

BRIC- NATIONAL AGRI-FOOD AND BIOMANUFACURING INSTITUTE (NABI)

[An autonomous institute of Department of Biotechnology (GoI)]

Sector-81, Knowledge City, S.A.S. NAGAR – 140308 (Punjab)

**Invitation of bids for Supply, Installation, Testing and Commissioning
of the setting up of Biomanufacturing Biofoundry (AGRI-FOOD BIO-
MUG) through Turkey mode**

(Tender No. NABI/2(047)/2025-26/ N-PUR.)

Section I

Notice Inviting Tender (NIT)

S. No.	Particulars	
1	Estimated cost of tender	Rs. 29.14 crores
2	Tender fee (Non-Refundable)	Rs. 9440.00
3.	Earnest Money	Rs. 58.28 lacs
4.	Date & time of opening of bid	As per GeM portal
5.	Date & time of Pre-Bid Discussion	As per GeM portal
6.	Last date & time of submission of bid	As per GeM portal
7.	Date & time of Opening of Technical Bid	As per GeM portal
8.	Date & time of Opening of Price bid of technically qualified bidders	Will be notified on GeM Portal
9.	Completion time of work	130 Days from the 11 th day of award on GeM
10.	Performance Bank Guarantee	Rs. 145.70 lacs (To be submitted by the supplier within 30 days of award of work)
11	All the rates quoted should be inclusive of GST and the prices should be F.O.R, BRIC-NABI, Mohali	

1. Notice Inviting Tender (hereinafter referred to as “NIT”)

BRIC-NABI, an autonomous Institute under the Department of Biotechnology, Ministry of Science & Technology, Govt. of India, is mandated to focus on enhancing value-added product development from diverse bioresources, aligning with the Government's Doubling the Farmers Income initiative. It addresses the challenge of agricultural waste burning by extracting bioactive compounds with high market value, thereby increasing farmers' income and creating new industrial and employment opportunities.

The Department of Biotechnology (Government of India) is funding the “Agri-Food BIO-MuG” project. Under this initiative, BRIC-NABI invites prospective bidders/system integrators for the Supply, Installation, Testing, and Commissioning (SITC) of an integrated pilot plant facility (up to 1000-liter processing capacity) for the bioprocessing of agricultural waste biomass (lignocellulosic), microbial sources, and industrial waste into biochemicals and high-value commercial products such as bio-colourants, bio-pesticides, smart proteins, and low-calorie sweeteners on a turnkey basis and the operation and maintenance of the facility.

2. The Tender

2.1 Bidders must read the complete 'Tender Document'. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2 Representations / Query: In case, interested bidder/s have any query/representation/objection/ grievance related to bid, they should raise representation thorough GeM only. No other mode of communication shall be entertained for seeking/providing clarifications to bidders. The interested bidder may visit the site and also attend PRE-BID meeting. The points discussed and communicated will be addressed subject to requirement of tender document. After the Pre-bid discussion the revised bid, if any will be uploaded on the GeM.

3. Eligibility Criteria for Participation in this Tender

Participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as on the date of bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in **Form 1.2** (Eligibility Declarations). Apart from tender terms & conditions as per this document the bidder should also comply the eligibility criteria and terms & conditions of GeM.

The bidder must:

not be insolvent, in receivership, bankrupt or being wound up and not have its business activities suspended by Government.

Not stand declared ineligible/ blacklisted/ banned/ debarred by Government.

The Bidder must also fulfil other additional eligibility condition(s), if any, as prescribed in Tender Document (including addendums; if issued).

The bidder/s may made site visit for better understanding of project.

The bidder must quote all the items of BoQ even where the quantity (QTY) is 0 / NIL for rate purpose only.

After opening the price bid, the successful bidder (L-1) must present the detailed price list as per detailed catalogue items wise.

4. Pre-bid Meeting:

Prospective Bidders or their authorized representative may attend the Pre-bid meeting on the date specified in GeM Bid for seeking clarification on Tender Document in offline mode at BRIC-NABI, Knowledge City, Sector-81, Mohali on the date and time uploaded on the GeM.

5. Submission of Bids:

- 1) Bids must be uploaded on GeM portal till the deadline for submission mentioned on GeM Portal.
- 2) Bidder must submit the bid complete in all respect in the absence of which bid may be rejected.

6. Bid Opening

Bids received shall be opened online at the specified date and time mentioned on GeM Portal.

7. Disclaimers and Rights of BRIC-BRIC-NABI Mohali

The issue of the Tender Document does not imply that the BRIC-BRIC-NABI Mohali is bound to select bid(s), and it reserves the right, without assigning any reason, to:

- a) reject any or all of the Bids, or
- b) cancel the tender process at any stage; or
- c) abandon the procurement of Equipment(s) and Services; or
- d) issue another tender for identical or similar Equipment(s) and Services

Section II

Instructions to Bidders (ITB)

1. The Tender Document

1.1 Basic Tender Details

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract with Bidder/System Integrator for the execution of turnkey project (Bill of Material (BoM) & Scope of work detailed as per **Section-IV & Section –VII** respectively). Bidders must go through the entire Tender Document for further details.

1.2 Interpretations, Definitions, Abbreviations

General Conditions of Contract (GCC), detailed Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), and Abbreviations (GCC-clause 1.3) in **Section III**, which shall also apply to the rest of the Tender Document.

1.3 Overview of Contents

- 1) the Sections, Forms and Formats comprising this Tender Document are described in Instruction To Bidders (ITB)-**clauses 1.4, 1.5 and 1.6** below. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BoM or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in **ITB-clauses 1.5 and 1.6** below, along with the signed tender document along with its all corrigendum and addendums. Bidder must declare in his bid Form (Form 1) that it has read, understood, complied, and stands bound by all requirements.

1.4 Sections of the Tender Document

1.4.1 Sections of the Tender Document

The Tender Document contains the following sections, which are described in subsequent sub- clauses:

- 1) Section I: Notice Inviting Tender (NIT)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: General Conditions of Contract (GCC)
- 4) Section IV: Bill of Material (BoM)/Bill of Quantity (BOQ)
- 5) Section V: Technical Specifications
- 6) Section VI: Qualification Criteria
- 7) Section VII: Complete Scope of Work
- 8) Section VIII: Warranty period and penalties during the maintenance
- 9) Section VIII: Operation of subject facility setup.

1.4.2 Section I: Notice Inviting Tender (NIT)

Section I – Notice Inviting Tender (NIT) provides a synopsis of information relevant for a Bidder.

1.4.3 Section II: Instructions to Bidders (ITB)

Section II: "Instructions to Bidders" - ITB provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening/ evaluation of Bids, and contract award.

1.4.4 Section III: General Conditions of Contract (GCC)

Section III – General Conditions of Contract (GCC) describe the conditions that shall govern the resulting contract. In case of any conflict, provisions of GCC shall prevail over those in ITB and in case of any conflict of this tender document from GeM GTC, provisions of this tender document shall prevail over those in GeM GTC.

1.4.5 Section IV: Bill of Material

Section IV – Bill of Material/Bill of Quantity (BoM/BoQ) describes the Equipment and Services required; Quantities and Units; City of Delivery; Bidder must fillup 'Form 2: 'Bill of Material/Bill of Quantity-Compliance'.

1.4.6 Section V – Technical Specifications

Section V – This Section lays down the technical specification of the Equipment and services required. Bidders must give Compliance for all the specifications in Form 3: Technical Specifications compliance along with Form 3A- Unpriced Make & Model of offered equipment(s). and Form 3B Unpriced O&M including Manpower.

1.4.7 Section VI: Qualification Criteria

Section VI: Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. Bidders must fill up 'Form 4: Confirmation from Qualification Criteria'. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria.

1.4.8 Section VII: Scope of Work defined in this section.

1.4.9 Section VIII: Warranty period and penalties during the maintenance

1.4.10 Operation of subject Biofoundry setup

1.5 Forms (To be filled, digitally signed, and uploaded by Bidders)

Please refer to clause 1.4 above to relate the following forms to the corresponding Sections.

- 1) Form 1: Bid Form (To serve as a covering letter to both the Technical and Financial Bids)
 - a) Form 1.1: Bidder Information
 - b) Form 1.2: Eligibility Declarations
- 2) Form 2: Bill of Materials - Compliance

- 3) Form 3: Technical Specifications- Compliance
 - a) Form 3A: Unpriced Make and Model of Offered equipment(s)
- 4) Form 4: Qualification Criteria - Compliance
- 5) Form 5: Terms & Condition compliance
- 6) Form 6: Checklist for the Bidders
- 7) Form 7: Documents Relating to Bid Security
- 8) Form 8: Integrity Pact
- 9) Form 9: Make in India Certificate
- 10) Form 10: Non-Disclosure Agreement
- 11) Form 11: Land Border Related Declaration
- 12) Form 12: Financial bid (BOQ) Sheet (shall be uploaded under the tab of **“Upload Financial Document”** on GeM Portal).
- 13) Signed tender document along with its all Clarifications, corrigendum and addendums

1.6 Other Form & Formats

- 1 Format1.1: Performance Bank Guarantee Format for Performance Security
- 2 Format1.2: No Claim Certificate

2 BRIC-NABI Mohali - Rights and Disclaimers

2.1 BRIC-NABI Mohali

BRIC-NABI, an autonomous Institute under the Department of Biotechnology, Ministry of Science & Technology, Govt. of India, is mandated to focus on enhancing value-added product development from diverse bioresources, aligning with the Government's Doubling the Farmers Income initiative. It addresses the challenge of agricultural waste burning by extracting bioactive compounds with high market value, thereby increasing farmers' income and creating new industrial and employment opportunities.

The Department of Biotechnology (Government of India) is funding the “Agri-Food BIO-MuG” project. Under this initiative, BRIC-NABI invites prospective bidders/system integrators for the Supply, Installation, Testing, and Commissioning (SITC) of an integrated pilot plant facility (up to 1000-liter processing capacity) for the bioprocessing of agricultural waste biomass (lignocellulosic), microbial sources, and industrial waste into biochemicals and high-value commercial products such as bio-colourants, bio-pesticides, smart proteins, and low-calorie sweeteners on a turnkey basis and the operation and maintenance of the facility.

Bids are to be addressed to Executive Director, BRIC-NABI Mohali. The Tender Inviting Authority or its representative is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Officer and Consignee(s)

and paying authority who shall discharge designated function during contract execution.

2.2 Right to Intellectual Property:

The Tender Document and associated correspondence shall always remain the property of the BRIC-NABI, Mohali.

2.3 Right to Reject any or all Bids

BRIC-NABI, Mohali reserves the right to accept or reject any or all bids, cancel or abandon the tender process at any stage, and/or issue a fresh tender for the same or similar equipment at any time prior to the award of the contract. BRIC-NABI shall not be liable for any claim, loss, or obligation arising from such action, nor shall it be required to provide reasons or justifications to the affected bidder(s).

2.4 Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ Bidder/System Integrator (SI) and the BRIC-NABI Mohali.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to any information provided in documentary or any other form, directly or indirectly, by the BRIC-NABI Mohali or any of its authorised employees or its associated agencies in connection with this tender.

2.4.4 Regarding Tender Document:

- 1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BRIC-NABI Mohali, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The BRIC-NABI Mohali, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused

to any person, including any Bidder, on such account.

3 Bidders - Eligibility

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

3.2 Eligibility Criteria for Participation in this Tender

For details refer Section-I point 3.

4 Preferential Policies

4.1 Applicability of Make in India (MII) Policy

Prospective bidders must adhere to the Make In India Policy in line with Public Procurement (Preference to Make in India) Order 2017" (MII) (Letter no P45021/2/2017- (BE-II) dated 15.06.2017) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised and amended from time to time and also clarifications issued by way of various communications including frequently asked questions by DPIIT in this respect.

4.2 Eligibility to participate and purchase preference

- a) Only Class-I and Class-II local Suppliers shall be eligible to participate in this bid. Local content percentage for qualifying as Class-I and Class-II local Suppliers shall be calculated and declared by the respective bidders on the basis of Letter no P45021/2/2017- (BE-II) dated 15.06.2017 Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section); as revised and amended time to time and also clarifications and FAQ issued by DPIIT in this respect from time to time.
- b) Non- local suppliers are not eligible to participate in this bid.**
- c) Purchase preference to Class-I supplier for Make in India would be provided in line with Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised and amended from time to time. The margin of purchase preference shall be 20%.

4.3 Classification of Procurement and purchase preference methodology:

Under this tender, Procurement of Equipment(s) and services are not divisible in nature. This is an integrated work and objective of work is to setup equipment(s) at DC/DR sites & at multiple remote locations. Bidder/System Integrator is responsible for supply, installation, configuration, commissioning, training and also maintenance to ensure reliable functioning of envisaged project. The bids will be evaluated on total bid price and Class-I local supplier will get purchase preference over Class-II local supplier as per following procedure:

- a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1 after due process.

- b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase (20%) preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
- c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase (20%) preference matches the L-1 price, the contract will be awarded to the L-1 bidder.
- d) No purchase preference will be given to Class-II local suppliers.

4.4 Verification of local content and violations:

- 1) The 'Class-I local Supplier' / 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and the details of locations at which the local value addition is made and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier' / 'Class-II local Supplier', as the case may be.
- 2) The 'Class-I local Supplier' / 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) certifying that the bidder qualifies as class-I or class-II bidder as specified in **Form-9**.
- 3) BRIC-NABI Mohali reserves the right to seek any clarification/document/certification w.r.t compliance with MII orders referred above till the time of completion of tender process.
- 4) False declarations will be treated as breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 5) Complaints (if any) in respect of local content will be dealt as defined in Letter no P45021/2/2017- (BE-II) dated 15.06.2017 Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised and amended time to time and also clarifications and FAQ issued by DPIIT in this respect from time to time.

Bid Prices, Taxes and Duties

4.5 Prices

4.5.1 Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.

- b) The prices should not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law. PRICES quoted in GeM should be inclusive of GST and any other taxes, if any.

4.5.2 Price Schedule

- 1) Bidders are to quote value of each line item in the Financial Bid (BoQ) which is to be uploaded on GeM Portal. The quoted unit price shall be considered to include all relevant financial implications.

4.5.3 Currencies of Bid and Payment

The currency of bid and payment shall only be Indian Rupees. All payments shall also be made in Indian Rupees only.

4.5.4 Non-compliance

Bids, wherein prices are quoted in way other than the specified format, may be rejected as non-responsive.

4.6 Firm/ Variable Price

4.6.1 Firm Price

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on higher side on any account.

4.7 Goods and Services Tax (GST)

- 1) The rates quoted by the bidder should be inclusive of GST.
- 2) Bidders should ensure that they are registered under GST and furnish their GSTIN number and GST Registration Certificate in their bids.
- 3) Bidder undertakes that in case of non-compliance by the Bidder(s) of the GST provisions which results default in payment, further the sole responsibility will of bidder.
- 4) Bidder undertakes to raise invoice within 15 days from date when the right to raise invoice and demand for payment accrues as per the contract terms, failing which BRIC-NABI Mohali may not be able to make the payment. In case invoice is raised and submitted before the due date; then BRIC-NABI Mohali reserves the right to return such invoice(s) to the Bidder. In such a situation Bidder would be required to raise fresh invoice as per the contract terms.
- 5) If the Bidder fails to adhere the terms & conditions of the contract and BRIC-NABI Mohali deducts Liquidated Damages and/or penalties for the same, then in such a case; BRIC-NABI Mohali will charge GST over and above the Liquidated Damages and/or penalties; as the case may be; and same shall be recovered from the Bidder/System Integrator. This may vary depending on the prevailing rules on the subject when such deduction is made.
- 6) Along with the invoice, Bidder would be required to submit relevant documentary evidence to the effect that invoice submitted was issued either through e-Invoice system of GST or has been updated on GSTN portal using Invoice Furnishing Facility (IFF).

- 7) In case, in future any GST liability is required to be borne by BRIC-NABI Mohali; which was the responsibility of the Bidder, then the same shall be claimed from the Bidder by way of raising debit notes.
- 8) BRIC-NABI Mohali reserves the right to ask the Bidder to submit relevant documents to ensure that they are GST compliant and in such a case Bidder shall forthwith provide all such documents as may be required by BRIC-NABI Mohali.

4.8 Payments

4.8.1 General

Payment terms laid down in clause **GCC 10** shall be applicable.

5 Downloading the Tender Document; Corrigendum and Clarifications

5.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned on GeM portal. The Bidders can download the Tender Document after the date and time of the start of availability till the deadline for availability.

5.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the BRIC-NABI Mohali may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing Clarifications, corrigenda and addenda. The Clarification, corrigenda and addenda shall be published in the same manner as the original Tender Document published on GeM portal. Its bidders(s) responsibility to check the GeM Portal for any Clarification/corrigenda/ addenda. Any Clarification or corrigendum or addendum thus issued shall be considered a part of the Tender Document.

6 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document through GeM Portal. The response to the clarifications (If any) shall be shared on the GeM portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by the BRIC-NABI Mohali by issuing Corrigendum on GeM.

7 Preparation of Bids

7.1 The bid

7.1.1 Language of the bid

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the BRIC-NABI Mohali shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

7.1.2 Local Conditions and Factors

Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places with respect to supply/installation/testing/commission and demonstration of Bio-Foundry Facility. On such matters, the BRIC-NABI Mohali shall have no responsibility and shall not entertain any request from the bidders in this regard. Any statutory approval required from Central/State Government authority in this project, shall be in the scope of bidder and bidder has to comply with the same. In case of any approval found missing later after the completion of the scope of work, the same has to be provided by successful bidder.

7.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, uploading, downloading, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the BRIC-NABI Mohali may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the BRIC-NABI Mohali shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

7.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which they appear. Any interpretation of these provisions far remote from such context or other contrived or in between-the-lines interpretation is unacceptable.

7.1.5 Conditional / Multiple / Alternative Bids not allowed

Conditional offers, alternative offers and multiple bids by a bidder shall not be considered. The GeM Portal shall permit only one bid to be uploaded.

7.2 Documents comprising the bid:

7.2.1 Technical bid

"Technical Bid" shall include inter-alia scanned copies of duly inked, signed or digitally signed copies of the following documents in .pdf format. .Pdf documents should not be password protected. **No price details should be given or hinted in the Technical bid:**

- 1) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
 - a) Form 1.1: Bidder Information
 - b) Form 1.2: Eligibility Declarations

2) Form 2: Bill of Material (BoM) - Compliance: Bidders should fill this form to detail the Schedules of Equipment & Services offered by them, maintaining the same numbering and structure. Bidder shall also provide compliance statement of Schedule-IV as per attached Form 2.

3) Form 3 - Technical Specifications- Compliance: Bidder shall upload the required and relevant documents like make & model, technical data, literature, drawings, datasheets, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) with supporting documents, to establish that the Equipment and Services offered in the bid fully conform to the Equipment and Services specified by the BRIC-NABI Mohali in the Tender Document. Bidder shall also provide compliance statement of Schedule-V as per attached Form 3 along with filled Form 3.1.

4) Form 4: 'Qualification Criteria- Compliance': Documentary evidence needed to establish the Bidder's and OEMs qualifications and MAF as stipulated in **Section VI: Qualification Criteria** as follows. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.

5) Form 5 – Terms & Conditions Compliance: Bidder must submit compliance of Terms & conditions as per Form-5.

6) Form 6- Checklist for the Bidders. Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that it has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

7) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 8.4.

8) Form 8: Integrity Pact.

9) Form 9: Make in India Certificate [To be certified by statutory auditor or cost auditor of the company providing local content details as per Form 9].

10) Form 10: Non-Disclosure Agreement.

11) Form 11: Land Border Related Declaration.

12) Signed tender document along with its all Clarifications, corrigendum and addendums.

13) Any other format/ form if stipulated or if considered relevant by the bidder

7.2.2 Financial bid

Form 12: "Financial bid " shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per as per Financial Bid (BoQ) Proforma . This duly filled sheet must be uploaded under "upload Financial Document" tab on GeM Portal.

The bidders shall quote "**all-inclusive cost (including taxes, etc) for System**

Integrator

+ Procurement of Equipment/Hardware, Civil, HVAC, Public Health services, Software etc. (including commissioning) as per BOM/BOQ + AMC as stipulated in tender document".

7.3 Bid Validity

1) Bid Validity shall be as per Bid Document of GeM Portal for this bid. Any bid valid for a shorter period shall be rejected as nonresponsive.

2) If required, before the expiry of the original time limit, the BRIC-NABI Mohali may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically or as per GeM portal. A bidder who has agreed to the BRIC-NABI Mohali's request for extension of bid validity, in no case, bidder shall be permitted to modify his bid.

7.4 Bid Security - Related Documents

1) All Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the BRIC-NABI Mohali against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in BRIC-NABI Mohali for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:

(a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or

(b) after having been notified within the period of bid validity of the acceptance of his bid by the BRIC-NABI Mohali:

- refuses to or fails to submit the original documents for scrutiny and/or the required Performance Security within the stipulated time as per the conditions of the Tender Document.

3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:

(a) receipt by Bidder of the BRIC-NABI Mohali's notification of cancellation of the entire tender process or rejection of all bids or

(b) declaration of the name of the successful bidder or

(c) thirty days after the expiration of the bid validity (including any extension thereof)

4) **The bid security is to remain valid for a period of 60 days beyond the final bid validity period**

or

The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security.

7.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, BRIC-NABI Mohali will enforce Bid Security Declaration in such cases.

8 Signing and Uploading of Bids

8.1 Relationship between Bidder and e Procurement Portal (GeM)

The BRIC-NABI Mohali is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the GeM Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the GeM Portal. Bidders intending to participate in the bid shall be required to register in the GeM Portal. Bidders shall settle clarifications and disputes, if any, regarding the GeM Portal directly with them.

8.2 Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit Copy of Board Resolution and/ or Power of attorney on Stamp Paper for authorize signatory, which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information. In case the bidder is awarded the contract then the person authorize by the bidder shall continue to act as the authorize representative of the bidder till the time of completion of contract. Any change in authorize signatory should be informed forthwith to BRIC-NABI Mohali along with the relevant document of authorize signatory.

8.3 Submission/ uploading of Bids.

8.3.1 Submission/ Uploading to the Portal

- 1) No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only through GeM portal on or before the deadline for the bid submission.
- 3) Only one copy of the bid can be uploaded, and Bidder shall sign / digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidders need to sign or up-load the Tender Document along with its clarifications, corrigendum & amendments. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.

5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by them.

6) The BRIC-NABI Mohali reserves its right to call for verification originals of all such self- certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Contract.

7) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

8) The BRIC-NABI Mohali shall not be responsible for any failure, malfunction or breakdown of the electronic system/int BRIC-NABI Mohali issues used during the e-Tender Process at bidder's end.

9) The BRIC-NABI Mohali may extend the deadline for bids submission in which case all rights and obligations of the BRIC-NABI Mohali and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

10) Bid submitted through modalities other than those stipulated in tender document shall be liable to be rejected as nonresponsive.

8.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the tender procedures and terms & conditions of the Tender Document.

8.3.3 Withdrawal of Bids

1) The bidder may withdraw his bid before the bid submission deadline.

2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the BRIC-NABI Mohali shall be within its right to enforce Bid Securing Declaration in addition to other punitive actions provided in the Tender Document for such misdemeanours.

10 Bid Opening

The date & time of the opening of bid is as stipulated in on GeM Portal.

11 Evaluation of Bids and Award of Contract

11.1 General norms

11.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its bid and other allied information deemed appropriate by BRIC-NABI Mohali. Evaluation of bids shall be based only

on the criteria/ conditions included in the Tender Document.

11.1.2 Minor Infirmary

1) In case of any minor infirmity in the bid document of bidder, the decision of the BRIC-NABI Mohali shall be final in this regard.

2) Wherever necessary; the BRIC-NABI Mohali shall convey its observation to Bidder through GeM portal asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.

11.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Technical or Financial Bids, the BRIC-NABI Mohali may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid within 3 days. The request for clarification shall be submitted on GeM Portal, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) BRIC-NABI Mohali may ask original documents of uploaded scanned copies. If any substantive discrepancy found between original and Scanned uploaded copies; then the bid shall be liable to be rejected as non-responsive. BRIC-NABI Mohali may enforce Bid Security declaration in such cases.

3) The BRIC-NABI Mohali reserves the right to seek any Clarification/information/ documents from the bidder. The requisite documents from any bidders may be taken as per GeM procedure after the technical bid opening. Decision in this regard shall be final and binding on all the bidders.

11.1.4 Contacting BRIC-NABI Mohali during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the BRIC-NABI Mohali on any matter relating to the submitted bid. If a Bidder needs to contact the BRIC-NABI Mohali for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the BRIC-NABI Mohali during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation and bid shall be liable to be rejected as nonresponsive in addition to enforcement of Bid Security declaration. BRIC-NABI Mohali may approach bidders to discuss their proposed solution/equipment information.

11.2 Evaluation of Bids

11.2.1 The evaluation process:

This Tender Process comprises of two Bid system i.e Technical and Financial Bids. Initially, only the technical bids shall be opened on the stipulated date of opening of bids. After that, the technical bids evaluation shall be done to ascertain whether and how many bids are meeting the eligibility, qualification criteria and technical aspects. Opening of financial bids and their evaluation will

be done in respect of only those bids which were submitted by those Bidders whose technical bid are declared successful after the evaluation process.

11.3 Technical Evaluation

Only substantively responsive bids shall be evaluated for technical evaluation. While evaluating the technical bid, conformity to the eligibility and qualification criteria, technical specifications of the offered Equipment and Services in comparison to those specified in the Tender Document will be ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated there-in. Bids with deviations leading to non- conformity shall be rejected as non-responsive. However, BRIC-NABI Mohali reserves its right to consider and allow minor deviations in technical Conditions as per ITB-clause 11.1.2 BRIC-NABI Mohali also reserves the right to ask for any additional documents, clarifications etc. during bid evaluation.

11.3.1 Evaluation of eligibility

BRIC-NABI Mohali shall first determine, to its satisfaction, whether the Bidders are eligible as per NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations in Form 1: bid Form. Bids that do not meet the required eligibility criteria prescribed shall be rejected as non-responsive.

11.3.2 Evaluation of Qualification Criteria

Thereafter, BRIC-NABI Mohali shall determine, to its satisfaction, whether the eligible bidders are qualified and capable in all respects to perform the Contract satisfactorily as per submission in Form 4. This determination shall, inter-alia, consider the Bidder's financial, technical or other prescribed eligibility for meeting requirements incorporated in the Tender Document. Bids that do not meet the required qualification criteria shall be rejected as non-responsive.

11.3.3 Evaluation of Conformity to Bill of Material and Technical Specifications and other parameters specified in Tender document

Thereafter, BRIC-NABI duly constituted Technical Evaluation Committee (TEC) will finally shortlist Technical Bids on the basis of technical solution, conformity of technical specifications, parameters, features offered vis- à-vis tendered specifications requirements, etc. If required, the short-listed bidders may be asked for a detailed technical presentation, discussion on the solution and items offered in the bid. Further, TEC may ask the bidder to bring any selected Equipment(s)/items, sub items of their quoted equipment(s) for technical evaluation at BRIC-NABI Mohali or any other location decided by TEC in specified time limit within **Five** days. In case, bidder fails to bring their quoted equipment(s) within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. It is bidder's responsibility to showcase/Proof of Concept/confirm the desired parameter(s) quoted in the bid by bidder. To do this, if bidder has to bring different tools, it will be responsibility of bidder to arrange at no cost to BRIC-NABI Mohali.

11.3.4 Declaration of Technically Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above technical evaluation shall be considered for financial evaluation. The list of such technically successful bidders and the date and time for the opening of their financial bids shall be notified on the GeM Portal.

11.4 Evaluation of Financial Bids

11.4.1 Financial Bids

1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all technically qualified bidders will be open and evaluated on GeM portal to determine the lowest cost (L-1) bidder. The L-1 will be determined on the overall total rates quoted by bidder.

a. Price quoted on GeM Portal and Grand Total Value (GTV) of Financial Document uploaded on GeM portal should match. In case of any mismatch, BRIC-NABI Mohali reserve the right to disqualify the bidder for further process and invoke the Bid security submitted in the form of Bid Security declaration.

2) In line with the policies of the Government of India, as amended from time to time, the BRIC-NABI Mohali reserves the right to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

11.4.2 Price Negotiation

BRIC-NABI Mohali reserves its right to negotiate with the lowest acceptable bidder (L-1). However, purchase preferences will be applicable as per MII policy amended from time to time.

12 Award of Contract

12.1 The BRIC-NABI Mohali's Rights

12.1.1 Right to Vary Quantities

BRIC-NABI Mohali reserves the right to decrease the quantity to be ordered up to 10 percent of final bid value at the time of placement of contract. The BRIC-NABI Mohali also reserves the right to increase the ordered quantity by up to 10% of the final bid value at the time of placement of contract or within one (1) year period from the issuance of the contract. Successful Bidder is bound to accept the orders accordingly failing which; BRIC-NABI Mohali may declare this as an event of default and consequences for event of default will be applicable.

For any additional item executed as per site requirements with approval of BRIC-NABI, the supplier will submit the market rate analysis/DSR rates to determine the rate of additional item/items executed.

12.2 Signing of Non-Disclosure Agreement

1) The successful Bidder shall sign a Non-Disclosure Agreement (NDA) with BRIC-NABI Mohali as per Form-10 and submit the same within 14 days

from the date of issue of contract.

2) The successful bidder shall also sign a Non-Disclosure Agreement with employees who are deployed in this project during implementation and operations.

3) The successful Bidder shall ensure that all persons, employees, workers and other individuals engaged by Bidder in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Bidder unless such person is found to be suitable in such verification and Bidder/System Integrator shall retain the records of such verification and shall produce the same to BRIC-NABI Mohali as when requested. BRIC-NABI Mohali may also, if required, go for verification of manpower of Bidder/System Integrator engaged for this project from government agencies.

12.3 Purchase Order and Signing of Contract

12.3.1 Selection of Successful Bidder(s)

The BRIC-NABI Mohali shall award the contract to the Bidder whose bid is Technically successful and L-1 bidder if its final price (after negotiation if negotiation(s) are done found to be reasonable as per evaluation criteria detailed in the Tender Document).

12.3.2 Performance Security

Within thirty (30) days of issuance of contract through GeM Portal, performance Security as per details in GCC-5.8 shall be submitted by the successful bidder to the BRIC-NABI Mohali and if it fails to do so within the specified period, it shall be lawful for the BRIC-NABI Mohali at its discretion to annul the award and enforce Bid Securing Declaration.

12.3.3 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the GeM Portal.

13 Integrity Pact:

The bidder is required to enter into an Integrity Pact with BRIC-NABI. For this, the bidder shall submit the scanned copy of signed, stamped and notarized Integrity Pact on Rs. 100/- stamp paper, as part of technical bid, failing which, the proposal/bid submitted by the concerned bidder will be summarily rejected.

The original document should be couriered to BRIC-NABI. The bidder must comply with the Integrity Pact (IP) as a preliminary qualification and sign the Integrity Pact (IP) as at Form 8 on plain paper.

Section III
General Conditions of Contract (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Equipment' shall be deemed to include the complete work i.e delivery, installation, testing, training, commissioning, warranty & any other service stipulated in tender document.
- 7) Any reference to 'Contract' shall be deemed to include all other documents as described in GCC-**clause 2.5**.
- 8) Any reference to any Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time.

1.2 Definitions

In the contract, unless the context otherwise requires:

- 1) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply Equipment, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 2) "Bidder" (including the term 'Bidder', 'System Integrator, in specific contexts) means any person or firm or company, every **artificial juridical** person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a Tender Process.
- 3) "Bill of Quantities" {(including the term Financial Bid(BOQ))} means the financial sheet and complete Bill of Quantities forming part of the bid.
- 4) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

5) "Consignee" means the person to whom the Equipment are required to be delivered as stipulated in the contract or intimates at later date.

6) "Contract" means and includes 'Contract issued from GeM Portal', 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or, or 'Agreement' or a 'repeat order' accepted/ acted upon by the Bidder/System Integrator or any amendment thereof, or a 'formal agreement', under specific contexts;

7) "Bidder/ System Integrator/ Successful Bidder" (including the terms 'Supplier' or 'Service Provider', 'System Integrator', or 'Firm' or 'Vendor' or 'Bidder' under specific contexts) means the person, firm, company, with whom the contract is entered into and shall be deemed to include the System Integrator's successors (which is/are approved by the BRIC-NABI Mohali), representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;

8) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).

9) "General Conditions" means the General Conditions of Contract, also referred to as GCC.

10) "Government" means the Central Government or a State Government as the case may be and includes Autonomous Bodies, agencies and Public Sector Enterprises under it, in specific contexts;

11) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the Equipment or services or works, and comparing the same with the specified requirement to determine conformity.

12) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

13) "Parties": The parties to the contract are the "Bidder/successful Bidder" as defined in this clause (7) above and the BRIC-NABI Mohali;

14) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Bidder/System Integrator in the form prescribed for the due performance of the contract;

15) "Location of Delivery" the delivery of the Equipment shall be deemed to take place on delivery of the Equipment, at following places (as defined in BoM- Section-IV) as per the terms and conditions of the contract.

16) "Consignee" The consignee at his premises; or the consignee at the destination station in case of a contract stipulating for delivery of Equipment at the destination station.

17) "Procurement" (or 'Purchase', or 'Government Procurement/ Purchase') means the acquisition of Equipment/ Services/ works by way of purchase, either using public funds or any other source of funds (e.g. grant

etc.), by BRIC-NABI Mohali, The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;

18) "The Procuring Entity/Organisation" means BRIC-BRIC-NABI Mohali in its capacity as Implementing agency for procuring Equipment & Services;

19) "Store Purchase Officer/Procurement Officer" means the officer dealing the project issuing the Tender Document, Purchase order from GeM and/or the signing contract or etc. on behalf of the BRIC-NABI Mohali;

20) "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the supply of Equipment or performance of services that prescribes the requirement to which Equipment or services have to conform as per the contract.

21) "Signed" means ink signed with stamp or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time).

22) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, forms, formats, etc.) published by the BRIC-NABI Mohali on GeM Portal to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

23) "Tender No./ xxxx" refers to the GeM Bid Number, Bidders should add this number same as GeM Bid Number in all documentation pertaining to this tender.

24) "GeM Portal"; (includes e procurement) Government e Marketplace website on which this tender will be hosted and other tender related activities will be performed.

25) "Sites"; Locations where equipment(s) will be delivered as per scope of tender.

1.3 Abbreviations:

Abbreviation	Definition
BoM/BOQ	Bill of Material / Bill of Quantities (Financial Bid)
BSD	Bid Securing Declaration
DP	Delivery Period
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
EFT/ NEFT	(National) Electronic Funds Transfer
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GeM ATC	GeM Additional Terms and Condition
GeM GTC	GeM General Terms and Conditions
GeM STC	GeM Standard Terms and Conditions
GST	Goods and Services Tax
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
MII	Make in India
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
P.O	Purchase Order
RCM	Reverse Charge Mechanism
TDS	Tax Deducted at Source
CMC	Comprehensive Maintenance Contract
TIA	Tender Inviting Authority
AMC	Annual Maintenance Contract

2 The Contract

2.1 Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

The Contract to be issued on GeM portal and its related documents constitutes the entire agreement between the BRIC-NABI Mohali and the System Integrator. The validity of Contract will be from the date of issue of contract on GeM Portal till the completion of warranty of equipment(s).

2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4 Parties

The parties to the contract are the Bidder/System Integrator and the BRIC-NABI Mohali, as defined in GCC- clause 1.2.

2.5 Contract Documents

The following documents shall be considered to be an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Contract issued on GeM Portal.
- 2) Valid and authorized Amendments issued to the contract.
- 3) Final written submissions made by the Bidder/Bidder/System Integrator during negotiations, if any;
- 4) GeM GTC i.e General Terms and Conditions
- 5) GeM (STC i.e Special Terms & Conditions & ATC i.e Additional Terms & Conditions) if any
- 6) Bid document, Forms and Formats signed and submitted by bidder
- 7) Integrity Pact
- 8) Modifications/ Amendments, Waivers and Forbearances
- 9) Tender Document and its amendment/Corrigendum
- 10) Non-Disclosure Agreement

2.5.1 Modifications/ Amendments of Contract

- 1) If any of the contract provisions must be modified after the contract

documents have been signed, the modifications shall be made in writing and signed by the BRIC-NABI, Mohali, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the BRIC-NABI Mohali. Requests for changes and modifications may be submitted in writing by the Bidder/System Integrator to the BRIC-NABI Mohali. At any time during the currency of the contract, the BRIC-NABI Mohali may suo- moto or, on request from the bidder/System Integrator, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

2) If the bidder/Bidder/System Integrator does not agree to the suo-moto modifications/amendments made by the BRIC-NABI Mohali, it shall convey its views within 07 days from the date of amendment/ modification conveyed. Otherwise, it shall be assumed that the bidder/Bidder/System Integrator has consented to the amendment.

3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the BRIC-NABI Mohali unless and until the same is incorporated in a formal instrument and signed by the BRIC-NABI Mohali, and till then the BRIC-NABI Mohali shall have the right to repudiate such arrangements.

2.5.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of BRIC-NABI Mohali's rights, powers, or remedies under this Contract must be in writing, dated, and signed by the Competent Authority of the BRIC-NABI Mohali granting such waiver and must specify the terms under which the waiver is being granted.

2) No relaxation, forbearance, delay, or indulgence by BRIC-NABI Mohali in enforcing any of the terms and conditions of this Contract or granting of an extension of time by BRIC-NABI Mohali to the bidder/Bidder/System Integrator shall, in any way whatsoever, prejudice, affect, or restrict the rights of BRIC-NABI Mohali under this Contract, neither shall any waiver by BRIC-NABI Mohali of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3 Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

2) Irrespective of the location of delivery, or the location of performance or the location of payments under the contract, the contract shall be deemed to have been made at Mohali/Chandigarh. The courts of such a location (i.e. Mohali/Chandigarh) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

4 Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing (Letter/email/GeM clarification modes), in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.

4) Such communications would be an instruction or a notification or an acceptance or a certificate from the BRIC-NABI Mohali, or it would be a submission or a notification from the System Integrator.

4.2 The person signing the Communications

For all purposes of the contract, there under all communications to the other party shall be signed by:

1) The Authorized signatory on behalf of the bidder/Bidder/System Integrator shall sign all correspondences.

2) The Procurement Officer issuing the contract shall administer the contract and sign communications on behalf of the BRIC-NABI Mohali. Principal Investigator(PI), Co-PIs; any office authorized in writing by competent authority, CIAB and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

1) The address of the Bidder/System Integrator as mentioned in the contract unless the Bidder/System Integrator has notified the change of address by a separate communication containing no other topic to the BRIC-NABI Mohali. The Bidder/System Integrator shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

2) The address of the BRIC-NABI Mohali shall be the address mentioned in the contract. The Bidder/System Integrator shall also send additional copies to officers of the BRIC-NABI Mohali presently dealing with the contract.

3) In case of the communications from the System Integrator, copies of communications shall be marked to the Procurement Officer issuing the contract, and as relevant also to Principal Investigator(PI), Co-PIs; interim/ultimate consignee and paying authorities mentioned in the contract.

Unless already stipulated in the contract before the contract's start, the BRIC-NABI Mohali and the Bidder/System Integrator shall notify each other if additional copies of communications are to be addressed to additional addresses.

5 Bidder/System Integrator's Obligations and restrictions on its Rights

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's

Business

The Bidder/System Integrator must proactively keep the BRIC-NABI Mohali informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

5.2 Obligation to Maintain Eligibility and Qualifications

The contract would be awarded to the Bidder/System Integrator based on specific eligibility and qualification criteria. The Bidder/System Integrator is contractually bound to maintain such eligibility and qualifications during the entire duration (including its extensions) of the contract. Any change which would vitiate the basis on which the contract was awarded to the Bidder/System Integrator should be pro-actively brought to the notice of the BRIC-NABI Mohali within 7 days of it coming to the System Integrator's knowledge. These changes include but are not restricted to the Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declarations.

5.3 Consequences of a breach of Obligations

Should the Bidder/System Integrator commit a default or breach of GCC-clause 5.1 to 5.6, the Bidder/System Integrator shall remedy such breaches within 21 days, keeping the BRIC-NABI Mohali informed. However, at its discretion, the BRIC-NABI Mohali shall be entitled, and it shall be lawful on its part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the BRIC-NABI Mohali as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.6 or on any question whether the Bidder/System Integrator has committed a default or breach of any of the conditions shall be final and binding on the System Integrator.

5.4 Assignment and Sub-contracting

1) All the manpower to be deployed in project for delivery, installation, testing & commissioning and operation & maintenance including onsite support should be on the payroll of the Bidder/System Integrator or OEM whose equipment(s) are offered. Outsourcing of manpower will not be allowed.

2) The Bidder/System Integrator shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

3) The Bidder/System Integrator shall take prior permission in writing from BRIC-NABI Mohali for any sub-contracting that the Bidder/System Integrator wish to enter into for limited Works (e.g. loading/ unloading, racking & stacking of equipment(s), laying of Data Center cabling etc.).

4) If the Bidder/System Integrator sublets or assigns this contract or any part thereof without such permission, the BRIC-NABI Mohali shall be entitled,

and it shall be lawful on its part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.5 Indemnities for breach of IPR Rights or from other issues

1) the Bidder/System Integrator shall indemnify and hold harmless, free of costs, the BRIC-NABI Mohali and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Equipment provided by the Bidder/System Integrator under this Contract, as a result of any

infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

a) any design, data, drawing, specification, or other documents or Equipment provided or designed by the Bidder/System Integrator for or on behalf of the BRIC-NABI Mohali.

b) The installation of the Equipment by the Bidder/System Integrator or the use of the Equipment at the BRIC-NABI Mohali's/ other end user Sites.

2) If any proceedings are brought, or any claim is made against the BRIC-NABI Mohali arising out of the matters referred above, the BRIC-NABI Mohali shall promptly give the Bidder/System Integrator a notice thereof. At its own expense and in the BRIC-NABI Mohali's name, the Bidder/System Integrator may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the BRIC-NABI Mohali informed.

3) If the Bidder/System Integrator fails to notify the BRIC-NABI Mohali within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the BRIC-NABI Mohali shall be free to conduct the same on System Integrator's behalf at the risk and cost to the System Integrator.

4) The Bidder/System Integrator shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the BRIC-NABI Mohali, end users/ its customers against the effect of non-observance of any such laws.

5.6 Confidentiality and IPR Rights

5.6.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other

documents and software submitted by the Bidder/System Integrator under this Contract shall become and remain the property of the BRIC-NABI Mohali and must not be shared with third parties or reproduced, whether in whole or part, without the BRIC-NABI Mohali's prior written consent. The Bidder/System Integrator shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the BRIC-NABI Mohali, together with a detailed inventory thereof.

5.6.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the BRIC-NABI Mohali to the System Integrator, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the BRIC-NABI Mohali and shall not, without the prior written consent of BRIC-NABI Mohali neither be divulged by the Bidder/System Integrator to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the BRIC-NABI Mohali, all copies of all such information in original shall be returned on completion of the System Integrator's performance and obligations under this contract.

5.6.3 Obligations of the Bidder/System Integrator

1) Without the BRIC-NABI Mohali's prior written consent, the Bidder/System Integrator shall not use the information mentioned above except for the sole purpose of performing this contract.

2) The Bidder/System Integrator shall treat and mark all information as confidential and shall not, without the written consent of the BRIC-NABI Mohali, divulge to any person other than the person(s) employed by the Bidder/System Integrator in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

3) The obligation of the Bidder/System Integrator under sub-clauses above, however, shall not apply to information that:

- a) now or hereafter is or enters the public domain through no fault of System Integrator;
- b) can be proven to have been possessed by the Bidder/System Integrator at the time of disclosure and which was not previously obtained, directly or indirectly, from the BRIC-NABI, Mohali/; or
- c) otherwise lawfully becomes available to the Bidder/System Integrator from a third party that has no obligation of confidentiality.

4) The above provisions shall not in any way modify any undertaking of confidentiality given by the Bidder/System Integrator before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

5) The provisions of this clause shall survive after completion or termination (for whatever reason) of the contract.

5.7 Performance Bond/ Security

1) The successful bidder shall submit a Performance Security @ 5% of total value of Purchase Order within 28 days from the date of issuance of contract. The Performance Security if submitted in the form of Bank Guarantee and Fixed Deposit should be valid for a minimum period of 39 months (Implementation period/Warranty Period+ Claim Period of 3 months). The Performance security shall be submitted in one of the following forms:

a. Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank or online Payment (Account details given below).

1	BeneficiaryName & Address	Executive Director, BRIC-NABI Mohali.
2	Bank Name	State Bank of India
3	Bank Branch & Address	SCO 35, Phase I, SAS Nagar, Mohali
4	Beneficiary Account No	31791059995
5	IFSC code	SBIN0001828

1. Contact person from BRIC-NABI

1. Sh. S. Krishnan, Manager(Administration) – 8146085566

purchase@nabi.res.in

2. Sh. Hardip Singh. Store Purchase Officer - 9872499047

spo@ciab.res.in

b. Bank Guarantee should be issued by a scheduled commercial bank in India, in the prescribed form provided in Format 1.1.

2) If the Bidder/System Integrator fails to furnish Performance Security within the specified period of 14 days, it shall be lawful for the BRIC-NABI Mohali at its discretion to annul the award and enforce Bid Securing Declaration, besides taking any other actions.

(a) If the Bidder/System Integrator during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the BRIC-NABI Mohali at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/default, or

(b) without terminating the Contract:

- i. recover from the Bidder/System Integrator the amount of such security deposit by deducting the amount from the pending bills of the Bidder/System Integrator under the contract or any other contract with the BRIC-NABI Mohali, or
- ii. treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.

3) Bidder/System Integrator needs to extend the validity of Performance Security as and when asked by BRIC-NABI Mohali due to Extension of project timelines or if any other valid reason.

4) In the event of any amendment issued to the contract, the Bidder/System Integrator shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

5) The BRIC-NABI Mohali shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

any default, or failure or neglect on the part of the Bidder/System Integrator in the fulfilment or performance in all respect of the contract under reference or any other contract with BRIC-NABI Mohali or any part thereof for any loss or damage recoverable from the Bidder/System Integrator which the BRIC-NABI Mohali may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.

6) Subject to the sub-clause above, the BRIC-NABI Mohali shall release the performance security on completing all contractual obligations at the satisfaction of BRIC-NABI Mohali, including the warranty obligations.

7) No interest will be payable by BRIC-NABI Mohali on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment by BRIC-NABI Mohali.

5.8 Permits, Approvals and Licenses

Whenever the supply of Equipment(s) and Services requires that the Bidder/System Integrator obtain permits, approvals, and licenses from local public authorities, it shall be the Bidder/System Integrator's sole responsibility to obtain these and keep these current and valid.

6 Scope of work, Project Management and Technical Specifications

6.1 Scope of work

1) This contract is for the supply, installation, testing, commissioning and successfully demonstration of equipment(s) of the description, specifications, in the quantities outlined in the contract on or before the dates specified therein.

2) Training: Bidder/System Integrator shall provide the training for installation, operation and maintenance of supplied equipment(s) as detailed in Section-VII.

Note: OEM based training is required on individual products/equipment /solutions, Further, on overall solution, Bidder/System Integrator's Subject Matter Experts may provide the training.

3) **Maintenance of Equipment(s):** the Bidder/System Integrator shall be required to perform maintenance of supplied Equipment(s) for specified duration from the respective date of acceptance of project as per specified milestones .

4) **AMC (Annual Maintenance Contract) for specified duration of equipment.**

5) **Scope of Work detailed as per Section VII**

6.2 Project Planning and Management:

To have an effective project management system in place, it is necessary for the Bidder/System Integrator to provide regular project reports to BRIC-NABI Mohali to monitor the Project Progress at different periodicity basis (during different phases of project) such as weekly and monthly basis.

The Bidder/System Integrator shall address at the minimum of the following but not limited to:

- i. Create an organized set of activities for the assigned activities;
- ii. Coordinate and collaborate with various stakeholders;
- iii. Establish and measure resource assignments and responsibilities;
- iv. To prepare a schedule including milestones, highlighting the dependencies, risks, sub activities wise plan with actions owners per milestone;
- v. Measure project deadlines and performance objectives;
- vi. Communicate to stakeholders with meaningful reports;
- vii. Provide facility for detecting problems and inconsistencies and Development of Best Practices Document

During the project implementation, the Bidder/System Integrator shall report the following items to the BRIC-NABI Mohali via the reports:

- i. Results accomplished during the period;
- ii. Cumulative deviations to date from schedule of progress on milestones as specified in this RFP read with the agreed and finalized schedule;
- iii. Corrective actions & risk mitigation strategies to be taken to achieve milestones as per planned schedule of progress;
- iv. Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of the System Integrator;

v. Other issues and outstanding problems, and actions proposed to be taken;

vi. Dependencies resolution plan / Interventions which Bidder/System Integrator expects to be made by BRIC-NABI Mohali and/ or actions to be taken by the BRIC-NABI Mohali before the next reporting period. Progress reports would be prepared by Bidder/System Integrator on a fortnightly basis. These reports may be required to be shared with either the authorized person from BRIC-NABI Mohali/, as the case may be;

vii. Issue Management to help identify and track the issues that need attention and resolution from the BRIC-NABI Mohali / Other stakeholders;

viii. Scope Management to manage the scope and changes through a formal management and approval process;

Risk Management to identify and manage the risks that can hinder the project progress. The plan of activities to be carried out by the Bidder/System Integrator at the initial stage of the project shall be reviewed by the BRIC-NABI Mohali. The Bidder/System Integrator shall update and maintain the Plan throughout the duration of the engagement. All changes are to be reviewed and approved by the BRIC-NABI Mohali or appointed representatives.

Bidder/System Integrator must ensure that project coordinator to be deployed at must have minimum of seven (07) years' experience in handling large projects who will handle all assigned activities of project till its completion. He must be placed at BRIC-NABI, Mohali and Bidder/System Integrator must ensure that person is dedicated for this project only. Qualification and experience of Project Coordinator shall be B.E./B.Tech/M.Tech in relevant field of tender subject to 7 Years relevant experience for managing large projects.

6.3 Technical Specifications and Warranty

The Equipment & Services to be provided by the Bidder/System Integrator under this contract shall conform to the technical specifications mentioned in **Technical Specification 'under Sections V** of the Tender Document. For standards and requirements where no applicable specifications are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable.

- 1) The Equipment supplied shall be entirely brand new and unused.
- 2) The Equipment(s) specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements. The bidders should quote the products strictly as per the tendered specifications or of higher specifications giving exact make & model and specifications. All the technical literature for the products offered by the bidder may be enclosed in the bid.
- 3) The bidders should give clause-by-clause compliance for the technical specification of the equipment along with cross reference of individual points from product data sheet/ literature which is to be submitted in their technical bids.
- 4) Bidders must provide make and model of offered equipment etc. as per Form 3A i.e Unpriced Make and Model of Offered Equipment(s) compliance.

6.4 Warranty

The following warranty clauses shall apply:

- 1) The Equipment supplied and services rendered by the Bidder/System Integrator shall be in accordance with the tender specifications. The Bidder/System Integrator shall carry onsite comprehensive Warranty for three (3) years for all supplied equipment(s), software, utilities etc. The warranty

period shall start from the respective date(s) of successful commissioning by Bidder/System Integrator and acceptance by BRIC-NABI Mohali of each milestone.

2) Obligations of the Bidder/System Integrator under the warranty clause shall remain valid for all the sites installed, accepted and paid-for; even though the contract is terminated for any reason whatsoever.

3) OEM Warranty certificates must be submitted by Bidder/System Integrator at the time of delivery of Equipment. For the intervening period between Date(s) of Delivery and Date(s) of acceptance, the Bidder/System Integrator shall get the warranty extended from OEM and shall submit necessary document proof in this regard at the time of submission of invoice(s).

4) Warranty document should also reflect the complete address and contact numbers of OEMs for AMC/CMC (option for the BRIC-NABI, Mohali to have or not to have) beyond warranty period. The warranty period will commence from the date of handing over of complete site by bidder/system Integrator after making the facility fully functional (duly certified by BRIC-NABI).

5) In case of any rectification of a defect or replacement of any defective Equipment during the warranty period, the warranty for the rectified/ replaced Equipment shall remain till the original warranty period and same should reflect on OEM's website with revise equipment details, if such facility available with OEM.

6) All ongoing software upgrades, patches for all major and minor releases should be provided during the warranty period.

7) OEM support should be provided on all days and at all hours.

8) All types of support (hardware/software trouble shooting, maintenance etc.) at will be provided by the Bidder/System Integrator.

9) The Bidder/System Integrator shall arrange for free Onsite comprehensive maintenance for a period of warranty from the date/dates of acceptance of the project milestone wise with regard to rectification/removal of defects if any observed during this period. If the Bidder/System Integrator does not arrange to rectify the defects observed during the maintenance period within a reasonable time (10 days), the BRIC-NABI MOHALI/End user shall be at liberty to get such defects rectified at the cost and risk of the Bidder/System Integrator in addition to levying of penalties.

10) **Warranty period and penalties thereof:**

- i. for faults in any of the equipment, Penalty @ 0.25 % of equipment cost per week or part thereof will be deducted beyond 72 hours from the reporting time of fault. In case fault persist for more than 15 days from the reporting time of fault, then Penalty @ 0.5 % of equipment cost per week will be deducted.

ii. If the bidder/System Integrator, having been notified, fails to rectify/replace the defect(s) within 20 days, it shall amount to breach of Contract for default, and the BRIC-NABI, Mohali may avail any or all remedial action(s) mentioned under termination clause for default.

iii. No penalty will be imposed for downtime asked by the bidder for patch upgradation etc. However, any of this activity shall be done only in off peak hour and after taking due permission from BRIC-NABI.

iv. Penalties will be deducted from due payment/performance securities.

7 Inspection and Quality Assurance

7.1 Tests and Inspections

BRIC - BRIC-NABI Mohali or its representative shall have the right to inspect or to test the Equipment(s) at OEM/Manufacturer site to confirm their conformity to the ordered specifications. The cost of travel and stay will be born by bidder. The Bidder/System Integrator shall provide all reasonable facilities and assistance to the inspecting authority at no charge to BRIC-NABI Mohali. In case any inspected or tested equipment fail to conform to the specifications, BRIC-NABI Mohali may reject them and Bidder/System Integrator shall replace the rejected equipment with the equipment in conformity with the specification required free of cost to BRIC-NABI Mohali.

7.2 Consequence of Rejection

Upon the Equipment being rejected by the BRIC-NABI Mohali, the BRIC-NABI Mohali shall be at liberty to demand that such equipment(s) shall be removed and replaced with a brand-new equipment by the Bidder/System Integrator at his cost subject as hereinafter stipulated, within 15 days from the date of intimation of such rejection. The decision of the BRIC-NABI Mohali for rejection shall be final in all respects. The Bidder/System Integrator shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Equipment without being entitled to any extra payment on that or any other account. Replaced equipment shall have same or higher specifications. Bidder/System Integrator shall provide the replacement within a maximum of 30 days, if Bidder/System Integrator fails to do so, then it will be treated as breach of contract as per clause 12.1 and accordingly remedial action may be initiated.

7.3 BRIC-NABI Mohali's right of Rejection of Inspected Equipment

1) Equipment accepted by the BRIC-NABI Mohali after inspection in terms of the contract shall in no way dilute the BRIC-NABI Mohali's right to reject the same later if found deficient concerning 'Technical Specifications'.

2) Notwithstanding any approval which the BRIC-NABI Mohali may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the contract and

notwithstanding delivery of the Equipment, it shall be lawful for BRIC-NABI Mohali, to inspect, test and, if necessary, reject the Equipment or any part, portion or consignment thereof, after the Equipment' arrival at the final destination within a reasonable time after actual delivery thereof at the delivery locations mentioned in the contract, if such Equipment or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

8 Transfer of Assets and Ownership

8.1 Transfer of Assets

The ownership of the supplied Equipment along with its warranty and all other associated rights shall be transferred within 60 days to BRIC-NABI; after successful Commissioning and Acceptance of each milestone by BRIC-NABI Mohali. All the risks, responsibilities, liabilities thereof in respect of all equipment shall remain with Bidder/System Integrator till acceptance of each milestone. All licenses are to be provided in the name of **BRIC-NABI, Mohali**. Contact details including email id of BRIC-NABI officials will be provided to L-1 bidder. Bidder/System Integrator shall provide following documents during handover of assets as per milestones:

- 1) Invoices with serial no of devices
- 2) Bill of Material
- 3) OEM Warranty certificates
- 4) Duly received Delivery challan.
- 5) Software license detail, if any
- 6) Final Acceptance report
- 7) Any other document specified by BRIC-NABI Mohali

Note: Bidder/System Integrator may provide signed/ digitally signed copies of these documents by the authorised signatory of System Integrator/OEM.

8.2 Ownership

Till the final commissioning of the facility, the equipment/software/utilities etc. procured will be in the charge of bidder/system integrator. Any loss/damage due to theft, burglary, fire, or any natural disaster will be the responsibility of bidder/system integrator. The bidder shall make his own arrangement for the safety of equipment/software/utilities etc.

9 Terms of Delivery and delays

9.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been issued by GeM Portal. There will be 10 days for mobilization at site from the date of contract issued on GeM. The dates of SITC of the facility shall be counted from the date of contract+ 10 days. The bidder shall also provide the order acknowledgement and

agreement within 07 days of contract issued at GeM portal.

9.2 Place (destination/Location) of Delivery

The sites where the Equipment are to be delivered have been stipulated in the Section IV – Bill of Material i.e BRIC-NABI, S.A.S. Nagar, Mohali.

9.3 Terms of Delivery, Installation, testing, commissioning, Demonstration & Acceptance

1. All Equipment & Services shall be offered at site including logistics, transportation, loading/unloading, installation, testing, commissioning & demonstration. The cost of the same may be included in offer price. All aspects of safe delivery shall be the sole responsibility of the bidder.

2. The Bidder/System Integrator shall deliver the consignment at the location as detailed in the Bid/contract, the quantities of the Equipment detailed therein, and the Equipment shall be delivered/installed/commissioned/demonstrated not later than the dates stipulated in the tender/contract. The SITC of the facility shall not be complete unless the completion of the successful supply installation and demonstration and testing of facility are inspected and accepted by the BRIC-NABI Mohali as provided in the contract.

3. The completion time of scope of work will be 130 days from the 10th day of issuance of contract on GeM. Time is an essence for scientific & research Institute, so the completion time to be adhere with complete attention on the project. Beyond this period of completion (9.3.1.3), there will liquidated demurrage (LD) @ .5% per week for the delay period upto maximum of 10% of the total value of contract. In case the Bidder/System Integrator fails to handover the site functional in all respect before the expiry of the completion time then bidder must apply to BRIC -BRIC-NABI Mohali in writing to extend the delivery period and obtain the approval from the competent authority, BRIC-NABI, Mohali, however, if BRIC-NABI extend the same on bidder request, the LD will be attracted from the original date of completion of scope of work (T+10+130 days).

4. The acceptance of complete scope of work is in the domain of BRIC-NABI, Mohali. The accepting authority duly authorized by competent authority will accept the material duly functional and meeting all the specifications and standards of tender.

5. Timeline for Delivery, Installation, testing, commissioning & Acceptance:

Table1: Timelines for milestones

S l. N o.	Activity/Milestones	Timelines

1	Date of issue of contract on GeM. This is being referred as 'T' as Time. Site will be handed over on the day of contract issued on GeM.	T
2	Mobilization Time	T+ 10 days
3	Supply/Installation, Testing Commissioning & commissioning of Complete Equipment/Software /utilities etc. for Acceptance Testing (AT) to BRIC-NABI Mohali as per Acceptance Testing Plan (ATP).	T+ 10+130 days
5	Maintenance and related activities under warranty period (Comprehensive Maintenance)	3 years after Successful completion, acceptance and demonstration
6	OEM's Training as per Scope of work	T + 10+130 days

9.4 Delay in the Bidder/System Integrator's performance

If the Bidder/System Integrator fails to deliver the Equipment(s) or any instalment thereof or delays in provision of Services (e.g. delivery, installation, commissioning, training, O&M etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the BRIC-NABI Mohali may without prejudice to System Integrator's other rights:

- 1) recover from the Bidder/System Integrator liquidated damages as per clause 9.5(2) below, or
- 2) treat the delay as a breach of contract as per clause 12.1 below and avail all the remedies therein.

9.5 Extension of Delivery Period and Liquidated Damages:

BRIC-NABI Mohali may, on the request of the bidder or otherwise, extend the delivery date suitably subject to the following conditions:

- 1) The original Delivery Period may be re-scheduled by the BRIC-NABI Mohali without any Liquidated damages if such reschedule is warranted due to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the BRIC-NABI Mohali. In all other cases, if any extension is given then same shall also attract LD as given in clause 9.5.2 below. The hindrance register should be maintained by supplier to claim.

- 2) **Liquidated Damages (LD):** If the Bidder/System Integrator fails to meet the

prescribed timelines due to any reason whatsoever then in such a case BRIC-NABI Mohali would be entitled to impose the Liquidated Damages for the delay @ 0.5 % of the Contract value of the respective item per week or part of the week of delayed period. Overall Liquidated Damages shall be restricted to 10% of the total value of the contract. In case, delay beyond 5 weeks, BRIC-NABI Mohali may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1. The LD will be deducted from the payment to be released to bidder from the invoice/bill received.

9.6 Force Majeure:

1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Equipment(s) and Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemic, quarantine restrictions, strikes, lockouts, or acts of God, or any other defined by government, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by BRIC-NABI Mohali in writing, the Bidder/System Integrator shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, then in such a case either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

2) None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10 Prices and Payments Terms:

1. Procuring Entity is BRIC-NABI Mohali, and the invoicing should be in the name of Executive Director, BRIC-NABI Mohali.

2. Payments to Bidder/System Integrator shall be made through EFT only. The Bidder/System Integrator shall provide necessary information/documents for receipt of payment through EFT.

3. Any payment shall be subject to submission of performance security in line with the requirements specified under the Performance Security Clause. Payments shall only be made in Indian Rupees.

4. The Bidder/System Integrator shall submit its claim for payment in writing along with relevant supporting documents, as stipulated in Contract and in the manner as also specified herein.

5. The documents which the Bidder/System Integrator is to furnish while claiming payment after are:

- a. Original Invoice (GST Compliant format) with serial no of each item.
- b. Delivery challan duly received (sign & stamped from concerned officer) for all locations
- c. Licenses (software & Equipment)
- d. Warranty document from OEM.
- e. Successful Commissioning and Acceptance report also to be submitted for claiming the payment after commissioning.
- f. Attendance Sheet of Manpower duly signed & Stamped by the Bidder/System Integrator.
- g. Any other document specified by BRIC-NABI Mohali during the course of the project.

6. Payment Terms:

The total payment due shall be the Total Cost Quoted by the successful (L1) bidder in the Financial Bid on GeM i.e. "all-inclusive cost (including taxes, etc) for Bidder/System Integrator + Procurement of Equipment, Software, utilities (including testing/commissioning/demonstration) excluding AMC for equipment as stipulated in the tender document".

The payment to the bidder for work done will be processed through a letter of credit, keeping in view the progress of work.

- (a) 20% of the total payment will be released when at least 20% of the Goods/Services are delivered/provided (with commissioning) and submission of PBG (5% of order value)

The payment for software/automation will only be considered for the calculation of 20% when related equipment is readily available/commissioned.

- (b) Subsequent 4 payments of 20% each will be released in the manner as mentioned at point 6(a).

- (c) The validity of software shall commence from the date of commissioning of the relevant equipment/hardware.

- (d) All payments are subject to statutory deductions.

- (e) BRIC-NABI will deduct LD and/or penalty and/or other recoveries (if any) before releasing any payments. Penalty and/or other recoveries (if any) shall be required to be paid by the Bidder/System Integrator within 30 days from the date of intimation sent by BRIC-NABI in this regard, else the same will be recovered by invoking the submitted BGs.

11 Arbitration

- 1) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach

of contact) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.

2) 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/order, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Executive Director, BRIC-NABI 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.

The venue of the arbitration shall be the place from where the order is issued.

3) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

4) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. The disputes, if any, will finally be settled in the arbitration.

5) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.

6) The award of arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Bidder/System Integrator shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Bidder/System Integrator hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

Note: In case if Bidder is PSE (Public Sector Enterprise) the Dispute resolution mechanism will be as follows:

BRIC-NABI Mohali and the Bidder/System Integrator shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be resolved by using the Administrative Mechanism for Resolution of Dispute (AMRD) in line with communication No. 332619/338367/LS/2019 dated 28.02.2020 or as amended (if any) issued by the Department of Legal Affairs, Ministry of Law & Justice, Government of India.

12 Defaults, Breaches, Termination, and closure of Contract

12.1 Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Bidder/System Integrator undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the BRIC-NABI Mohali's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

1) **Default in Performance and Obligations:** if the Bidder/System Integrator fails to deliver any or all of the Equipment(s) and services or fails to perform any other contractual obligations (including obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the BRIC-NABI Mohali.

2) **Insolvency:** If the Bidder/System Integrator shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment , or

3) **Liquidation:** if the Bidder/System Integrator is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture- holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, 'Notice of Default' shall be issued to the System Integrator, giving two weeks' time to resolve the issues mentioned in the notice. Despite serving NFD, BRIC-NABI Mohali would be having right to invoke contractual remedies to safeguard its interest.

12.1.3 Terminations for Default

1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the BRIC-NABI Mohali, if so decided, shall by written Notice of Termination for Default sent to the System Integrator, terminate the contract in whole or in part, without compensation to the System Integrator.

2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the BRIC-NABI Mohali after that.

3) Unless otherwise instructed by the BRIC-NABI Mohali, the Bidder/System Integrator shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the

termination.

12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution of the issues raised in the 'Notice of Default' within the period specified in the notice, then BRIC-NABI Mohali may take any one; or more of the following contractual remedies.

1) Temporary withhold payments due to the Bidder/System Integrator till recoveries due to invocation of other contractual remedies are complete.

2) Recover liquidated damages for delays.

3) Encash and/ or Forfeit performance or other contractual securities.

4) Debar the Bidder/System Integrator from participation in future procurements as follows:

5) BRIC-NABI Mohali may debar the Bidder/System Integrator or any of its successors from participating in any Tender Process undertaken by it for a period not exceeding two years commencing from the date of debarment. Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

6) Risk and Cost Procurement: In addition to termination for default, the BRIC-NABI Mohali shall be entitled, and it shall be lawful on its part, to procure Equipment and services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the System Integrator. Such 'Risk and Cost Procurement' will be contracted within nine months from the breach of Contract. The Bidder/System Integrator shall be liable for any loss which the BRIC-NABI Mohali may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Bidder/System Integrator shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the BRIC-NABI Mohali. It shall not be necessary for the BRIC-NABI Mohali to notify the Bidder/System Integrator of such procurement. It shall, however, be at the discretion of the BRIC-NABI Mohali to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Equipment which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be twelve months instead of nine months provided above.

7) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

12.1.5 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Bidder/System Integrator to the BRIC-NABI Mohali, whether under the contract, in tort or otherwise, shall not exceed the total Contract value, provided that this limitation

shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder/System Integrator to indemnify the BRIC-NABI Mohali concerning IPR infringement.

12.2 Termination for Default/ Convenience of BRIC-NABI Mohali

12.2.1 Notice for Determination of Contract

1) The BRIC-NABI Mohali reserves the right to terminate the contract, in whole or in part for its (the BRIC-NABI Mohali's) convenience, by serving written 'Notice for Determination of Contract' on the Bidder/System Integrator **by giving sixty (60) days prior notice** during the currency of the contract. The notice shall specify that the termination is for the convenience of the BRIC-NABI Mohali of the contract. The notice shall also indicate inter-alia, the extent to which the System Integrator's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3) Unless otherwise instructed by the BRIC-NABI Mohali, the Bidder/System Integrator shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, shall continue to survive despite the termination.

12.3 Closure of Contract

12.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the Bidder/System Integrator shall submit a 'No-claim certificate' to the BRIC-NABI Mohali requesting the release of its contractual securities, if any. The BRIC-NABI Mohali shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the System Integrator. The Bidder/System Integrator shall not be entitled to make any claim whatsoever against the BRIC-NABI Mohali under or arising out of this Contract, nor shall the BRIC-NABI Mohali entertain or consider any such claim, if made by the System Integrator, after he shall have signed a "No Claim" Certificate in favour of the BRIC-NABI Mohali. The Bidder/System Integrator shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

12.3.2 Closure of Contract

The contract shall stand closed upon

1) Successful performance of all obligations by both parties, including completion of warranty obligations and final payment.

2) termination and settlements after that, if any, as per clause 12.1 or 12.2 above.

Section IV
Bill of Material

Note for Bidders: Regarding this Schedule, Bidders must fill Form 2: 'Bill of Material - Compliance' with their Technical bid.

Table 2: Bill of Material (BoM)

(Refer to Catalogue_BoQ File)

Sl. No.	ITEM	Make to be specified by bidder	Total Quantity	Unit of Measurement
1				no.
2				no.
3				no.
4				no.
5				no.
6				no.
7				no.
8				no.
9				no.
10				no.
11				no.
12				no.
13				no.
14				no.
15				no.
16				no.
17				no.

Table-3:

Name and address of site where the material to be supplied/installed/tested/commission/demonstrated
All the material/services should be provided at the below site

BRIC-National Agri-Food Bio-manufacturing Institute (BRIC-NABI)
Sector-81, Knowledge City, S.A.S. Nagar, Mohali
Punjab – 140306.

Section V
Technical Specifications

(Refer to Gem bidding document and Catalogue BoQ)

The Equipment & Services to be provided by the contractor under this contract shall conform to the technical specifications. For standards and requirements where no applicable specifications are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable.

- a. The Equipment supplied shall be entirely brand new and unused.
- b. The Equipment(s) specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements. The bidders should quote the products strictly as per the tendered specifications or of higher specifications giving exact make & model and specifications. All the technical literature for the products offered by the bidder may be enclosed in the bid.
- c. The bidders should give clause-by-clause compliance for the technical specification of the equipment along with cross reference of individual points from product data sheet/ literature which is to be submitted in their technical bids.
- d. Bidders must provide make and model of offered equipment etc. as per Form 3A i.e Unpriced Make and Model of Offered Equipment(s) compliance.

Table 4: List of Process Equipment with automation, Civil, Electrical, HVAC, Public Health, Gases

1	PART 1 - PROCESS EQUIPMENT WITH AUTOMATION
2	PART 2 - CIVIL WORKS
2.1	CIVIL RETROFIT
2.2	CIVIL EXTERNAL MISCELLANEOUS WORKS INCLUDING SCISSORS LIFT
3	PART 3 - HVAC WORKS
4	PART 4 - HVAC CONTROLS (BMS WORKS)
5	PART 5 - METALLIC INSULATED PANELS AND CLEANROOM PANEL SYSTEMS DESIGN
6	PART 6 - PLANT UTILITY GENERATION SYSTEM & DISTRIBUTION DESIGN
6.a	COMPRESSOR & DRIER

6.b	ELECTRIC BOILER
6.c	THERMIC FLUID HEATING SYSTEM
6.d	WATER COOLED BRINE CHILLER
6.e	WATER COOLED CHILLER
6.f	COOLING TOWER
6.g	PUMPS
6.h	WATER RING VACUUM PUMP
6.i	CHILLED WATER PIPING FOR PROCESS & HVAC
6.j	CHILLED BRINE PIPING FOR PROCESS
6.k	COOLING WATER GENERATION & DISTRIBUTION PIPING
6.l	COMPRESSED AIR , INSTRUMENT AIR GENERATION AND DISTRIBUTION PIPING
6.m	VACUUM DISTRIBUTION
6.n	LOW PRESSURE STEAM (LPST) PIPING DISTRIBUTION
6.o	HIGH PRESSURE STEAM (HPST) PIPING DISTRIBUTION
6.p	THERMIC FLUID PIPING DISTRIBUTION
6.q	SOFT WATER DISTRIBUTION
6.r	NITROGEN GAS DISTRIBUTION
6.s	CARBON DI OXIDE GAS PIPING DISTRIBUTION
6.t	OXYGEN GAS PIPING DISTRIBUTION

6.u	STRUCTURAL STEEL SUPPORTS WORKS
6.v	EQUIPMENT ERECTION
6.w	DRAIN PIPING
6.x	PROCESS PIPING
6.v	PROCESS CIP PIPING
7.A	PART 7A - ELECTRICAL LT SYSTEMS
7.B	PART 7B - ELECTRICAL HT WORKS
8	PART 8 - ELECTRICAL EXTRA LOW VOLTAGE WORKS (ELV)
8.a	FIRE ALARM SYSTEM
8.b	PUBLIC ADDRESS SYSTEM
8.c	ACCESS CONTROL SYSTEM
8.d	DOOR INTERLOCKING SYSTEM
8.e	CLOSED CIRCUIT TELEVISION (CCTV)
8.f	GAS DETECTION SYSTEM
9.	PART 9 - NETWORKING VOICE & DATA SYSTEM DESIGN
10.	PART 10 - FIRE PROTECTION SYSTEM
11	DISMANTLING WORKS

Equipment/Software/Utilities Specifications

S.NO.	Name of Equipment	Make	Name of OEM	Compliance Whether Yes/No	Deviation, if any, to be indicated in unambiguous terms
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
Cont..					

Section VI

Qualification Criteria

A. Bidder's Qualification Criteria

Table: Details of Bidder Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents required
1.	Legal Entity	<ul style="list-style-type: none"> The Bidder must: be a Company registered in India under the Indian Companies Act 1956/2013 (as amended) / Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act/Proprietorship may also have joint venture. Should have a valid GST No. or should have registered under GST Should have been operating for the last 05 consecutive years. 	<ul style="list-style-type: none"> i. Certificate of incorporation. ii. GST registration certificate iii. Certificate of commencement of business (if applicable)
2.	Turnover	<ul style="list-style-type: none"> The average turnover of the bidder during the last five financial years (FY 19-20 to 24-25), should not be less than Rs 29.00 Crore. The bidder should also have Positive Net Worth as on 31/03/2025. This turnover should be on account of setting up of similar facility and having experience of turnkey solutions or products and their associated maintenance or implementation services, packaged software etc.) only. 	<ul style="list-style-type: none"> i. A certificate from a practicing Chartered Accountant (with UDIN) on its letter head confirming annual turnover, average turnover for 5 years as specified above and confirming positive net worth as on 31/03/2025 is to be provided along with the technical bid. ii. Self-Undertaking regarding relevant turnover (ICT) Source

3.	Technical Capability	<p>Bidder should have experience of successful implementation of similar project(s) during last 7 years ending last day of month previous to the one in which bids are invited should be</p> <p>(1) One similar work of Rs. 23.20 crores in industry. (2) Two similar work of Rs. 17.40 crores in industry. (3) Three similar work of Rs. 11.60 crores in industry.</p>	<p>i. Completion certificates from the client alongwith Complete Contact Details of the client and order Completion date/date(s) should fall between 01/04/2018 to 31/10/2025.</p>
4.	Non-Black Listing certificate	Bidder should attached the non-black listing of firm/company in form of affidavit form	The bid will not be considered without this certificate
5	Specifications	Compliance to Specifications	To be attached by Bidder
6		Undertaking for setting of site office as defined Form 6	To be attached by Bidder

Implementation of similar project(s)/work means Setting up of Fermentation plant along with associated utilities/ Pharmaceuticals production plant along with associated utilities / Food and Breweries production plant along with associated utilities / Bio-processing plant along with associated utilities /GMP Facility along with associated utilities at Reputed Organizations/Institutions/Industries/Universities /PSUs/International Organizations.

Section VII
Scope of Work

1. | Scope of work

a) Supply of equipment, software and utilities as per specification and BoM at BRIC-NABI, Mohali. Also, installation, Testing, Commissioning & Configuration of all supplied equipment(s). Since this is the turnkey award of work and pre-bid discussion has been proposed in the bid, so no item should be left missing for the purpose of setting of facility. If facility could not function/function partially, in that case the L-1 will arrange to fix and arrange within the scope of work to make the facility functional by arranging material at his own and without any additional cost to BRIC-NABI, Mohali. The facility so setup will under warranty (comprehensive) for 03 years from the date of handing of the site after completion in all respect by the bidder.

b) The Bidder/System Integrator will provide manpower as listed in the Table . for project operation of the complete plant. No extra cost for the same will be paid by BRIC-NABI.

c) Training: Bidder/System Integrator Shall provide the training for installation, operation and maintenance of supplied equipment(s). Note: OEM based training is required on individual products/equipment /solutions.

d) Any other activity essential or incidental for successfully accomplishing the objectives & outcomes of this project.

e) The prospective bidder may visit the BRIC-NABI site earmarked for the setting up of the facility before pre-bid/submission of tender. The site will be handed over as such as on where-in basis.

2. Role and Responsibilities of Bidder/System Integrator

a) Supply/Installation/commissioning/demonstration of equipment, software, utilities etc. at

i. Delivery locations

ii. Acceptance from BRIC-NABI Mohali.

b) Maintenance under warranty (comprehensive) period of 03 years for whole facility.

c) Bidder/System Integrator must ensure that project coordinator to be deployed at must have minimum of ten (10) years' experience in handling setting up of plant who will handle all assigned activities of project till its completion. He must be placed at BRIC-NABI site withing the tendered cost and Bidder/System Integrator must ensure that person is dedicated for this project only. Role & Responsibility of Project Coordinator will be:

i. Should be responsible for all kind of communications with all the stakeholders of BRIC-NABI Mohali.

ii. Should be responsible for the project management throughout the entire project lifecycle, including project initiation, project delivery, stakeholder management, post implementation review and project close out / handover

iii. Should have to work closely with other team members and Shall be

responsible for overall work assigned to System Integrator

iv. Should be responsible for delivery of all assigned project deliverables as per the tender

v. Should provide technical solutions and strategic recommendations to enhance services quality

vi. Should communicate technical ideas to technical and non-technical stakeholders. Additionally, the ability to document support procedures to ensure that deployed systems are properly maintained and supported

vii. Track each issue/complaint to resolution.

viii. Escalate the issues/complaints, to BRIC-NABI, if necessary, as per the escalation matrix defined in discussion with BRIC-NABI.

d) Training

The Bidder/System Integrator must conduct OEM based training for users (BRIC-NABI, Mohali officials) for all technical and operational aspects of the equipment and services. The training may happen for multiple people at multiple times. The bidder/System Integrators has to coordinate with BRIC-NABI to finalize a training calendar, get the same approved and adhere to timelines to be provided.

3. Signing of Non-Disclosure Agreement.

4. Project Handover Plan

The Bidder/System Integrator shall provide the BRIC-NABI Mohali its Handover plan ("HO Plan") which shall deal with at least the following aspects of Handover:

i. A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder/System Integrator (if any) including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- ii. Plans for provision of contingent support to BRIC-NABI Mohali,
- iii. The bidder shall ensure that no downtime of services is attributed due to handover activities. The handover should include but not limited to:
 - a) Process, Policies, Passwords & Guidelines
 - b) Inventory & Assets details to handover to BRIC-NABI with sr. no. of equipment installed at BRIC-NABI facility.
 - c) Maintenance and Management of responsibilities
 - d) Data Privacy & Security responsibilities
- iv. Bidder/System Integrator must ensure to prepare the detailed handover plan and submit along with defined timelines. The handover plan will be reviewed by BRIC-NABI Mohali and shall be mutually agreed with System Integrator, to be termed as accepted. The handover plan must consider the documentation of following aspects (the below is just an indicative list):
 - a) Standard Operating Procedures for various planned processes and operations
 - b) Current Operating policies
 - c) Acceptance Test Plan
 - d) Asset and Inventory Checklist
 - e) Best Practices followed
 - f) Knowledge & Asset Transfer during exit
 - g) Any other activity required to execute systematic handover.
- v. The Bidder/System Integrator shall update the Handover Plan regularly in consultation with BRIC-NABI Mohali thereafter to ensure that it is kept relevant and up to date.
- vi. In the event of termination or expiry of contract, each Party shall comply with the Handover Plan.
- vii. Handover plan will be initiated a 30 days before the expiry of contract.
- viii. BRIC-NABI Mohali at its discretion may extend the transition period if deemed necessary.

Section VIII
Service Level Agreement

Interpretation & General Instructions

- i. During maintenance phase, the SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke liquidated damages.
- ii. Root cause analysis (RCA) should be prepared for all cases of breach in SLAs and shared with BRIC-NABI. For any exceptions or SLA breach beyond the control of the SI, the SI may submit the RCA along with a justification, which may be considered by BRIC-NABI. In case the RCA establishes that the breach on SLA was on account of services provided by the SI under this Agreement, the SI would be liable for the applicable penalty.
- iii. For certain incidents, RCA may be carried out by BRIC-NABI and bidder/SI will provide wherever his inputs and services would be required.
- iv. If the SI is getting penalized on two or more parameters because of one incident, then the SI may seek exemption from getting penalized on the parameters resulting in the least amount of penalty. BRIC-NABI may exercise its discretion in granting such exemptions.

The Service Level agreements have been logically segregated in the following categories:

- i. Implementation Phase SLAs
- ii. Maintenance Phase SLAs

Implementation Phase SLAs

- These SLAs shall be used to evaluate the timelines for completion of milestones/deliverables listed in Table 1.
- These SLAs for completion of individual milestones listed in the implementation schedule. For delay of every week in completion & submission of the deliverable mentioned in the section of deliverables & timeline, the SI would be charged with a penalty as follows:
 - If the Bidder/System Integrator fails to meet the prescribed timelines due to any reason whatsoever then in such a case BRIC-NABI Mohali would be entitled to impose the Liquidated Damages for the delay @ 0.5 % of the Contract value of the respective item per week or part of the week of delayed period. Overall Liquidated Damages shall be restricted to 10% of total value of contract. In case, delay beyond 10 weeks, BRIC-NABI Mohali may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1.

Note:

- In the event of circumstances beyond the control of the bidder/SI, BRIC-NABI, at its sole discretion, may revise the target dates.
- In case deduction exceeds the maximum capping of 5% of contract value for Implementation Phase SLA, BRIC-NABI has the right to invoke termination clauses laid out in this RFP.

Following SLAs are applicable at each quarter of Maintenance Phase of the Project tenure.

#	Component	SLA applicability	SLA parameter & Penalty (Half Yearly basis)
	Project Coordinator	If the employee is found responsible for disobedience/ misconduct.	Warning/counselling/Immediate replacement of resource within 3 days as decided by BRIC-NABI depending on the gravity of the act.
		If the employee is absent for more than 3 days without informing or taking prior approval	Rs. 10,000/-per week
		If employee is on leave	SI shall arrange replacement of manpower during the leave of employee.
		Up to 2 replacements	No penalty
		More than 2	Rs. 10,000/-per replacement (applicable beyond 2 replacements). No penalty will be imposed if Manpower resign from Contractor organisation or if requested by BRIC-NABI for replacement of manpower due to incompetency.

Note:

- Bidder may keep spare equipment/ parts etc. to keep the services running and minimize the fault duration & penalties.

Acceptance Testing (AT)

1) The draft Acceptance test plan (ATP) with detailed procedure shall be submitted by Bidder/System Integrator within 4 weeks of issuance of Contract for review and approval by BRIC-NABI Mohali. AT shall be carried out jointly by Bidder/System Integrator and BRIC-NABI Mohali after successful delivery, installation, testing and commissioning as per assigned activities to the System Integrator. On successful completion of AT, certificate for the same shall be issued by BRIC-NABI Mohali to the System Integrator. Responsibility of Bidder/System Integrator shall include below mentioned artefacts but not limited to:

- a) Submission of ATP document.
- b) OEM(s) Certification for installed equipment(s) as per the best practices and guidelines with requisite quality as per OEM standards.
- c) All equipment(s), software/ utilities etc. items must be installed at site as per the specification.

2) BRIC-NABI Mohali may require the Bidder/System Integrator to carry out any test and/or inspection not specified in the Contract but deemed necessary to verify that the characteristics and performance of the equipment(s) and services comply with the technical specification's codes and standards under the Contract. The Bidder/System Integrator shall be required to carry out such test and/or inspection at its own cost.

3) Final Acceptance for each of the milestone in the project will be given by BRIC-NABI Mohali.

4) Any other document/activity identified during project implementation period.

BIDDING FORMS

Form 1

Bid Form (Covering Letter)

(To be submitted as part of Technical bid, along with supporting documents) (On Bidder's Letter- head)

To

GeM Portal

Ref: Your Tender Document No. Tend No./ xxxx;

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby upload our Technical and Financial bid (Price Schedule) for the supply of Equipment(s) and Services in conformity with the said Tender Documents.

1) Our Credentials:

We are submitting this bid on our behalf, registered in India under the Indian Companies Act 1956/2013 as amended. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria – Compliance & Form 4.1- Experience Statement.

3) Our Bid to supply of Equipment, Software, utilities etc. & Services:

We offer to supply the subject Equipment(s) of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in

Form 2: 'Bill of Material - Compliance and

Form 3: 'Technical Specifications - Compliance.'

4) Prices:

We hereby offer to perform the Services at our lowest prices. The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

i) those prices; or

- ii) the intention to submit an offer; or
- iii) the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations and deviations.

6) Bid Securing Declaration

We have submitted the Bid Securing Declaration in stipulated format vide Form 7: 'Documents Relating to bid security.'

7) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto 180 days, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the BRIC-NABI Mohali, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract as defined in tender document.

10) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount, the BRIC-NABI Mohali has the

right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) **Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) **Rights of the BRIC-NABI Mohali to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 1.1

Bidder Information

(To be submitted as part of Technical bid) (On Company Letter-head) (Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Date.....

Tender Document No. Tend No./ xxxx;

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information then BRIC-NABI Mohali may invoke Bid Security Declaration.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Bidder/System Integrator particulars:

- (a) Name of the Company:.....
- (b) Joint Venture, if any
- (c) Corporate Identity No. (CIN):
- (d) GeM Supplier ID
- (e) Place of Registration
- (f) Complete Postal Address:
- (g) Pin code:
- (h) Telephone nos.:
- (i) Mobile Nos.:
- (j) Contact persons/ Designation:
- (k) Email IDs:

Submit documents to demonstrate eligibility as per NIT-Clause 3- Certificate of incorporation/Registration attested by Company Secretary/ Authorized Signatory.

2) Taxation Registrations:

- (a) PAN number:
- (b) GSTIN number:

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Authorization of Person(s) signing the bid on behalf of the Bidder

- (a) Full Name: _____
(b) Designation: _____
(c) Signing as:

A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or Power of attorney given on stamp paper by authorise person.

Documents to be submitted: Power of Attorney/ Board Resolution

4) Bidder's Authorized Representative Information

- (a) Name:
(b) Address:
(c) Telephone/ Mobile numbers:
(d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form1.2

Eligibility Declarations

(To be submitted as part of Technical
bid) (On Company Letter-head)
(Along with supporting documents, if
any) Tender Document No. Tend No./ xxxx;

Bidder's Name _____

[Address and Contact Details]

Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the BRIC-NABI Mohali as may be requested:

1)

Legal Entity of Bidder: _

2)

We solemnly declare that we:

a) are not be insolvent, in receivership, bankrupt or being wound up and not have its business activities suspended by Government.

b) Are not stand declared ineligible/ blacklisted/ banned/ debarred by Government.

3) The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

4) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

5) We have gone through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and certify as follows:

I hereby certify that the <<<<bidder's name>>>>:

(i) is not from such a country

or

(ii) is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this Tender.
[Evidence of valid registration by the Competent Authority attached.]

I hereby certify that <<<<<bidder name>>>> fulfils all requirements in this regard and is eligible to be considered.

{Strike out inapplicable clause i.e. clause (i) or (ii)}

6) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

b) We also declare that.

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

7) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that that BRIC-NABI Mohali may invoke Bid Security Declaration, if any wrong or misleading self-declaration submitted by us.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 2

Bill of Material - Compliance

(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Date.....

To

GeM Portal

Ref: Tender Document No. Tender No./

xxx; Subject: Bill of Material (BoM)

Compliance

There are no deviations (null deviations) in Bill of Material mention in Section IV in Tender Document. <<M/s Bidder's Name ->> certify that our proposal includes all the equipment & services specified in tender document.

We understand that the requirement of equipment(s) & services briefed in **Section-IV-Bill of Material**; we confirm that we have undertaken our own assessment for complete implementation of project and accordingly we have considered extra Equipment, software, application and services etc. (if any) will be provided by << M/s Bidder's Name >>>> to complete the project.

This is to certify that our proposed bid included all the Equipment(s) and service mentioned in **Section-IV-Bill of Material** as well as other material or service based on self-assessment to complete the project and meets all the requirements of the tender document including but not limited to Scope of Work (including SLAs), Business Requirements and Functional Specifications/ Requirements.

In case, any equipment or software or services is found non-compliant at any stage during project implementation or after acceptance, it would be replaced with a fully compliant product/ solution at no additional cost to BRIC-NABI Mohali. In case of non-adherence of this activity, BRIC-NABI Mohali reserves the right to cancel the contract, in case the said Contract is awarded to us by BRIC-NABI Mohali.

We shall comply with Warranty requirements in the Tender Document.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 3

Technical Specifications- Compliance

(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Date.....

To

GeM Portal

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section V- Technical Specification Compliance**

There are no deviations (null deviations) in Technical Specification mention in **Section V- Technical Specification** in Tender Document. <<M/s----->> certify that our proposal fulfil specification of each Equipment & Service specified in tender document.

We understand that the Specification of equipment(s) & services briefed in **Section V- Technical Specification**; we certify that our proposed equipment(s) & services are same or higher than the minimum technical specifications as given in the tender document.

In case, any equipment or software or services is found non-compliant at any stage during project implementation or after acceptance, it would be replaced with a fully compliant product/ solution at no additional cost to BRIC-NABI Mohali. In case of non-adherence of this activity, BRIC-NABI Mohali reserves the right to cancel the contract, in case the said Contract is awarded to us by BRIC-NABI Mohali.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components, specifications and our obligations, for meeting the scope of work.

Enclosure: -

1. Compliance Statement of Section-V and required and relevant documents like technical data, literature, drawings, datasheets, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) with supporting documents, to establish that the Equipment and Services offered in the bid fully conform to the Equipment and Services specified by the BRIC-NABI Mohali in the Tender Document along with this compliance.

2. Make and Model of offered equipment(s) is attached along with this form as per for form 3 A.

Yours faithfully, (Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 3A
Unpriced Make & Model Details- Compliance

Sl. No	TEM	Make & OEM	Model	MAF Submitted (Yes/No)	Compliance of Section-V along with Cross reference submitted (Yes/No)	Overall MII Content (%)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
Co nt.						

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 4

Qualification Criteria - Compliance

(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Date.....

To

GeM Portal

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section-VI- Qualification Criteria - Compliance**

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. You may attach documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive.

Documents Attached supporting the compliance to qualification criteria in Section-VI:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	
..	

Yours faithfully,

(Signature with

date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 5

Terms & Conditions- Compliance

(on Company Official Letter Head)

Bidder's Name_____

[Address and Contact Details]

Date.....

To

GeM Portal

Ref: Tender Document No. Tender No./ xxxx; Subject: **Terms & Conditions- Compliance**

1) With reference to our Bid submitted against the above referred Tender no... , we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendment(s)/Corrigendum(s) / Clarification(s) (if any) issued by BRIC-NABI Mohali prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.

2) We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s)/Corrigendum(s) / Clarification(s) (if any) as mentioned at 1.0 above found anywhere in our bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to BRIC-NABI Mohali.

Yours faithfully,

(Signature with
date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 6

Check-List for Bidders

(To be submitted as part of
Technical bid) (on Company Letter-
head)

Bidder's Name_____

[Address and Contact Details]

Date.....

Tender Document No. Tend No./ xxxx;

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over- ride or modify the requirement of the tender. Bidders must do their own due diligence also.

S.No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1. Bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid)	
2.	Form 1.1: Bidder Information along with following Document	
	2.a) Self-attested copy of Registration certificates etc. of the company.	
	2.b) Self-attested copy of PAN & GSTIN Registration.	
3.	Self-attested copy of Power of Attorney/Board Resolution etc. authorizing signatories on stamp paper to sign the bid.	
4.	Form 1.2: Eligibility Declarations, along with supporting documents in 3.a	
	3.a) Self-attested copy of Registration certificate for bidders from restricted neighbouring countries, if any	
5.	Form 2: Bill of Material – Compliance	
6.	Form 3: Technical Specifications – Compliance of Section-V	
7.	Form 4: Qualification Criteria – Compliance Documents Attached supporting the compliance to qualification criteria of Bidder and its OEM	
	7.a) Valid Certificates as defined in section –VI {Clause A. (1)}	
	7.b) Annual financial turnover and networkth as defined in section –VI {Clause A. (2)}	
	7.c) Experience of successful implementation of similar project(s) as defined in section –VI {Clause A. (3)}	
	7.d) Undertaking for setting up of site office as defined in section – VI {Clause A. (6)}	
	7.e) Certificate from practicing Chartered Accountant w.r.t positive net-worth as per Section-VI Clause A.(2)	
	7.f) Bidder's Self Declaration for not debarred/blacklisted/suspended by	

	Government Section-VI Clause A.(4)	
8.	Form 5: Terms and Condition compliance	
9.	Form 6: This Checklist	
10.	Form 7: Documents relating to Bid Security	
11.	Form 8: Duly signed Integrity Pact	
12.	Form 9: Make In India Certificate	
13.	Form 10: Non-Disclosure Agreement	
14.	Form 11: Land Border Related Declaration	
15.	Form 12: Price Schedule {Financial Bid(BOQ)} as per Tender Document Upload it on GeM at " upload Financial Document " tab on GeM Portal. (Under technical bid unpriced list should be uploaded)	
16.	Any other requirements, if stipulated in Tender Document or if considered relevant by the Bidder	

Yours faithfully,

(Signature with
date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 7

Documents relating to Bid Security.

Note: To be submitted as part of Technical bid, along with supporting documents

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Date.....

To

GeM Portal

Ref: Tender Document No. Tend No./ xxxx;

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the BRIC-NABI Mohali:

refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

Yours faithfully,
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Form 8

Integrity Pact

(To be executed on plain paper and applicable for all tenders of value above Rs.1 Crore)

INTEGRITY PACT

This Integrity Pact ("the Pact") is made and executed on this ____ Day of ____ Two Thousand Twenty ____ at ____.

By and Between

BRIC-National Agri-Food Biomanufacturing (BRIC-NABI), an autonomous Institute under the Department of Biotechnology, Ministry of Science and Technology, Government of India, having office at Sector-81, Knowledge City, S.A.S. Nagar, Mohali, Punjab – 140306, hereinafter referred to as "BRIC-NABI/Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

and

.....hereinafter referred to as "The Bidder(s)/Contractor(s)", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as "the Parties").

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----

----- ("the Contract"). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. The Principal intends to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. The Principal also intends that Bidder/s and Contractor/s should abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bidder/s and Contractor/s shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Principal, by way of this Integrity Pact ("the Pact") will appoint Independent External Monitor ("IEM") who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Pact and agree as mentioned below.

Section 1 of Form 8
Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-
 - a) No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2 of Form 8
Commitments of the Bidder/ contractor

1) The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities . He commits himself to observe the following during his participation in the tender process and during the contract execution:

a) The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract

c) The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.

e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder

/ Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.

g) The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.

h) The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

i) If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.

j) The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

k) The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between

the interests of Principal or any other interests during this tender process or through operation of the Agreement.

1) The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.

2) The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3 of Form 8

Disqualification from tender process and exclusion from future contracts

1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:

a) the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.

b) the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.

3) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4) If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

Section 4 of Form 8

Compensation for Damages

1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:

a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;

b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.

c) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.

d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation

/ rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.

e) To recover all sums already paid by the Principal, with interest at 18% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.

f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

Section 5 of Form 8
Previous transgression

- 1) **The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.**
- 2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

Section 6 of Form 8
Equal treatment of all Bidders / Contractors / Subcontractors

1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).

3) The Principal will be entitled to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 of Form 8
Pact Duration

1) **This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.**

2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

Section 8 of Form 8
Other provisions

1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.

2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.

3) In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.

4) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

5) Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2 : -----

Form 9

Make in India Certificate

To Whom So Ever It May Concern

Date:

Sub:- Make in India Certificate in respect of << Bidder's Name>> for the GeM Bid No

..... for "Selection of Bidder/System Integrator for Supply and Setting up of ICT Infrastructure at Data Centers and Remote Sites and Operation & Maintenance"

This is to certify that M/s<<Bidder's Name>>..... having its Registered Address at -----

-----complies with Letter no P45021/2/2017- (BE-II) dated 15.06.2017 Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised and amended time to time and also clarifications, guidelines and FAQ issued by DPIIT in this respect from time to time.

Accordingly, we Statutory Auditor/ Cost Auditor of M/s<<Bidder's Name>>..... (A **"Class-.... Local Supplier"**) hereby certify that the Local content as defined under the PPP-MII, in the Goods/Equipment(s)/Service(s)/Works to be supplied by the **"Class-.... Local Supplier"** for **"Selection of Bidder/System Integrator for Supply and Setting up (S/I/T/C/D) of Bio-foundry facility at BRIC- BRIC-NABI, Mohali and Operation & Maintenance"** is more than %.

The definition and calculation of local content is in accordance with Letter no P45021/2/2017- (BE-II) dated 15.06.2017 Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised and amended time to time and also clarifications, guidelines and FAQ issued by DPIIT in this respect from time to time.

Seal and signature of the Statutory Auditor/ Cost Auditor

(Name of the Statutory Auditor/ Cost Auditor)

Place:

Membership No

Date:

Firm Registration No

UDIN:

Form 10

Non-Disclosure Agreement (To be submitted on Non- Judicial Stamp Paper of Rs 100/-)

This Agreement is made as on the _____, between **BRIC-NABI Mohali, an autonomous society under the administrative control of Department of Biotechnology, Ministry of Science and Technology, Government of India** called as "**BRIC-NABI Mohali**" through its Executive Director which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

and

<<<**Bidder/System Integrator Name**>>> called as "-----" through its -which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

BRIC-NABI Mohali and <<Bidder/System Integrator Name>> are sometimes referred to herein individually as

"Party" and collectively as "Parties".

Tender No..... "Selection of Bidder/System Integrator for supply and setting up (S/I/T/C/D) of Bio-Foundry facility as per scope of the tender at BRIC- BRIC-NABI, Mohali and Operation & Maintenance" and Contract no... (hereinafter referred as "Project"). BRIC-NABI Mohali and <<System Integrator

Name>>have entered into a contract to deliver this project (if selected/selected), Now, both the parties enter into this agreement and agree that information provided and available with each party

in respect of this project is to be used only for the specific project purpose and parties are required to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed, owned or collected by one party to the other party, including information generated under this project, which the disclosing party identifies in writing or otherwise as confidential to the receiving party ("**Confidential information**"). Information consists of certain specifications, designs, plans, drawings and /or technical information, software, data etc, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential ("**Information**"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally,

or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party.

2. BRIC-NABI Mohali and <<Bidder/System Integrator Name>> hereby agree that during and after the Agreement Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to

Information that the receiving party can demonstrate which:-

a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or

c) was in the receiving party's possession without restriction or was known by the receiving party without restriction in vogue at the time of disclosure; or

d) is the subject of a subpoena or other legal or administrative stipulated requirement demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such requirement for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or

e) is disclosed with the prior written consent of the disclosing party; or

f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises and sites of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises and sites. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Director General, BRIC-NABI Mohali for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period thereafter as required by applicable law. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.

Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this

agreement shall

not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

11. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Director General, BRIC-NABI Mohali for his decision in this regard. The decision of the Director General, BRIC-NABI Mohali will be final and binding on both the parties.

12. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.

13. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

14. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of
BRIC-NABI Mohali
>>

For and on behalf of
<<Bidder/System Integrator Name

Name:
Integrator Name >> **Designation:**

BRIC-NABI Mohali, Delhi

<<Authorized to sign from Bidder/System
Designation:

Address:

Form 11 : Land Border Related Declaration by OEM

(on Company Letter-head)

[Address and Contact Details]

Date.....

To

GeM Portal

To be Issued by OEMs

Ref: Tender Document No. Tender No./ xxxx;

We have gone through F.No.6/18/2019 – PPD dated 23rd July 2020 (& its amendments) issued by Department of Public Procurement, Ministry of Finance, Govt. of India and certify as follows:

I hereby certify that the <<<<bidder's name>>>> :

(i) is not from such a country

or

(ii) is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this Tender. [Evidence of valid registration by the Competent Authority attached.]

I hereby certify that <<<<<bidder name>>>> fulfils all requirements in this regard and is eligible to be considered.

{Strike out inapplicable clause i.e. clause (i) or (ii)}

Yours faithfully,

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder/ OEM and seal of company]

Form 12 Financial Bid (BoQ)

(Not to mention rate in this document anywhere)

Please refer to the GeM Bidding document for the submission of the financial bid.

FORMATS

Format 1.1: Bank Guarantee Format for Performance Security

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

To,

GeM Portal Dear Sirs,

B.G. NO. _____

Date of issue _____ Amount (Rs.) _____ Valid upto _____ Claim Amount upto _____

In consideration of the BRIC-NABI Mohali, Ministry of Electronics & Information Technology (hereinafter referred as the '**Owner**', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (name, constitution and address) (herein referred to as the '**Bidder/System Integrator**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. _____ dated _____ valued at _____ (hereinafter referred to as Contract) and the Bidder/System Integrator having agreed to provide a Bank Guarantee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Contract) to the Owner.

We _____ (name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. _____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "System Integrator" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the System Integrator. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Bidder/System Integrator or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the System Integrator, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder/System Integrator or any other course of or remedy or security available to the Owner.

The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this

provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder/System Integrator and notwithstanding any security or other guarantee that the Owner may have in relation to the System Integrators liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs.____and it shall remain in force up to and including _____shall be extended from time to time for such period as may be desired by the Bidder/System Integrator on whose behalf this guarantee has been issued.

WITNESS

Signature_____

Name_____

BANK

Signature_____

Name _____

(Bank's Rubber Stamp)

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

Designation with Bank Stamp

Format 1.2: No Claim Certificate

(Refer Clause 12.3.1
of GCC) (On
company Letter-
head)

System Integrator's Name _____

[Address and Contact Details]

System Integrator's Reference No. _____ Date.....

To

GeM Portal

No Claim Certificate Sub: Contract/ Agreement no. ----- dated -----

We have received the sum of Rs. (Rupees _____ only) as final settlement due to us for the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the BRIC-NABI Mohali, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of Bidder/System Integrator or

officer authorised to sign the contract

documents. on behalf of the System

Integrator

(company Seal)

Date: _____ Place: _____

Reference Documents

Bidders may refer attached at GeM portal for project introduction, layout description, scope of services, specifications and make.

For Process equipment specifications the reference numbers provided which are also available in GeM Portal.

Catlogue Ref. No.	EQUIPMENT DESCRIPTION	MOC	CAPACITY	QTY	Doc. Ref. No. from Specs. (DOC No. MJ525-DOC-...)
Process Equipment (Items 1-84 of BoQ)					
1	SOLVENT EXTRACTOR	SS 316	100 L	1	7084
2	Condenser (Vertical)	SS 316	2 M2	1	7084
3	SOLVENT EXTRACTOR	SS 316	30 L	1	7072
4	Condenser (Vertical)	SS 316	2 M2	1	7072
5	Distillation unit (Fractionation column- Min 5 port) Temp - 300°C	SS 316	30 LPH	1	7075
6	(DU) Main Condenser	SS 316	1 m2	1	
7	(DU) Sub cooler Condenser	SS 316	0.5 m2	1	
8	(DU) Distillate Receiver	SS 316	20 L	1	
9	(VE) Vacuum Evaporator	SS 316	500 L	1	7078
10	Main Condenser	SS 316	3 m2	1	
11	Sub cooler Condenser	SS 316	1 m2	1	
12	(VE) Distillate Receiver	SS 316	200 L	1	
13	Mobile Pump for Solvent transfer	-	2 m3 / hr @ 30 m head	2	7061
14	Mobile Storage Vessel	SS 316	100 L	1	7048
15	Mobile Storage Vessel	SS 316	200 L	1	7049
16	Pretreatment Process Vessel Skid with Agitator, Jacket, Insulation & Cladding	Hastealloy lined SS	1000 L	1	7037
17	Condenser (Vertical)	Hastealloy lined SS	5 M2	1	
18	Neutralization Process Vessel Skid with Agitator, Jacket, Insulation & Cladding	Hastealloy lined SS	1000 L	1	7038

19	Condenser (Vertical)	Hastealloy lined SS	5 M2	1	
20	Process Vessel Skid with Agitator, Jacket, Insulation & Cladding (Buffer)	SS 316	500 L	1	7039
21	Process Vessel Skid with Agitator, Jacket, Insulation & Cladding with condenser 1. Solid liquid mixture prepn 2. Reaction mass	SS 316	1000 L	1	7040
22	Condenser (Vertical)	SS 316	5 M2	1	7050
23	Process Vessel Skid with Agitator, Jacket, Insulation & Cladding with condenser 1. Solid liquid mixture prepn 2. Reaction mass	SS 316	500 L	1	7041
24	Condenser (Vertical)	SS 316	3 M2	1	7051
25	Mobile Process Vessel Skid with Agitator, Jacket, Insulation & Cladding 1. Solid liquid mixture prepn 2. Reaction mass	SS 316	100 L	1	7042
26	Process Vessel Skid with Agitator, non-Jacket, Insulation & Cladding (Acid)	FRP	500 L	1	7041
27	Process Vessel Skid with Agitator, Jacket, Insulation & Cladding (Alkali)	SS 316	1000 L	1	7043
28	Process Vessel Skid with Agitator, Jacket, Insulation & Cladding (Enzyme Hydrolysis- 300°C)	SS 316	500 L	1	7044
29	Presoaking vessel with Stiring and jacket	FRP	500 L	1	7052
30	Peristaltic Pump	-	30 LPH	1	7092
31	Screw Press	-	250 LPH	1	7074
32	Process Vessel Skid with Agitator, Jacket, Insulation & Cladding (ML tank-1 for screw press)	SS/HALAR	600 L	1	7045
33	AODD Pump	-	500 LPH	1	7091
34	Cutting size of 1-3 cm	-	100 kgs/hr	1	7071
35	Sieving (Sifter)	-	100 kgs/hr	1	7080
36	Solid waste collection trolley	-	100 KG	1	7099
37	RM trolley	-	-	1	7100
38	Biomass grinder (Hammer mill)	-	150 kgs/hr	1	7065
39	Ozonation tank	-	1 KL	1	7073
40	LAF	-	-	1	7090
41	PACKING MACHINE (Solid & Liquid)	-	-	1	7064
42	Spray dryer	SS 316	20-25 kg/hr	1	7066

43	Vacuum Tray dryer	SS 316	24 Tray	1	7062
44	Condensing tank	SS 316	0.5 m ²	1	
45	Hot water tank & pump	-	-	1	
46	Vacuum pump	-	5 HP	1	
47	STIRRER	-	1.5 Hp	1	7093
48	Crystallizer	SS 316	75	1	7083
49	Crystallizer with Sonicator	SS 316	10	1	7103
50	Pelletizer	-	5 Kg/hr	1	7067
51	Column chromatography	SS 316	250 L	1	7076
52	Sparkler filter	HALAR	12 inch	1	7063
53	Nutsche Filter cloth or sintered mesh (Micron: 1-10)	SS 316	0.3 m ²	1	7087
54	TFF (1-10 KDA)	SS 316	250 lph	1	7070
55	ML Vessel Skid with Agitator, Jacket, Insulation & Cladding	SS/HALAR	100	1	7034
56	ML Vessel Skid with Agitator, Jacket, Insulation & Cladding	SS/HALAR	600	1	7035
57	ML Vessel Skid with Agitator, Jacket, Insulation & Cladding	SS/HALAR	750	1	7036
58	High-speed centrifuge (Disc)	SS 316	250 LPH	1	7082
59	Centrifuge (Bucket type)	SS 316	300 LPH	1	7079
60	AODD Pump	-	500 LPH	2	7091
61	Ultra sonication with stirrer	SS 316	250 L	1	7102
62	High Pressure Homogenizer (GEA PANDA) with Stirring and Jacket	SS 316	250 LPH	1	7068
63	Fermenter 10 L	SS 316	10	1	7030
64	Fermenter 250 L	SS 316	250	1	7032
65	Fermenter 1000 L	SS 316	1000	2	7033
66	Extruder	SS 316	20 LPH	1	7081
67	Extruder (GMP)	SS 316	3 LPH	1	7097
68	Fermenter (GMP)	SS 316	100 L	1	7031
69	Movable SS Trolley (GMP) (AVAILABLE IN EXISTING FACILITY)			1	
70	Mobile Storage Vessel (GMP)	SS 316	50 L	1	7047
71	ML tank for Centrifuge (GMP)	SS/HALAR	50 L	1	7046
72	AODD Pump (GMP)	-	100 LPH	1	
73	Homogenizer (GMP)	SS 316	100 LPH	1	7089
74	Lyophilizer (GMP)	SS 316	20 LPH	1	7069
75	Tank-1 & 2 (Detoxification tank)	-	3 KL	2	7088
76	Pump -1 & 2	-	1.5 Hp	2	

77	Dosing tank-3	-	100 L	1	
78	Dosing Pump -3	-	0.5 HP	1	
79	Tank-3 (Spent solvent)	-	1 KL	1	7086
80	Pump -3	-	1 HP	1	
81	CIP tank (Storage tank)	SS 316	500 L	1	7085
82	CIP tank (Componding tank)	SS 316	500 L	1	
83	CIP pump	-	1 HP	2	
84	Insect killer			3	7101

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(Reference File at GeM Portal)

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		Master Plan
		Pilot plant first floor
		Pilot Plant Ground Floor
		Pilot Plant Second Floor
Vol-3 (Part-1)	14-22	Part-1 -Process Works DOC NO. MJ 525-PS DOC-7025
	23-27	System Architecture- Centralized Redundant SCADA Workstation with PLC/HMI Control Systems
	28-248	Technical Specification for item 1-84 of BOQ
	249-251	Details of Room Book
	252-254	Process Equipment List
	255-288	Process P&ID
	289-299	Process Flow Diagram
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Vol-3 (Part-2)	302-305	Civil Works
	306-311	Civil Drawings
Vol-3 (Part-3)	312-419	HVAC Works
	420-527	HVAC Works (312-419) - Repeated, may be ignore
	528-547	HVAC Drawing & Data
Vol-3 (Part-4) HVAC Controls	548-574	HVAC control
	575-580	HVAC Control BMS
Vol-3 (Part-5) METALLIC INSULATED PANELS AND CLEANROOM PANEL SYSTEMS DESIGN	581-601	METALLIC INSULATED PANELS AND CLEANROOM PANEL SYSTEMS DESIGN with Drawings
Vol-3 (Part-6) UTILITY EQUIPMENT AND PIPING WORKS	602-794	UTILITY EQUIPMENT AND PIPING WORKS and drawings
Vol-3 (Part-7) ELECTRICAL LT WORKS	795-929	ELECTRICAL LT WORKS WITH design & data
Vol-3 (Part-8) ELV WORKS	930 -980	ELV WORKS WITH design & data
Vol-3 (Part-9) NETWORKING WORKS	981-1001	NETWORKING WORKS WITH Design and data.
Vol-3 (Part-10) FIRE PROTECTION SYSTEM	1002-1028	FIRE PROTECTION SYSTEM WITH Design and data.
Approved Makes	1029-1050	List of Approved makes for all items.

PROJECT SUMMARY AND LAYOUT DRAWINGS

**PROJECT: SETTING UP OF BRIC-BIOMANUFACTURING CENTER -
“AGRI-FOOD BIO-MUG”**

**SITE LOCATION: SEC-81, KNOWLEDGE CITY, S.A.S. NAGAR, MOHALI-140306
PUNJAB, INDIA**

For viewing the above documents, please refer to the Google Drive link

https://drive.google.com/file/d/1GgUPwFfaap0_3imsIfxnHFbSTgdhmoPA/view?usp=sharing

or

NABI Website: <https://nabi.res.in/site/tender>