



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3641496 Dated/दिनांक : 04-07-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | | | | |
|--|---|--|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 14-07-2023 15:00:00 | | | | |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 14-07-2023 15:30:00 | | | | |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 60 (Days) | | | | |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Environment Forest And Climate Change | | | | |
| Department Name/विभाग का नाम | Na | | | | |
| Organisation Name/संगठन का नाम | N/a | | | | |
| Office Name/कार्यालय का नाम | Rain Forest Research Institute | | | | |
| Item Category/मद केटेगरी | Custom Bid for Services - NGS Genome Sequencing | | | | |
| Contract Period/अनुबंध अवधि | 3 Month(s) | | | | |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes | | | | |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes | | | | |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer | | | | |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया | No | | | | |
| Type of Bid/बिंड का प्रकार | Single Packet Bid | | | | |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days | | | | |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation | | | | |
| | 9 | | | | |

EMD Detail/ईएमडी विवरण

| Required/आवश्यकता | No | | | |
|--|-----|--|--|--|
| | | | | |
| ePBG Detail/ईपीबीजी विवरण | | | | |
| Required/आवश्यकता | No | | | |
| Required/sildxqd/cii | NO | | | |
| | | | | |
| Splitting/विभाजन | | | | |
| Bid splitting not applied/बोली विभाजन लागू नहीं किया गया. | | | | |
| MII Compliance/एमआईआई अनुपालन | | | | |
| MII Compliance/एमआईआई अनुपालन | Yes | | | |
| MSE Purchase Preference/एमएसई खरीद वरीयता | | | | |
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes | | | |
| 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any | | | | |

- bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality: 1688374428.pdf

Scope of Work:1688374456.pdf

Service Level Agreement (SLA): 1688376844.pdf

Payment Terms: 1688376850.pdf

GEM Availability Report (GAR): 1688377278.pdf

Custom Bid For Services - NGS Genome Sequencing (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values | | |
|--|--------------------------|--|--|
| Core | | | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | NGS Genome Sequencing | | |
| Regulatory/ Statutory Compliance of Service | YES | | |
| Compliance of Service to SOW, STC, SLA etc | YES | | |
| Addon(s)/एडऑन | | | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|------------------|--|--|--|--|
| 1 | Angshuman Borah | 785010,Rain Forest Research Institute Sotai, Jorhat, Near Jorhat Institute of Science and Technology. PO- Sotai, PIN- 785010 | 1 | N/A |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- A. The following documents are to be submitted by the firm:
- 1. Copy of PAN card
- 2. Copy of GST Registration
- 3. Acknowledgement of IT return for the year 22-23/23-24.
- 4. Minimum 3 copies of genome sequencing projects of eukaryotes. Purchase orders are to be submitted along with the performance certificate/userlist

Note: Only the relevant documents may be submitted.

- B. Special terms and conditions
- 1. RFRI herein after referred to as The INVENTOR has the sole IP Right over all information, sequence information, invention, processes and any information generated out from bioinformatics analysis or any possible patent/commercial value generated during investigation.
- 2. The successful bidder herein after referred to as the Service Provider have no right and must agree to n on-disclosure of any kind of information to any party (National/International)
- 3. Service Provider should maintain complete confidentiality of the information and should not to use it for any purpose other than evaluation. Service Provider agrees not to disclose any information to anyone.
- 4. After evaluation or termination of this project, Service provider shall return all confidential information to Inventor.
- 5. The SERVICE PROVIDER shall exercise extreme care in protecting the Confidential Information in confide nce using the same degree of care as it normally exercises to protect its own proprietary information, takin g into account the nature of the Confidential Information,
- 6. The SERVICE PROVIDER shall grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary.
- 7. The SERVICE PROVIDER shall make the employees comply with the provision of this agreement.
- 8. The SERVICE PROVIDER shall not remove or retain any of the Confidential Information relating to the pre scribed work.
- 9. The SERVICE PROVIDER shall carry out the prescribed work within the prescribed time period.
- 10. On award of work, the INVENTOR does not grant any licence, explicitly or implicitly, under any tradema rk, patent, copyright, mask work protection right, trade secret or any other intellectual property right to the SERVICE PROVIDER.
- 11. The service provider should recognize and agree that all of the Confidential Information is owned solely by the INVENTOR 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.
- 12.If any dispute or disagreement arises between the INVENTOR and the SERVICE PROVIDER under any cir cumstance or in connection with the term & conditions, every effort should be made to resolve the matter amicably by direct negotiation.
- 13.Dispute Resolution: In the event of failure of negotiation, the dispute arising out of or in relation to this agreement shall be referred to an Arbitrator to be appointed by the Director General, Indian Council of For estry Research and Education, Dehradun. The Decision of the Sole Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be governed by the Arbitrationand Conciliation Act, 1996 and conducted in Jorhat.

5. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्तें</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---