021 upto 12.00 PM</b>
<b>6</b>	<b>Technical Bid Opening Date &amp; Time</b>	<b>14/01/2021 at 12.00 PM</b>

**Note:**

- 1. The contract is likely to be finalised within 45 days from the date of opening of the financial bids of the technically qualified bidders.**
- 2. The bids must be submitted as per instructions for online bid submission given in the tender document.**

# CHAPTER 1: INSTRUCTIONS TO BIDDERS

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# **CHAPTER 1**

## **INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

#### **1. Introduction to IGIB**

CSIR-Institute of Genomics & Integrative Biology (IGIB) is one of the premier laboratories under Council of Scientific & Industrial Research (CSIR). Its Research & Development activities include various areas of modern biotechnology and biological sciences such as allergy and infectious diseases, molecular pathogenesis and recombinant DNA technology while focusing mainly on Genomics and Bio-informatics.

#### **1.1. Eligible Bidders**

1.1.1 This Invitation for Bids is open to Service Providers duly authorised by the concerned OEMs wherever applicable.

1.1.2 Bidders should not be associated, or have not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CSIR-IGIB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be rendered under this Invitation of Bids.

1.1.3 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

1.1.4 The bidders who have been temporarily suspended or removed from the list of registered Contractors by the CSIR-IGIB or banned from Ministry/country wide procurement shall not be eligible for participation in the bidding process.

#### **1.2 Cost of Bidding**

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the CSIR-IGIB", 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 The bidders should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered vendors, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India etc.

1.3.2 **Code of integrity for Public Procurement:** The CSIR-IGIB as well as bidders, Contractors, 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 CSIR-IGIB, 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 CSIR-IGIB 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 CSIR-IGIB with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the CSIR-IGIB’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 CSIR-IGIB’s Entity’s rights of audit or access to information;

### 1.3.3 Obligations for Proactive disclosures

- i) The CSIR-IGIB as well as bidders, Contractors and consultants are obliged under Code of Integrity for Public Procurement to sue-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 CSIR-IGIB. 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 CSIR-IGIB to other penal provisions as per the bid documents or contract, if the CSIR-IGIB comes to a conclusion that a (prospective) bidder/Contractor, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the CSIR-IGIB may take appropriate measures including one or more of the following:

- i) **If the bid is 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 CSIR-IGIB;
  - 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 CSIR-IGIB along with interest thereon at the prevailing rate.
- iii) **Provisions in addition to above:**
  - a) Removal from the list of registered vendors and banning/debarment of the bidder from participation in future procurements of the CSIR-IGIB for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **B. The Bidding Documents**

### **1.4 Cost of Tender Documents**

- 1.4.1 Interested eligible bidders may download the bidding documents from Central Public Procurement Portal (CPPP) <https://etenders.gov.in> or IGIB website [www.igib.res.in](http://www.igib.res.in) to prepare the bid carefully and submit through online mode.



## **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 the following Chapters:

**Chapter 1: Instructions to Bidder (ITB)**

**Chapter 2: Conditions of Contract**

**A. General Conditions of Contract (GCC)**

**B. Special Conditions of Contract (SCC)**

**Chapter3: Instructions for Online Bid Submission**

**Chapter 4: Schedule of Requirement & Technical Specifications and Other Details**

**Chapter 5: Compliance Sheet**

**Chapter 6: Contract Form**

**Chapter 7: Other Forms:**

**(1) Bid Security Form**

**(2) Performance Security form**

**(3) Format for declaration by the bidder for code of integrity and Conflict of interest.**

**(4) Bidder Information Form**

**(5) Performance Statement form**

**(6) Bid Form**

**(7) Bid Securing declaration from**

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 tender documents**

1.6.1 A prospective Bidder requiring any clarification of the Biding Documents shall contact CSIR-IGIB in writing at the address specified in the Special Conditions of Contract (SCC), latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the CSIR-IGIB deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause 1.7 of ITB relating to amendment of Tender Documents and Clause 1.8.1 relating to Deadline for Submission of Bids. The queries, clarifications and amendments issued would also be hosted on the website of the CSIR-IGIB for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

## **1.7 Amendment of Tender Documents**

- 1.7.1 At any time prior to the deadline for submission of bids, the CSIR-IGIB 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 also be hosted on the website of the CSIR-IGIB 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 CSIR-IGIB, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the CSIR-IGIB.

## **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 CSIR-IGIB 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**

- 1.9.1 The CSIR-IGIB 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 and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements for Domestically Manufactured Electronic Products.

### **1.10. Documents Comprising the Bid**

- 1.10.1 The bid prepared by the Bidder shall include documents as under:

#### **A. Technical bid**

- (a) Technical Literature;
- (b) Commercial terms & conditions;
- (c) Copy of MSME Certificate;
- (d) Other standard forms as mentioned in Chapter-7 of the tender document;
- (e) Copy of GST Certificate.
- (f) Bank Details for remittance;

- (g) Schedule of requirement;
- (h) Self certification regarding minimum local content;

**B Price bid**

- (a) Bid form;
- (b) Applicable Price Schedule Form i.e. BOQ (shall be available on the portal against our tender document);

**1.11. Bid form and price schedule**

1.11.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**1.12. Bid Prices**

1.12.1 The Bidder shall indicate in the appropriate price schedule form, the unit prices and total bid prices of the services, it proposes to supply under the contract.

1.12.2 GST and other taxes, which will be payable on the services if the contract is awarded should be mentioned in the price schedule form.

1.12.5 The price quoted shall remain fixed during the contract period and shall not vary on any account

1.12.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.12.7 **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 only.

**1.14. Documents Establishing Bidder's Eligibility and qualifications**

1.14.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

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

1.14.3 CSIR-IGIB is eligible to avail the concessional GST Rate as applicable on Public Funded Research Institutes as per notification No. 45/2017- Central Tax (Rate) and 47/2017- Integrated Tax.

1.14.4 Bidder should mention its GST No. in the Bid. The HSN Code of the items of bid may be mentioned against each.

## **1.15. Bid Security**

- 1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Notice Inviting Tender (NIT).
- 1.15.2 The bid security is required to protect CSIR-IGIB against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.15.3 The bid security should be in Indian Rupees and submitted in one of the following forms at the bidders' option:
- (a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or
  - (b) Fixed Deposit receipt pledged in favour of the Lab. /Institute.
  - (c) A Banker's cheque or demand draft in favour of the Director, CSIR-IGIB issued by any Scheduled commercial bank in India.
- 1.15.4 The bid security shall be payable promptly upon written demand by the CSIR-IGIB in case the conditions listed in the ITB clause 1.15.8 are invoked.
- 1.15.5 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.
- 1.15.7 Bidders that are registered as MSEs shall be exempted from payment of EMD. The bidder should furnish a certified copy of its valid registration. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further, firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the public procurement policies for MSEs.
- 1.15.8 The bid security may be forfeited:
- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
- 1.15.9 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, the banker issuing the Bank Guarantee should be advised by the bidder to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee with a covering**

letter directly to CSIR-IGIB to compare it with the original BG for the correctness, genuineness, etc.

**NOTE:** The scan copy of the EMD and in case of exemption the scan copy of the relevant certificate should be submitted with online bid.

#### **1.16. Period of Validity of Bids**

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

1.16.2 In exceptional circumstances, CSIR-IGIB 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, fax 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.

### **D. Submission of Bids**

#### **1.17. Submission of Bids**

1.17.1 The bidders shall submit their bids online through Central Public Procurement Portal <https://etenders.gov.in> as per Instructions for online Bid submission given in Chapter 3. Bids received in the form of hard copy/ FAX/E-mail will not be considered.

#### **1.18. Deadline for Submission of Bids**

1.18.1 Bids must be submitted well in time but not later than the time and date specified in invitation for bids.

#### **1.18.2 Amendment of Bidding Documents**

1.18.3 At any time prior to the deadline for submission of bids, CSIR-IGIB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. The amendment made so would also be hosted on the website of the CSIR-IGIB and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.18.4 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the CSIR-IGIB, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the CSIR-IGIB.

#### **1.19. Late Bids**

1.19.1 Any bid received by CSIR-IGIB after the deadline for submission of bids prescribed by the CSIR-IGIB will be rejected.

## **E. Opening and Evaluation of Bids**

### **1.20 Opening of Bids by the CSIR-IGIB**

1.20.1 The CSIR-IGIB will open the bids through online as per the schedule given in Critical Date Sheet. In two-part bidding, only the technical bid shall be opened on the Bid Opening Date and time as mentioned in the Critical Date Sheet. The financial bids of the bidders found responsive & technically acceptable shall be opened after evaluation of the technical bids.

### **1.21. Confidentiality**

1.21.1 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.

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

### **1.22. Clarification of Bids**

1.22.1 To assist in the examination, evaluation, comparison and post qualification of the bids, CSIR-IGIB 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 CSIR-IGIB. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the CSIR-IGIB shall not be considered.

### **1.23. Preliminary Examination**

1.23.1 The CSIR-IGIB 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.

1.23.2 The CSIR-IGIB 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 shall be rejected.

(a) Bid Form and Price Schedule Form (BOQ), in accordance with ITB Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who 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 Bid is unsigned.

(ii) The Bidder is not eligible.

(iii) The Bid validity is shorter than the required period.

(iv) Bidder has not agreed to give the required performance security.

(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.

## **1.24 Bidder's right to question rejection.**

1.24.1 A Bidder shall have the right to be heard in case the bidder 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 i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid 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 pre-qualification bid;
- iii) Following decisions of the CSIR-IGIB 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.

## **1.25 Responsiveness of Bids**

1.25.1 Prior to the detailed evaluation, the CSIR-IGIB 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 Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the CSIR-IGIB'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.

1.25.2 The CSIR-IGIBs' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.25.3 If a bid is not substantially responsive, it will be rejected by the CSIR-IGIB and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

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

## **1.26 Non-Conformity, Error and Omission**

1.26.1 Provided that a Bid is substantially responsive, the CSIR-IGIB may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.26.2 Provided that a bid is substantially responsive, the CSIR-IGIB 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.

1.26.3 Provided that the Bid is substantially responsive, the CSIR-IGIB 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 CSIR-IGIB 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.

1.26.4 Provided that a bid is substantially responsive, the CSIR-IGIB may request that a bidder may confirm the correctness of arithmetic errors as done by the CSIR-IGIB within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

## **1.27 Examination of Terms & Conditions, Technical Evaluation**

1.27.1 The CSIR-IGIB shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.27.2 The CSIR-IGIB shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.25, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.27.3 If, after the examination of the terms and conditions and the technical evaluation, CSIR-IGIB determines that the Bid is not substantially responsive in accordance with ITB Clause 1.25, it shall reject the Bid.



## **1.28 Evaluation and comparison of bids**

1.28.1 The CSIR-IGIB shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.28.2 To evaluate a Bid, CSIR-IGIB shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.28.3 The bids shall be evaluated on the basis of final cost which shall be arrived as under:

(i) The price of the services quoted ex-works including all taxes already paid.

(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.

## **1.29 Contacting the CSIR-IGIB**

1.29.1 Subject to ITB Clause 1.22, no Bidder shall contact the CSIR-IGIB on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.29.2 Any effort by a Bidder to influence the CSIR-IGIB in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

## **1.30 Post qualification**

1.30.1 In the absence of pre-qualification, the CSIR-IGIB 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 1.14.

1.30.2 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 CSIR-IGIB deems necessary and appropriate.

1.30.3 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.

# **F. AWARD OF CONTRACT**

## **1.31 Negotiations**

1.31.1 Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

## **1.32 Award Criteria**

1.32.1 Subject to ITB Clause 1.35, the CSIR-IGIB 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. The details of the award would be hosted on the website of the CSIR-IGIB.

### **1.33 CSIR-IGIB's right to vary Quantities at the Time of Award**

1.33.1 The CSIR-IGIB reserves the right at the time of Contract award to increase or decrease the quantity of products under the scope of the contract from the originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

### **1.34 Option Clause**

1.34.1 The CSIR-IGIB reserves the right to increase or decrease the quantity of the required products upto 25% during the currency of the contract.

### **1.35 CSIR-IGIB's right to accept Any Bid and to reject any or All Bids**

1.35.1 The CSIR-IGIB 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.

### **1.36 Notification of Award**

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

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

1.36.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.39, the CSIR-IGIB will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **1.37 Signing of Contract**

1.37.1 Promptly after notification, the CSIR-IGIB shall send the successful Bidder the Purchase Order.

1.37.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall arrange to sign a Contract with CSIR-IGIB.

### **1.38 Order Acceptance**

1.38.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and its bid security is liable to be forfeited pursuant to clause 1.15.8 of ITB.

1.38.2 The order confirmation must be received within 15 days. However, the CSIR-IGIB 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 CSIR-IGIB, 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.

### **1.39 Performance Security**

- 1.39.1 Within 21 days of receipt of the notification of award/PO, the service provider shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.
- 1.39.2 The proceeds of the performance security shall be payable to the CSIR-IGIB as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 1.39.3 The Performance Security shall be denominated in Indian Rupees for the offers received for services within India.
- 1.39.4 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 provided in the bidding documents. Or
  - (b) A Banker's cheque or Account Payee demand draft in favour of the CSIR-IGIB. Or,
  - (c) A Fixed Deposit Receipt pledged in favour of the CSIR-IGIB.
- 1.39.5 The performance security will be discharged by the CSIR-IGIB and returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 1.39.6 In the event of any contract amendment, the Contractor 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.
- 1.39.7 The performance security must be received within 21 days. However, CSIR-IGIB 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 CSIR-IGIB, 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.

# **CHAPTER 2**

## **CONDITIONS OF CONTRACT**

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

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## **A. 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 CSIR-IGIB and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (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 (Contractor) 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 Contractor in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Services" means all the services as mentioned in the Schedule of Requirement and to be rendered by the service provider (Contractor) to CSIR-IGIB under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Sub-contractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the related Services is sub-contracted by the Contractor.
- (k) "Service Provider or Contractor" 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 CSIR-IGIB and is named as such in the Contract Agreement.
- (l) 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-11000, India.
- (m) The "CSIR-IGIB" means CSIR-Institute of Genomics & Integrative Biology, a constituent Institute of the Council situated at Mall Road, Delhi-110007, India as specified in SCC.
- (n) "The final destination," where applicable, means the place named in the SCC.

### **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 CSIR-IGIB to other penal provisions as per the bid documents or contract, if the CSIR-IGIB comes to a conclusion that a (prospective) bidder, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the CSIR-IGIB 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 CSIR-IGIB;
- 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 CSIR-IGIB along with interest thereon at the prevailing rate.
- d) Provisions in addition to above:
  - 1) Removal from the list of registered vendors/Contractors and banning/debarment of the bidder from participation in future procurements of the CSIR-IGIB for a period not less than one year;
  - 2) In case of anti-competitive practices, information for further processing may be filed 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 CSIR-IGIB 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 CSIR-IGIB.

## **2.5 Scope of Supply**

**2.5.1** The Services to be rendered shall be as specified in Chapter 4 i.e. Schedule of Requirement and Specifications & allied technical details.

## **2.6 Contract period and Price**

**2.6.1** The agreement shall be signed between CSIR-IGIB and the Service Provider. The services agreement will be effective at respective sites as per the date intimated by CSIR-IGIB to the Service Provider.

Prices charged 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.

## **2.7 Application**

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

## **2.8 Use of Contract Documents and Information**

- 2.8.1 The Service Provider shall not, without the CSIR-IGIB's prior written consent, disclose the Contract, or any provision thereof, or any information furnished by or on behalf of the CSIR-IGIB 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.
- 2.8.2 The Service Provider shall not, without the CSIR-IGIB's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.8.3 Any document, other than the Contract itself, enumerated above shall remain the property of the CSIR-IGIB and shall be returned (in all copies) to the CSIR-IGIB on completion of the Service Provider's performance under the Contract if so required by the CSIR-IGIB.

## **2.9 Performance Security**

- 2.9.1 Within 21 days of receipt of the notification of award/PO, the Contractor shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period
- 2.9.2 The proceeds of the performance security shall be payable to the CSIR-IGIB as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 2.9.3 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 provided in the bidding documents.  
Or
  - (b) A Banker's cheque or Account Payee demand draft in favour of the CSIR-IGIB.  
Or
  - (c) A Fixed Deposit Receipt pledged in favour of the CSIR-IGIB.
- 2.9.4 The performance security will be discharged by the CSIR-IGIB and returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.9.5 In the event of any contract amendment, the Contractor 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.

## **2.10 Limitation of Liability**

Notwithstanding anything contained herein, neither Party (Service provider & CSIR-IGIB) shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Service Provider) that may arise out of or result from this Agreement. The aggregate liability of Service Provider under this Agreement, shall not exceed the fees/charges received by Service Provider under this Agreement during the three months preceding the date of such claim.

## **2.11 Terms of Payment**

- 2.11.1 The method and conditions of payment to be made to the Contractor under this Contract shall be as specified in the SCC.
- 2.11.2 The Contractor's request(s) for payment shall be made to the CSIR-IGIB in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to fulfilment of other obligations stipulated in the contract.
- 2.11.3 Payments shall be made promptly by the CSIR-IGIB but in no case later than thirty (30) days after submission of the invoice or claim by the Contractor.
- 2.11.4 Payment shall be made in currency as indicated in the contract.
- 2.11.5 GST Number 07AAATC2716R4ZE of CSIR-IGIB must be mentioned in the Invoice present for payment.
- 2.11.6 The payments are subject to bidder having furnished the performance guarantee for stipulated amount, as per relevant section of the General Conditions of Contract.
- 2.11.7 All payments shall as far as possible, be released within 30 days after receipt of relevant documents complete in all respects
- 2.11.8 The SERVICE PROVIDER's request (s) for payment shall be made to CSIR-IGIB in writing accompanied by an invoice describing, as appropriate, the services performed, and upon fulfilment of other obligations stipulated in the Contract.
- 2.11.9 Submission of the bills by the Service Provider shall be deemed to imply that he has complied with all the statutes and that he shall be wholly and solely responsible for any default by him or his representatives.

## **2.12 Change Orders and Contract Amendments**

- 2.12.1 The CSIR-IGIB may at any time, by written order given to the Contractor pursuant to Clause on Notices of the GCC 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, exercise of quantity option clause;
  - (b) Changes in schedule of deliveries and terms of delivery;
  - (c) The changes in inspection arrangements;
  - (d) Changes in terms of payments and statutory levies;
  - (e) Changes due to any other situation not anticipated;
- 2.12.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.
- 2.12.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.



2.12.4 All / any modifications leading to amendments in the contract with respect to technical and / or commercial conditions shall be considered valid and applicable from the date of signing of such amendments with the mutual consent of CSIR-IGIB and Service Provider. CSIR-IGIB shall notify the Service Provider about such amendments in writing. The Service Provider shall carry out the work assigned to him strictly in accordance with all the provisions of this contract.

### **2.13 Assignment**

2.13.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the CSIR-IGIB's prior written consent.

### **2.14 Sub-contracts**

2.14.1 The Contractor shall notify the CSIR-IGIB in writing of all sub-contracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Contractor from any liability or duties or obligation under the contract.

### **2.15 Extension of time.**

2.15.1 Performance of the Services shall be made by the Contractor in accordance with the time schedule specified by the CSIR-IGIB.

2.15.2 Except as provided under the Force Majeure clause of the GCC, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor 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 Liquidated Damages**

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

#### **2.16.2 Non Performance Deductions/Penalties**

- (a) The parties agree that the sum specified as Non performance deduction is not a penalty but a pre-estimate of the loss/damage which will be suffered by CSIR-IGIB on account of delay/breach on the part of the SERVICE PROVIDER and the said amount will be deductible without proof of actual loss or damage caused by such delay/breach.
- (b) The non performance deductions etc shall be calculated and submitted to CSIR-IGIB by the Service Provider as per parameters/ methodology indicated. Using the methodology indicated, CSIR-IGIB shall certify the same. The Service Provider along with the bill shall submit the calculations to this effect.
- (c) The parameters for non performance deductions of the Service Provider are stipulated below. If the Service Provider fails to meet the Service Level Requirement (SLR) in any period of the contract, CSIR-IGIB may without prejudice to any other rights or remedy available, deduct from the Service Provider's quarterly bill, an amount equivalent to and as per parameters indicated therein. CSIR-IGIB is not obliged to forewarn, communicate or intimate the Service Provider regarding the same and it shall be the Service Provider's responsibility to be aware and keep a record of terms & conditions or his failure in any respect thereof.

- (d) All cumulative deductions due to non-performance etc. shall be made concurrently and independently of each other. Total cumulative deductions due to non-performance, shall be maximum of 10% of total invoice value for that quarter.
- (e) However, the above stipulation of ceiling on deductions shall be subject to the following exceptions/ exemptions:-
  - i. Any deductions due to any reason not listed shall not be subject to the ceiling on the deductions. This shall include any deductions arising out of or due to violation or application of any statutory laws & rules of the land or of CSIR-IGIB or otherwise; and
  - ii. Deductions specifically mentioned to be exempted from such ceiling shall be exempted as such.
- (f) Parameters/ Metric for Non Performance Deductions:-

The detailed severity level and SLA are mentioned in technical details of the tender.

Any reduction of 0.5% Service Level S1 / S2 / S3 / S4 shall attract a penalty of 2% / 1% / 0.5% / 0.5% respectively, of the respective quarterly contract value. The maximum penalty on account of SLA shall be limited to a maximum of 10% of quarterly contract value.

NOTE: Pro-rata charges payable under the contract, indicated in above shall imply the all inclusive rates including GST.

The upper cap of any type of deduction (penalty and/or non-performance) shall be 10% of the quarterly billing value. In case the bidder's deduction touches the upper limit in consecutive 3 Billing terms, CSIR-IGIB can initiate the termination of contract at our discretion as per the exit clause in the contract.

## **2.17 Termination for Default**

2.17.1 The CSIR-IGIB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part

- (a) If the Contractor fails to perform the services within the period(s) specified in the contract, or within any extension thereof granted by the CSIR-IGIB pursuant to GCC Clause on Extension of Time; or
- (b) If the Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Contractor, in the judgment of the CSIR-IGIB 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 CSIR-IGIB 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 CSIR-IGIB may procure, upon such terms and in such manner as it deems appropriate, services similar to those not performed, and the Contractor shall be liable for all available actions against it in terms of the contract.
- (c) However, the Contractor 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 Contractor 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 Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the CSIR-IGIB 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 Contractor shall promptly notify the CSIR-IGIB in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR-IGIB in writing, the Contractor 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 of Contract**

- 2.19.1 The CSIR-IGIB may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CSIR-IGIB.
- 2.19.2 This contract shall commence on the Effective Date and shall remain in force unless terminated in accordance with the terms set forth. If both the parties i.e. CSIR-IGIB and the service provider have mutually agreed, the contract may be renewed for further period of one year after the initial term of three years with the same rates, terms & conditions.

## **2.20 Termination for Convenience**

- 2.20.1 The CSIR-IGIB, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the CSIR-IGIB's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.20.2 Either Party (CSIR-IGIB and the service provider) shall have the right to terminate this contract at any time:
- (i). Without Cause and for Convenience – On the delivery of ninety (90) calendar days' prior written notice
  - (ii). With Cause – in the event that the other party commits a material breach of the contract and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty(30) days.
- 2.20.3 Effect of Termination:- Upon expiration or termination of this agreement all rights and benefits granted by this Agreement shall revert to the respective parties and CSIR-IGIB shall pay all amounts due to the Service Provider upto the effective date of termination.

## **2.21 Settlement of Disputes**

2.21.1 The CSIR-IGIB and the Contractor 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 CSIR-IGIB or the Contractor 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 Services under the Contract.

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

“In case of Dispute or difference arising between the CSIR-IGIB and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order”.

2.21.4 The venue of the arbitration shall be the place from where the purchase 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 CSIR-IGIB shall pay the Contractor any amount due to the Contractor.

## **2.22 Governing Language**

2.22.1 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**

2.23.1 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.

## **2.24 Notices**

2.24.1 Any notice given by one party to the other pursuant to the contract/order shall be sent to the other party in writing or FAX or e-mail and confirmed in writing to the other party's address specified in the SCC.

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

2.24.3 All payments due under the contract shall be paid after deduction of statutory Levies (at source) (like IT, etc.) wherever applicable.

## B. SPECIAL CONDITIONS OF CONTRACT

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
1	GCC 2.1.1(m)	The CSIR-IGIB is: <b>CSIR-Institute of Genomics &amp; Integrative Biology, Near Jubilee Hall, Mall Road, Delhi-11007</b>
	GCC2.2.11.1	Payment shall be made after rendering satisfactory services on on submission of bill by the Contractor duly certified by the user scientist for satisfactory services.
11	GCC 2.23.1	The place of jurisdiction is Delhi/New Delhi
12	GCC 2.24.1	For notices, the <b>CSIR-IGIB's</b> address is  <b>The Director CSIR-IGIB, Near Jubilee Hall, Mall Road, Delhi-110007</b>
13	GCC 2.24.1	Telephone: :+91-11-27662099  Electronic mail address: <a href="mailto:services@igib.res.in">services@igib.res.in</a> , <a href="mailto:sanjeev.kulshan@igib.res.in">sanjeev.kulshan@igib.res.in</a>

## **CHAPTER 3**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). The BOQ in Excel file is protected. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



## **CHAPTER 4**

### **Schedule of Requirement, Technical Specifications & Other Details**

#### **Annexure I**

#### **CSIR laboratories**

- CSIR-Advanced Materials and Processes Research Institute (CSIR-AMPRI), Bhopal
- CSIR-Central Building Research Institute(CSIR-CBRI), Roorkee
- CSIR-Centre for Cellular Molecular Biology(CSIR-CCMB), Hyderabad
- CSIR-Central Drug Research Institute(CSIR-CDRI), Lucknow
- CSIR-Central Electrochemical Research Institute(CSIR-CECRI), Karaikudi
- CSIR-Central Electronics Engineering Research Institute(CSIR-CEERI), Pilani
- CSIR-Central Food Technological Research Institute(CSIR-CFTRI), Mysore
- CSIR-Central Glass Ceramic Research Institute(CSIR-CGCRI), Kolkata
- CSIR-Central Institute of Medicinal Aromatic Plants(CSIR-CIMAP), Lucknow
- CSIR-Central Institute of Mining and Fuel Research(CSIR-CIMFR) Dhanbad
- CSIR-Central Leather Research Institute(CSIR-CLRI), Chennai
- CSIR-Central Mechanical Engineering Research Institute(CSIR-CMERI), Durgapur
- CSIR-Central Road Research Institute(CSIR-CRRI), New Delhi
- CSIR-Central Scientific Instruments Organisation(CSIR-CSIO), Chandigarh
- CSIR-Central Salt Marine Chemicals Research Institute(CSIR-CSMCRI), Bhavnagar
- CSIR Fourth Paradigm Institute(CSIR-4PI), Bengaluru
- CSIR-Institute of Genomics and Integrative Biology(CSIR-IGIB), Delhi
- CSIR-Institute of Himalayan Bioresource Technology(CSIR-IHBT), Palampur
- CSIR-Indian Institute of Chemical Biology(CSIR-IICB), Kolkata
- CSIR-Indian Institute of Chemical Technology(CSIR-IICT), Hyderabad
- CSIR-Indian Institute of Integrative Medicine(CSIR-IIIM), UT of J&K
- CSIR-Indian Institute of Petroleum(CSIR-IIP), Dehradun
- CSIR-Indian Institute of Toxicology Research(CSIR-IITR), Lucknow
- CSIR-Institute of Minerals and Materials Technology(CSIR-IMMT), Bhubaneswar
- CSIR-Institute of Microbial Technology(CSIR-IMTECH), Chandigarh
- CSIR-National Aerospace Laboratories(CSIR-NAL), Bengaluru
- CSIR-National Botanical Research Institute(CSIR-NBRI), Lucknow
- CSIR-National Chemical Laboratory(CSIR-NCL), Pune
- CSIR-National Environmental Engineering Research Institute(CSIR-NEERI), Nagpur
- CSIR-North - East Institute of Science and Technology(CSIR-NEIST), Jorhat

- CSIR-National Geophysical Research Institute(CSIR-NGRI), Hyderabad
- CSIR-National Institute For Interdisciplinary Science and Technology(CSIR-NIIST),Thiruvananthapuram
- CSIR-National Institute of Oceanography(CSIR-NIO), Goa
- CSIR-National Institute of Science Communication And Information Resources(CSIR-NISCAIR), New Delhi
- CSIR-National Institute of Science, Technology And Development Studies(CSIR-NISTADS), New Delhi
- CSIR-National Metallurgical Laboratory(CSIR-NML), Jamshedpur
- CSIR-National Physical Laboratory(CSIR-NPL), New Delhi
- CSIR-Structural Engineering Research Centre(CSIR-SERC), Chennai
- CSIR-UNIT : Open Source Drug Discovery(CSIR-OSDD), New Delhi
- CSIR-UNIT : Traditional Knowledge Digital Library(CSIR-TKDL), New Delhi
- CSIR-UNIT : Human Resource Development Centre(CSIR-HRDC), Ghaziabad
- CSIR-UNIT : Unit for Research and Development of Information Products(CSIR-URDIP), Pune
- CSIR Madras Complex(CSIR-CMC),Chennai

There will be additional centers in these cities

## Annexure II

### Liver panel

including SGOT, SGPT, GGT, albumin, total protein, Bilirubin, Alkaline Phosphatase, globulin

### Kidney Panel

including Calcium, Uric Acid, Urea, Creatinine, Phosphorus, Sodium, Chloride

### Lipid Panel

including, Total Cholesterol, HDL, LDL, VLDL, Triglycerides

### Thyroid Panel

including, T3, T4, TSH

### Cardiac Panel

including HS-CRP, Lipoprotein A (Lp(a))

### Diabetes Panel

including Fasting blood glucose, Hb1Ac, insulin

### Iron Panel

including Iron, Ferritin

### Others

Complete Blood Count

Lactate Dehydrogenase

Blood Group

## **Annexure III**

### **Blood sample collection and Analysis for Phenome India (CSIR cohort) project**

CSIR has embarked on a multi-centric program to develop a longitudinal cohort of about 10,000 CSIR employees and their dependent family members. The employees of the constituent laboratories/Units with a pan-India presence will be representative of the vast and diverse Indian population. The study will involve longitudinal collection and biobanking of biological samples with concurrent collection of multi-parametric data and will include clinical questionnaire, lifestyle and dietary habits, biochemical and molecular data.

Towards this, Diagnostic laboratories are invited to bid for sample collection, transport, analysis and report generation for approximately 10000 samples.

1. Blood samples have to be collected from individuals participating in the study from various CSIR Institutes/centers/units spread across the country (annexure 1)
2. The bidders should have their own accredited diagnostic laboratory or accredited partner labs nearby all the cities mentioned in annexure I.
3. The bidders should assign a point of contact who will liaise between incharge at CSIR-IGIB, coordinators of each Institute and the diagnostic laboratory.
4. The samples have to be collected between January 2021 and March 2021. For each lab depending on the strength, samples can be collected in 1-3 days. The respective coordinators will decide the date and time of the sample collection.
5. Samples have to be centrifuged at 4 degree centigrade and part of the plasma/serum and whole blood after removing the plasma/serum has to be transported to CSIR-IGIB, Delhi in dry ice within 24-72 hours of collection depending on the number of days of collection. The plasma/ serum samples have to be stored in -80 degree freezers or dry ice after centrifugation till transport in dry ice. The amount of samples to be transported will be discussed with the successful bidder before placing the PO.
6. All the bidders need to specify the minimum volume of plasma/serum/whole blood necessary to perform the tests mentioned in annexure II.
7. All the tests should be run in automated immune and/or biochemistry analyzers
8. The tests results should be sent in excel format (with units) with name, registration number and the values for each individuals for all the tests within 48 hours of the day of collection for each laboratory. The result format will be discussed with the successful bidder before placing the purchase order.

#### **Evaluation**

9. It is estimated that there will be approximately 10000 samples.
10. The tests (mentioned in annexure II). The lowest bidder will be ascertained based on the total price quoted per sample. The bidder shall quote for each panel of tests mentioned in annexure II, each panel covering all the parameters mentioned under the panel head.
11. Under no circumstances the rates of any test should be more than the CGHS rates

#### **Eligibility**

1. Only those bidders will be considered who have their labs/centers or have their partners labs near all the cities mentioned in Annexure I.
2. The Pathology lab and its partners if any has to be accredited (like NABL) for tests required
3. Experience in handling at least 2000 samples per day.

Documentary evidence of the above needs to be submitted with the bid.

# **CHAPTER 5**

## **Compliance Sheets**

Bidders have to fill the compliance sheets below and submit it with technical bid. Any deviation from the specification should clearly mention in the remarks field. Also attach the technical documentation of the proposed solution.

### **5.1 Compliance Sheet for ITB/GCC/SCC:**

<b>S.N.</b>	<b>Clause Ref</b>	<b>Particulars</b>	<b>Compliance/ Details</b>	<b>Deviation, if any</b>	<b>Remarks</b>
1	ITB 1.1	Do you qualify to bid as per Bidder's Eligibility			
2	ITB 1.3 & GCC 2.3	Have you signed and submitted the declaration about abiding by the Code of Integrity			
3	ITB 1.5	Have you prepared & submitted the bid as per Chapters mentioned in this Clause			
4	ITB 1.10.1	Have you submitted the Bid in two separate covers as per this clause			
5	ITB 1.16.1	Is the Bid validity for minimum 90 days			
6	GCC 2.6	Do you agree to Contract Period & Price Clause			
7	GCC 2.11 & SCC 3	Do you agree to the Terms of Payment clause			

# **CHAPTER 6**

## **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 \_\_\_\_\_ [ *insert complete name and address of CSIR-IGIB* ] (hereinafter called "the CSIR-IGIB"), and

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

WHEREAS the CSIR-IGIB invited bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Bid by the

Contractor for the supply of those Goods and Services in the sum of [ *insert Contract Price in words and figures, expressed in the Contract currency(ies)* ] (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 CSIR-IGIB and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Contractor's Bid and original Price Schedules
- (f) The CSIR-IGIB's Notification of Award
- (g) [ *Add here any other document(s)* ]

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 CSIR-IGIB to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CSIR-IGIB to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The CSIR-IGIB hereby covenants to pay the Contractor in consideration of the provision of the Goods and 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 Contractor

Signed: *[ insert signature of authorized representative(s) of the Contractor ]*

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

in the presence of *[ insert identification of official witness ]*

# **CHAPTER 7**

## **Other Forms**

(To be enclosed as indicated below)

### **Table of Contents**

<b><u>Sl. No.</u></b>	<b><u>Name of Form</u></b>
1.	Bid Security Form (to be enclosed with the technical bid)
2.	Performance Security Form (to be enclosed with the technical bid)
3.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.
4.	Bidder Information Form (to be enclosed with the technical bid)
5.	Performance Statement Form (to be enclosed with the technical bid)
6.	Bid Form (to be enclosed with the priced bid)
7.	Bid Securing Declaration Form

**Note : Please refer ITB clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers.**



## 1. BID SECURITY FORM

Whereas \_\_\_\_\_ (hereinafter called the "tenderer")

has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the tender") Against the CSIR-IGIB's tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "CSIR-IGIB")

In the sum of \_\_\_\_\_

For which payment will and truly to be made to the said CSIR-IGIB, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

### THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

(2) If the tenderer having been notified of the acceptance of his tender by the CSIR-IGIB during the period of its validity:-

(a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e upto \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than this date.

\_\_\_\_\_  
(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:** The banker issuing the Bank Guarantee should also immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the CSIR-IGIB with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**2. PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS .....

(name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of contract no. .... dated .....to supply (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor 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 Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 Contractor 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 Contractor 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: While issuing the Bank Guarantee, the Bank should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee with a covering letter directly to the Director, CSIR-IGIB to compare with the original BG for the correctness, genuineness, etc.**

**3. 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 CSIR-IGIB)

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.

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 Authorised Signatory)

Company Seal

## **4. 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.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	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 \_\_\_\_\_

## **5. PERFORMANCE STATEMENT FORM**

**(For a period of last 3 years)**

**Name of the Firm.....**

Order Placed by (full address of Purchaser)	Order No. and date	Description of services and quantity	Value of order	Date of completion of deliver as per contract	Date of actual completion of delivery	Contact person along with Telephone No., FAX No. and e-mail address	Remarks if any

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

Place :

Date :

## 6. Bid 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 CSIR-IGIB]*

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 supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services *[insert a brief description of the Services]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.16.1 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;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.39 and GCC Clause 2.9.1 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 1.38;

- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (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]*

## **7. BID-SECURING DECLARATION FORM**

Bid  
Date: \_\_\_\_\_

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

To (insert complete name and address of the purchaser) 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 purchaser during the period of bid validity (i) fail or reuse 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)