

BRIC-NATIONAL INSTITUTE OF PLANT GENOME RESEARCH

(An Autonomous Research Institution under the Biotechnology Research and Innovation Council, Department of Biotechnology, Ministry of Science and Technology, Govt. of India)
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Invitation for Expression of Interest (EoI) For Operation of National Genomics and Genotyping Facility, established by the Department of Biotechnology, Ministry of Science and Technology, Government of India at Biotechnology Research and Innovation Council -National Institute of Plant Genome Research (BRIC-NIPGR), New Delhi.

On behalf of Director BRIC-NIPGR, New Delhi, online proposals, Expression of Interest (EoI), are hereby invited from the interested agencies for undertaking the work related to **Running of above-mentioned Facility** of the Department of Biotechnology, Ministry of Science and Technology, Government of India, anchored at NIPGR.

The EoI Document containing the details of qualification criteria, submission requirements, brief objectives & scope of work and evaluation criteria etc. is attached. The tender document is also available online and can be downloaded from the CPP Portal <https://eprocure.gov.in/eprocure/app> and our website: www.nipgr.ac.in.

It is mandatory for all the bidders to submit complete EoI document duly signed and stamped along with the Technical Bid failing which the bid shall be rejected.

Place opening tender
document:

BRIC-National Institute of Plant Genome Research
Aruna Asaf Ali Marg,
New Delhi-110067

Date of publication of EoI:	30/09/2025 at 11:00 hrs.
Date and Time of Pre-Bid Meeting:	07/10/2025 at 11:00 hrs.
Last date and Time of submission of Tender:	21/10/2025 at 15:00 hrs.
Date & Time of opening of Technical Bid:	22/10/2025 at 15:00 hrs.

Disclaimer

All information contained in this EoI document provided/clarified is in good interest and faith. Though adequate care has been taken in the presentation of this EOI document, the interested agencies shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested respondents are required to make their own enquiries and assumptions wherever required.

The information contained in this Expression of Interest document (the “EoI”) or subsequently provided to Bidder(s), by or on behalf of the Authority (BRIC-NIPGR) or any of its authorised employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EoI and such other terms and conditions subject to which such information is provided.

This EoI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this EoI is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this EoI. This EoI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EoI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EoI. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EoI and obtain independent advice from appropriate sources.

Information provided in this EoI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EoI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EoI and any assessment, assumption, statement or information contained therein or deemed to form part of this EoI or arising in any way for participation in this Bid Stage. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EoI.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EoI, without assigning any reason. The Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their applications in response to this EOI. The issue of this EoI does not imply that the Authority is bound to

select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Information provided in this document or imparted to any respondent as part of EoI process is confidential to Authority and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or agency.

1. INTRODUCTION

1.1 Background

- 1.1.1 Genomic resources, such as genome and transcriptome sequencing as well as cost-effective and user-friendly marker genotyping assays like SNP chip, Kompetitive allele specific PCR (KASP) are the prerequisite for accelerating genomics-assisted breeding applications and genetic enhancement of crops. Establishment of a centralized sequencing and genotyping facility with trained manpower is a need to develop improved crop varieties at faster pace. In order to fulfill this gap, Department of Biotechnology has established NGGF (National Genomics and Genotyping Facility), anchored at Biotechnology Research and Innovation Council-National Institute of Plant Genome Research (BRIC-NIPGR), New Delhi. The NGGF hosts mainly three platforms, Novaseq 6000 (Short read sequencing), Gene Titan (SNP array), KASP genotyping, and computational facility (see **Annexure I**).

As part of this endeavor, the Authority of NGGF has decided to undertake the operation of National Genomics and Genotyping Facility (the “**Project**”) through Public Private Partnership (the “**PPP**”) basis, and has, therefore, decided to carry out the bidding process for selection of a private service provider as the **Bidder** to whom the Project may be awarded.

- 1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 or undertakes to incorporate as such, prior to execution of the Agreement (the “**Bidder**”), and has prior experience of providing the relevant services commercially shall be responsible for operation of the Project. It will be under and in accordance with the provisions of a three-year agreement (the “**Agreement**”) to be entered into between the Selected Bidder and BRIC-NIPGR. The Agreement sets forth the detailed terms and conditions for revenue sharing/operational charges to the Bidder, including the scope of the services and obligations.
- 1.1.3 The scope of work will broadly include operation of all the sequencing and genotyping platforms established in the NGGF Facility and bringing business from both government and private stakeholders, providing experienced manpower, consumables, processing samples to generate and deliver data to the clients and un-interrupted and efficient functioning of the facility, thereof. Facility will operate as a service facility, which will provide genotyping and sequencing services and consultancy to a wide range of beneficiaries/stakeholders. Major beneficiaries are Indian research institutes and industries from public and private sectors. Facility will strengthen the capacity of Indian researchers by not only training them in genomics but also delivering the services in genomics and related technologies.
- 1.1.4 Applicants are advised that the selection of Service Provider shall be on the basis of an evaluation by the authority through the selection Process specified in this EoI. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

- 1.1.5 The Applicant shall submit its Proposal in the form and manner specified in this EoI. The Technical and Financial proposals shall be submitted in the form at **Appendix-I**. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.
- 1.1.6 The statements and explanations contained in this EoI are intended to provide a better understanding to the Bidders about the subject matter of this EoI and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Draft to be awarded pursuant to this EoI or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this EoI are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this EoI in accordance with the terms set forth in this EoI and other documents to be provided by the Authority pursuant to this EoI, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.3** for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involved pre-qualification of interested parties in accordance with the provisions of the EoI (Annex II). The bids will be accepted from those Agencies having relevant experience of minimum of three years in handling large-scale samples for high-throughput genotyping and next-generation sequencing services. The Agency should have at least completed/have either three contracts of similar services or an annual value of not less than Rs. 60 lakhs, or two contracts of similar services of annual value not less than Rs. 75 lakhs, or one contract of similar services on annual value of Rs. 120 lakhs, in the last three years ending August 31, 2025, satisfactorily with Government/Public Sector Undertaking/Autonomous Institutions. Submission of the copies of Contracts/Orders is mandatory failing which the bid shall not be considered. A Certificate of Performance must be enclosed against the submitted copies of Contracts/orders, duly indicating the period/scope of contract and value of the contract for the relevant period and the certificate may be supported by Acknowledgements/Publications/ recent Recommendation (satisfactory certificate) by scientists. Further, the tenderer should have a minimum annual turnover of Rs. 150 lakhs for any of the three platforms in each of the last three years ending March 31, 2025. The bids will be evaluated on technical parameters and given scores (**Annexure II**). The Authority may consider additional parameters in order to facilitate selection of the vendor. Only those bids that have achieved at least qualifying score of 60% in technical parameters will be

considered further. At the end of the Qualification Stage, the short-listed Applicants are eligible for participation in the **second stage** (the financial offer) of the Expression of Interest. The total score, both technical and financial, shall be obtained by adding them up. On the basis of combined weighted score for technical and financial bids, the bidders shall be ranked in terms of the total scores obtained. The bid obtaining the highest total combined score in evaluation will be ranked H – 1, followed by the bids securing lesser marks. The bid securing the highest combined marks and ranked H – 1 will be invited for negotiations, if required, and shall be recommended as “**Selected Bidder**”. In the event that two or more Bidders have same score (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder who have the highest score in financial parameters. Further to this, if two or more bidders have similar highest scores in the above-mentioned parameters, then the Selected Bidder will be identified by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 1.2.2 In the Bid, the aforesaid Applicants, shall include their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context). The shortlisted applicant’s financial offers (the “**Bids**”) will be opened, in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.3 The Bidder is required to submit the **Earnest Money Deposit** amounting to **Rs. 3,00,000/-** along with technical bid. The Bid shall be summarily rejected if it is not accompanied by the **Earnest Money Deposit**.
- 1.2.4 In this EoI, the term “**Selected Bidder**” shall mean the Bidder who has obtained the highest total combined score in evaluation of technical and price bids.
- 1.2.5 Generally, the Bidder who has obtained the maximum combined score shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in **Clause 3** of this EoI, be invited to match the Bid submitted by the Selected Bidder in case such Selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Selected Bidder, the Authority may, on its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process. Only one bidder shall be selected to operate and run all the platforms.
- 1.2.6 Any queries or request for additional information concerning this EoI shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach us by the due date as specified in **Clause 1.3** of this EoI. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: EoI for National Genomics and Genotyping Facility”.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	[07 days from the date of EoI]
2. Authority response to queries latest by	[15 days from the date of EoI]
3. Bid Due Date	[Specified in the document]
4. Opening of Bids	On Bid Due Date [at least 21 days from the date of EoI]
5. Letter of Award (LoA)	Within 30 days of Bid Due Date
6. Validity of Bids	120 days of Bid Due Date
7. Signing of Agreement	Within 30 days of award of LoA

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 Under NGGF, BRIC-NIPGR, New Delhi, shall be the management unit for this Public Private collaboration facility and is hiring services from private partners to assist Public as well as Private stakeholders for genomics and genotyping solutions.
- 2.1.2 The private partner as a bidder will provide services at NGGF.
- 2.1.3 No Bidder shall submit more than one Bid for the Project.
- 2.1.4 Unless the context otherwise requires, the terms not defined in this EoI, but defined in the Agreement shall have the meaning assigned thereto in the Agreement.
- 2.1.5 The Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.
- 2.1.6 Notwithstanding anything to the contrary contained in this EoI, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder here under shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.7 The Bid should be furnished in the format at **Appendix–I**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.1.8 The Bid shall consist of cost of technology and its operation to be quoted by the Bidder. Payment will be done as per the terms and conditions of this EoI and the provisions of the Agreement.
- 2.1.9 The Bidder shall deposit a **Performance Security of ₹ 7.5 lakhs (Rupees Seven lakhs fifty thousand only)** in accordance with the provisions of this EoI.
- 2.1.10 The validity period of the Performance Security shall be for the period of the contract plus three months.
- 2.1.11 The Bidder should submit a Power of Attorney as per the format at **Appendix–III**, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.12 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.13 The Bid and all communications in relation to or concerning the Bidding Documents

and the Bid shall be in English language.

- 2.1.14 The documents including this EoI and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.15 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise.
- 2.1.16 A Bidder shall be liable for disqualification and forfeiture of **Earnest Money Deposit** if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LoA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Bidder, as the case may be, after issue of the LoA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the **Earnest Money Deposit** or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LoA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.17 **To avoid the conflict of interest, the selected bidder shall provide an undertaking that they shall not run a parallel facility with the same/competing sequencing and genotyping platforms/services within India, and shall not send samples abroad for the same services. The authority shall be empowered to access the facts at any time.**
- 2.1.18 The projects in the Facility will be taken up on the basis of technical accommodations. However, in exigencies if situation warrants, projects of national priority will be given preference.
- 2.1.19 This EoI is not transferable

2.1.20 **With respect to the revenue offered by Bidder**, it shall, –

- Specify the day from which the payment of revenue shall commence at following terms
- Transparency should be maintained regarding the number of samples processed and total revenue generated
- Revenue to be shared with the BRIC-NIPGR at a minimum 10% of the total invoice value of work executed or INR Rs. 40 lakh (Rupees Forty lakh only) per year, whichever is higher.
- In addition to a percentage of revenue, the selected bidder shall pay a fixed space charge of INR One Lakh (Rs. 1,00,000/- only) per month from the day of signing the agreement.
- The successful bidder shall pay an electricity charge per month based on consumption.
- All charges and the percentage of revenue sharing shall be reviewed every year.

2.1.21 Any award of work pursuant to this EoI shall be subject to the terms of Bidding Documents.

2.2 **Scope of Work**

BRIC-NIPGR shall provide the infrastructure such as space, equipment platforms, accessory equipment, minor equipment, computational facility & internet connectivity (any further requirements beyond the existing facilities shall be at the cost of the service provider), besides meeting expenditure on the AMC and CMC of the platforms. The service provider shall be responsible for Operation and maintenance of the genomics and genotyping technology platforms (including computational) in the form of installed and operational technology platforms at the Facility, bringing business and running the facility, maintain necessary records/accounts, provide experienced manpower and consumables to run the facility, upkeep of the platforms, sample collection and transportation, generate, analyse and deliver the data/results timely to the stakeholders, and suggestions for the updates of Platform. The service provider should also assist NIPGR to conduct workshops. Service providers should have adequate competence and experience in dealing with diverse sequencing and genotyping services and applications including genome/ transcriptome sequencing and genotyping, etc. for smooth running and functioning of the enlisted platforms (**Annexure I**). NGGF will be governed by BRIC-NIPGR under the guidance of Executive Committee and will have two units a) BRIC-NIPGR b) Private Service Provider.

a) Role of BRIC-NIPGR

- Director, BRIC-NIPGR will be the overall in-charge of the NGGF facility. The BRIC-NIPGR will supervise the activities of NGGF and may audit samples as well as instrumentation in order to ensure efficient and timely service to the clients.
- BRIC-NIPGR shall also have an advisory role, provide knowledge resources, and monitoring in improving the delivery of an intended genomics and genotypic services, if and whenever needed. Both parties should be able to benefit by the

collaboration while being accountable for the above-mentioned objective.

- Under special circumstances, BRIC-NIPGR can also accept orders and transfer those to the service provider.
- BRIC-NIPGR can also purchase consumables, if and when needed, and charge as per actuals.
- To increase the use of the facility, the platforms can also be used on charge basis. BRIC-NIPGR shall decide the charges of the specific platform in consultation with the service provider and allow the platforms to be used on chargeable basis.
- BRIC-NIPGR may conduct HRD training workshop at NGGF with the support from service provider upon prior notice.

b) Role of the Private Service Provider:

- Only one private service provider/bidder should run the entire sequencing and genotyping platforms installed at the NGGF.
- The selected service providers should run the platforms in a cost-efficient manner so that the facility can accelerate national genomics-assisted basic and translational research with optimal use of resources.
- Service providers should be efficient to participate and take-up as well as deliver all these said genotyping and sequencing services (**Annexure III**) under public private partnership (PPP) model with an aim of long-term self-sustainability of the Facility within a specified period of time.
- Service providers should be able to collect samples/tissues as well as DNA/RNA samples, etc. from the clients all over India whenever needed within defined time period.
- All wet laboratory experiments and computational analyses required for genotyping and sequencing services shall be conducted by the service provider.
- Service providers should have adequate competence and research experience for high- throughput isolation and quality assessment of DNA/RNA from samples/tissues, etc. with expense of minimal cost, time and resources using the automated DNA isolation platform equipped in the NGGF. It will be their duty to keep the facility in fully functional state.
- Service providers shall appoint highly-skilled and well-motivated competent personnel with sufficient desirable research experience in handling and running each of the said sequencing and genotyping platforms installed in the NGGF routinely. The number of personnel to be deployed shall add a qualitative value to the bidder.
- Service provider shall deliver quality-ensured raw sequencing and genotyping data for each of the aforesaid services to the clients in a stipulated time period. Service provider will generate the report of all work done. BRIC-NIPGR may monitor the quality of the data.
- Service provider shall have a strong commitment along with BRIC-NIPGR to complete and deliver proposed outputs related to sequencing and genotyping services for a specified project within a defined timeline.
- Service provider shall be responsible for maintaining confidentiality of the samples and data.
- IPR of the data shall be retained by the client.

- Service providers shall follow the biosafety guidelines for the samples.
- Service provider shall assist in the trainings and workshops conducted at NGGF under the guidance of BRIC-NIPGR with prior notice.

2.2.1 Generating Business:

- Service provider should be efficient and capable of running the NGGF by bringing business pertaining to genotyping and sequencing services through tender and competitive budgetary quotations from clients.
- To generate business, service provider may use website information, marketing, advertising or other promotional material approved by the BRIC-NIPGR.
- Service Provider shall be completely responsible for full compliance of statutory obligations including timely deposit of GST, TDS, filing of Return etc. The BRIC-NIPGR will not be responsible for any Statutory/Legal/Financial obligations in this regard.
- The vendor shall maintain Books of Account separately for the NGGF activities and submit the same for audit verification as and when required.

2.2.2 Obligations

- Selected bidder shall perform the specified tasks and provide the deliverables in conformity with the stated time schedule.
- Selected bidder will perform services and carry out its obligations with due diligence, efficiency, and economy and in accordance with generally accepted professional techniques and practices.
- Personnel of selected bidder should strictly adhere to terms and conditions of the **Non-Disclosure Agreement**.
- The service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages Act, Provident Fund Act, Employees State Insurance Act, Payment of wages Act, Shop & Establishment Act, Payment of Bonus Act, Gratuity Act etc. in respect of the persons deployed at NGGF. The personnel deployed by the service provider shall be their employees and it shall be the duty of the service provider to pay their wages/remuneration on time. There is no administrative/financial/legal/employment-related relationship between BRIC-NIPGR and the personnel deployed by the service provider; and further, the deployed personnel of the service provider shall not claim any absorption at BRIC-NIPGR.
- The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered at the Institute, to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- In case, the service provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof Institute is put to any loss/obligation, monetary or otherwise, BRIC-NIPGR will be entitled to get it reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- Service provider shall be solely responsible for any discrepancy that arises related to copyrights, patents or any legal issues related to technologies.
- Service provider and its personnel should adhere to the highest standard of ethics

and should not engage in any corrupt, fraudulent, coercive, undesirable or restrictive practices and should not engage any personnel having such background.

- The service provider must not have been blacklisted/have any dispute with any of the Govt. Departments/Institutions, etc. during last three years.

2.2.3 Liabilities

- In case of technical failure of the platform or experiment, the service provider will be solely responsible in respect of items carried out by them and will be solely responsible for any damage or loss of data and for the loss incurred.
- It will be the responsibility of the service provider to keep the facility in fully functional state and hand over the platform to the Institute, upon completion of the contract, on 'As it stands on handover' basis.
- If in future if the selected bidder forms a partnership or merges with any other company in future, then also it must continue to provide services to NGGF as per the said terms of this agreement.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in ownership, it shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site,

handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

2.5.2.1 made a complete and careful examination of the Bidding Documents;

2.5.2.2 received all relevant information requested from the Authority;

2.5.2.3 accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in **Clause 2.5.1** above;

2.5.2.4 satisfied itself about all matters, things and information including matters referred to in **Clause 2.5.1** hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

2.5.2.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in **Clause 2.5.1** hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Bidder;

2.5.2.6 acknowledged that it does not have a Conflict of Interest; and

2.5.2.7 agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to EoI, Request for Quotation (RFQ), the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 **Verification and Disqualification**

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the EoI or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there-under.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a) BRIC-NIPGR has an administrative/financial/legal conflict with the bidder, or
- b) at any time, a material misrepresentation is made or uncovered, or
- c) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Draft thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LoA or entering into of the Agreement, and if the Selected Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

B Documents

2.7 Clarifications

- 2.7.1 Bidders requiring any clarification on the EoI may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with **Clause 1.2.6**. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in **Clause 1.3**. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.7.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.7.3 The Authority may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8 Amendment of EoI

- 2.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the EoI by the issuance of Addenda.

- 2.8.2 Any Addendum issued hereunder will be in writing and shall be published on the website of the Institute.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.9 Format and Signing of Bid

- 2.9.1 The Bidder shall provide all the information sought under this EoI. The Authority will evaluate only those Bids that are received, in the manner as prescribed and in the required formats and complete in all respects.
- 2.9.2 The Bid should be duly signed by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the person(s) signing the Bid.

2.10 Submission of Bids

The Bidder shall submit the Bid in the format specified at **Appendix-I**.

2.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.12 Correspondence with the Bidder

Save and except as provided in this EoI, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.13 Instructions for Online Bid Submission

- a) The tender documents are available on our website www.nipgr.ac.in & www.eprocure.gov.in and same can be downloaded.
- b) Tender documents may be downloaded from ITPO's website www.nipgr.ac.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
- c) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Agencies are advised to follow the instructions provided in the 'Instructions to the Tenderer for the submission of the bids online through the Central Public Procurement Portal for eProcurement at

<https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 15:00 hours on the Bid Due Date, as specified in **Clause 1.3**.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out before.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4 The agencies may be required to make a presentation, if required, to a selection committee show-casing their proposals.

APPENDIX-I
Letter comprising the Bid
(Refer Clauses 2.1.7 and 2.10)

Dated:

To,

.....
.....
.....

Sub: Bid for theProject

Dear Sir,

With reference to your EoI document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.15 and 2.1.16 of the EoI document; and

- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.2.2 of the EoI document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EoI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the EoI for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the EoI document.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the EoI at Appendix-IV thereof.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who

shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Bidder; and (ii) 5% (five per cent) of the Total Project Cost specified in the Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of Change in Ownership.

17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the EoI.
18. I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
19. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
20. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Agreement.
21. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
22. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
23. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Draft.
24. The documents accompanying the Bid, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Draft is not awarded to me/us or our Bid is not opened or rejected.
26. The Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the EoI, Agreement, our own estimates of costs and after a careful

assessment of the services and all the conditions that may affect the project cost and implementation of the Project.

27. I/ We agree and undertake to abide by all the terms and conditions of the EoI document.
28. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Bidder under the Agreement till occurrence of Financial Close in accordance with the Agreement.
29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the EoI.
30. I/ We hereby submit the Bid (As per Appendix – I) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement:

.....% of the total invoice value of the work executed, as revenue shearing with NIPGR (Minimum 10% of the total invoice value of work executed)

In witness thereof, I/we submit this Bid under and in accordance with the terms of the EoI document.

Date: Yours faithfully,
(Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

APPENDIX–II

Bank Guarantee for Security Deposit

B.G. No.

Dated:

In consideration of you,, having its office at....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on [DFOT] basis (hereinafter referred to as “the Project”) pursuant to the EoI Document dated issued in respect of the Project and other related documents including without limitation the draft agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clauses of the EoI Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the EoI Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only). \
3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the

Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupeescrore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

APPENDIX–III

Power of Attorney for signing of Bid

(Refer Clause 2.1.11)

Know all men by these presents, We,.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our firm and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the

..... Project proposed or being developed by the (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address) Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the
Attorney)

Notes:

- ③ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ③ *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ③ *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex New
Delhi. Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EoI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EoI). The bidders shall be required to provide with their EoI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EoI.

sd/-

(A.K. Tewari) Under Secretary to the Government
of India

Annexure-I

Detailed List of Equipments Installed at NGGF

Next-Generation Sequencing (NGS)-based SNP Genotyping Platforms (Illumina NovaSeq & NextSeq)				
– Installed on 03-08-2021 (Warranty of 5 years)				
S.No.	INSTRUMENT NAME	MODEL	MAKE	QTY.
1.	Nova Seq 6000	Nova Seq 6000	Illumina	1
2.	Next Seq 550	Next Seq 550	Illumina	1
3.	Covaris Focused Ultrasonicator ME220 with accessories	ME220	Covaris	1
4.	Fragment Analyzer 5200 with accessories	5200	Agilent	1
5.	Qubit 4 Fluorometer with accessories	Qubit4	Invitrogen	1
6.	Refrigerator -20°C	BFS345S	Vestfrost	4
7.	Refrigerator 4°C	FKG371	Vestfrost	4
8.	Automated DNA Isolation-Chemagic 360	CHEMAGIC360	Perkin Elmer	1
9.	DNA-RNA Electrophoresis System with Power Pac	Subcell GT	Bio-RAD	1
10.	Spectrophotometer-Nano Drop 8000	Nano Drop8000	Thermo	1
11.	Ice Flaking Machine 20KG	F80C	Icematic	1
12.	Molecular grade water purifier unit	Milliq Direct8	Millipore	2
13.	ThermoMixer	Thermomixer C	Eppendorf	1
14.	Auto Pipette to handle 0.5ul to 5ml	Researchplus	Eppendorf	60
15.	8-Channel Auto Pipette 30ul-300ul, 12-Channel Auto Pipette 0.5ul-10ul	Research plus	Eppendorf	10+10
16.	Server	Lenovo	Lenovo	1
17.	Workstation for data analysis	Dell	Dell	5
18.	UPS 20 KVA, UPS 5 KVA	3q/1q	Uniline	2+2
19.	Gel Doc EZ Imaging system	170-8275	Bio-RAD	1
20.	Tissue Lyser II	85300	Qiagen	1
21.	Veriti 96 Well Thermal Cycler	4375786	Thermo Scientific	2
22.	CFX 96 Real-Time System	CFX06	Bio-RAD	1
23.	Benchtop refrigerated Centrifuge with swing out rotor and Microcentrifuge rotor	5910R	Eppendorf	1
24.	Refrigerated high speed benchtop Centrifuge	5430R	Eppendorf	1
25.	Ac (5 numbers)	2 ton	Daikin	5
Fluorescent dye-labelled SNP Genotyping Platforms (LGC Array Tape & KASP)				
Installed on 09-06- 2020 (Warranty of 5 years)				
S.NO.	INSTRUMENT	MODEL	MAKE	QTY.
26.	Handheld Scanner	Honeywell	Honeywell	2
27.	Barcode Printer	Zebra@ R1 10Xi4'* RFID Printer/Encoder GC420T	Zebra	2
28.	Bead Beater	1600 MiniG-SPEXSAMPLEPREP	Ultra Inst.	2
29.	Tissue Lyser	Tissue Lyser II-Bead mill,100–20/220–240V,50/60 Hz	Qiagen	2
30.	Freeze Dryer	Alpha 1-4 LSC Basic	Martin Christ	1
31.	Corn Grinder	2010 Geno Grinder	Ultra Inst.	2
32.	Refrigerated High Speed bench Top Centrifuge	Thermo Scientific™ Sorvall™ ST 8 R	Thermo Scientific	2
33.	Precision Balance	MS205DU Electronic Balance	Mettler	1
34.	Analytical Balance	ML204 T Electronic Balance	Mettler	1

35.	Ph and conductivity meter	Seven Compact™ Duo S213	Mettler	1
36.	Water Purification system	LABOSTAR PRO TWF UV	Inexus	2
37.	Water Bath system (19Litre)	Precision CIR 19	Thermo Scientific	2
38.	Water Bath (4.5 Litre)	Precision GP 05	Thermo Scientific	2
39.	Oktopure	Oktopure	LGC	1
40.	DNA Quantification and AC Analysis	Lunatic	Unchain	1
41.	Monochromator Plate Reader	Infinite M200Pro	Tecan	1
42.	Mini Horizontal Gel Electrophoresis Unit	Mini Sub-Cell® GT Horizontal Gel Electrophoresis	Biorad	2
43.	Maxi Horizontal Gel Electrophoresis Unit	Sub-Cell® GT Horizontal Gel Electrophoresis Systems	Biorad	2
44.	Electrophoresis Power Supply	Powerpac Basic Power Supply	Biorad	4
45.	Gel Documentation	Gel Doc EZ System	Biorad	2
46.	Microplate Mixer	Microplate Mixer	Thermo Scientific	2
47.	Refrigerator (-80 Deg C)	FDE60086FV	Thermo Scientific	2
48.	Refrigerator (-30 Deg C)	TSX2330FV	Thermo Scientific	4
49.	Refrigerator (4 Deg C)	ECG 625D	Elanpro	2
50.	Replikator DNA Plate Preparation	Replikator	LGC	1
51.	Liquid Dispensing System	Meridian**	LGC	1
52.	Automated Heat and laser sealers	Fusion (Laser)	LGC	1
53.	Automated Heat and laser sealers	Cube (Heat)	LGC	1
54.	Handheld Scanner	LGC	LGC	1
55.	Hydrocycler	Hydrocycler	LGC	2
56.	Real Time PCR System	Quantstudio 7 - Applied Biosystems	Thermo Scientific	2
57.	Drying Oven	LGC	LGC	2
58.	Integrated Fluorescence Detection Unit	Phera Star	BMG	1
59.	integrated Inline liquid handling, array processing and analytical system	Intellicube	LGC	1
60.	Manual Single channel pipette	Finnpipette F1/Research Plus	Thermo Scientific/ Eppendorf	36
61.	Pipette stand	Finnpipette Stands(5) and Pipette stands MCP(5)	Thermo Scientific	10
62.	Manual Multi channel pipette	Finnpipette F1/Research Plus	Thermo Scientific/ Eppendorf	24
63.	Automated Multi channel pipette	Novus/E1-ClipTip	Thermo Scientific/ Rainin	24
64.	AC (4 Ton)	-	Bluestar	4
Array-based SNP Genotyping Platforms (Affymetrix Gene Titan) Installed on 16-10-2020 (Warranty of 5 years)				
S.NO.	INSTRUMENT	MODEL	MAKE	QTY.
65.	High Throughput Microarray System Model GeneTitan MC	96F, GeneTitan MC (Scanner, GeneTitan MC)	Life Technologies Holdings Pte Ltd	1
66.	Automated Chip Prep Module System for Genotyping.	Mass Array Analyzer 4 Automated Chip Prep. Module	Agena Biosciences, USA	1
67.	Automated Benchtop Nucleic Acid Extraction System.	Chemagic 360	Perkin Elmer, USA	1

68.	Digital Absolute Quantification System	NCounter SPRINT™ Profiler	NanoString Technologies, USA	1
69.	Data Analysis Software with 5 years multi user License (Make: Golden Helix Inc)	-	Golden Helix Inc	1
70.	Data Analysis Workstation.	Precision 7920 tower	Dell	1
71.	Hybridization Oven	GeneChip HybOven645 154798	Thermo Fisher Scientific	2
72.	PIPETMAN L 4-Pipette Kit	-	Gilson S.A.S, France	2
73.	PIPETMAN L 8x10 (0.5 ul-10ul)	-	Gilson S.A.S, France	2

74.	PIPETMAN L 8x200 (20 ul-200 ul)	-	Gilson S.A.S, France	2
75.	Branded 20 KVA online UPS with 1 hour back up	-	Uniline	1
76.	Air Compressor 220V / 50HZ	-	Gene Titan Compatible	1
77.	Refrigerated Plate Centrifuge Fixed-angle rotor FA-45-48-11 Rotor A-2-MTP	Centrifuge 5430R	Eppendorf	1
78.	Laminar Hood	-	Scientific Systems	1
79.	Fluorometer Qubit 4 Quantification Starter kit, with Wifi 1 Kit	Qubit4™	ThermoFisher Scientific	1
80.	T-Advanced Thermal Cycler 96 G (Gradient)	846-X-070-280	Biometra, Germany (An Analytik Jena Company)	2
81.	Microvolume UV-Vis Spectrophotometer System	DS-II Spectrophotometer	DenovixInc, USA	1
82.	Dehumidifier	Aquaria Thermo22	Olympia Splendid	1
83.	Magnetic Stand 96 well	-	Thermo Fisher Scientific	1
84.	Tissue Lyser-II with accessories	Bead mill, 100-120/220-240 V, 50/60 Hz	Qiagen	1
85.	Vortex Mixer 230/40 UK/CE Plug	220V-240v/ 44w	Heathrow Scientific	1
86.	TSX Series high-performance auto defrost -30o	Freezer s 827L TSX30 30FV	Thermo Fisher Scientific	4
87.	Thermo Revco Series -80Freezer, 816L	816L RDE60 086FV	Thermo Fisher Scientific	2
88.	Stainless Steel Interior	-	-	2
89.	Air Conditioners	4TON	Blue Star	4

Platform 4: High-throughput Liquid Handling Platform (Beckman Coulter BioMek i7) with accessories for automated nucleic acid extraction and NGS library preparation.

Platform 5: Computational Facility for High performance computing (HPC) and High-capacity data storage along with Computational Genomics Software's to expedite the downstream genotyping and sequencing data analysis.

Score Sheet for Overall Evaluation of Bid (Max. 50)

1. Technical Bid

Parameters of Evaluation	Marks (Max. 20)
1. Skilled Manpower to be deployed (More than 1 year of experience supported by relevant document)	
<i>a. Less than 5</i>	Not eligible
<i>b. 5-7</i>	2
<i>c. 8-10</i>	4
<i>d. More than 10</i>	6
2. Relevant Experience of the Service Provider	
<i>a. Less than 5 years (Min. 3 years required)</i>	1
<i>b. 5 to 7 years</i>	2
<i>c. More than 7 years</i>	3
3. Overall Company Turnover (In last 3 years)	
<i>a. Up to 1.5 crores</i>	2
<i>b. Above 1.5 crores</i>	4
4. Government R&D Organization Served (Work orders to be produced)	
<i>a. Up to 20</i>	1
<i>b. More than 20</i>	2
5. Performance (Recommendation with certificate of satisfaction from Government R&D clients)	
<i>a. 10-15</i>	2
<i>b. 16-20</i>	4
<i>c. More than 20</i>	5

2. Price Bid

Parameters of Evaluation	Marks (Max. 30)
1. % Revenue to be shared with BRIC-NIPGR	
<i>a. less than 10%</i>	Not eligible
<i>b. 10.00-10.24%</i>	2
<i>c. 10.25-10.49%</i>	4
<i>d. 10.50-10.74%</i>	6
<i>e. 10.75-10.99%</i>	8
<i>f. 11.00-11.24%</i>	10
<i>g. 11.25-11.49%</i>	12
<i>h. 11.50-11.74%</i>	14
<i>i. 11.75-11.99%</i>	16
<i>j. $\geq 12\%$</i>	18
2. Minimum Guarantee of Revenue to be shared with BRIC-NIPGR (annually)	
<i>a. less than 40 lakhs</i>	Not eligible
<i>b. 40-45 lakhs</i>	6
<i>c. More than 45 lakhs - 50 lakhs</i>	9
<i>d. More than 50 lakhs</i>	12

Annexure-III

Illustrative List of Services to be Offered

Sl. No.	Particulars
1.	Platform 1: Fluorescent dye-labelled SNP genotyping platforms (LGC Array Tape/KASP) with Real time PCR KASP Marker Development (KBD) Custom design KASP (upto 24 SNP & 1000 sample) Custom design KASP (upto 95 SNP & 2000 sample)
2.	Platform 2: Array-based SNP genotyping platforms Axiom Cotton Genotyping Array(35K)-96 Samples Axiom Maize Genotyping Array(600K)- 96 Sample Axiom Maize 6H Genotyping Array (60K)-96 & 384 Samples Axiom Peanut Genotyping Array (40K) - 96 & 384 Samples Axiom Rice Genotyping Array(50K) - 96 Samples Axiom Soybean Genotyping Array(180K)- 96 Samples Axiom Tomato Genotyping Array(50K) - 96 Samples Axiom Breed Wheat Genotyping Array(35K) -96 & 384 Samples Axiom Genome-Wide BOS 1 Bovine Array Kit(640K)-96 Samples Axiom Bovine Genotyping v3 Array(63K) – 96 & 384 Samples Axiom Bovine 100K Array – 96 & 384 Samples Axiom Buffalo Genotyping Array(90K)- 96 Samples Axiom Goat Genotyping v2 Array(59K) – 96 & 384 Samples Axiom™ Asia Precision Medicine Research Array Kit (Human) – 24 Samples Axiom™ Precision Medicine Research Array Kit (Human)- 96 Samples
3.	Platform 3: NGS-based sequencing and genotyping platforms (A) Novaseq_6000 Whole Genome Seq. 1. 2x150 bp (200 Gb) 2. 2x150 bp (3000 Gb) 3. 2x250 bp (400 Gb) (B) Novaseq_6000 Library Prep. 1. 2x150bp 2. 2x250bp (C) Next Seq_550, Whole Genome Seq. 1. 2x150 bp (120 Gb) 2. 2x75 bp (60 Gb) 3. 2x150 bp (32 Gb) 4. 2x75 bp (16 Gb) (D) Next Seq _550, Library Prep. 1. 2x150bp: 2. 2x75bp: (E) DNA PCR free Library Prep: (F) DNA library prep: (G) Exome Sequencing (100X): (H) Chip Sequencing with 5Gb Data Per Sample 2x150bp PE Sequencing:

	<p>(I) Methylation/Bisulphite Sequencing on Illumina NovaSeq_6000/NextSeq_550 (100X):</p> <p>(J) ddRAD Sequencing on Illumina NovaSeq_6000/NextSeq_550 for 96 Sample:</p> <p>(K) Genome Resequencing (10GB data/ sample):</p> <p>(L) DNA Extraction:</p> <p>(M) RNA Extraction:</p> <p>(N) Small RNA extraction:</p> <p>(O) Small RNA Library Preparation:</p> <p>(P) Total RNA Library Preparation:</p> <p>(Q) Denovo Transcriptome Sequencing 8 Gb Data/Sample-80 million Reads-2X150bp PE:</p> <p>(R) Small RNA Sequencing -1x75bp, 15-20 million reads</p> <p>(S) Stranded mRNA library Prep:</p>
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Note: 1. The above list is not exhaustive. The Agencies are free to add other related services, if any.
2. Separate rates to be indicated for each item. 3. Rates may vary with the volume of work.