



Guwahati Biotech Park

Technology Complex, IIT Guwahati

Guwahati- 781 039

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TENDER DOCUMENT FOR

SUPPLY, INSTALLATION & COMMISSIONING OF SOFTWARE, HARDWARE AND ACCESSORIES FOR BIOINFORMATICS FACILITY AT GUWAHATI BIOTECH PARK INCUBATION CENTER

NIT No.GBPIC/8.2.4.1/2017-18/3486 Dated 28th FEBRUARY 2018

System of bid	Two Bid system Part-I: Technical Bid Part-II: Price Bid
Last date & Time of submission of bids	20.03.2018 upto 5.00 PM.
Date & Time of Opening of bids	21.03.2018 at 11.00 Am.
Tender Fee	Rs.1000/-(One Thousand Only) in D.D./Banker's Cheque drawn in favor of Guwahati Biotech Park Incubation Center payable at Guwahati

**GUWAHATI BIOTECH PARK
TECHNOLOGY COMPLEX
IIT GUWAHATI, GUWAHATI-781039**

TENDER FORM

1	NAME & ADDRESS of the Bidder	
2	Telephone/Fax/Email	
3	NIT No. & Date	
4	Name of the item quoted	
5	Offer/Quotation No. & date	
6	Name of the authorized signatory	
7	Status of the tenderer: Proprietary concern/Partnership firm/Ltd. Company/Other	
8	Tender fee details	DD No..... DTD.....
9	EMD details	DD/BG No..... DATE:.....
10	CST/TIN/GST No.	
11	PAN No.	
12	Enclosures along with the bid	
13	Remarks if any	

Date

Signature & seal of Tenderer

Note: This tender form duly filled & signed should accompany with the Technical Bid as the top most page.

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BIDDING DOCUMENT

INVITATION FOR BIDS

To,
M/s. _____

Dear Sir,

The Chief Executive Officer, Guwahati Biotech Park, invites sealed quotations for supply, installation & commissioning of Equipments as per details at “**Instruction to Bidders**’, **General conditions of Contract**” and **Annexures I to XII** in **double** bid and so as to reach the office of the Guwahati Biotech Park on or before 20.03.2018 by 1700 hrs.

The Tender will be governed by the “Notice Inviting Tender (NIT), “Instruction to Bidders”, “General Conditions of contract” and Annexures from I to XII of tender document. Deviation/Exceptions to the clauses, if any should be explicitly recorded.

This Bid Document contains pages numbered 1 to 35 consecutively. Please check to see that no page is missing nor any in duplicate. The bid documents are not transferable and the firm’s seal and signature of the authorized official must appear on all the papers and envelopes submitted. Tenders must be submitted separately for each item along with EMDs. Combined tenders submitted for more than one item together will be summarily rejected. However tender fee is one time submission only.

Chapter-1

INSTRUCTION TO BIDDERS

- 1.1 **TWO BID MODE OF TRANSMISSION:** Offers will have to be submitted in two Parts i.e. a) Technical Bid (Part-I) and (b) Price Bid (Part-II). The first inner sealed cover will contain Technical bid having all details but with price column blanked out. This cover will clearly be super scribed with "Technical bid" along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed with "Price Bid" along with tender number. These two covers shall be put into outer cover and sealed super scribing the following lines:

<p><u>“QUOTATION FOR SUPPLY, INSTALLATION & COMMISSIONING OF SOFTWARE, HARDWARE AND ACCESSORIES FOR BIOINFORMATICS FACILITY AT GUWAHATI BIOTECH PARK INCUBATION CENTER , TECHNOLOGY COMPLEX, IIT GUWAHATI, GUWAHATI-781039”</u></p> <p>NIT No. GBPIC/8.2.4.1/2017-18/3486 DATED 28th February 2018</p> <p>To The Chief Executive Officer, Guwahati Biotech Park Technology Complex: IIT Guwahati Guwahati -781039, Assam, India</p> <p style="text-align: right;">From: M/s..... Contact No.:..... Email ID:.....</p>
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1.2 TECHNICAL BID (Part-I): In the Technical Bid the vendor must provide the followings:

- 1.2.1 Details of technical features of the offered equipments vis-à-vis NIT specifications;
- 1.2.2 Standard technical literature on each of the item offered;
- 1.2.3 Latest original catalogue in support of the item offered.
- 1.2.4 Dealership certificate on the offered products in case of dealers/authorized distributors;
- 1.2.5 List of reputed organizations/institutions where similar orders have been executed (copies work order to be enclosed)
- 1.2.6 Up-to-date Sales tax clearance/GST certificate and GST registration Number.
- 1.2.7 Details of nature and maximum period of warranty offered by the vendor. The firm should give at least 3yrs warranty of the item from the date of installation or 39 months from the date of shipment whichever is earlier.
- 1.2.8 After sales service: the name and address of the nearest available authorized service centre should be stated in the quotation.
- 1.2.9 Tender fee in DD/Bankers Cheque & Earnest Money deposit (EMD) in the form of DD or BG must be enclosed with the technical bid.
- 1.2.10 The tenderer has to state in detail requirements including the electrical/power requirements, floor space, head room, foundation needed, AIR conditioned environment etc. for complete installation & commissioning of the equipments.

1.3 PRICE BID (Part-II): In the Price Bid part, the vendor must provide the followings;

- 1.3.1 Quantity, basic price against item-wise details of specifications of each of the offered items;
- 1.3.2 Price of optional accessories as required by NIT specifications and also may be relevant for the offered equipments will have to be specifically mentioned in the quotation;
- 1.3.3 Packing & Forwarding Charges if any (as percentage of basic price or as lump sum)
- 1.3.4 GST (as percentage of **basic+ packing & forwarding charge** if any)
- 1.3.5 Freight and Insurance charge if any (as percentage or as lump sum)
- 1.3.6 Annual maintenance Contract (AMC) rate after expiry of standard warranty period is to be clearly indicated preferably in both comprehensive and non-comprehensive terms failure to which the offer may not be considered even if it turns out to be at the lowest price. **Quoted prices should be inclusive of 3 years warranty at free of cost.**
- 1.3.7 Installation and commissioning charge (including service tax) to be shown item-wise extra, if any.
- 1.3.8 In case the quoted price is FOR/FOB basis, the estimated insurance coverage charges may please be indicated.
- 1.3.9 CIP/CIF, (named place of delivery in India) value for Airways and Ocean freight respectively.
- 1.3.10 Custom Duty & Clearance Charges if any.
- 1.3.11 Inland freight/transportation & Insurance Charges if any.
- 1.3.12 Any other levies/Charges.

1.4 COST OF PREPARATION OF BID:

All costs associated with the participation in this bid such as preparation & submission of bid, post tender opening communications, personal representations during the tender opening etc. will be borne by the bidder.

1.5 ELIGIBILITY OF BIDDER:

- 1.5.1 The bidder shall either be the Original Equipment Manufacturer (OEM) or their authorized Original Equipment Supplier (OES), Authorized Distributor or Supplier. OES/Authorized Distributor/Supplier should enclose letter of authorization from O.E.M. authorizing the bidder to quote for the quoted item and shall be valid at the time of bidding.
- 1.5.2 Either the Indian Agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item or product. Furthermore if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same product/item.

1.6 **EXPERIENCE & CAPABILITY OF THE BIDDER:**

The bidder must possess, prior to the deadline for submission of bid, minimum experience of executing such supply in laboratories or reputed institutes for last three years and successfully accomplishing each of the activities supply, Installation, testing and commissioning. The claim shall be supported by necessary detailed documentary evidence (copy of Supply order/Contract, installation report etc.) in respect of the equipments supplied. Experience shall be cited in the proforma at **Annexure-VII**.

1.7 **TENDER FEE:**

1.7.1 **Bidder has to submit a non-refundable one time Tender Fee** of Rs.1000/- (Rupees One Thousand only) in the form of demand draft in favour of **Guwahati Biotech Park Incubation Center**, Payable at Guwahati and should be sent in a separate envelope. The offer will not be considered without tender fee.

1.7.2 The Government Departments, National Small Industries Corporations (NSIC) or Small Scale Industries (SSI) is exempted from payment of tender fee.

1.8 **EARNEST MONEY DEPOSIT**

1.8.1 Refundable earnest money deposit, amounting to minimum 3% of the total quoted value, in case quoted value is Rs.5 lakh or more, (rounded off to the nearest hundred rupees) must be deposited as an earnest money along with the "Technical Bid" by demand draft or Bank Guarantee in favour of **'Guwahati Biotech Park Incubation Center'** and payable at Guwahati.

1.8.2 **Vendor has to submit separate offers along with EMDs for each equipment.** Firms registered with DGS & D or with SSI/NSIC are not required to submit EMD. On the back side of the DD/BG the bidder should mention their name and the item against which the DD/BG is submitted. In case of foreign bidders, the BG is to be submitted by the Principal or their Indian Agent.

1.8.3 The EMD is required to protect the GBP against the risk of Bidder's conduct which would warrant the security's forfeiture in the following events:

- a. If the Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b. If Bid is varied or modified in a manner not acceptable to GBP during the validity period or any extension of the validity duly agreed by the Bidder.
- c. If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee within 21 days of notification of such acceptance.

1.8.4 GBP shall not be liable to pay any bank charges, commission or interest on the amount of EMD. The EMDs of unsuccessful Bidders will be returned on finalization of the bid. The EMD of successful bidder will be returned on receipt of Performance Bank Guarantee (PBG) against award of contract.

1.8.5 The EMD/BG shall be submitted in a separate envelope superscribing the followings:

<p>NIT No. GBPIC/8.4.2.1/2017-18/3486 DATED 28TH FEB 2018</p> <p>"EMD SUBMITTED FOR..... (Name of the item) DD/BG No.Date.....</p> <p>To The Chief Executive Officer, Guwahati Biotech Park Technology Complex: IIT Guwahati Guwahati -781039, Assam, India</p> <p style="text-align: right;">From: M/s..... Contact No.:..... Email ID:.....</p>
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Please do not disclose the value of the EMD anywhere in the Technical Bid.

1.9 **AMENDMENT TO BIDDING DOCUMENT**

1.9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s). The changes/modifications would be hosted in the official website of GBP and therefore the prospective bidders are requested to surf the purchasers official website before submitting their bids to take cognizance of the amendments.

1.9.2 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, Guwahati Biotech Park may, at its discretion, extend the deadline for the submission of bids.

1.10 **PREPARATION OF BIDS**

1.10.1 The governing language for the **Bids** submitted shall be in English in the prescribed bid proforma & Annexures. The prescribed proforma and Annexures duly filled in and signed should be returned intact whether quoting for any item or not.

1.10.2 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed.

1.10.3 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by competent officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer and in the case of GBP the same shall be sealed and signed or otherwise appropriately executed under seal.

1.10.4 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.

1.11 **PRICE SCHEDULE**

Bid Prices: The bidders shall indicate on the appropriate price schedule, the net unit prices (wherever applicable). Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account. Discount, if any, should be merged with the quoted prices.

1.12. **CONCESSIONS PERMISSIBLE UNDER STATUTES**

1.12.1 Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, etc. GBP will not take responsibility towards this.

1.12.2 **INCOME TAX LIABILITY:** Bidder will have to bear all Income Tax liability both corporate and personal tax. Bidders should also bear the GST liability.

1.12.3 **Custom Duty Certificate:** Custom duty exemption certificate as applicable will be issued against receipt P.O. Acknowledgement.

1.12.4 GBP is NOT registered under the Central Sale Tax Act and is NOT entitled to avail concessional rate of Central Sales tax against form 'C' in respect of inter-state purchases.

1.13 **PERIOD OF VALIDITY OF BID**

1.13.1 Bid shall be valid for acceptance for a period of 120 days from the date of opening as indicated in the "Invitation for Bid" and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

1.13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the GBP may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

1.13.3 No bid may be modified (or) withdrawn after the dead line for submission of bids.

1.13.4 Telex/Telegraphic/Telefax/Xerox/Photocopy bids will not be considered.

1.14 **DEADLINE FOR SUBMISSION AND OPENING OF BIDS**

1.14.1 Last date & Time for receipt of bid 20th **March, 2018 upto 5 p.m.**

All out-station tenders, if sent by post, should be sent under registered cover. Any bid received after dead line for submission of bid, will be rejected and returned unopened. GBP will not be responsible for the loss of tender or for the delay in postal transit.

1.14.2 Date & Time of opening bid 21st **March, 2018 at 11 A.M.**

The Bidder or his authorized representative may be present at the time of opening of bid on the specified date. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

1.14.3 Price bids of unsuccessful bidder, which remain unopened with GBP, will be returned to the concerned bidders within 5 (five) working days of receipt of Performance Guarantee Bond from the successful bidder.

1.15 **CONFORMITY TO SPECIFICATIONS (both foreign & indigenous):**

1.15.1 Specifications are basic essence of the product. The Bidder must note that their Bids will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make the firms eligible for consideration. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications. Compliance to technical specifications of the system envisaged in the bid-document is essential.

1.15.2 A quotation has to be supported with the printed OEM's technical literature / leaflets and the specifications mentioned in the quotation must be reflected/ supported by such printed technical leaflets/literature and model quoted/tendered specifications should invariably be highlighted in the leaflets for easy reference.

1.15.3 Bids will be evaluated on the basis of printed technical literature / brochures / details / certifications / catalogue provided in the bid. Bidders are therefore required to submit these documents as applicable in respect of the offered items as evidence that offered items meet the tender specifications. **Deviation in the configuration shall be clearly INTIMATED in the format as per Annexure-VIII (Deviation certificate).**

1.16 **NOTIFICATION OF AWARD:**

1.16.1 **AWARD OF ORDER/CONTRACT:** GBP will award the order/contract to the successful bidder whose bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid (L1).

1.16.2 Prior to the expiration of the period of bid validity, the GBP will notify the successful bidder in writing (within a maximum period of 7 days once the evaluation process is finalized) that its bid has been accepted. The notification of award will constitute the formation of the contract. Thereupon the detailed order will be transmitted through Post/courier/Fax and email as well.

1.16.3 In the event, the bid validity is found expired at the time of releasing the order, GBP will ask the successful bidder (L1) to extend the validity of their bid price till the confirmation of order.

1.17 **PERFORMANCE BANK GUARANTEE**(Applicable only to Orders costing Rs. 5 lakh or more)

1.17.1 The successful bidder shall furnish an unconditional performance bank guarantee in the Performance Security Form provided at **Annexure-I** valid till 60 days after the warranty period from a scheduled bank for 10% of the Purchase order value within 21 days from the placement of order failing to which the contract shall be deemed as terminated. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the GBP may make the award to the next lowest evaluated bidder or call for new bids.

1.17.2 The Performance Guarantee will be returned within 60 days of completion of contract in all respect/delivery period as per contract / supply order.

1.17.3 The Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing Bank.

1.17.4 The expiry date as mentioned should be arrived at by adding 30 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

1.17.5 The Bank Guarantee will be given from Nationalised/Scheduled Banks only.

CHAPTER-2

GENERAL CONDITIONS OF CONTRACT

(Please note that the term “both foreign & indigenous’ wherever mentioned means the term is applicable to both foreign & indigenous purchase)

2.1 RATES & PRICE BREAK UPS;

2.1.1 **Rates quoted for indigenous items should be on FOR Guwahati Biotech Park i.e. on door delivery basis, with break-ups as per details below:**

Break-up of cost:

- a) Basic price
- b) (+) Central Excise Duty, if any
- c) (+) GST (On-Sub Total Price, Including excise duty, if any)
- d) (+) Freight & Insurance Charges upto place of delivery, if any
- e) (+) Installation, Commissioning & Training Charges, if any
- f) Grand Total F.O.R. Guwahati Biotech Park, Price

2.1.2 The equipment has to be delivered at Guwahati Biotech Park premises. Unloading the item from the transport is under the risk of supplier.

2.1.3 Vague terms like “packing, forwarding, transportation extra” without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and rejected. Bidders shall indicate their rates in clear/ visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.

2.2 **Rates quoted for imported items should be on DDP, (Guwahati Biotech Park) basis or FOB/FCA (named port of shipment) / CIF/CIP, (named port of shipment) along with all incidental charges to be borne out for door delivery upto GBP as per price schedule form at Annexure-II with the following details:**

- (a) Ex-works value
- (b) Documentation & handling Charge, if any
- (c) Estimated Overseas Freight.
- (d) Estimated Overseas Insurance charge (in case the firm holds open insurance policy, the insurance certificate relating to the consignment will have to be provided).
- (e) Custom duty if applicable and custom clearance charges if any.
- (g) Inland Freight/Transportation & and insurance charges upto Guwahati Biotech Park,
- (h) Loading and unloading at both terminals and other charges if any.
- (i) Installation, Commissioning & Training Charges, if any
- (j) The agency Commission if any.
- (k) **Grand Total: Door delivery Price (DDP, Guwahati Biotech Park)**

2.2.1 The INCOTERMS used in this bid document shall be governed by the rules prescribed by International Chambers of commerce (ICC, Paris).

2.2.2 **Road Permit:** Road Permits (Waybills) shall be issued as applicable for delivery of materials against receipt of Order Acknowledgement and Proforma Invoice.

2.2.3 **Custom Duty Certificate:** Custom duty exemption certificate as applicable will be issued against receipt P.O. Acknowledgement.

2.2.4 **GST:**

- (a) Up-to-date Sales Tax clearance certificate, GST Registration Certificate indicating also the GSTIN number of the firm must be clearly mentioned in the quotation, Certificates must be enclosed.
- (b) GST Deduction at source as per Order/notification of the Govt. of India will be applicable.
- (c) **GST No of Guwahati Biotech Park Incubation Center is :18AACAG4271G1ZS**
- (d) HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.

2.3 **EVALUATION OF BIDS:**

2.3.1 The bids will be evaluated in two stages viz. Technical Bid Evaluation & Price bid Evaluation. The Technical bids will be evaluated soon after opening of bids and during such evaluations any clarification or query maybe raised by GBP in email or letter/fax. etc. The bidder should co-ordinate and reply in writing against such queries at the earliest possible time facilitating the evaluation process. Such written queries & replies will be annexed with the bid and shall be treated as the part of the bid.

- 2.3.2 The technical bids will be evaluated to examine the following parameters:
- whether the bidder meets the eligibility criteria
 - whether the bidder has submitted EMD and Tender fee wherever applicable
 - whether the bidder has submitted all necessary documents required as per the tender
 - whether the bid document and all prescribed Formats(except the price schedule formats) are filled and signed & stamped
 - whether the quoted specifications are compatible to tender specifications etc.

Combined tender for more than one item in the same envelope & Bids received late will be summarily rejected.

- 2.3.3 The price bids of technically qualified bidders will be opened in a specified date which will be intimated to the qualified bidders. Also the price bid opening date will be notified in the official website. The bidder or their authorized representative may attend the price bid opening session.

- 2.3.4 Bidders attempt to negotiate price or any change in price already quoted will not be entertained during price bid evaluations. Also no information regarding the status of the bidder will be disclosed until the award of the contract.

- 2.3.5 The bids will be evaluated on F.O.R. destination basis. For the purpose of evaluation, all bid currencies will be converted into Indian rupees. The selling exchange rate on the date of opening of the Price bids will be considered for conversion of foreign currencies.

- 2.3.6 In case of Indigenous supplier, the total bid value will be **F.O.R., Guwahati Biotech Park price** which is inclusive of 3years warranty at free of cost, the cost of all essential accessories/spares & consumables for complete installation and demonstration of the equipment and charges for installation, demonstration and training if any. GBP will provide only floor space/bench and electrical arrangement only.

- 2.3.7 In case of goods being directly offered from abroad, the total bid value will be DDP, Guwahati Biotech Park price in foreign currencies as per Price Schedule format at annexure-II. The bidder in such cases should include the Custom Duty & Custom clearance charges, Freight & Insurance Charges and all other incidental charges to be incurred for door delivery, installation, demonstration & Training of the equipment.

- 2.3.8 In case of goods being offered from abroad through Indian agent the total bid value will be:

a. FOB/FCA, (Named port of destination) price + Sea/Air Freight & Insurance Charges + Custom Duty & Custom Clearance charges+ GST if Any + Agency commission if any + Door delivery & Insurance charges upto GBP + Installation, commissioning & Training charges if any + Cost of complete accessories/spares & consumables for complete installation & demonstration of the equipment.

Or

b. CIP/CIF, (Named port of destination) price + Custom Duty & Custom Clearance charges+ GST if any + Agency commission if any + Door delivery & Insurance charges upto GBP + Installation, commissioning & Training charges if any + Cost of complete accessories/spares & consumables for complete installation & demonstration of the equipment. In such cases all incidental charges incurred in India shall be paid to suppliers Indian Agent in Rupees

- 2.3.9 In case bidder agrees to deliver the item on CIF/CIP (named port of shipment) with no extra cost or incidental charges towards door delivery & installation of the equipment, the order will be placed on CIP/CIF term.

- 2.3.10 Otherwise GBP may at its discretion may place the order on CIF/CIP term in foreign currencies and pay the other incidental charges to be incurred in India to the suppliers Indian Agent after complete installation & demonstration of the equipment.

2.4 **DELIVERY & INSTALLATION**

- 2.4.1 For indigenous Supplier the entire job comprising delivery & installation has to be done at Guwahati Biotech Park within 30 days from the date of the order. In case of any damage or late delivery, the Administration of GBP reserves the right not to accept the consignment.

2.4.2 **In case of imported item, the shipment has to be delivered at Guwahati Biotech Park, Technology complex, IIT Guwahati within 45 days from the date of establishment of LC or FDD.**

2.4.3 For purchase order placed on CIP/CIF, basis, the vendor must take necessary steps for custom clearance at Air/Sea Port and arrange to make door delivery of the equipment at Guwahati Biotech Park at their own cost. Guwahati Biotech Park will arrange to provide necessary custom clearing documents and road permit as and when necessary. No other delivery term shall be accepted. The Price evaluation will be carried out only on the basis of the Lump sum door delivery cost.

2.4.4 For arrangement of custom clearing document and Road permit one set of original dispatch document has to be sent to Guwahati Biotech Park office soon after material is shipped.

2.4.5 While transshipment will be allowed, part shipment will not be allowed.

2.5 **SAFE DELIVERY OF GOODS::**

All aspects of safe delivery shall be the exclusive responsibility of the supplier. The supplier shall ensure that packing shall be sufficient to withstand rough handling during transit and exposure to different weather conditions. Also adequate markings & instructions shall be provided outside the boxes for proper handling during transit. At the destination site the packing will be opened in presence of Guwahati Biotech Park user/representative. The proper commissioning will be the basis for receipt in good condition. In case of any damage, GBP reserves the right not to accept the consignment.

2.6 **SHIPMENT/DELIVERY DOCUMENTS:**

2.6.1 For goods being supplied from within India the supplier has to furnish the following documents:

- a. Three copies of Invoice in original indicating inter-alia description of goods, specifications, quantity, unit price, GST wherever applicable and total amount etc.
- b. Packing list
- c. Certificate of country of origin
- d. Insurance certificate wherever applicable
- e. Railway receipt/Consignment Note
- f. Manufacturer's Warranty certificate & In-house inspection certificate &
- g. Any other document as per the terms of contract.

Within 24hrs of dispatch, the supplier has to intimate the dispatch details to the purchaser through email/fax/courier etc.

2.6.2 For goods being supplied from abroad: Within 24hrs of dispatch, the supplier shall notify the purchaser the complete details of dispatch through email/fax and supply the following documents by courier/registered post etc.

- a. Three copies of Invoice in original giving full details of goods supplied as per order
- b. Packing list
- c. Certificate of country of origin
- d. Insurance certificate wherever applicable
- e. Manufacturer's Warranty certificate & In-house inspection certificate
- f. Airway Bill/Bill of lading indicating date of shipment, port of loading & Port of discharge
- g. Name of the Vessel/Carrier
- h. Approximate date of arrival and any other document as per terms of the order.

Also the supplier has to provide the details of their clearing & forwarding agent (CHA) to furnish the custom clearing documents in a manner to avoid demurrage or warehouse charges at Airport.

2.7 **LIQUIDATED DAMAGES**(for both foreign & indigenous supplier)

Time and date of supply & completion of Installation shall be the essence of the CONTRACT. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10% as detailed below:

@ 1% to one week

- @ 2.5% upto two weeks
- @ 5% upto three weeks
- @ 10% for four weeks and above

For the purpose of this clause, part of the week is considered as a full week.

2.8 PRE-INSTALLATION REQUISITES(both foreign & indigenous)

Offers shall include all the necessary relevant accessories/spares & consumables for installation of the equipment in a manner such that the installation shall not degrade the characteristics of operation of the equipment under ambient conditions. Pre-installation requisites (electrical/floor/space/air-conditioning etc.) if any should be invariably mentioned clearly.

2.9 TRANSIT INSURANCE:

Both foreign & indigenous supplier has to insure the consignment against all risk such as theft, loss or damage during transit. In the event of a claim on Insurance companies, the supplier has to co-ordinate with the purchaser giving full details of dispatch to lodge a complaint. The consignment will be opened in presence of supplier's representative to ascertain any loss or damage.

2.10 WARRANTY & GUARANTEE:

- 2.10.1 The standard warranty shall remain valid for 36 months from the date of installation or 39 months from the date of shipment whichever is earlier. The warranty shall cover all items (i.e. the equipment and its spares, UPS, Computer, Printer etc.) except consumables/accessories required for installation of the equipment.
- 2.10.2 The warranty on the associated software should cover providing the upgraded versions at free of cost during the warranty period.
- 2.10.3 Materials & workmanship: Supplier shall fully warrant that all the stores supplied under the CONTRACT shall be new and of first quality according to the specifications and shall be free from defects (even concealed faults, materials & workmanship). The supplier shall provide a Guarantee certificate of the equipment and its accessories against poor workmanship, bad quality of material used, faulty design and performance figures.
- 2.10.4 Should any defects be noticed in work, within warranty period GBP shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 3 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective material at site without any cost to GBP within a reasonable period. GBP shall be free to take such corrective action as may be deemed necessary at suppliers' risk and cost after giving notice to the supplier.
- 2.10.5 Damage to the work due to incomplete and erroneous instructions issued by the supplier will be the responsibility of the supplier and will be treated according to the provisions of warranty clause. Normal wear and tear shall not come under purview of this clause.
- 2.10.6 In case defects are of such nature that material shall have to be taken to suppliers' works for rectification etc., supplier shall take the MATERIAL at his costs after giving necessary undertaking. GBP shall, if so required by the supplier, dispatch the material by quickest mode at their risk. Material thereof replaced shall have further warranty for a period of as specified earlier from the date of acceptance.
- 2.10.7 For goods being supplied from abroad the principal should have local logistic support & service personnel to provide spares and to undertake AMC beyond warranty period. The name of such Indian agent and contact details should be provided in the offer.
- 2.10.8 Supplier shall be liable if it is found failed to honor his obligation to repair or replace defective goods within a reasonable period of time or if supplier refuse to carry out work under the guarantee clause and implied guarantee conditions.

2.11 INSPECTION/TESTING & ACCEPTANCE OF MATERIAL

Inspection of material will be carried out by the competent personnel appointed by GBP. The material will be accepted only after the same has been found satisfactory after inspection and duly signed and sealed by the inspecting authority on completion of Installation & commissioning. The supplier shall ensure that the material to be supplied against this CONTRACT shall be individually inspected, tested

and analyzed in terms of the specifications attached to the tender and the relevant codes and practices specified therein by expression or implication. Supplier should provide Inspection report/ or Quality Assurance certificate from Manufacturer at the time of inspection.

2.12 CHANGE ORDER (REVISION OR AMENDMENT)

A change order will be initiated only in case (i) GBP directs the supplier in writing (amendment/revision), to include any addition to the Scope of Work covered under this CONTRACT or delete any part of the scope of the work under the CONTRACT (ii) supplier requests to delete any part of the order which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by GBP and for which cost and time benefits shall be passed on to GBP.

2.13 QUANTITY IN ORDER;

Normally quantity in orders shall be as per Checklist/BOQ mentioned in the Annexure-XI. However GBP reserves the right to vary the quantity at the time of placing the orders without changing the unit rates & other terms.

2.14 PAYMENT SCHEDULE:

2.14.1 The Invoice raised by the Supplier shall be addressed to **Chief Executive Officer**, Guwahati Biotech Park, Technology complex, IIT Guwahati, Guwahati-781039 in quadruplicate.

2.14.2 **In case of indigenous supplier** bills shall be submitted by the vendor on completion of INSTALLATION. Payment against clear undisputed invoice/bills submitted by the vendor will be made by GBP within 30 working days from the date of submission of bill/invoices, complete in all respects, generally through A/c payee cheque. In case payment is required by DD, the draft commission will be deducted from bill amount. All applicable taxes and penalties will also be deducted from the bill at source.

2.14.3 GST Deduction at source as per Order/notification of the Govt. of India will be applicable.

2.14.4 **Please note as per Organization's norm advance payment is not allowed for indigenous purchase.**

2.14.5 **In case of Imported Goods, payment above \$ 10,000.00 shall be made by** an irrevocable letter of credit through any overseas branch of state bank of India with unrestricted provision or through FDD as per terms and conditions below;

2.14.6 In case of payment by LC, 90% of the price will be paid against receipt of proof of dispatch such as AWB, Invoice, packing List, Insurance certificate etc. The remaining 10% shall be released only after receipt of satisfactory installation & commissioning report of the equipment.

2.14.7 In case of payment by FDD, 100% payment by FDD will be made on the request made by the supplier. In this case on receipt of acknowledgement an FDD will be established for total ordered value, thereupon a scanned copy of FDD will be sent to enable the supplier to send the materials. The original FDD will be sent only after receipt of satisfactory installation & commissioning report of the equipment.

2.14.8 **Please note that FDD/LC will not be opened unless and until Letter of acknowledgement in original is received at Guwahati Biotech Park, directly from the Principal (even in case of firms having subsidiary office in India). The Indian agents are therefore advised to submit quotations after consultation with their respective principals.**

2.14.9 **Country of Origin:** While the country of origin will not be insisted, the same however will have to be stated in the original Invoice for payment through LC.

2.14.10 **LC Amendment:** LC/FDD amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.

2.14.11 **Below \$10,000.00 Wire transfer as given below:**

90% of the price will be paid in advance against proof of dispatch such as AWB, Invoice, Packing list, Insurance certificate etc. from a scheduled bank provided by the supplier/Indian agent. The remaining 10% shall be released only after receipt of Inspection Report or satisfactory installation & commissioning report of the equipment.

2.14.12 **In all cases, the bidders should invariably provide the following information:**

- a. Name & complete address of the supplier as per bank records
- b. Name & Address of the bank with Branch details
- c. Bank Account No. and indicate the core Bank Account no. if any.
- d. IFSC/NEFT/MICR code etc.
- e. PAN/TIN & GST Registration no. in case of Indigenous suppliers.

- 2.15 **CATALOGUES/MANUAL:**
Tenderer shall submit manufacturers' technical specifications and catalogues, operation manual, literature, diagrams, photographs etc. of goods offered thereby facilitating technical evaluations.
- 2.16 **SHORT SHIPMENT:**
If any short-shipment is noticed, the same will be arranged immediately with all charges to this effect to be borne by supplier/Indian agent.
- 2.17 **GENUINE PRICING** (both foreign & indigenous supplier):
Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with your offer.
- 2.18 **CONDITIONAL TENDERS** (both foreign & indigenous):
Conditional tenders shall not be accepted on any ground and shall be rejected straightway. In other word, printed conditions mentioned in the tender bids submitted by vendors will not be binding on Guwahati Biotech Park. All the terms and conditions for supply, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable.
- 2.19 **ENQUIRY DURING EVALUATION:**
No enquiry shall be made by the bidders during the course of evaluation of the tender till the final decisions conveyed to the successful bidder(s). However, the committee/its authorized representative can make any enquiry/seek clarifications from the bidders. In such situation, the agency shall extend full co-operation.
- 2.20 **TERMINATION OF DEFAULT:**
- 2.20.1 Default is said to have occurred
- If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by GBP.
 - If the supplier fails to perform any other obligation(s) under the contract.
- 2.20.2 If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of default notice from **CEO, Guwahati Biotech Park** (or takes longer period in spite of what GBP may authorize in writing), GBP may terminate the contract/purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, GBP may at its discretion also take the following actions: GBP may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate GBP for any extra expenditure involved towards goods and services obtained.
- 2.21 **APPLICABLE LAW & ARBITRATION**(both foreign & indigenous):
- 2.21.1 The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of competent Court & forum in Guwahati, India only.
- 2.21.2 In case of dispute or difference arising between Purchaser and a Supplier, such disputes shall be settled in accordance with rules and provision under the **Indian Arbitration & Conciliation Act., 1996.**
- 2.21.3 Any dispute arising out of this purchase shall be referred to the CEO, Guwahati Biotech Park, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an arbitrator, who should be acceptable to both the parties, to be appointed by the CEO, GBP. The decision of such arbitrator shall be final and binding on both the parties.
- 2.21.4 In case any dispute arising in between purchaser and a foreign bidder cannot be settled under the provision mentioned above, such disputes shall be settled in accordance with the provision of UNCITRAL (United Nations Commission on International Trade law).
- 2.22 **LIABILITY IN CASE OF JOINT VENTURE, CONSORTIUM OR ASSOCIATION/AMALGAMATION/ ACQUISITION & PATENT RIGHT:**
- 2.22.1 If the supplier is a Joint venture, consortium or association, all of the parties concerned shall be jointly and severally liable to GBP for fulfillment of the obligations under the contract. The composition of the Joint venture, consortium or association shall not be altered without prior consent of the purchaser.
- 2.22.2 Amalgamation/Acquisition: In the event of Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the performance of the contract, the buyer/successor of the Principal company are liable for fulfillment of obligations under the contract.
- 2.22.3 Patent Indemnity: The supplier shall also indemnify and hold harmless the purchaser and its employees and officers from and against any or all suits, actions or administrative proceedings,

claims, demands, losses, damages, costs and expenses of any nature including attorneys fees and expenses, which the purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the contract by reason of:

- a. the installation of the Goods by the Supplier or the use of the Goods in India; and
- b. the sale in any country of the products produced by the goods.

2.23 **FORCE MAJEURE**

2.23.1 The supplier shall not be liable for failure to perform its obligations under the contract in the event of Force Majeure. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the supplier, Flood and Acts and Regulations of respective government of the two parties, namely GBP and the supplier.

2.23.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, GBP shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

2.24 **CONSIDERATION OF TENDER**

2.24.1 **The acceptance of the offers will rest solely with the CEO**, Guwahati Biotech Park, who in the interest of the organization reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reason.

2.24.2 Guwahati Biotech Park decision shall be final and binding and no claims/representations in this regard shall be entertained. Guwahati Biotech Park reserves the right to accept or reject any or all the bids and to withdraw or cancel entire bidding process without assigning any reasons whatsoever. Mere submission of bid by the bidder does not vest any right in them for being selected.

**Sd-/
Chief Executive Officer
Guwahati Biotech Park**

ANNEXURE-I.

Proforma of Bank Guarantee

Ref. No.....

Bank Guarantee No.....

Dated

To
Chief Executive Officer
Guwahati Biotech Park
Technology complex, IIT Guwahati
Guwahati781039

Dear Sir,

Whereas **Guwahati Biotech Park** having its office at Technology Complex, IIT Guwahati, Guwahati-781039 (hereinafter called 'PURCHASER' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)_____ (Indian Rupees(in words)_____ only) as a security for compliance with the Supplier's performance obligation in accordance with the Purchase order no.....dated..... which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

We (name of the bank)_____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by Guwahati Biotech Park, the amount of Indian Rs....(in figures) _____ (Indian Rupees(in words) _____ only) in aggregate at any time without any demur and recourse, and without Guwahati Biotech Park having to substantiate the demand. Any such demand made by Guwahati Biotech Park shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

This guarantee shall be irrevocable and shall remain in force upto _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs...(in figures)_____ and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Guwahati Biotech Park under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of Guwahati Biotech Park under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this day of at

WITNESS

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
official address (in legible
letters) with Bank stamp.

Dated

Annexure-II

Price Schedule For Goods Being Offered From Abroad

Name of the Bidder:

NIT No. & Date:

Offer/Quotation No. & Date:

Name of the Item:

Make/Model No.:

Country of origin:

Currency:

SL No.	Description of Items			Qty.	Unit.	Rate	Amount
	Part No./Catalogue No.	Item Name	Specifications				
	Required Spares/ Consumables (if any)						
	Accessories (if any)						
	Additional Items						
	Total Ex-works price						
	Less: Discount if any						
	Net Ex-work Price						
	Packing & forwarding charges if any						
	FOB/FCA(named port) price						
	Overseas Freight & Insurance						
	Total CIP/CIF,(named port in India) (if not CIP/CIF Guwahati)						
	Custom Duty, if any (as applicable)						
	Custom Clearance charges if any						
	GST (as applicable)						
	Charges for inland transportation, insurance up to Guwahati Biotech Park (if not CIP/CIF Guwahati)						
	Installation & commissioning charge, if any						
	Any other charge/s, if any						
	Grand total on door delivery at Guwahati Biotech Park						

Signature & seal of Bidder

Note: Bidder may use additional rows/sheets if necessary keeping the format same.

ADDITIONAL INFORMATION:

Term	Condition	Remark if any
Validity of Price bid Upto:		
Delivery term(INCOTERM):		
Delivery Schedule:		
Mode of Shipment; (Sea/Air/Road/Rail)		
Port of Destination/Discharge		
Final destination/Place of delivery	Guwahati Biotech Park (GBP), Technology Complex, IIT Guwahati	
Warranty Period:		
Payment Term:		
Payment option: (LC/FDD etc.)		
Annual Maintenance Charges:	Comprehensive	
	Non-Comprehensive	
Indian agents name & address		

Note:

- a. Quoted price should be inclusive of 3yrs Warranty at free of Cost.
- b. Custom Duty Certificate: Custom duty exemption certificate as applicable will be issued against receipt P.O. Acknowledgement.
- c. In case of bidder quote in CIP/CIF, (named port) term, the other charges such as agency commission if any, Custom duty & clearance charges, Inland freight & insurance charges upto GBP, Installation & Commissioning charges if any will be paid in Indian Currencies.
- d. The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.
- e. The cost of optional items shall be indicated separately.
- f. The L1 bid will be evaluated by comparing the landing cost of all bids in the same currency i.e.in Rupees. The landing cost will comprise of Cost of the equipment along with complete accessories for installation of the same+ all charges, taxes & duties etc.
- g. (g) The selling exchange rate on the date opening of price bid will be considered for conversion of foreign currencies.

Signature & seal of Bidder

Annexure-III

Price Schedule For Goods Being Offered From India.

Name of the Bidder:

NIT No. & Date:

Offer/Quotation No. & Date:

Name of the Item:

Make/Model No.:

Country of origin:

SL No.	Description of Items			Qty.	Unit.	Rate	Amount	GST & other taxes applicable if any	Total
	Part No./ Catalogue No.	Item Name	Specifications						
	Required Spares/Consumables (if any)								
	Accessories (if any)								
	Additional Items								
	Net Ex-work Price								
	GST (as applicable)								
	Packing & forwarding up to Guwahati Biotech Park, if any								
	Charges for inland transportation, insurance up to Guwahati Biotech Park								
	Installation Commissioning and training Charges, if any								
	Total F.O.R., Guwahati Biotech Park Price								
	Total Bid price (F.O.R., GBP) in words.....								

Signature & seal of Bidder

Note: Bidder may use additional rows/sheets if necessary keeping the format same.

ADDITIONAL INFORMATION:

Term	Condition	Remark if any
Validity of Price bid Upto:		
Delivery term:		
Delivery Schedule:		
Mode of Shipment; (Rail/Road/Air)		
Port of Destination/Discharge		
Final destination/Place of delivery	Guwahati Biotech Park (GBP), Technology Complex, IIT Guwahati	
Warranty Period:		
Payment Term:		
Annual Maintenance Charges:	Comprehensive	
	Non-Comprehensive	

Note:

- a. Quoted price should be inclusive of 3yrs Warranty at free of Cost.
- b. Custom Duty Certificate: Custom duty exemption certificate as applicable will be issued against receipt P.O. Acknowledgement.
- c. Road Permit: Road Permits (Waybills) shall be issued as applicable for delivery of materials against receipt of Order Acknowledgement and Proforma Invoice.

Signature & seal of Bidder

Annexure-IV

Bidder Information Form

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

Date: (of Bid Submission)

Tender No.: (insert number from invitation for bids)

Page 1 of _____ pages

1. Bidder's Legal Name:
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: (Authorized Representative's name) Address: (Authorized Representative's Address) Telephone/Fax numbers: (Authorized Representative's Telephone/Fax numbers) Email Address: (Authorized Representative's Email Address)
7. Attached are copies of original documents of: (check the boxes of the attached original documents) Articles of Incorporation or Registration of firm named in 1, above , in accordance with ITB Clauses ... and ...

Signature of Bidder _____

Name _____

Business Address

Annexure-V

Manufacturer's Authorization Form

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

Date: (date of Bid submission)

Tender No.: (insert number from invitation for bids)

To: (Complete name and address of Purchaser)

Whereas

We (complete name of the manufacturer), who are official manufacturers of (type of goods manufactured), having factories at (full address of manufacturer's factories), do hereby authorize (complete name Bidder) to submit a bid the purpose of which is to be provide the following Goods, manufactured by us (name and or brief description of the goods), and to subsequently negotiate and sign the contract.

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

Signed: (signature(s) of authorized representative(s) of the Manufacturer)

Named: (complete name(s) of authorized representative(s) of the Manufacturer)

Title:

Duly authorized to sign this Authorization on behalf of: (complete name of Bidder)

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

Annexure-VI
BID SECURITY FORM

Whereas _____
(Hereinafter called the tenderer)

Has submitted their offer dated _____

For the supply of _____
(Hereinafter called the tender)

Against the purchaser's tender enquiry no. _____

KNOW ALL MEN by these presents that WE _____ of
_____ having our registered office at
_____ are bound unto _____ (hereinafter called the
"Purchaser")

In the sum of _____

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

The Conditions of this Obligation are:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
- (3) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- (4) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to 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 and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

**Annexure-VII
 BIDDER'S PAST SERVICES (SIMILAR) PROFORMA**

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 and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (attach a certificate from the Purchaser/Consignee	Contact person along with Telephone No., FAX No. and email-address

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

Place:

Date:

Annexure-VIII

Deviation Statement Form

1) The following are the particulars of deviations from the requirements of the tender specifications:

Clause	Deviation	Remarks (Including Justification)

Place:

Date:

Signature and Seal of the
Manufacturer/Bidder

NOTE:

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

Annexure-IX

Service Support Detail Form

Sl No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos., FAX Nos. and email address

Signature and Seal of the Manufacture/Bidder

Place:

Date:

Annexure-X
Bid Form

(The Bidder shall fill in this form in accordance with the instructions indicated no. alternations to its format shall be permitted and no substitutions shall be accepted)

Date: (date of Bid Submission)
Tender no.: (NIT No.)
To: (complete name of Purchaser)

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda No.: (insert the no. and issuing date of each Addenda).
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the schedule of requirements the following Goods and related Services (a brief description of the Goods and Related Services).
- (c) The total price of our bid, excluding any discounts offered in item (d) below is: (the total bid price in words and figures, indicating the various amounts and the respective currencies).
- (d) The discounts offered and the methodology for their application are:
Discounts. If our bid is accepted, the following discounts shall apply. (specify in details each discount offered and the specific item of the Schedule of Requirements to which it applies).
- (e) Our bid shall be valid for the period of **120 days** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause no.... and GCC Clause ... for the due performance of the Contract.
- (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)

Annexure-XI

CHECKLIST (BOQ)

ITEM NO.	NAME OF THE ITEM	PAGE NO.
BIOINFORMATICS FACILITY		
BIF-1	HARDWARE	29-35
	SOFTWARE	

Annexure-XII

TECHNICAL SPECIFICATIONS

1. MASTER NODE - Qty. 1 no.	
Item	Description
Processors	20 Cores = Intel Xeon Gold 4114 2.2G, 10C/13.75M Cache, Turbo, HT (125W) DDR4 @ 2666 Mhz
Chipset	Latest OEM chipset supporting an optimized for the above processor
Memory	512 GB = (16x 64GB LRDIMM, 2666MT/s, Quad Rank upgrade to 3 TB
Hard Disk Drives	4 x 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot plug Hard Drive
HDD bays	HDD bays supporting SAS, SATA, SSD Drives (Maximum HDD Support : 30 x 2.5"HDD)
Optical Drive	Internal DVD-ROM drive
I/O slots	Up to 6 x PCIe 3.0 slots and 1 x FlexLOM slots
RAID levels	Integrated RAID Controller, 1GB Cache, Support for RAID 0,1 ; support for RAID 5
Network Interface	2x On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks) 2 x 10G Ethernet Interface Card
Graphics controller	Integrated Graphics with at least 512 MB Video Memory
Server Mgmt.	OEM embedded controller and Server Management Tool from same OEM
Ports	Min 5 USB ports
Power supplies	Redundant Platinum rated efficient Power Supply (atleast 750 Watts each) to sustain above configuration. Power Supply with 80+ Gold certified for better utilization.
Cooling	Hot plug and redundant fans
Industry standard Support	User-selectable power cap (subsystems throttle to maintain the specified power cap), ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, IPv4 and IPv6 support
Industry standard certifications	The quoted server models should have the following Certifications:
	Microsoft Windows Server 2008 R2, Microsoft® Windows® HPC Server 2008, Novell SUSE
	Linux Enterprise Server, Red Hat Enterprise Linux, Sun Solaris, Microsoft®
	Windows Server® 2008 Hyper-V, VMware® ESXi Version 4.1 , Citrix® XenServer 5, FCC, UL, ROHS
	The server OEM must be ISO-14001
Form factor	Max. 2U Rack form factor with sliding rails to fir into industry standard 19" Server Rack
Warranty	5 years onsite warranty by OEM
System Security	UEFI Secure Boot and Secure Start support Security feature to ensure servers do not execute compromised firmware code FIPS 140-2 validation

	<p>Common Criteria certification</p> <p>Configurable for PCI DSS compliance</p> <p>Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser</p> <p>Support for Commercial National Security Algorithms (CNSA) mode to prevent the use of insecure algorithms</p> <p>Tamper-free updates - components digitally signed and verified</p> <p>Secure Recovery - recover critical firmware to known good state on detection of compromised firmware</p> <p>Ability to rollback firmware</p> <p>Secure erase of NAND/User data</p> <p>TPM (Trusted Platform Module) 1.2 option</p> <p>TPM (Trusted Platform Module) 2.0 option</p> <p>Bezel Locking Kit option</p> <p>Chassis Intrusion detection option</p>
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System tuning for performance	<ol style="list-style-type: none"> 1. System should support feature for improved workload throughput for applications sensitive to frequency fluctuations. This feature should allow processor operations in turbo mode without the frequency fluctuations associated with running in turbo mode 2. System should support workload Profiles for simple performance optimization
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Firmware security	<ol style="list-style-type: none"> 1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable 2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware
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2. Compute NODE - Qty. 5 no.	
Item	Description
Processors	20 Cores = Intel Xeon Gold 4114 2.2G, 10C/13.75M Cache, Turbo, HT (125W) DDR4 @ 2666 Mhz
Chipset	Latest OEM chipset supporting an optimized for the above processor
Memory	512 GB = (16x 64GB LRDIMM, 2666MT/s, Quad Rank upgrade to 3 TB
Hard Disk Drives	2 x 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot plug Hard Drive
HDD bays	HDD bays supporting SAS, SATA, SSD Drives (Maximum HDD Support : 30 x 2.5"HDD)
Optical Drive	Internal DVD-ROM drive
I/O slots	Up to 6x PCIe 3.0 slots and 1 x Flex LOM Slots
RAID levels	Integrated RAID Controller, 1GB Cache, Support for RAID 0,1 ; support for RAID 5

Network Interface	2x On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks) 2 x 10G Ethernet Interface Card
Graphics controller	Integrated Graphics with at least 512MB Video Memory
Server Mgmt.	OEM embedded controller and Server Management Tool from same OEM
Ports	Min 3 USB ports
Power supplies	Redundant Platinum rated efficient Power Supply (atleast 750 Watts each) to sustain above configuration. Power Supply with 80+ Gold certified for better utilization.
Cooling	Hot plug and redundant fans
Industry standard Support	User-selectable power cap (subsystems throttle to maintain the specified power cap), ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, IPv4 and IPv6 support
Industry standard certifications	The quoted server models should have the following Certifications:
	Microsoft Windows Server 2008 R2, Microsoft® Windows® HPC Server 2008, Novell SUSE
	Linux Enterprise Server, Red Hat Enterprise Linux, Sun Solaris, Microsoft®
	Windows Server® 2008 Hyper-V, VMware® ESXi Version 4.1 , Citrix® XenServer 5, FCC, UL, ROHS
	The server OEM must be ISO-14001
Form factor	Max. 2U Rack form factor with sliding rails to fir into industry standard 19" Server Rack
Warranty	5 years onsite warranty by OEM
System Security	<p>UEFI Secure Boot and Secure Start support</p> <p>Security feature to ensure servers do not execute compromised firmware code</p> <p>FIPS 140-2 validation</p> <p>Common Criteria certification</p> <p>Configurable for PCI DSS compliance</p> <p>Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser</p> <p>Support for Commercial National Security Algorithms (CNSA) mode to prevent the use of insecure algorithms</p> <p>Tamper-free updates - components digitally signed and verified</p> <p>Secure Recovery - recover critical firmware to known good state on detection of compromised firmware</p> <p>Ability to rollback firmware</p> <p>Secure erase of NAND/User data</p> <p>TPM (Trusted Platform Module) 1.2 option</p> <p>TPM (Trusted Platform Module) 2.0 option</p> <p>Bezel Locking Kit option</p> <p>Chassis Intrusion detection option</p>

System tuning for performance	<p>1. System should support feature for improved workload throughput for applications sensitive to frequency fluctuations. This feature should allow processor operations in turbo mode without the frequency fluctuations associated with running in turbo mode</p> <p>2. System should support workload Profiles for simple performance optimization</p>
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Firmware security	<p>1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable</p> <p>2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware</p>
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Item : Storage	
Item	SAN Storage for Primary site
Controller	Dual active controller with automated I/O path failover
Connecting ports(SAN)	Should have minimum of 6x16GBps FC and 8* 10 GBPs iSCSI ports or 8x16GBps FC ports
Management Software	Must include Storage Manager software, to centrally manage all Storage subsystems, Multi-path (Load Balancing & Failover), LUN masking, it should Support RAID migration on to the vacant space available.
O/S Support	Support for multiple Operating Systems connecting to it, including of Windows, UNIX , Linux, AIX, HP UX etc.
Scalability	It Should be scalable to minimum 180 No. of HDD. Storage should come up with 12 bays 3.5 inch Hard Drive enclosure
Capacity	120 TB RAW (12 x 10 TB NLS SATA)
Software feature	Snapshot, volume copy, synchronous and asynchronous mirroring, SSD cache, Thin Provisioning as default.
System capabilities	Data Assurance (T10-PI) or better, volume expansion, Capacity expansion
	RAID-level migration, Dynamic segment size migration, System event monitor
Raid Controllers	Dual, both Active, minimum 64 GB cache across dual Controllers (32 GB per Controller).
Protocol Support	FCP,iSCSI
Cache Safety	Cache should be mirrored and battery-backed-up /disk-destaged, to provide protection of data for 72 hours or more.
Drive Interface	12 GBPs SAS
Supported Drives, Mixed Drives	Should support SSD, SAS, NL-SAS, 12 GBPs Drives in same enclosure.
RAID levels	RAID levels 0, 1, 5, 6 and 10 or better

Fans and power Supplies	Redundant, hot-swappable power supplies and fans
Rack Support	Suitable for industry-standard Racks and PDUs
Data Services	Should include data Snapshot, Thin provisioning, Volume cloning or equivalent features for the offered capacity of the storage array. The proposed system should also include storage based replication software
Alerts	Automated alerts for Improving service response times.
Warranty	5 Years
Software	
Operating System	Commercial Cluster Suit with support

Item : SAN 10 Gigabit Switch	
Item	Specification
SAN Switch	16x 10Gbase-T version, Layer 2+ 4 shared SFP+ or higher
Item	Specification
10 Gigabit Switch	10/100/1000/10000 12 ports or higher port Switches
KVM Switch	8 ports KVM Switch

Item : Workstation : Qty 1	
Processor	2 x Intel Xeon E5-2620v4 2.1 2133 8C 1stCPU
Chipset	Latest OEM Chipset
RAM	64GB DDR4-2400 (4x16GB) Reg RAM:Total 8 DIMM Slots (4 DIMM (with 1 processor) and 8 DIMM (with 2 processors)upgraded Up to 256 GB DDR4-2400 ECC registered SDRAM DDR4-2133 ECC Registered RAM
Drive Controllers	Onboard 6-Channel SATA @ 6Gbps (RAID0,1,5,10)
Hard Disk	2TB 7200 RPM SATA 1st Hard Drive Option for future expansion of additional 4 Hard drives.
Optical Drive	9.5mm Slim Super Multi DVD Writer
Graphics Card	NVIDIA Quadro K2200 4GB DL-DVI(I)+2xDP 1st No cables included Graphics
Monitor	21.5 inch FHD

Item : Workstation 42U Rack	Specifications
42U Rack	19" Rack: 42Ux 600mmwidth x 1000mm depth, Alloy Aluminum extruded frame fully Allen bolted construction all x,y,z axis, metal top vented all along the width and depth , 4 fan provision and cable entry provision covered with cover plate edge protected rubber grommet provide/bottom cover cable entry provision covered with cover plate edge protected rubber grommet provide , 3 pairs of support channel and castor provision at bottom side. Powder coated finish Texture Matt – 60 to 80uM
Side panels are detachable with slam latches ventilation slot on side panels, full vented top cover & bottom cover with the cable entry provision	
Front glass single door with cam lock & key	
Rear mesh Single door with cam lock & key	
230V A/C 90 CFM fan mounted on top cover - 4 Nos	

Power Distribution Unit - 06/16 Amp Indian-Standard Britzy Sockets - 12 Socket - Single Pole / Screw Mountable / 32 Amp MCB / Alternating Current - Power Cable 6 sq.mm 3 meter Length - Black Fine Tex. – 1 No.	
Item : 10 KVA Online UPS with 120 Minutes	
Parameter	Required Specifications
Configuration	10 KVA On-Line UPS System with Inbuilt Isolation Transformer. UPS Should have inbuilt battery cold start function
Technology	True On-Line Double Conversion UPS with IGBT technology.
Capacity & Output Power Factor	10 KVA & 0.8
Input Voltage Range	285-470 VAC @ 100% LOAD THREE PHASE (4 WIRE)
Input Frequency	50Hz ± 10% (Suitable for Generators)
Output Voltage	220/230/240 ±1%
Output Frequency	50 Hz ±0.1%
Overload Capacity	125% for 1 minutes, 150% for 1 seconds
Noise (Db)	<65 DB , (1 METER)
Efficiency	Upto 90%
Harmonic Distortion	Less than 3%
Isolation Transformer	UPS output should be inbuilt isolation transformer within the UPS cabinet itself. External transformer shall not be considered.
Ambient Conditions	Temp: 0–40 Deg C
Relative Humidity: 95% Max. non-condensing	
Audible Alarms	Battery low voltage , abnormal power supply , ups failure , over load
Digital Display	Digital display for measurement input & out voltage , input & out frequency , load capacity, battery voltage
Battery Back-up & Other Details	The system must be capable of providing requisite battery back-up time of 120 minutes sing Sealed Maintenance Free Batteries along with Rack & Links.
Required VAH : 19,200 VAH minimum	
The UPS OEM should be ISO 9001, ISO 14001, OHSAS 18001 certified ☑	
The offered UPS model should have RoHS Compliance	
Copies of the above certifications should be submitted with the technical Bid (compulsory)	
After Sales Support & Manufacturer’s Credibility	UPS OEM should have previous experience of supplying similar UPS and value to any End User.
UPS OEM should have a dedicated Toll Free No. for service call logging & resolution and All India Service Centre	
Required 5 years warranty onsite.	

Desktop: Qty 4	
Form Factor	Micro Tower
OS	Free dos supports Wind 10 Pro 64 Bit , Linux®64 Windows7 Professional 32 bits & 64 Bits
Processor	7th Generation - Intel Core i7 7700K(4.2 GHz base frequency upto 4.5 GHz Max. Turbo Frequency)8 MB cache, 4 cores, 8 threads, Supports DDR4 memory up to 2400 MT/s data rate
Chipset	Latest OEMs
Memory	16GB (1x16GB) DDR4 2400 UDIMM NECC Unbuffered Memory upgrade up to 64 GB.
Memory Slots	4 DIMMS
Internal Storage	2 TB 7200RPM
OpticalDrive	DVD-Writer
Graphics	NVIDIA GeForce GT730 2GB PCIe x8 DP GFX
Expansion Sots	2 full-heightPCIex1;2full-heightPCIex16, onewiredasx4
Ports and connectors	Front:1audioout;2USB2.0;1USBType-

	;2USB3.1Gen1;1headsetconnector2
Back:1RJ-45 USB2.0;1audioin;1audioout;4USB3.1Gen1;1choiceof DisplayPort™;2 DisplayPort	
out; 1DisplayPort™1.221, 1HDMI/1VGA	
Communication	10/100/1000 Gigabit Network Connection
Drive bays	One slim ODD; One3.5"HDD; One5.25"or two2.5"HDD
Power Supply	180 w/250W,active PFC
Warranty	3/3/3 warranty (material/labour/onsite)
Monitor	21.5 inch, IPS w/ LED backlight,

Note:

- ***The equipment should be provided with all necessary accessories and spare***
- **Kindly quote break up cost for each item**
- **Spares and accessories should be quoted separately**
- **Normally quantity in orders shall be as per Checklist/BOQ mentioned in the Annexure-XI. However GBP reserves the right to vary the quantity at the time of placing the orders without changing the unit rates & other terms.**