

NOTICE INVITING TENDER
DEPARTMENT OF BOTANY
UNIVERSITY OF DELHI

Open Tender Notice No. Ref. No. DUNC/Botany/AJ/Network/2021/NGS

Dated: March 21, 2021

Department of Botany, University of Delhi is in the process of purchasing the following item(s) as per details given below.

Details of the items	Genome and Transcriptome Sequencing using illumina platform along With Complete Bioinformatic Analysis
Tender Fees	Nil
Earnest money to be deposited	Rupees 200000 (Two Lakhs)

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type either the “tender notice no.” or “Department of Botany”). Select the appropriate tender, fill them with all relevant information and submit the completed tender document online on the website, <http://eprocure.gov.in> as per the schedule given in the next page.

No manual bids will be accepted. All quotations (both Technical and Financial should be submitted in the E-procurement portal).

SCHEDULE

Name of Organization	Department of Botany, University of Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction /Service/Buy/Empanelment/ Sell)	Work, Supply and service
Product Category (Civil Works/Electrical/Works/ Fleet Management/ Computer Systems)	Services for NGS and analysis
Source of Fund (Institute/Project)	DBT Project
Is Multi Currency Allowed	No, only INR quotes are allowed
Date of Issue/Publishing	March 22, 2021
Document Download Start Date	March 22, 2021
Document Download End Date	April 12, 2021
Date for Pre-Bid Conference	March 29, 2020 (on email request)
Venue of Pre-Bid Conference	Online (share your email address)
Last Date and Time for Uploading of Bids	April 12, 2021, 5.00 PM
Date and Time of Opening of Technical Bids	April 13, 2021 5.00 AM
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	180 days from date of opening
Address for Communication	Prof. Arun Jagannath/Prof. Shailendra Goel, Department of Botany, University of Delhi, Delhi - 110007.
Contact No	9650229911/9811375429
Email Address	jagannatharun@yahoo.co.in shailendragoel@gmail.com

Chairman Purchase Committee

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). 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:

<http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal 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 / TCS / 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 DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

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 Port.
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 formats. Bid documents may be scanned with 100 dpi with black and white option.
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.
5. Bidders can use "My Space" 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 he/she can upload the bid on 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. A standard format has been provided with the tender document (Annexure-V) to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
4. 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.
5. 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.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, 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.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

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. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.



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Ref. No. DUNC/Botany/AJ/Network/2021/NGS

TECHNICAL SPECIFICATIONS FOR “Genome and Transcriptome Sequencing using illumina platform along With Complete Bioinformatic Analysis”

The Department of Botany, University of Delhi invites e-tenders for availing services to generate reference genome and transcriptome sequencing along with complete bioinformatic analysis using illumina platform. Quotations should be submitted following the **two-bid system** with **technical and financial bids** to be submitted separately. Quotation should include the components as listed below.

Following are the important points to note while bidding.

- The bidders have to quote collectively for Sequencing and Bioinformatic analysis. Bidders have to quote in total. Partial quotes will be rejected.
- L1 will be decided after aggregating the financial bids. Bidders will have to submit an EMD of Rs 200000.
- The biological samples will be shipped to the laboratory in India only. It will be the responsibility of the vendor to adhere to and follow all relevant rules and regulations of the Government of India while handling/processing the biological samples.
- Minimum number of samples are fixed as mentioned in table. Bidders have to clearly mention the cost of sequencing per sample. The final number of samples will be decided based on the per sample price quoted by the bidder. L1 will be decided based on the cost of sequencing the minimum number of samples.

The bidders may request for an online interaction/meeting with Prof. Shailendra Goel/Prof. Arun Jagannath for technical clarifications, if any, by sending an email to shailendragoel@gmail.com or jagannatharun@yahoo.co.in. This interaction, if required, will be scheduled on the 7th day after the tender has been uploaded on the e-portal. Time of interaction will be communicated by email in response to the bidder's request.

1. Transcriptome Sequencing and Bioinformatic Analysis

Items	Specifications
No. of Samples	Minimum 60 Plant Tissues (using Illumina)
RNA Extraction	Extraction of high-quality RNA for sequencing experiments
Illumina	Total transcriptome (Ribo Zero), 12GB data per library of Q30 quality with 2 X 150 bp chemistry
Time	Data should be provided within two months from the date tissue is provided. Bioinformatic analysis should be completed within two months of the data generation.
Bioinformatic analysis and deliverables	<p><u>RNASEQ Analysis:</u></p> <ul style="list-style-type: none"> • Raw Data QC and Report • Read Alignment to reference genome and transcript identification • Quantification & Expression Profiling of transcripts • Detection of homologous genes, Identification of orthologous contigs and comparison of substitution rates between lineages • Functional association networks of differentially expressed genes (DEGs) • Integration of GO enrichment and KEGG pathway, InterPro domain enrichment. • Identification & characterization of EST-SSRs & transcription factors (TFs) • Metabolic Network (PMN) analysis • Identification of plant hormone and signal transduction-related unigenes • Landscape of gene duplication in the plant kingdom & gene conversion rates of duplicated genes; Expression divergence between duplicated genes • Phylogenetic and evolutionary studies • Identification of proteins & elucidation of various plant specialized metabolic pathways • Comparative Transcriptome analysis of transcriptomes from various tissues • Characterizing Temporal, Spatial, Regulatory, and Evolutionary Transcriptome. • Detailed write-up of materials and methodology employed should be provided • Various other data analysis as requested by researcher based on the primary analysis reports • <u>Analysis support should be provided up to publication of manuscript(s).</u>

2. Genome Sequencing and Bioinformatic Analysis

<u>Items</u>	<u>Whole Genome Re-Sequencing</u>
<u>No. of Samples</u>	<u>Minimum 100 samples (using Illumina platform)</u>
<u>DNA Extraction</u>	<u>Extraction of high-quality DNA for sequencing experiments</u>
<u>Illumina</u>	<u>40GB data per library of Q30 quality with 2 X 150 bp chemistry</u>
<u>Time</u>	Data should be provided within two months from the date tissue is provided. Bioinformatic analysis should be completed within two months of the data generation.
<u>Bioinformatic analysis and deliverables</u>	<p><u>DNA SEQ Analysis:</u></p> <ul style="list-style-type: none"> • <u>Raw Data QC and Report</u> • <u>Reference Genome Alignment & QC Report</u> • <u>Single Nucleotide Variation (SNV) Calling & Filtering</u> • <u>Structural Variation (SV) Calling & Filtering</u> • <u>Variation (SNV & SV) Annotation & Functional Impact Analysis</u> • <u>Comparative Genome Analysis</u> • <u>Various other data analysis as requested by researcher based on the primary analysis reports.</u> • <u>Analysis support should be provided up to publication of manuscript(s).</u> • <u>Detailed write-up of materials and methodology employed should be provided.</u> • <u>Various other data analysis as requested by researcher based on the primary analysis reports</u>

3. Web Resource Development

<u>Items</u>	<u>Web Resource Development</u>
<u>Time</u>	<u>A workable template should be provided with in three months of placing the order. Further refinement, addition of data and integration should be completed within six months of data generation. Maintenance and upgrades of web resource should be continued for 3 years after development.</u>
<u>Web Resource Development</u>	<ul style="list-style-type: none"> • <u>Objective is to create an online resource to maintain a database of genetic and molecular biology data for the plant genome to be sequenced.</u> • <u>A client-server architecture-based Web application development</u> • <u>Agile model of development with swift response. The client should receive a working prototype deployed in a minimum time frame, and additional features and functionalities should be incorporated into the application as required.</u> • <u>Adaptive design of the application with the help of modern standards</u> • <u>Web Application developed with respect to MeitY security guidelines and standards</u> • <u>Web API's to help the users to download various data/resources hosted along with the application</u> • <u>Relational database architecture for integrating multi-omics and structured / unstructured data</u> • <u>Should have provision of integrating Genome, Transcriptome, sRNA, Degradome, Genetic markers, SSRs / MIDs related data into one database source</u> • <u>Must have various tools integrated such as Genome Browser, GO Explorer, ID Conversion, BLAST, Primer3, and similar multi-omics tools / features</u> • <u>A cloud storage of 2 TB should be provided to host the database for server</u> • <u>Bidder should host & provide maintenance/upgrades to the server for a period of 3 years after development.</u>

Terms & Conditions For Project Work:

- The biological samples will be shipped to the laboratory in India only. It will be the responsibility of the vendor to adhere to and follow all relevant rules and regulations of the Government of India while handling/processing the biological samples.
- QC of genomic DNA/RNA should be provided to the PI / Co-PI prior to library construction.
- After preparation of libraries, their QC report should be shared with the PI / Co-PI before proceeding for sequencing.
- The libraries should be sequenced as per the mentioned platform and the listed technical points. Generated sequences should be filtered for reads with quality and coverage as mentioned in the above specifications.
- Bidder should support data analysis till publication of the research in peer reviewed journals. *This includes re-analysis during manuscript compilation and to address reviewers' comments, if any.*

- Bidder should have a minimum of 10 publications to their credit as co-authors or as acknowledged service providers in reputed peer-reviewed international journals for NGS based Genomics projects as proof of their competency in Genomics research. The publications should be from the same company which is submitting the bid and should be in the last three years (March 2018 – March 2021). Among these publications, at least 5 should be on genome sequencing and at least three publications should be on Eukaryotic Genome Sequencing Projects to prove competency in handling complex eukaryotic genomes.
- Bidders should submit relevant proof of their prior experience/ record in genome sequencing. Scanned copy of previous Purchase orders should be provided. The orders should be in name of the same company which is submitting the quote. Bidder should have a minimum of 5 years of experience in handling NGS projects. Testimonials of successful completion of projects from Indian government institutes need to be submitted.
- Bidder shall quote rates, which should include the logistics, delivery and other incidental charges. Taxes if any should be indicated separately.
- Scanned copy of firm's registration, PAN card, GST number and Tender acceptance letter should be provided.
- Scanned copy of Income tax for last 3 years should be provided.
- Modification in the tender documents after the closing date is not permissible.
- Rates once finalized, cannot be altered by the bidder during the period of execution of the contract.
- The firm to which the tender will be awarded, will have to deposit a performance security equal to 10% of the total amount. If the services are not found to be satisfactory, the performance security is liable to be forfeited. No interest will be paid to the bidder on the performance security amount.
- If any dispute arises between University of Delhi and the firm with reference to the contract, University of Delhi will decide, and its decision will be binding on the firm.
- The details of progress of experiment will be regularly intimated to the customer/researcher as per the schedule decided after award of the contract and further processing in case of any issues will be based on the instructions of the customer only.
- The bidder should not be blacklisted/debarred/banned by any government department/ public sector undertaking and should submit an undertaking to this effect.
- Bidder should have a functional laboratory in India. They should provide documentary proof of access to a facility which have Illumina and PacBio instruments planned to be used for the present project.
- Authorization certificate: One principal cannot give authorization to multiple entities, who are quoting for the same tender. Authorization from the same principal/service provider issued in favor of multiple firms will not be accepted and bids of all such bidders will be cancelled.
- Confidentiality and non-disclosure agreement must be submitted.
- Payment terms and conditions: The payment shall be made only on the completion and delivery of sequencing data along with bioinformatics analysis as per the phase wise timeline provided above and reiterated below. 60% payment will be released after all the data is generated and handed over to the client. Rest of the payment will only be released after the bioinformatic analysis is completed to the satisfaction of the client. The University reserves the right to amend any terms

and conditions contained in the tender document or reject any or all applications/offers or not award the contract to the lowest bidder without giving any notice or assigning any reason thereof. The decision of the concerned will be final and binding.

OTHER IMPORTANT INSTRUCTIONS FOR THE BIDDERS

1.	<p>Due date: The tender has to be submitted on-line on or before the due date. The offers received after the due date and time will not be considered. <u>Manual submission of bids will NOT be entertained.</u></p>
2.	<p>Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) separate Technical bid and Financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format (Annexure V). The Technical bid and the financial bid should be submitted online.</p>
3.	<p>Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) will be opened as mentioned in “NIT”. The technical bid will be opened online first and it will be examined by a technical committee (as per specifications and requirement). Vendors will be shortlisted on the basis of technical bids. Technical committee will evaluate the bids and take a decision on the vendors whose financial bids will be opened.</p>
	<p>Acceptance/ Rejection of bids: The committee reserves the right to reject any or all offers without assigning any reason.</p>
	<p>Pre-qualification criteria:</p> <ol style="list-style-type: none"> 1. Bidders should provide a Letter of Access for the sequencing equipment. 2. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid. 3. In the tender, either the Indian agent on behalf of the service provider or service provider itself can bid but both cannot bid simultaneously for the same item/product in the same tender. 4. If an agent submits bid on behalf of the service provider, the same agent shall not submit a bid on behalf of another service provider in the same tender for the same item/product.
	<p>Force Majeure: The Supplier shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance</p>

	<p><i>or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</i></p> <ol style="list-style-type: none"> <i>1. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</i> <i>2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.</i>
	<p><i>Risk Purchase Clause:</i> <i>In event of failure of supply of the services within the stipulated delivery schedule, the purchaser has the right to purchase the services from other source on the total risk of the supplier under risk purchase clause.</i></p>
	<p><i>Delayed delivery:</i> <i>If the completion of service is not done within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value/price.</i></p>
	<p><i>Prices:</i></p> <ol style="list-style-type: none"> <i>1. The price should include all packing and delivery charges. <u>The prices should be quoted only in the excel format as provided in Annexure V.</u></i> <i>2. <u>Offer/bid should mention all the taxes at appropriate places.</u></i>
	<p><i>Performance Bank Guarantee:</i> <i>The vendor, to whom order is placed, shall furnish a performance bank guarantee (issued by a scheduled bank) equaling to 10% of the total cost of the purchase order. The performance guarantee shall remain valid for the entire tenure of service period plus additionally for another 60 days.</i></p>
	<p><i>Insurance:</i> <i>The insurance should be up to Department of Botany, University of Delhi.</i></p>
	<p><i>Delivery and Documents:</i> <i>Delivery of the goods should be made as per the timeline provided. In case the awarded vendor is supplying through CBW, DU will provide CDEC on furnishing of proper documentation by the vendor. The documents should be received by the purchaser well in advance so that necessary documentation could be completed before arrival of the goods (except where the goods have been delivered directly to the Consignee with all</i></p>

documents) and, if not received, the Supplier will be responsible for any consequent expenses.

Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

1. After the data/results/services is available, inspection and testing shall be carried out at the supplier's laboratory by the supplier, prior to shipment to check whether the data are in conformity with the technical specifications attached to the purchase order.
2. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
3. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the data is delivered at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
4. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserves the right to get the data replaced by the Supplier at no extra cost to the Purchaser.
5. Successful conduct and conclusion of the acceptance test for the data shall also be the responsibility and at the cost of the Supplier.

Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:

1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice Chancellor, University of Delhi 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.

	<p>2. <i>In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules</i></p> <p>3. <i>The venue of the arbitration shall be the place from where the order is issued.</i></p>
	<p>Applicable Law: <i>The place of jurisdiction would be New Delhi (Delhi) INDIA.</i></p>
	<p>Right to Use Defective Goods</p> <p><i>If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</i></p>
	<p>Supplier Integrity</p> <p><i>The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</i></p>
	<p>Insurance: <i>For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.</i></p>
	<p>Governing Language</p> <p><i>The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</i></p>
	<p>Applicable Law</p> <p><i>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.</i></p>
	<p>Notices</p>

	<p><i>Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.</i></p> <p><i>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</i></p>
	<p>Taxes</p> <p><i>Suppliers shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the Purchaser. The purchaser will provide CDEC and GST exemption certificates if asked by the vendor and on providing necessary documents.</i></p>
	<p>Duties</p> <p><i>University of Delhi is exempted from paying custom duty (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued. Similarly, DU is exempted from paying a higher GST and a GST exemption certificate can be issued on request.</i></p>
	<p>Payment</p> <ul style="list-style-type: none"> <i>i. Payments will be as per the payment terms mentioned earlier.</i> <i>ii. All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.</i>
	<p>User list: <i>Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.</i></p>
	<p>Application Specialist: <i>The bidder should mention in the Techno-Commercial bid the availability and names of Service personnel in the nearest regional office.</i></p>

Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

1. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
2. If the Supplier fails to perform any other obligation(s) under the Contract.
3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

1. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
2. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

4. **Disputes and Jurisdiction:** Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.

Compliance certificate: This certificate must be provided indicating conformity to the technical specifications.

List of Annexures to be submitted by the bidder:

Annexure I: Compliance Sheet (Format Provided)

Annexure II: Organization Declaration Sheet (Format Provided)

Annexure III: List of organizations/clients where the same products have been supplied (Format Provided)

	<p><i>Annexure IV: Technical documents in support of the technical specifications (Use Technical Specifications)</i></p>
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	<p><i>Annexure V: Format for submission of price bid (Use BOQ)</i></p>
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Annexure I
COMPLIANCE SHEET

Indicate the compliance as per the technical specifications mentioned in the tender

S. No.	Technical specifications mentioned in the Tender	Compliance (Y/N)
1.	Complete adherence to the timeline mentioned.	
2.	Complete adherence to technical specifications and terms and conditions.	
3.	The bidders have to quote collectively for all the items in the BOQ	
4.	All relevant rules and regulations of the Government of India while handling/processing the biological samples will be followed	

I have also enclosed all relevant documents in support of my claims (as above) in the following pages

Signature of the Bidder

Name of the Bidder: -----

Designation: -----

Name of the Organization: -----

Contact No.: -----

Annexure II

<<ORGANIZATION LETTER HEAD>>

DECLARATION

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

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

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	Name and address of the Vendor/Manufacturer/Agent:
Phone	
Fax	
E-mail	
Contact Person	
Mobile Number	
TIN Number	
PAN Number	

Signature of the Tenderer

Name: -----

(Seal of the Company)

Annexure III

List of Government Organizations/Departments

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with supported with documentary avidence as specified in the tender)		
Name of the Organization	Contact Person	Contact Number

Name of application specialist(s) / Scientist who have the technical competency to handle and support the quoted product during the Project period.		
Nature of the Job (Application Specialist/Service Engineer)	Name of the Person	Contact Number

Signature of the Bidder

Name of the Bidder: -----

Designation: -----

Name of the Organization: -----

Contact No.: -----

CHECKLIST OF THE DOCUMENTS REQUIRED FOR ONLINE SUBMISSION

The online bids (complete in all respects) should be submitted in two covers as explained below:

DOCUMENTS IN COVER –I				
(FOLLOWING DOCUMENTS TO BE LOADED AS A SINGLE PDF FILE)				
S. No.	DOCUMENTS	CONTENTS	FILE TYPE	CHECKLIST (Y/N)
1.	TECHNICAL BID	Compliance Sheet as per Annexure I	A single PDF file for all the documents	
2.		Organization Declaration Sheet as per Annexure II		
3.		List of organizations/ clients where the same service have been provided (in last three years) along with their contact number(s). (Annexure-III)		
4.		Technical supporting documents in support of all claims made in Annexure-I (Annexure-IV)		
5.		Scanned Copy of Bankers Cheques for Tender Fees and EMD. The originals should be submitted in Lab No. 7, Dept. of Botany before tender opening date		
DOCUMENTS IN COVER –II				
(FINANCIAL BID TO BE SUBMITTED IN THE FORMAT OF ANNEXURE-V)				
1.	FINANCIAL BID	The Financial Bid should be submitted in the format described in Annexure-V	BOQ	