



# **GOVERNMENT OF INDIA**

**Ministry of Environment, Forest and Climate Change**

**Zoological Survey of India**

**M-Block, New Alipore,**

**Kolkata -700053, West Bengal**

**Website: [www.zsi.gov.in](http://www.zsi.gov.in)**

**E. mail: [director@zsi.gov.in](mailto:director@zsi.gov.in); [hoo@zsi.gov.in](mailto:hoo@zsi.gov.in); [technical@zsi.gov.in](mailto:technical@zsi.gov.in)**

## **TWO BID OPEN TENDER DOCUMENT FOR THE PROCUREMENT OF GENETIC ANALYZER, REAL TIME PCR AND ANCILLARY CONSUMABLES**

**Tender No. 340-1/2023/tech(Infrast. Facility)/24774**

**Dt. 27/09/2023**

**Last date of submission of Tender: Dt. 31/10/2023**

**Date & Time for opening of Tender: 03/11/2023**



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## TENDER CALL NOTICE

**Tender No. : 340-1/2023/tech(Infrast. Facility)/ 24774 Date: 27/09/2023**

On behalf of the President of India, Director, Zoological Survey of India, Kolkata, is hereby inviting sealed tenders (Two Bid) for the procurement of a Genetic Analyzer, real time PCR and the ancillary consumables from the eligible vendors/bidders by October 31st, 2023, at 5:00 PM IST. Interested vendors/bidders are encouraged to check the further tender details including eligibility criteria, documents / certifications required, and timelines on the official website of Zoological Survey of India ([www.zsi.gov.in](http://www.zsi.gov.in)).

**Dr. G. P. Mandal**  
**Scientist E and Head of Office**  
**Zoological Survey of India**



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## TENDER CALL NOTICE

Tender No: **340-1/2023/tech(Infrast. Facility)/ 24774** Date: 27/09/2023

On behalf of the President of India, Director, Zoological Survey of India, Kolkata, is hereby inviting sealed tenders (Two Bid) for the procurement of a Genetic Analyzer, real time PCR and the ancillary consumables from eligible vendors/bidders who possess valid VAT/GST clearance, PAN/TAN certification, along with relevant experience in supplying equipment, goods and services to the Government of India departments. Interested and eligible vendors/bidders are encouraged to participate in this two-bid process of procurement of the said items. Detailed information regarding the tender, including eligibility criteria, documents / certifications required, and tender deadlines can be accessed on the official website of Zoological Survey of India ([www.zsi.gov.in](http://www.zsi.gov.in)). The eligible vendors/bidders may submit the required bids (technical and financial) by October 31st, 2023, at 5:00 PM IST. Please note that the authority reserves the right to accept, negotiate, cancel, reject any or all tenders, and modify the items, conditions, or specifications at any stage without assigning any reason thereof. Sealed tender documents, clearly labelled as '**Tender for Genetic Analyzer, real time PCR and the ancillary consumables**' along with the Tender Reference Number, should reach to the Director, Zoological Survey of India by Hand/Speed/Registered Post (with kind attention to Head of Office, Zoological Survey of India) as per the defined deadline, *i.e.* October 31st, 2023, at 5:00 PM IST.

**Dr. G. P. Mandal**  
**Scientist E and Head of Office**  
**Zoological Survey of India**

Copy to:

1. Director, ZSI, Kolkata
2. Head of Office, ZSI, Kolkata
3. O/c-Technical, ZSI, Kolkata
4. Pay and Accounts Officer, BSI/ ZSI, Kolkata
5. O/c- Bill and Budget, ZSI, Kolkata
6. Store Officer, ZSI, Kolkata
7. In-Charge, ZSI's Website
8. O/c- Mammal and Osteology Section, ZSI, Kolkata
9. Copy of the Notice Board, Director, Zoological Survey of India
10. M/s ACI -The Advertising Corporation of India P. Ltd. to publish the advertisement on one issue of the Times of India (all edition).

## Important Information

1.	Type of Tender	Two Bid Open Tender System
2.	Tender No.	340-1/2023/tech(Infrast. Facility)/24774
3.	Availability of tender paper on website: date and time	29/09/2023; 12:00 noon
4.	Last Date and Time for tender submission	31/10/2023; 5.00 PM
5.	Submission (only by Regd. Post/Speed Post/By Hand)	<ul style="list-style-type: none"> <li>- Director, Zoological Survey of India, New Alipore, Kolkata 700053, West Bengal, India <u>(by Regd. Post/Speed Post)</u></li> <li>- Tender box placed at Head of Office, Zoological Survey of India, New Alipore, Kolkata 700053, West Bengal, India <u>(by hand)</u></li> </ul>
6.	Tender opening date and time	03/11/2023; 2.00PM
7.	Place of Opening the tender papers	BainiPrashad Hall, Zoological Survey of India, New Alipore, Kolkata 700053, West Bengal, India
8.	Earnest Money Deposit (EMD)	Rs. 3.50 lakh or alternatively enclose affidavit as per annexure V to claim for EMD exemption under the MSME ACT
9.	Performance Security	Performance Security equivalent to the 5% of the instrument cost to be submitted by the successful bidder for the selected items (Annexure-VI)



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**Tender No.: 340-1/2023/tech(Infrast. Facility)/24774 Dated: 27/09/2023**

## **TENDER CALL NOTICE (TWO BID) TO PROCURE THE GENETIC ANALYZER, REAL TIME PCR AND THE ANCILLARY CONSUMABLES AT ZOOLOGICAL SURVEY OF INDIA, KOLKATA**

The Director, Zoological Survey of India invites a sealed two bid tender for the procurement of Genetic Analyzer, real time PCR and ancillary consumables from the eligible bidder as specified in this document.

**Last Date of Submission for the tender papers is 31/10/2023: 5:00PM IST**

**Earnest Money Deposit Amount:** A sum of Rs 3.5 lakh (**Rupees three lakhs and fifty thousands**) only must be submitted as Earnest Money Deposit (EMD) alongside the bids. EMD should be presented in the form of an Account Payee Demand Draft/Bank Draft made in favor of "**PAO (BSI/ ZSI), payable at Kolkata**" enclosed in a separate sealed envelope. Please note that no exemption or concession will be granted regarding the earnest money requirement unless/ otherwise bidder falls into the Micro, Small and Medium Enterprises (MSME). Although the bidder has to provide proof of their being registered as MSME (indicating the terminal validity date of their registration) for the subject to furnishing of relevant valid certificate as well as an affidavit as per the Annexure V for claiming EMD exemption. Any tender submitted without the required EMD except claiming for EMD exemption following MSME Act with valid documents, will be disqualified, and their financial bids will not be considered for opening.

## **TERMS AND CONDITIONS:**

### **1. Language of tender paper: English**

**2. Scope of Work:**The Zoological Survey of India, Kolkata intends to procure a Genetic Analyzer, real time PCR and ancillary consumables for the purpose of wildlife forensics case work analysis, conservation research involving DNA sequencing, and genotyping and detail specification is provided in **Annexure I** with the scope of work for the purchase, delivery, installation, and commissioning of the said equipments.

### **3. Eligibility Criteria for suppliers:**Bidders must meet the following criteria:

- i. The bidding firm or company must be legally registered and possess the necessary GST registration and any other essential legal documents required to supply the instrument/services to the departments of the Government of India. This includes compliance with all applicable tax and legal regulations, demonstrating the bidder's capacity to operate within the legal framework.
- ii. The bidder should have a proven track record and relevant experience in providing a comprehensive range of services, including supply& installation of equipments, supply of consumables and post-supply/ repair and maintenance services related to the equipment supplied. This experience serves as a testament to the bidder's competence in handling the complete lifecycle of the equipment, from procurement to after-sales support.
- iii. The bidder must hold the status of an authorized dealer for the respective company or manufacturer of the instrument, substantiated by valid certifications. This authorization ensures that the bidder has the necessary authorization to source and supply the instrument on behalf of the manufacturer.In cases, where bidder is the sole manufacturer of the equipment or the sole authorized dealer to supply the required equipment or consumables, a Proprietary Certificate need to be submitted along with the tender document to avail the PAC benefits.In case of Proprietary item (equipment/consumables), the firm may be asked to certify that the rates quoted by them are the same and not higher than those quoted with other Government, public sector or private organisations within the same financial year.
- iv. The bidder should have the financial capability to effectively manage various aspects of the contract, including managing/ storing the equipment/ consumables in the their respective warehouse, transportation, instrument insurance, and any other pertinent

pre-delivery expenses that may arise during the delivery of the equipment/consumable.

- v. The bidder should have a clean record, free from any obligations or liabilities. Specifically, the bidder should not be under any partial or full blacklisting by government or private sectors due to violations or breaches of contract, involvement in fraudulent activities, shortcomings in the supply and delivery of goods and services, or any other infractions. A positive reputation and adherence to ethical business practices are paramount in ensuring a trustworthy and dependable partnership.

**4. Eligible goods and services:** All products including instruments, consumables and associated services provided under this contract must originate from India or from countries with which India maintains trade relations. In this context, "origin" refers to the location where the products are sourced, cultivated, manufactured, or produced, and where related services are arranged and delivered. This requirement applies to both goods and services to be delivered under this agreement.

**4. Submission of Bids:** Bidders are required to submit their bids using a two-envelope system, comprising Envelope A: Technical Bid and Envelope B: Financial Bid as per the format given in **Annexure II and III**, respectively. Both of these envelopes must be enclosed within a third sealed envelope, prominently displaying the bidder's name and address, along with the clear inscription "Tender for Genetic Analyzer, Real time PCR and ancillary consumables and Tender Reference No."The bids should reach to the Director, Zoological Survey of India by Speed/Registered Post (with kind attention to Head of Office, Zoological Survey of India) or to the tender box placed at the Head of Office, Zoological Survey of India (by hand) no later than 31/10/2023 at 5:00 PM Indian Standard Time.

**The required information to submission of Technical and Financial bid should be submitted according the details given below:**

**A. Technical Bid (Un-priced Bid):**

- i. The bidder carefully complete the Bid Form (Form 1) as a covering letter, provide the portfolio of the bidder as per the Form 1.1, eligibility declaration as per the Form 1.2,

and also fill-up the bidder evaluation form as per the Form 1.3 and submit with all the supporting documents/ certificates and affidavits.

- ii. The bidder must submit an Earnest Money Deposit (EMD) of Rs 3.5 lakh (**Rupees three lakhs and fifty thousands**) only alongside the bids. EMD should be presented in the form of an Account Payee Demand Draft/Bank Draft made in favor of "**PAO (BSI/ ZSI), payable at Kolkata**" enclosed in a separate sealed envelope. Please note that no exemption or concession will be granted regarding the earnest money requirement unless/ otherwise bidder falls into the Micro, Small and Medium Enterprises (MSME). Although the bidder has to provide proof of their being registered as MSME (indicating the terminal validity date of their registration) for the Subject to furnishing of relevant valid certificate as well as a supporting affidavit as per the **annexure V** for claiming EMD exemption. Any tender submitted without the required EMD except claiming for EMD exemption with valid documents, will be disqualified, and their financial bids will not be considered for opening.
- iii. For each quoted equipment and consumable item, the bidder must provide technical specifications in the prescribed format (**Annexure-II**) separately.
- iv. The bid should clearly specify all requirements, including Voltage Stabilizers, Online UPS systems, dedicated tables, computers, and printers necessary for the proper and full functioning/ operation of the equipment.
- v. The bid should include pre-installation requisite (PRI) documentation including any required alterations to wall electrical sockets and/or the installation of dedicated electrical lines up to the point of equipment or instrument installation. This should be quoted on a turnkey basis.
- vi. The bid must include the technical brochure/catalogue of the Original Equipment Manufacturer (OEM) for each quoted equipment, providing detailed technical parameters.
- vii. Along with the bid, the bidder should submit a scanned copy of the "Performance Statement," including relevant copies of orders and End User satisfaction certificates.
- viii. A valid GST Registration Certificate must be included in the bid.
- ix. If the bidder is quoting goods manufactured by other manufacturers, they should provide the manufacturer's Authorization Certificate.
- x. The bidder must submit a Declaration Certificate of quoting same amount/ same discount for the procurement of supplied instrument/ consumables to the other Government department within the same financial year as per **Annexure-IV**.



- xi. The bid should include both hard and soft copies of a Compliance and Non-compliance statement concerning the specified specifications.
- xii. An Undertaking (as specified in **Annexure VI**) is required, stating that the bidder has not been de-registered, banned, or blacklisted by any Government department.

**Note: Ensure that all required documents and information are complete and submitted in accordance with the provided formats and instructions.**

**B. Financial (Price) Bid:**

- i. The Price Schedules/Financial Bid should be meticulously prepared, providing comprehensive details, including Make and Model of the goods. Bidders are required to use the specified format (**Annexure-III**) for each item separately.
- ii. The quoted price must encompass all applicable taxes and cover the entire scope, including clearance and Cost, Insurance, and Freight (C.I.F.) up to the point of installation at Zoological Survey of India, Prani Vigyan Bhawan, M-Block, New Alipore, Kolkata 700053, West Bengal, India.

**Important Note:** *The Bidder is required to sign and affix their seal on all pages of both the bids.*

**5. Deadline for Submission:** Bids must be submitted with a sealed envelope, prominently displaying the bidder's name and address, along with the clear inscription "Tender for Genetic Analyzer, Real time PCR and ancillary consumables and Tender Reference No." The bids should reach to the Director, Zoological Survey of India by Speed/Registered Post (with kind attention to Head of Office, Zoological Survey of India) ) or to the tender box placed at the Head of Office, Zoological Survey of India (by hand) no later than 31/10/2023 at 5:00 PM Indian Standard Time. Late bids, regardless of the means of submission, will not be considered in any case. The Zoological Survey of India will not assume responsibility for delays in postal delivery or any other obstacles that may impede the timely receipt of bids by ZSI.

**6. Bid Opening:** The bid opening will take place on 03/11/2023; 2.00PM at Baniprasad Hall, 1<sup>st</sup> floor, Zoological Survey of India, Kolkata. Bidders or their authorized representatives may be invited to attend.

**7. Evaluation Criteria:**Following criteria will be used to evaluate the bids:

- i. **Bid Evaluation:** After the deadline of bid submission is over, an evaluation committee comprising relevant experts and officials will review the received bids. Bids that do not meet specified fundamental requirements may be considered non-responsive and will not be considered further. Bidders who have been de-registered, banned, or blacklisted by any Government/Institutions or have a history of poor/unsatisfactory performance will not be accepted. In this context, the bidder must provide an undertaking as outlined in Annexure IV.
- ii. **Technical Evaluation:** The technical bid evaluation involves mapping/verification of the technical specification of the submitted bid with the technical specifications and requirements outlined in the tender document. This also includes verifying the quoted technical specification, performance parameters, and compatibility with the technical brochure/catalogue of the Original Equipment Manufacturer (OEM) and verifying the equipment's make and model.
- iii. **Compliance Check:** The bidder's compliance with the tender's terms and conditions is assessed. This includes verifying that all necessary documentation, such as warranties, technical brochures, performance statements, and certificates, have been submitted as per the requirements. The Bidder should clearly indicate the item numbers as specified in Annexure I on the envelope containing the bids. During the evaluation process, if any minor informality, irregularity, or non-conformity is identified in a bid that does not affect the pricing, the Bidder will be notified via email and asked for clarification by a specific deadline. Failure to respond adequately or providing evasive replies may render the bids invalid.
- iv. **Financial Evaluation:** Only technically qualified bidders will be evaluated for the financial bids. The financial bid is evaluated to determine the pricing offered by each bidder. The bidder's price should be inclusive of all taxes and cover the entire scope, including clearance and Cost, Insurance, and Freight (C.I.F.) to the designated installation site.
- v. **Evaluation Report:** The bid evaluation committee prepares a detailed evaluation report that includes the technical and financial assessments of each bidder. The report should justify the selection of the winning bid based on the specified criteria. Further, the purchaser retains the discretion to either accept a bid in its entirety or partially, or decline one or more bids without providing any explanation. Additionally, the

purchaser may terminate the tender process and reject all submitted bids at any point before the contract award, and in doing so, will not be subject to any form of liability to the concerned bidder(s).

**8. Award of Contract:** After the completion of the evaluation process, if all requirements are satisfactorily met in accordance with the criteria outlined in the tender document for awarding the contract, which may include considerations such as the lowest price, best value for money, or a combination of technical and financial factors, the notification of contract award will be communicated via email / post and other relevant modes of correspondence.

**9. Regarding our policies:** Engaging in any form of corrupt or fraudulent practices with the intent to influence the tender or procurement process is strongly discouraged. Such practices may result in the disqualification of a firm, either indefinitely or for a specified duration, from participating in our procurement processes.

**10. Intellectual Property Rights (IPR) and Indemnification:** The supplier is responsible for indemnifying, at all times and without incurring any additional costs to the purchaser, against any claims that may arise in relation to the goods and services provided under the contract. These claims may pertain to the infringement of intellectual property rights or any other rights protected by patents, registered designs, or trademarks.

In the event that such a claim arises, alleging a breach of patents, registered designs, trademarks, or similar rights against the purchaser, the purchaser will promptly inform the supplier of the claim. The supplier, at their own expense, is obliged to address and settle such claims without any financial liability being borne by the purchaser.

**11. Country of Origin Requirement:** All goods and services intended for supply and provision under this contract must originate from India or from countries with which the Government of India maintains trade relations. In the context of this requirement, "origin" refers to the location where the goods are sourced, cultivated, grown, manufactured, produced, processed, or where the services are arranged. Bidders are encouraged to explicitly specify the country of origin within their bids when applicable.

**12. Inspection, Testing, and Quality Control:** In case if purchaser feels there is a requirement to validate, quality and functionality check of supplied instrument then purchaser

may plan such visit to supplier office/or company where the instruments available to evaluate, inspect, testing and quality control. However, the purchaser, or their designated representative(s), may conduct inspections and/or tests on the ordered goods and related services to ensure they conform to the contract specifications and other quality control requirements stipulated in the contract. This process may be carried out at no additional expense to the purchaser.

Prior to such inspections, the purchaser may provide written notification to the supplier, outlining the inspection schedule and identity of the officials assigned for this purpose.

For the initial inspection visit, the purchaser and/or its designated representative(s) will bear the costs associated with transportation, boarding, and lodging. However, in the event that the goods are rejected during the initial inspection and the supplier subsequently requests a re-inspection, the responsibility for all subsequent inspection-related expenses will shift to the supplier.

These expenses include, but are not limited to, round-trip economy airfare, local transportation, and accommodation for the inspection team during the inspection period. It is the responsibility of the supplier to cover these costs for subsequent inspections, should they be required.

In the event that, during these inspections and tests, the contracted goods do not meet the required specifications and standards, the purchaser's inspector reserves the right to reject them. In such cases, it is the supplier's responsibility to take corrective action promptly. This may involve either replacing the rejected goods or making the necessary alterations to ensure they meet the required specifications and standards.

The supplier is obligated to carry out these corrective actions at no additional cost to the purchaser. After the necessary adjustments have been made, the supplier must resubmit the goods to the purchaser's inspector for re-evaluation through inspections and tests.

**13. Delivery Terms and Timeframe:** Items must be delivered to the Zoological Survey of India, Headquarter, M Block, New Alipore, Kolkata, West Bengal, India-700053 within 30 days from the date of Purchase Order issuance or otherwise a written request need to be submitted with a proper justification for delay in supplying the equipment/consumable. The time extension may be granted on evaluation of the request by the competent authority. The delayed delivery will be liable to the deduction of 'liquidated damage' (LD). In case of delay

without getting the written permission in supply at 0.5% per week of delay or on the best judgement method by assessing actual damage due to negligence/ breach of-contract etc. will be decided by the competent authority.

Purchase Orders may be revised/re-issued as needed in response to specific requests. The supplier is responsible for delivering the goods in strict adherence to the specified terms of delivery and within the timeframe outlined in the schedule of requirements. It is crucial to emphasize that time is a critical factor and an essential element of this contract.

**14. Transportation of Imported goods/instrument:** Regarding the transportation of imported goods originating from abroad, the supplier is prohibited from arranging partial shipments unless explicit prior written consent is obtained from the purchaser. It is essential to note that, as per the terms of the contract, the supplier is obligated to deliver the goods under CIP (Carriage and Insurance Paid) terms to the specified named port of destination.

**15. Insurance Coverage:** The supplier is responsible for arranging insurance coverage for the goods during their transportation, safeguarding against potential loss or damage. This insurance coverage extends up to the location of installation at the Zoological Survey of India, Headquarter, M Block, New Alipore, Kolkata, West Bengal, India-700053.

In the event that the equipment is not commissioned and transferred to the consignee within a three-month timeframe, the supplier is obligated to extend the insurance coverage at their own expense until the successful completion of installation, testing, commissioning, and transfer to the consignee.

If any delays in installation and commissioning should be attributed to the handover of the site by the consignee or End User to the supplier, the responsibility for extending the insurance will still rest with the supplier. However, any actual charges associated with such insurance extensions will be reimbursed.

**16. Incidental Services:**

As part of this contract, the supplier is responsible for providing the following services:

i) Installation and Commissioning, along with necessary supervision, demonstration, and trial runs for the goods.

- ii) If applicable, the supplier is expected to carry out turnkey work.
- iii) The supplier must conduct training sessions for the Consignee's/End Users, staff, operators, etc., to ensure proficient operation and maintenance of the goods.
- iv) It is the supplier's duty to supply the requisite number of operation and maintenance manuals for the goods.

#### **17. Distribution of Dispatch Documents for Clearance/Receipt of Goods:**

The supplier is responsible for promptly delivering all relevant dispatch documents to facilitate the timely clearance or receipt of goods in accordance with the contract terms.

Within 24 hours of dispatch, the supplier must notify the relevant Officer of Zoological Survey of India, and any other concerned parties. Additionally, the supplier should dispatch the following documents via air mail, courier, or similar means, with prior email notification:

- i. A comprehensive Supplier's Invoice containing detailed information about the goods, including quantity, value, and other relevant particulars.
- ii. A packing list detailing the contents of the shipment.
- iii. A certificate confirming the country of origin.
- iv. The Bill of Lading or Airway Bill.
- v. An insurance certificate if insurance is applicable to the shipment.
- vi. Any Manufacturer's guarantee and Inspection certificate, if relevant.
- vii. An Inspection certificate issued by the Purchaser's Inspector, if required by the terms of the contract.
- viii. Any additional documents as stipulated by the contract.

This comprehensive document package should be sent promptly to ensure a smooth and efficient process for the clearance and receipt of the goods.

#### **18. Warranty:**

The supplier is required to provide a warranty for a minimum duration of three years or as specifically indicated in the instrument specification section of **Annexure I**. The supplier provides a comprehensive warranty for the goods supplied under this contract. The goods are guaranteed to be brand new, unused, and equipped with all the latest design and material

improvements, unless otherwise specified by the purchaser in the contract. The supplier also assures that the supplied goods will be free from defects in design, materials (unless as per purchaser's specifications), workmanship, or any acts or omissions of the supplier, and that they will perform flawlessly under normal use and prevailing conditions in India.

The warranty encompasses to all necessary spares, labor, every kind of repair/maintenance for events including poor upkeep, mishandling starting and preventive maintenance from the date of successful installation and acceptance, and continuing throughout the warranty period. The bidder is required to specify the number of workshops to be conducted during the warranty period.

During the warranty period, all software updates required for the proper functioning of the equipment/instruments must be provided by the supplier at no additional cost.

## **20. Comprehensive Annual Maintenance Contract (CAMC):**

The Comprehensive Annual Maintenance Contract (CAMC) is inclusive of all spares, labor, and preventive maintenance, commencing from the date of satisfactory installation and acceptance and continuing through the warranty period.

The CAMC cover all accessories, turnkey work, and the following, where applicable: a) All types of Motors b) Plastic and Glass Parts against manufacturing defects c) All types of sensors (capillaries) d) All types of coils, probes, and transducers e) Printers and imagers, including laser and thermal printers, along with all parts f) UPS (Uninterruptible Power Supply), including battery replacement.

In the event of any CAMC claim, the Purchaser/Consignee must promptly notify the supplier in writing. Upon receipt of such notice, the supplier is obligated to respond within 24 hours. The supplier shall take action to repair or replace any defective goods or parts, free of cost, at the ultimate destination. After providing replacements, the supplier shall take possession of the replaced parts/goods, and no further claims shall be made against the purchaser for these replaced parts/goods.

If the supplier, upon being notified, fails to respond within the stipulated 8-hour time frame, the purchaser may proceed to take remedial actions at the supplier's expense, without prejudice to other contractual rights and remedies.

During CAMC periods, the supplier must visit each consignee's site at least once every 6 months, starting from the installation date, for preventive maintenance of the goods.

The supplier, in collaboration with its manufacturer, Indian agent, and CAMC provider, must ensure the continuous supply of spare parts for the machines and equipment provided to the purchaser for a period of 10 years from the installation and handover date.

Furthermore, the supplier, along with its manufacturer, Indian agent, and CAMC provider, is required to grant the purchaser most-favored-client status concerning their equipment/machines/goods in comparison to their other clients/purchasers. This includes offering the most competitive prices for machines and equipment supplied to the Purchaser/Consignee.

Post warranty AMC charges for initial two year of duration after three years of installation of the instrument need to be quoted by the bidder along with the financial bid. The bidder is also required to specify the estimated escalation (in percent of the quoted AMC charges), if any in the price of AMC. However, the consignee is not bound to buy the AMC from the winning bidder after the post warranty period. This is to clarify that the Post warranty AMC charges will not be considered to decide L1 bidder as the actual AMC charges may vary with what will be quoted during bid submission.

#### **21. Taxes & Duties:**

In the event of any changes or adjustments in taxes or duties, the tax rates in effect at the time of the goods' supply will be regarded as the applicable tax schedule. Nonetheless, it is the responsibility of the supplier to promptly notify the concerned parties should there be any increase in taxes or duties.

#### **22. Bank Guarantee for Performance Security:**

Bidders are required to provide performance security in the form of a bank guarantee amounting to 5% of the total instrument cost following the revised rule of 171(i) of GFR, 2017, after the bid has been awarded. An affidavit on a non-judicial STAMP PAPER of not less than Rs. 100/- need to submit as per the format **Annexure VII.**

#### **23. Terms of Payment:**



The payment shall be conducted through electronic transfer via NEFT/RTGS only in Indian currency. The payment process is detailed as follows:

**A. Payment for Indigenous Goods (M&E) or Foreign Origin Located within**

**India:** Payment will be processed upon the receipt of the 'Installation and Acceptance Certificate' for the delivered goods/instrument. This certificate will be issued by the End User and is contingent upon any deductions that may occur, whether related to outstanding defects or deficiencies unaddressed by the Supplier or for any other reasons. The issuance of the 'Installation and Acceptance Certificate' is the responsibility of the respective End User, following the successful completion of installation, commissioning, testing, and, if applicable, a successful trial run.

**B. Payment for Imported Goods (M&E):** For the foreign currency portion of the payment, it shall be remitted in the currency specified in the contract. The payment process is as follows:

a) The net FCA/CIP price (i.e., FCA/CIP price minus Indian Agency commission) of the goods/ instrument dispatched via Sea/Air will be made through one of the following methods:

- An irrevocable, non-transferable Letter of Credit (LC) in favor of the supplier, to be opened in a bank in the supplier's country.
  - Wire transfer, subject to the submission of specified documents including the Commercial Supplier's Invoice, packing list, certificate of country of origin, negotiable clean Bill of Lading/Airway Bill, insurance certificate (if applicable), manufacturer's guarantee, inspection certificate (if applicable), and any other documents required by the contract.
- b) The supplier will bear any applicable incidental costs.

**C. Payment for Annual Comprehensive Maintenance Contract (CMC) Charges:**

The consignee will enter into an Annual Comprehensive Maintenance Contract (CMC) after the warranty period as mentioned in the tender document with the supplier. Two year CMC charges after the warranty period is over need to be quoted along with the bid by the supplier. The bidder is also required to specify the estimated escalation (in percent of the quoted AMC charges), if any in the price of AMC. However, the consignee is not bound to buy the AMC from the winning bidder after the post warranty period. This is to clarify that the Post

warranty AMC charges will not be considered to decide L1 bidder as the actual AMC charges may vary with what will be quoted during bid submission.

Payment for the CMC will be made on a six-monthly basis, contingent upon the satisfactory completion of the specified period. The End User will certify this satisfaction. Additionally, a bank guarantee for an amount equivalent to two (2) per cent of the equipment's cost will be received by the consignee upon entering into the CMC agreement.

*In the accordance with the contract, the Performance Bank Guarantee (2%) shall remain valid for a duration extending three months beyond the conclusion of the entire Comprehensive Maintenance Contract (CMC) period. The requirement for a Performance Bank Guarantee for CMC will be enforced if the contract value exceeds INR 10 lakhs.*

#### **24. Payment Terms for Imported Goods:**

- a) The supplier is not entitled to claim any interest on payments made under the terms of the contract.
- b) If there exists a statutory requirement for tax deduction at source, the necessary deductions for income tax and any other applicable taxes will be withheld from the amounts payable to the Supplier in accordance with the prevailing rates.
- c) The Purchaser will open an irrevocable and non-transferable Letter of Credit (LC). However, if the supplier expressly requests the opening of a confirmed LC, any additional charges incurred will be the responsibility of the supplier. In cases where the LC needs to be extended or amended due to reasons not attributable to the purchaser, the supplier shall bear the associated charges.
- d) Payments shall be made in the Indian currency only and authorized in the contract.
- e) The supplier is required to submit written claims for payment when they become contractually due, accompanied by all relevant documents, duly signed and dated.
- f) When submitting payment claims, the supplier must also certify in the invoice that the payment being requested strictly adheres to the terms of the contract, and that all supplier obligations necessary to warrant payment under the contract have been fulfilled.

g) If the contract permits and the supplier is entitled to seek reimbursement of duties and taxes (such as GST, Customs Duty, etc.) from the Purchaser, the supplier must also certify that in the event of receiving any refund of such taxes and duties from the relevant authorities at a later date, the supplier shall promptly refund the corresponding amount to the Purchaser.

## **25. Goods Delivery Terms:**

The specified time and date for the delivery of goods, as outlined in the schedule, are considered essential elements of the contract. It is imperative that delivery is accomplished no later than the specified date(s) as defined in the contract terms. Any unexplained delay on the part of the supplier will result in actions such as the imposition of liquidated damages, forfeiture of the Performance Security, and/or termination of the contract for default.

The supplier must not dispatch goods/equipments beyond the agreed delivery period. If there is a need for an extension of the delivery period, the supplier is obliged to formally request an extension from the Purchaser and secure approval before dispatching the goods. In the event that the supplier dispatches goods without obtaining a prior extension, it does so at its own risk, and no claims for payment related to such supply or any other associated expenses shall be made against the purchaser.

The installation of the equipment must be completed within 20 days of delivery at the designated site.

For any equipment supplied under the contract, three consecutive demonstrations for the benefit of the Institution have to be arranged by the supplier with no additional charges. Furthermore, all ancillary chemicals and reagents necessary for a complete demonstration of the equipment should either accompany with the instrument or be present with the technical personnel at the time of installation. The ancillary consumables mentioned in the specifications, which need to be supplied along with the instrument, will be provided separately and will not be used for training purposes during demonstrations.

## **26. Negotiation Clause:**

Negotiations will take place at a date and location determined by the Purchaser, involving the bidder or their authorized representative(s) who must possess a valid written power of attorney to negotiate and sign a Contract on behalf of the Seller. The Purchaser will be

responsible for preparing minutes of the negotiations, which will be duly signed by both the Purchaser and the authorized representative(s) of the bidder.

**27. Promotion of Local Manufacturing:**

In alignment with the Government of India's initiative to promote manufacturing and production of goods and services in India to enhance both income and employment, this procurement will be governed by the Department of Industrial Policy & Promotion (DIPP) Public Procurement (Preference to Make in India) Order, 2017. Bidders must comply with the provisions laid out in the said order, including the stipulations related to local content and preference to domestic manufacturers or service providers under the DIPP PPP-MII Order 2017.

**28. Contact Information:** For inquiries for this tender, please contact: Head of Office, Zoological Survey of India via email on [hoo@zsi.gov.in](mailto:hoo@zsi.gov.in) with copy to [director@zsi.gov.in](mailto:director@zsi.gov.in) with the subject line of the tender reference number.

**29. Amendments and Addenda:** At any time within 7 days before the submission deadline for Bids, the purchaser may, for any reason deemed necessary, make modifications to the Tender Enquiry Document by issuing a relevant Corrigendum. Such Corrigendum will be communicated exclusively through the official website of Zoological Survey of India ([www.zsi.gov.in](http://www.zsi.gov.in)) and therefore, bidders are requested to visit website regularly. To allow adequate time for prospective Bidders to adjust their Bids in response to these amendments, the purchaser may, at its discretion, extend the submission deadline and related timeframes connected to that deadline.

**30. Disclaimer:** The purchaser may terminate the tender process and reject all submitted bids at any point before the contract award, and in doing so, will not be subject to any form of liability to the concerned bidder(s).

**31. Governing Law:** This tender is subject to the laws and regulations of Kolkata Jurisdiction only.

**32. Closing Remarks:** We appreciate your interest in participating in the tender to Zoological Survey of India, Kolkata and look forward to receiving your bid.

**Annexure I**

**List of items and their specifications**

S.No.	Item code	Item Name	Quantity	Specification
1	ZSI-1	Genetic analyzer (01)	01	Page No. 21-22
2	ZSI-2	Real Time PCR (01)	01	Page No. 23
3	ZSI-3	Ancillary consumables	As mentioned in given table	Page No. 24

## **1. Genetic analyzer (Item Code: ZSI-1)**

**Description:** Genetic Analyzer is to be used for DNA Sequencing, Fragment Analysis, and genotyping applications. It offers high-performance capabilities, advanced data analysis, and user-friendly software for seamless operation. This should have built-in security features ensure data privacy and integrity throughout the analysis process.

**Specifications:**

- Instrument should be fully automated multi capillary, fluorescence-based genetic analysis system to process multiple samples in single run.
- Instrument should be a bench top instrument to support various applications like: DNA Sequencing, Fragment Analysis, and genotyping applications.
- Sample Capacity: Up to 24 samples per run, the system should have 24 Capillaries operating in parallel with autospectral calibration and have option to detect and analyze 8 fluorescent dyes simultaneously.
- System should be capable of supporting 4 plates; 386 and 96- well standard & fast plates; 8-strip standard & fast tubes
- System should have Cooled CCD detection technology and a spectrograph for color separation

- System should be enabled for remote monitoring via a mobile device or networked device & remote troubleshooting allows for remote monitoring and data visualization for faster resolution, and onboard learning center.
- System should have Flexible connectivity via Local Area Network (LAN), Wi-Fi, USB, and is LIMS compatible.
- System should facilitate continuous plate loading and sample reprioritization feature with walkaway operations for 4, 96/384 plates.
- The system may offer utilization a single line 505nm Solid-State long-life laser utilizing a standard power supply and requires no heat removal ducting
- System should be enabled with Radio-Frequency identification technology to tracks key consumables data without the use of any external Barcode reader.
- The vendor should provide one instrument handling training programme.
- Instrument should be supplied with one competent software for sequence analysis and one for fragment/genotype analysis supported by the original equipment manufacturer.
- Sequencer Software should provide reference-based analysis of sequencing reactions for mutation detection and analysis, SNP discovery and validation, sequence confirmation. Software for variant analysis should be reference based and non-reference-based analysis of sequencing reactions for mutation detection and analysis, SNP discovery and validation, and sequence confirmation.
- Fragment Analysis software should be a flexible genotyping software that enables DNA sizing and quality allele calls. This software should specialize in fragment analysis and sequencing applications like multi-application functionality including Amplified Fragment Length Polymorphism (AFLP), Loss of Heterozygosity (LOH), microsatellite, SNP genotyping analysis.
- System should have on-board computer and integrated touchscreen enable stand-alone instrument control, data collection, quality control monitoring and auto-analysis of data.
- System should be compatible with a desktop or cloud application for creating and sending plate files directly to an instrument for enabling remote functionality.
- Instrument should be supplied with a computer desktop with a 10 TB External Hard Disk and with a preloaded the latest version of windows 11 with an activated antivirus total security with two years of subscription.
- System software allow real-time data quality evaluation providing immediate access to base-called or size called data to make decision about the quality of data as it is generated.

- System should have the capability of Security, Audit and Electronic signature features that assist with certain 21 CFR Part 11 requirements.
- The vendor / company supplying the instrument should have own application support laboratory in India for local & efficient after sales service-support.
- System should come with 3 years of Warranty along with 3KVA UPS with battery
- Bidder need to quote estimated price of two years of post-warranty AMC charges along with the financial bid. They are also required to specify the estimated escalation (in percent of the quoted AMC charges), if any in the price of AMC. The estimated Post warranty AMC charges will not be considered a criterion to decide L1 bidder.

## 2. Real-Time PCR System(Item Code: ZSI-2)

**Description :** The Real-Time PCR System is a versatile and high-performance instrument designed for real-time polymerase chain reaction (PCR) applications. It offers accurate and reproducible quantification of nucleic acids, making it suitable for a wide range of research and diagnostic applications e.g. SNP Genotyping, Pathogen Detection, miRNA Analysis and Quantitative Gene Expression Analysis.

### **Specifications:**

- The instrument should accommodate various sample throughput needs and integrated with 96 well plate 0.2mL format based for both real time PCR and post-PCR (end-point) analysis with 6 independently controlled zones.
- The instrument should support minimum recommended reaction volume of 10–100 µL for 0.2 mL block respectively.
- The instrument should have Multiplexing capacity of up to 6 Targets with 21 filter combinations for 96 well.
- The instrument should support VeriFlex temperature control in 6 zones.
- The instrument should have User-friendly software interface for experiment setup, data analysis, and result visualization.
- The instrument should support a direct connection to cloud-enabled system, full functional touch screen display and with at least 2K runs memory. Secure cloud-based software provides increased accessibility and storage options

- The real time PCR system should also offer the built-in-software features of electronic record security and prevention of unauthorized instrument access to assist with 21 CFR Part 11 compliance.
- The manufacturer/vendor should offer On-site installation by professionally trained field service engineers with SMARTSTART Orientation hands-on training package.
- The instrument should offer the User account management, locked workflow, and Pause features for greater control of experiment data.
- Instrument should be supplied with a laptop with a preloaded the latest version of windows 11 with an activated antivirus total security with two years of subscription.
- The vendor / company supplying the instrument should have own application support laboratory in India for local & efficient after sales service-support.
- System should come with 3 years of Warranty along with 2KVA UPS and with battery
- Bidder need to quote estimated price of two years of post-warranty AMC charges along with the financial. They are also required to specify the estimated escalation (in percent of the quoted AMC charges), if any in the price of AMC. The estimated Post warranty AMC charges will not be considered a criterion to decide L1 bidder.

### **3. Ancillary and Start-up Consumables (Item Code: ZSI-3)**

<b>Ancillary and start-up consumables</b>	<b>Quantity</b>
SEQFRAG Instalment Kit competent to the supplied genetic Analyzer	01
Optical 96 well barcoding reaction plate competent to supplied genetic analyzer	10
0.2ml PCR tube	1000
24 capillary-50 cm array competent to supplied genetic analyzer	01
POP-7 polymer, competent to the supplied genetic Analyzer	10
GENESCAN-6—LIZ SIZE STD V2.0 competent to the supplied genetic Analyzer	05
Cycle Sequencing kit & Sequencing Buffer for 100 reactions	05
ANODE Buffer Container competent to supplied genetic analyzer	05
CATHODE Buffer Container competent to supplied genetic analyzer	05
Hi Di Formamide 25 ml	05
SEPTA 96 WELL competent to the 96 well barcoding reaction plate	05
Two sets of four range of micropipette (0.1-2.5; 2-20, 20-200 and 100 to 1000 ul	01
One 12 Channel micropipette 0.5-10 ul range	01
TAQMAN RNASE P 96-WELL INSTR, VERIF PLATE	01
TAQMAN FAST REAGENTS STARTER, KIT	01
FG- OPTICAL ADHESIVE COVERS, STARTER KIT	01



MICROAMP 96-WELL RXN PLATE -, EA NO BARCODE	01
Spectral Calibration Plate 1 (FAM™, VIC™, ROX™, SYBR™ dyes), 96-well, 0.2 mL	01

## Annexure II

### Technical Bid Submission Format (On Company Letterhead)

Item code \_\_\_\_\_ (as per Annexure I)

Name of the Item: \_\_\_\_\_

Tender No: ..... Date: .....

To  
The Director  
Zoological Survey of India  
Prani Vigyan Bhawan, M Block  
New Alipore, Kolkata  
West Bengal, India-700053

**Sub: Technical specification for ITEM (pls. mention the item name and item code ....)**

S.N	Technical Specification	Mention the Instrument Model and the respective #Cat No as mentioned in submitted OEM

Seal & Signature  
Date:.....

### Annexure III

## Financial Bid Submission Format (On Company Letterhead)

Item code \_\_\_\_\_ (as per Annexure I)

Name of the Item: \_\_\_\_\_

Tender No: ..... Date: .....

To  
The Director  
Zoological Survey of India  
Prani Vigyan Bhawan, M Block  
New Alipore, Kolkata  
West Bengal, India-700053

**Sub: Quotation for the ITEM (pls mention the item name and item code).....**

SN	Description	Qty.	Unit Price (in Rs)	Unit GST (in Rs)	Unit Price including GST (in Rs)	Total Cost including GST (in Rs)
Total Amount With GST						

.....  
**Signature and seal of the bidder:**  
**Date**

## **Annexure IV**

### **(On Company Letterhead)**

### **Declaration**

Dated:

We, representing our firm/company, hereby make the following declaration:

1. We declare to offer Zoological Survey of India, Kolkata for the procurement of Genetic analyzer, Real time PCR and ancillary consumables at the lowest possible price or the same quoted to any other department of government of India within the financial year 2023-2024. Failure to honour this commitment will result in the cancellation of our participation in any tender processes within the same financial year.
2. We also affirm that, if our quoted item is deemed suitable for procurement by ZSI, it may also be acquired by other Departments of Zoological Survey of India at the same quoted price within the same financial year

Seal Name & Signature

Date

## Annexure V

### AFFIDAVIT

I,-----s/o----- Managing  
Director/Director/Proprietor/Partner,\* M/s.-----  
-----with their Regd. Office at ----- & Stock Point/Unit located at-----  
----- with E.M. No/UDYAM No-.-----  
-----dt.-----do hereby solemnly affirm and declare as under:

The Company/Firm/Establishment has been a Micro / Small/ Medium Enterprise as per the Govt. of India definition; and has been functional at the time of acquiring UDYAM Certification No.-----dated-----

- i. The Company/Firm/Establishment continues to be a a Micro / Small/ Medium Enterprise and functional as on date.
- ii. As per books of account, the total investment (W.D.V as per Audited Financials FY-21-22/ FY-22-23) in plant and machinery in the Company/Firm/Establishment as on 31.03.2022 /31.03.2023 is Rs. .... (Chartered Accountant Certificate dated-----to this effect is attached). Signed on this day of-----  
-----dt-----

DEPONENT

### VERIFICATION:

I do solemnly affirm that the contents of the Affidavit are true to the best of my knowledge & belief.

DEPONENT

Date:  
Place: (Note)

\* Strike out whichever is not applicable.

\*\*On a non-judicial STAMP PAPER of not less than Rs. 100/- as applicable in the respective State duly sworn before a Notary Public ( duly affixed with Notarial Stamp; and with Notary Seal; and Notary Registration number) or First Class Magistrate

## **Annexure VI**

(An affidavit required on a non-judicial STAMP PAPER of not less than Rs. 100/- )

### **Undertaking Regarding Blacklisting & Non-Debarment**

Dated:

We, M/s. [Insert Company Name], hereby affirm and declare that we have not been subjected to any blacklisting, de-registration, or debarment by any government department, public sector undertaking, private sector entity, or any other agency for which we have executed or undertaken works or services in the past five years.

Seal, Name & Signature

Date:

## **Annexure VII**

(An affidavit required on a non-judicial STAMP PAPER of not less than Rs. 100/- )

### **Bank Guarantee for Performance Security**

To  
The Director  
Zoological Survey of India  
Kolkata-700053

WHEREAS [Name and Address of the Supplier] (hereinafter referred to as "the Supplier") has undertaken, in pursuance of Contract No. [Contract Number] dated [Contract Date], to supply [Description of Goods, equipment and Services] (hereinafter referred to as "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee issued by a scheduled commercial bank recognized by you, as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we, [Name of the Bank], have agreed to provide the Supplier with such a bank guarantee;

NOW, THEREFORE, we hereby confirm that we are guarantors and are responsible to you, on behalf of the Supplier, for an amount not exceeding [Amount of the Guarantee in Words and Figures] (hereinafter referred to as "the Guarantee Amount"). We undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, and without any objection or dispute, any sum or sums within the limits of the Guarantee Amount, without requiring you to provide evidence or reasons for your demand or the specified amount.

We hereby waive the requirement for you to demand the said debt from the Supplier before presenting us with the demand.

Furthermore, we agree that no changes, additions, or modifications to the terms of the Contract or any related documents between you and the Supplier shall release us from any liability under this guarantee. We also waive any notice of such changes, additions, or modifications.

This guarantee shall remain valid until the [Expiration Date of the Guarantee/Warranty].

Our [Bank Name and Address of the Branch] is obligated to make payments under this Bank Guarantee only upon your submission of a written claim or demand received by us at our [Branch Address] on or before [Claim Deadline Date]. Failure to do so will discharge the bank from all liabilities under this guarantee thereafter.

[Signature of the Authorized Officer of the Bank] Name and Designation of the Officer Seal,  
Name & Address of the Bank and Address of the Branch

## **Form 1: Bid Form (Covering Letter)**

(To be submitted as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

To

The Director

Zoological Survey of India

M Block, New Alipore, Kolkata 700053

West Bengal

Kind attention: Head of Office, ZSI, Kolkata

Ref: **'Tender for Genetic Analyzer, real time PCR and the ancillary consumables'**

Tend No./ xxxx;

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods /instrument and incidental Works/ Services in conformity with the said Tender Documents. (

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

1. Our Credentials:

(a) We are submitting this bid: -

♦ on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our

company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

◆ as authorised dealer offering goods / instrument manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted with the bid.

Or

◆ as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

(b) We..... hereby certify that

◆ We/ our Principals/ OEM M/ s..... are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity, if required.

**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.

**3. Our Bid to supply Goods:**

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant technical details are submitted as Annexure II for 'Technical Specifications' along with the OEM supported by the authorization certificate.

**4. Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the Annexure III. It is hereby confirmed that the prices quoted therein by us are:

(a). based on terms of delivery and delivery schedule confirmed by us; and



(b). Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and

(c). based on the terms and mode of payment as stipulated in the Tender Document.

We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

(d). 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:

iv) those prices; or

v) the intention to submit an offer; or

vi) the methods or factors used to calculate the prices offered.

(e). 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. We explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

**6. Bid Security Deposition:**

We have submitted a DD of Rs. 3.5 lakhs (DD No.....) in favour of PAO (BSI/ZSI) payable at Kolakta as a Bid Security to participate in the tender.

**7. Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for this financial year 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 supplied 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 supplied 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 Procuring Entity, originals, and selfcertified 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, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

**10. Bank Guarantee for performance security and Signing the contract:**

We further confirm that, if our bid is accepted, we shall provide you with defined Bank Guarantee for 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 and/ or failure to execute the agreement, the Procuring Entity 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 Procuring Entity 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]

Bidder's Reference No. \_\_\_\_\_

Date..... Tender Document No. Tend No./ XXXX; Tender Title: XXXXX

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 shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document. (Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

### 1. Bidder/ Contractor particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN): .....
- c) Registration, if any, with The Procuring Entity: .....
- d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- e) Place of Registration/ Principal place of business/ manufacture .....

- f) Complete Postal Address: .....
- g) Pin code/ ZIP code: .....
- h) Telephone nos. (with country/ area codes): .....
- i) Mobile Nos.: (with country/ area codes): .....
- j) Contact persons/ Designation: .....
- k) Email IDs: .....
- l) Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 -  
A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

## **2. Taxation Registrations:**

- a) PAN number: .....
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- c) GSTIN number: ..... in Consignor and Consignee States
- d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

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 sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
  - ◆ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

◆ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/ Memorandum of Association/  
Partnership Agreement/ 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] DA:

As above .....

## **Form 1.2: 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; Tender Title: XXXX

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

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 Procuring Entity as may be requested:

1. Legal Entity of Bidder: \_\_\_\_\_
2. OEM/ Manufacturer/ Agent/ Dealership Status: \_\_\_\_\_
3. We ♦ are/ ♦ are not a JV \_\_\_\_\_
4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
  - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.
- c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

We certify as under:

*“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- (a). we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b). we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

#### **6. MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

**7. Start-up Status :**

we confirm that we

- ◆ are a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

**8. 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 in case of Tenders above Rs 10 Crore 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/

Non-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 an offered Goods, or



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

**10. Self-Declaration by Indian Agents/ Associates of Foreign Principals :**

(a). Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws.

(b). Self-attested declaration to cover :

- (i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
- (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

(c). Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

(d). The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder, and also annex the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

**10. 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 any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this 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 1.3: VENDOR EVALUATION FORM

SINo	Particulars	To be filled in by the Bidder
1	Name of the Firm/ Service Provider	
2	Full address of Firm along with Telephone no. Fax no. E-mail address:	
3	Are you a OEM or dealer/Service Provider? (please attach relevant document)	
4	Are you registered under Indian companies Act? (Please attach relevant document)	
5.	Annual turnover in last three financial years in Lakhs (i) 2021-2022 (ii) 2020-2021 (iii) 2019-2020	
6	Details of EMD (a) Amount (b) Draft No (c) Date (d) Issuing Bank (please attach relevant document)	
7	Proof of experience for supply of similar item to the central govt deptt.	
8	GST Registration No with Place (please attach requisite documents)	

9	Income Tax Registration No with place(pleaseattachrequisite documents)	
10	NotarizedAffidavit ofundertakingthatthefirmhas not been blacklisted / debarred by anyDepartmentof GovtofIndia (pleaseattachrequisitesdocuments)	
11	Whetherthefirmacceptstheterms andconditionsof RequestforProposal (pleaseattachrequisitesdocuments)	

END OF THE TENDER

.....