



NATIONAL INSTITUTE OF PLANT GENOME RESEARCH
(An Autonomous Research Institution of Department of Biotechnology,
Ministry of Science and Technology, Govt. of India)
Aruna Asaf Ali Marg, New Delhi-110067

EXPRESSION OF INTEREST (EoI)
Tender No. NGGF/NIPGR/S&P/2021-22

FOR OPERATION AND MAINTENANCE OF
NATIONAL GENOMICS AND GENOTYPING FACILITY (NGGF)

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Invitation for Expression of Interest (EoI) For Operation and Maintenance of National Genomics and Genotyping Facility, established by the Department of Biotechnology, Ministry of Science and Technology, Government of India at National Institute of Plant Genome Research, New Delhi.

On behalf of Director NIPGR, New Delhi, online proposals, Expression of Interest (EoI), are hereby invited from interested agencies for undertaking the work related to **Running and Maintenance 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 bid document and detailed specifications can be obtained from the NIPGR office, during office hours against nonrefundable cash payment of ₹ 2,000.00 (Rupees Two thousand only) from 17/03/2022 to 18/04/2022 upto 15.00 hrs. The tender document is also available online and can be downloaded free of cost from the CPP Portal <https://eprocure.gov.in/eprocure/app> and our website: www.nipgr.ac.in.

Place for submission /
opening tender document:

NIPGR,
Aruna Asaf Ali Marg,
New Delhi-110067

Last date & time for sale of Tender Documents: 18/04/2022 up to 12:00 hrs.

Date & Time of Pre-Bid meeting: 01/04/2022 at 11.00 hrs.

Last date and Time of submission of Tender: 18/04/2022 up to 15.00 hrs.

Date & Time of opening of Technical Bid: 19/04/2022 at 15:00 hrs.

Disclaimer

All information contained in this EoI document provided/clarified is in the 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), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its 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 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-wide SNP and informative sequence-based markers/SNP chip are the prerequisite for accelerating genomics-assisted breeding applications and genetic enhancement of crops. Crop Improvement institutions in country have phenotypically well-characterized germplasm and genetic resources. Despite having genetic resources, they lack in infrastructure i.e. well-equipped next-generation sequencing and genotyping laboratory facilities. There is also a huge dearth in availability of trained scientists/manpower and professional guidance/consultancy who can help in developing experimental strategies and aid in data analysis based on the needs of the user. Apart from this, these facilities are scattered and access to all the stake-holders to these scattered facilities is limited.

Challenges as outlined above are detrimental to genomics-assisted breeding and genetic improvement of crops. In order to provide farmers with improved varieties the genomics assisted breeding needs to be fast tracked in the country. Establishment of a centralised genotyping facility with trained manpower is a need of the hour to develop varieties at faster pace. In order to full fill this gap, Department of Biotechnology is establishing NGGF (National Genomics and Genotyping Facility), anchored at National Institute of Plant Genome Research, New Delhi (NIPGR).

As part of this endeavour, the Authority has decided to undertake development, operation and maintenance of the National Genomics and Genotyping Facility (the “**Project**”) through Public Private Partnership (the “**PPP**”) on [Design, Finance, Operate and Transfer (the “**DFOT**”)] basis, and has, therefore, decided to carry out the bidding process for selection of a private entity 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**”), shall be responsible for [designing,] engineering, operation and maintenance of the Project. It will be under and in accordance with the provisions of a long term Draft agreement (the “**Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include operation and maintenance of Genotyping and Genomics Facility, upgradation and widening of the existing facility to updated standards with inclusion of new genotyping or genomics platforms and the management, thereof. The Facility is anchored at NIPGR, New Delhi. The Facility shall serve as state of art service and nodal centre for genomic, genotyping and fingerprinting services. Facility will be as a service facility, which will provide genotyping services and consultancy to wide range of beneficiaries/stakeholders. Major beneficiaries are Indian public and private research and breeding institutes. Facility will strengthen Indian researchers by not only training them in genomics -assisted and other

state of art technologies. Detailed aims, objectives and scope of the facility is at Appendix - VI.

- 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.
- 1.1.4 The brief objective of the Project has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Agreement sets forth the detailed terms and conditions for revenue sharing to the Bidder, including the scope of the services and obligations.
- 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 bids will be allotted Technical (quality) and Financial weightage in the ratio of 60 : 40 respectively. The first stage (the "**Qualification Stage**") of the process involved pre-qualification of interested parties/Consortia in accordance with the provisions of the EoI. The bids will be accepted of those parties/Consortia having relevant experience of minimum of five years in handling large-scale samples for high-throughput genotyping and next-generation sequencing services with work experience of serving Government and Private Research Organizations in the last three years ending December 31, 2021. The tenderer should have at least completed/have either three contracts of similar services of annual value not less than 160 lakhs, or two contracts of similar

services of annual value not less than 200 lakhs, or one contract of similar services on annual value of 320 lakhs, in the last three years ending December 31, 2021, satisfactorily with Government/Public Sector Undertaking/Autonomous Institutions. A Certificate of Performance should be enclosed duly indicating the period/scope of contract and the certificate may be supported Acknowledgements/Publications/3 recent Recommendation (satisfactory certificate) by scientists. The tenderer should have an in-house facility of genotyping and sequencing platforms. Further, the tenderer should have a minimum annual turnover of 400 lakhs for any of the three platforms in each of the last three years ending March 31, 2021. The bids will be evaluated on technical parameters and given scores (Annexure 1). The Competent Authority may consider additional parameters in order to facilitate selection of the vendor. Only those bids that have achieved at least qualifying score in technical parameters are 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**”. The vendors must ensure that the prices being quoted to clients are competitive and aligned with the prevailing market rates in order to ensure maximum business.

- 1.2.2 In the Bid, the aforesaid Applicants, shall include their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). 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 An Agreement for the Project which will be executed with the selected Bidder(s). Subject to the provisions of Clause 2.1.4, the said Agreement and any addenda issued subsequent to this EoI Document, will be deemed to form part of the Bidding Document.
- 1.2.4 The Bidder is required to submit the **Earnest Money Deposit** favouring “**Director**” **NIPGR, New Delhi** in the form of Demand Draft or Bank Guarantee issued by any Commercial Bank amounting to Rs. 8,00,000/- along with technical bid. The Bid shall be summarily rejected if it is not accompanied by the **Earnest Money Deposit**.
- 1.2.5 In this EoI, the term “**Selected Bidder**” shall mean the Bidder who has obtained the highest total combined score in evaluation of quality and cost for operations for Technology Platforms and has offered percentage of revenue sharing. Other terms are pre-determined, as indicated in the Agreement. Subject to the provisions of Clause 2.1.15, the Project will be awarded to the Selected Bidder.
- 1.2.6 In case of revenue offered by Bidder, it shall, –
 - a) Specify the day from which the payment of revenue shall commence at following terms

- b) Transparency should be maintained regarding the number of samples processed and total revenue generated
- c) Revenue to be shared with the NGGF Facility, @ minimum 7.0% for the first 3 years (till full CMC cover) and subsequently of 5 % of the gross amount of total work order amount or minimum 50 lakhs per year, whichever is higher. The bidder sharing highest percent of the revenue will have the highest score (Annexure 1). (To be declared in price bid only).
- d) Moreover, as all the platforms are currently under 5 years warranty, the vendor will share minimum 7% of the gross value till the validity of the warranty period.

1.2.7 Generally, the Bidder who has obtained the maximum combined weighted 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.

1.2.8 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this EoI.

1.2.9 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 the officer designated in Clause 2.11.1 by the specified date. 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 endeavour to adhere to the following schedule:

| Event Description | Date |
|--------------------------------------------|---------------------------------------------------------|
| 1. Last date for receiving queries | [14 days from the date of EoI] |
| 2. Pre-Bid Conference-1 | [15 days from the date of EoI] |
| 3. Authority response to queries latest by | [21 days from the date of EoI] |
| 4. Bid Due Date | [To be specified] |
| 5. Opening of Bids | On Bid Due Date [at least 28 days from the date of EoI] |
| 6. Letter of Award (LoA) | Within 30 days of Bid Due Date |
| 7. Validity of Bids | 120 days of Bid Due Date |
| 8. 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 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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 hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.5 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 authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 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.
- 2.1.7 The Bidder shall deposit a Performance Security of ₹ 40 lakhs (Rupees Forty lakhs only) favouring “**Director**” NIPGR, New Delhi in the form of Demand Draft or Bank Guarantee issued by any Commercial Bank in accordance with the provisions of this EoI.
- 2.1.8 The validity period of the Performance Security shall be for the period of the contract plus three months.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–IV.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

- 2.1.13 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 2.1.13 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.
- 2.1.14 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.
- 2.1.15 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.
- 2.1.16 This EoI is not transferable.
- 2.1.17 Any award of Draft pursuant to this EoI shall be subject to the terms of Bidding Documents.
- 2.1.18 Under NGGF facility a Project Management Unit based at NIPGR, New Delhi, will be the management unit for this Public Private collaboration facility and is hiring services

form private partners to assist Breeders from Public as well as Private organization in using genomics-assisted breeding.

- 2.1.19 The Platform will be used by different Scientists from Public and Private organization(s) to support their research activities relevant to mandate of the facility as approved by executive committee, on case by case basis related to crop improvement.
- 2.1.20 The private partner as a bidder will establish technology platform(s) at NGGF and provide services for all the users (Parties are board of NGGF and private entities).
- 2.1.21 The projects in the Facility will be taken up on first cum first serve basis/as per time lines of Projects. However, in exigencies if situation warrants, DBT Projects will be given priority.
- 2.1.22 Selected private partner as a bidder will establish this (these) application and provide the entire SOP to SAC and PMU under these terms of reference.
- 2.1.23 **Scope of Work:** Operation and maintenance of the genomics technology platform in the form of Installed and operational technology platforms at Facility. Bringing business and running the facility, deliver the results timely to the stakeholders under supervision of PMU, and suggestions for the updates of Platform. Service providers should have adequate competence and long-term experience in dealing with diverse sequencing and genotyping services and applications including genome/ transcriptome sequencing and sequencing/array-based marker genotyping, etc. for smooth running and functioning of the below enlisted platforms (along with minor equipments), installed in the Facility.
 - High/medium/low-throughput next-generation sequencing (NGS)-based SNP genotyping platforms [Illumina Nova Seq (1 Qty), Illumina NextSeq (1 Qty)].
 - High/medium/low-throughput fluorescent dye-labelled SNP genotyping [LGC Array Tape (1 Qty) and KASP (Kompetitive Allele Specific PCR) assay (1 Qty)].
 - High-throughput Array-based SNP genotyping [Affymetrix Gene Titan Multi-Channel (MC) Instrument (1 Qty)].
 - a) The facility will analyse all samples permitted under the Biosafety guidelines.
 - b) Service providers should be able to collect samples/tissues as well as DNA/RNA samples, etc. from the clients all over India whenever essential within defined time period. All wet lab experiment for genotyping and sequencing will be conducted by the service provider with random monitoring by NGGF-PMU.
 - c) Service providers should have adequate competence and research experience for high-throughput isolation and quality assessment of DNA/RNA from plant samples/tissues, etc. with expense of minimal cost, time and resources using the automated DNA isolation platform equipped in the NGGF. Day to day operational cost such as reagents/consumables costs etc. required to run the service shall be borne by the service provider. It will be their duty to keep the facility in fully functional state.

- d) Service providers should 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 without any fail.
- e) Service provider should 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 that maybe randomly monitored by NGGF-PMU.
- f) Service provider should have strong commitment along with PMU to complete and deliver proposed outputs related to sequencing and genotyping services for a specified project within a defined timeline.
- g) Service providers should be efficient to participate and take-up as well as deliver all these said genotyping and sequencing services under public private partnership (PPP) model with an aim of long-term self-sustainability of the Facility within a specified period of time.
- h) Service providers should run the entire sequencing and genotyping platforms installed in the NGGF in a cost-efficient manner so that the facility can accelerate national genomics-assisted breeding efforts for crop improvement with optimal use of resources. Service provider will be responsible for maintenance and upgradation of the facility. At present all the platforms/Equipment are under warranty for next three years.

Service providers and PMU staff should have active participation on various national and international trainings/workshops and conferences on sequencing and genotyping strategies for strengthening the capacity building and human resource development proposed by PMU. Service provider is liable to assist in the trainings and workshops which will be conducted at NGGF under the guidance of PMU.

Generating Business:

- i) Service providers 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 representing multiple stake holders including DBT, ICAR Institutions, SAUs, Central Universities, State Universities, other Institutions in Biotechnology research, private institutions/companies using genomics platform, private genomics service provider companies, funding agencies (National and International), Ministry of Science and Technology, Ministry of Agriculture and Farmers Welfare, Ministry of Environment, and Forest and Climate change, etc. with proper consultation of project management unit (PMU).
- j) To generate business service provider can use website information, marketing, advertising or other promotional material which was endorsed by the PMU.
- k) The PMU staff will actively participate in advisory and consultancy activities for all the public/private clients, regarding the services.

- l) The PMU unit and Service Provider should conduct training programmes towards capacity building.
- n) The Service Provider will be responsible for issuance of Invoices for services provided with full compliance of statutory obligations including timely deposit of GST, TDS, filing of Return etc. The NGGF/NIPGR will not be responsible for any Statutory/Legal/Financial obligations in this regard.

2.1.24 Obligations:

Selected bidder will 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.

Sub-consultants and personnel of Selected bidder should strictly adhere to terms and conditions of the Non-Disclosure Agreement.

This agreement shall be governed by and enforced according to the laws of Delhi and shall be subject to the jurisdiction of courts, exercising competent jurisdiction and situated in Delhi.

Selected bidder shall be solely responsible for any discrepancy arises related to copyrights, patents or any legal issues abided to technologies.

Selected bidder and its personnel should adhere to the highest standard of ethics and should not engage in any corrupt, fraudulent, coercive, undesirable or restrictive practices.

2.1.25 Liabilities:

In case of technical failure of the platform or experiment, Selected Service provider will be solely responsible and will be liable to the loss incurred.

Day to day operational cost such as reagents/consumables costs etc. required to run the service shall be borne by the service provider. It will be their duty to keep the facility in fully functional state.

The service provider shall bear the cost of electricity, water, and other overhead and logistics charges.

Selected Bidder will be solely responsible to any damage or loss of data.

If in future if the Selected Bidder forms a partnership or merges with any other company, then it must continue to provide services to NGGF as per the said terms of this agreement.

2.2 Change in composition of the Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the

modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

(c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

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 of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing 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. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such there-under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

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 control of a Consortium Member or 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, the Bidder shall be deemed to have knowledge of the same and 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:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) 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;
- (d) 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 thereunder;
- (e) 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;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) 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, 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) at any time, a material misrepresentation is made or uncovered, or
 - (b) 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. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:
- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
 - (ii) 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 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.

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 1.2.9.

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 endeavour 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 endeavour 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 sent to all the Bidders.

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 initialled by the person(s) signing the Bid.

2.10 Submission of Bids

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

2.10.2 The documents accompanying the Bid shall include:

- (a) **Earnest Money Deposit** as specified in the EoI (to be furnished separately by post/in person);
- (b) Complete financial/technical profile of the company including similar projects undertaken/being conducted with documentary evidence;
- (c) Power of Attorney for signing of Bid in the format at Appendix - III;

- (d) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix - IV; and
 - (e) A copy of the Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
- 2.10.3 Bids submitted by fax, telex, telegram, e-mail or post shall not be entertained and shall be rejected.
- 2.11 Bid Due Date**
- 2.11.1 Bids should be submitted before in the manner and form as detailed in this EoI.
- 2.11.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.
- 2.12 Late Bids**
- Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.13 Contents of the Bid**
- 2.13.1 The Bid shall be furnished in the format at Appendix - I and shall consist of a quotation by the Bidder. The Bidder shall specify (in Indian Rupees) to undertake the Project in accordance with this EoI and the provisions of the Agreement.
- 2.13.2 Generally, the Project will be awarded to the Selected Bidder.
- 2.13.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this EoI.
- 2.13.4 The proposed Agreement shall be deemed to be part of the Bid.
- 2.14 Modifications/ Substitution/ Withdrawal of Bids**
- 2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2 The modification, substitution or withdrawal notice shall be furnished in accordance with Clause 2.11.
- 2.14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 2.15 Rejection of Bids**
- 2.15.1 Notwithstanding anything contained in this EoI, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 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.

2.18 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.

2.19 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.
- d) Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- e) The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

- f) Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.
- g) The tender shall be signed and submitted online in two parts, viz., Technical bid and Financial bid. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- h) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- i) More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- c) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the Tender Fee and enter details of the instrument.
- d) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided (as per Appendix - I) and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

3.EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 1130 hours on the Bid Due Date, as specified in Clause 2.11.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 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.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this EoI. A Bid shall be considered responsive if:
- (a) it is received as per the format at Appendix - I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed and marked as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this EoI and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who has the highest points based on combined weighted score for technical and financials, shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2 In the event that two or more Bidders have same score (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.3 In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Selected Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Selected Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Selected Bidder in the second round of bidding, then the Bidder whose Bid is better as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.
- 3.3.4 In the event that no Bidder offers to match the Selected Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Selected Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid

Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are better than the Bid of the second bidder in the first round of bidding.

- 3.3.5 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.
- 3.3.6 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.5 Bid Parameter

- 3.5.1 The Bid shall comprise a Technology Cost and its operation Cost, as the case may be, to be quoted by the Bidder in accordance with the provisions of the EoI. The Bidder who has the highest points based on combined weighted score for technical and financials, inclusive of technology platform and its operation shall ordinarily be the Selected Bidder.
- 3.5.2 The Bid shall comprise a revenue model and amount to be paid to PMU in terms of a percentage of the Total Revenue, which shall commence from COD, but shall be subject to the maximum permissible percentage specified in the Agreement.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Bidder, as the case may be, if it determines that the Bidder or Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice in the Bidding Process. In such an event, 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.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Agreement, or otherwise if a Bidder as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or EoI issued by the Authority during a period of 3 (three) years from the date such Bidder as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this EoI, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights

and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX-I

Letter comprising the Bid
(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

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

Sub: Bid for the Project

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 2.1.14 and 2.1.15 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 4.3 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, in accordance with Clause 2.16 of the EoI document.
 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-V 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, as specified in Clause 2.11.1 of the EoI, 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 Annexure – I) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement:

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

Yours faithfully,

Date: (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 (Rupees crore 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 2.1.9)

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 Consortium 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

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the (the “Authority”) has invited bids from pre-qualified and short-listed parties for the Project(the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s.

....., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Draft/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND 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 Appendix - IV by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium) Witnesses:

- 1.
- 2.

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-V

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

APPENDIX-VI
Project Specific Information

1. Aim and Objectives of NGGF:

Overall Aim, Objectives of National Genomics and Genotyping Facility (NGGF) are:

Aim: Accelerate development of improved varieties for farmers using genomics-assisted breeding.

Objectives:

- a. To provide access to new and improved genomic tools to breeders in public and private sector for fast tracking varietal development.
- b. To provide consultancy to Plant Breeders and Plant Bio-technologists by providing advice on appropriate technologies to be chosen, study design, data analysis and bioinformatics that enables and improves the quality of the research and product development.
- c. To provide hands on training to stakeholder(s) in the field of marker deployment.
- d. Protection of intellectual assets generated.
- e. To provide new technologies to crop improvement community in the public and private funded research system.

2. Target Beneficiaries of NGGF

Primary beneficiaries of the platform will be breeder community from SAU, CAU and private organisation(s) and institutions. Primary beneficiaries will in turn develop improved varieties for the farmer at accelerated pace using the platform.

3. Model of the National Genomics and Genotyping Facility

The National Genomics and Genotyping Facility would be a Public Private Partnership facility for benefit of Plant Breeders and Plant Biotechnologists of Private and Public Institutions/organisation(s). It has been established as State-of-the-Art Facility by DBT for genotyping and genomics-assisted breeding services and would provide consultancy to plant breeders and plant biotechnologists in decision making on use of correct tools or platform or technology. Technology platforms established at the facility would be client driven and extent of usage of platform(s) would be driven by number of data points. Technology platform(s) will include mainly high, medium and low density genotyping platforms as well as standalone platforms for fingerprinting. Facility will be governed by Executive Committee and Scientific advisory Committee and will have two units a) Project Monitoring Unit (PMU) b) Private Service Provider who qualified the tender for PPP.

a) Project Monitoring Unit (PMU): Facility will be operated by Service provider along with the Project Management Unit with a motive of revenue generation for profit. Establishment of state of art laboratory and initial operational cost of the PMU facility was funded by DBT.

Role of PMU:

The collaboration through this tender should lead to establishment of an independent National Genomics and Genotyping Facility (NGGF) for promoting “Accelerated new trait

development efforts through advanced genotyping and consultancy services in the country **to cater needs** of public and private sector for facilitating Genomics assisted breeding”. The NGGF and Service provider will work on the Public Private Partnership (PPP) model with the long-term goal to generate revenue and make it self-sustainable.

To complement the role of PMU unit and Service provider, the below terms and conditions can be referred.

- 1.1: The Private service providers will function under supervision of PMU. The service provider would be responsible to bring business and providing the service for fee. PMU unit will provide knowledge resources, and monitoring in improving the delivery of an intended genomics and genotypic services. Both parties should be able to benefit by the collaboration while being accountable for the above-mentioned objective.
- 1.2: The NGGF-PMU will supervise the activities of NGGF in order to ensure efficient and timely service to the clients.
- 1.3: PMU may audit samples as well instrumentation in multiple-ways at any time.
- 1.4: Project Coordinator, NGGF (Director NIPGR) will be the overall in-charge of the facility. The personnel appointed by the Service Provider will ensure cooperation with NGGF PMU team .
- 1.5 During sample processing by the service provider at any event of isolations or on the platform run, the sample quality/data purity should be maintained. In case of loss or failure of any batch due to inappropriate handling, the loss will be borne by the service provider.
- 1.6 PMU can undertake consultancy projects which would include experimental design and data analysis. Consultancy will be provided at an additional cost which will not be shared with the private partner.

b) Role of PPP

- a) Service providers should be efficient to participate and take-up as well as deliver all the said genotyping and sequencing services under public private partnership (PPP) model with an aim to long-term self-sustain the Facility within a specified period of time.
- b) Service providers should be able to collect plant samples/tissues as well as DNA/RNA samples, etc. from the clients all over India whenever essential within defined time period.
- c) Service providers should have adequate competence and research experience for high-throughput isolation and quality assessment of DNA/RNA from plant samples/tissues, genotyping and sequencing etc. with expense of minimal cost, time and resources using the platforms equipped in the NGGF.
- d) Service providers should 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 without any fail.

- e) Service provider should deliver quality-ensured raw sequencing and genotyping data for each of the aforesaid services to the clients through appropriate consultation of PMU in a stipulated time period.
- f) Service providers should run the entire sequencing and genotyping platforms installed in the NGGF in a cost-efficient manner so that the facility can accelerate national genomics-assisted breeding efforts for crop improvement with optimal use of resources.
- g) Service providers 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 representing multiple stake holders including DBT, ICAR Institutions, SAUs, Central Universities, State Universities, other Institutions in Biotechnology research, private institutions/companies using genomics platform, private genomics service provider companies, funding agencies (National and International), Ministry of Science and Technology, Ministry of Agriculture and Farmers Welfare, Ministry of Environment, and Forest and Climate change, etc.
- h) The PMU unit and Service Provider should conduct training programmes towards capacity building
- i) The operational cost for sample analysis required for consumables will borne by private partner. The service Provider will establish a transparent mechanism to share details of the number of samples handled and revenue generated for proper benefit sharing with the NGGF.
- j) AMC/CMC/Maintenance/Infrastructure/Repair/Electricity/other logistics charges etc. will be borne by the service provider. However, all the equipment are under full warranty/CMC for the coming three years.

4. Monitoring and Evaluation

Technical, Administrative and Financial monitoring and evaluation of the progress of the NGGF will be done by Executive Committee (EC) comprising of members from different institutions and shall be chaired by the Director, NIPGR. The NGGF will function under the oversight of Executive Committee and will be managed by the Programme Coordinator (Director-NIPGR) who would directly report to the Executive Committee

4.1 NGGF Executive Committee (EC) The composition of Executive committee is as follows:

Chair: Director, NIPGR; Co-Chair: Representative of the Secretary, DBT

Members: Two Senior External Experts of Subject Matter, One Senior Representative of NIPGR Faculty, Programme Director of Facility, Representative of PPVFRA, Representative of ICAR, Representative of DAC&W.

Roles and Responsibilities of EC:

- To provide the overall policy guidelines for managing the NGGF.
- To approve the investments and expenditure connected with NGGF operations and management.

- Monitoring and review of progress of NGGF and its projects at least twice in a year.
- To approve/short close/alter/ratify/projects undertaken by NGGF.
- To help NGGF to secure funds/assistance/fiscal incentives from the State and Central Governments to augment the Infrastructure facilities in the Anchor Institution.
- To approve recruitment of staff based on need and fix qualifications and pay and allowances for the cadre recruited.
- To relax the qualification for recruitment of manpower in PMU.
- To approve annual reports and matter related to science, charges, revenue, etc.
- To approve revenue sharing model between private service providers and PMU.
- To constitute subcommittee for various purposes.
- To verify the agreements, MOUs and other terms and conditions of facility.

5. Functional Components of NGGF

The Facility would be comprising of two components or facilities namely (I) Genotyping and Sequencing Facility and (II) Consultancy Body. Private Service providers under supervision of Project Monitoring Unit, would operate Facility I of the NGGF. Facility II will be directly operated by Project Monitoring Unit. NGGF can also take the services of relevant Scientific and managerial Staff of NIPGR on a part-time or project basis by adequately providing salary component for the required staff time. Each of this facility has their defined activities and services offered which function under the supervision of EC

Major activities of each facility are as below:

5.1: Facility 1: Genotyping platforms for facilitating marker-assisted selection to accelerate national breeding efforts.

A. Low-throughput SNP marker genotyping for molecular mapping of major QTLs/genes associated with agronomic traits and expediting marker-assisted foreground and background selection using rapid, cost-effective genotyping assays.

Genotyping of informative SNPs in individuals and parental accessions of advanced-generation mapping populations.

Genotyping of trait-linked SNPs and genome-wide uniformly distributed informative SNPs in back-cross mapping individuals for accelerating marker-assisted foreground and background selection.

Development of SNP assays that can be used for both marker-assisted foreground and background selection simultaneously for genetic improvement of major food crops.

B. High-throughput SNP marker genotyping for genome-wide association study (GWAS) using next-generation sequencing- and SNP array-based genotyping.

High-throughput sequencing- and SNP array-based genotyping of SNPs in numerous phenotypically well-characterized germplasm accessions (association panel) for GWAS of major agronomic traits in crop plants.

Development of whole genome SNP assay that can be genotyped with use of optimal resources to expedite GWAS of diverse yield and stress tolerance traits in crop plants.

5.2: Facility II- Establishment of consultancy body to assist in tool selection, data analysis and decision making for genomics-assisted breeding.

To provide complete solution from high-throughput sequencing and genotyping to analytical and decision making support and consultancy to the nationwide scientific community working in the field of molecular breeding, population genetics and agricultural genomics.

To conduct analysis of phenotyping information as well as high-throughput sequence/marker genotyping and their related big-data analysis through advanced computational and statistical tools routinely required for next-generation molecular breeding and crop improvement programs.

To provide timely support to Indian molecular breeders and plant genomics researchers especially involved in DBT-funded R&D projects for decoding and interpretation of big sequence and marker-genotyping data essential for crop improvement and high-quality publications

Strengthen capacity building through human resource development by conducting national workshops and providing hands on training to Indian researchers (especially Northeast and J & K students/researchers) on next-generation molecular breeding-related sequencing and genotyping methods and big-data analysis.

6: Confidentiality and Duty of Secrecy:

6.1: The service provider should work abiding by the confidentiality and IPR policy of the NGGF. Any scientific or non-scientific data exchanged/shared between the parties for joint work/supervision will not be disclosed to third party.

6.2: The NGGF will maintain the procedure for sample receiving and barcoding to maintain secrecy. The service provider will be allowed to proceed samples which are allotted by the PMU to maintain the timelines of outputs. This will be the single window channel to receive samples and generate final analysis report. The samples which are generated through the business of the service provider also will be processed in the same manner.

6.3: Any information disclosed by or on behalf of any of the parties which is not in the public domain is confidential and may not be used or disclosed to any other party (whether before or after the termination of this contract) for any reason whatsoever save as may be strictly necessary for the due and effectual rendering of the services.

6.4: Service provider will not be part of any agreement of client in aspects of licence to use, adapt, reproduce and exploit the Material for the Purpose. The client retains all ownership and Intellectual Property Rights in the Material supplied and derivatives of the sample analysis.

7: Material Transfer Agreement (MTA)

(a) Where and when applicable for any client/institute samples, which involved a Material Transfer Agreement (MTA) and Confidentiality Agreement specific to the respective material analysis, that will be reviewed and approved by PMU ahead of execution.

8.0: Intellectual property:

- 8.1: All clients, third parties, Service Providers and staff of the NGGF facility participating in wet lab services, attending any technical process meeting or Data analysis discussions are subject to IPR policy related rules of procedure.
- 8.2: The service provider will not enter any kind of agreement on IP related issues as innovator/assignee /MOU or rights related to client data of any kind. The client is the sole authority and free to use the data, other than the discussions/ purposes agreed at NGGF.
- 8.3: To ensure the all forms of IP protection or Plant Breeders rights of the clients, NGGF or the service provider will not save, use, research or exchange of any materials like germplasm, seed varieties, any customized makers etc., provided by the clients, received for the purpose of sample analysis. There will not be any outgoing materials for the purpose of research or storage. The samples will be disposed as per standard procedure.

9.0: Bioinformatics Data Services and limitations of Service Provider:

- 9.1: The data generated by service provider on all three platforms shall be digitally managed and maintained.
- 9.2: The high quality raw or analysed data will be shared to the client via secure download link, service provider has no right to provide the data directly to client and also refrain them self for any direct status update to the client without the consulting PMU
- 9.3: The system administrator/root password for the LIMS, machine and attached servers/computers will be solely managed by PMU, and it will be provided only to the concerned service engineer at the time of any update, repair or routine maintenance of equipment and computers.
- 9.4: The step is highly essential for the digital safety of installed instruments in the three platforms which avoids any data loss due to malware, ransomware or hacking attack or any malpractice by service provider staff which can cause critical damage to equipment or computers.
- 9.5: Only user profile passwords (only READ/RIGHT permission) for the machine and attached servers/computers will be shared with staff of the service providers for smoother operation of equipment.
- 9.6: The PMU / service provider can organize seminar, workshop, hands-on-training, conference etc in co-operation with each other required for high end technology capacity building..
- 9.7: The PMU is solely responsible for implementation of highly secured digital data policy as per the govt. of India digital data protection law and updates it from time to time with due consultation of experts.

10.0: Liabilities:

10.1: The service provider will be liable to any platform failure and its personnel for any loss, damage, cost, claims or expense suffered or incurred and arising out of or in connection with: a breach of this agreement, disruption of work; a negligent or unlawful act or omission of the PMU or its personnel; and the use, handling of instruments, sample storage or disposal of any consumables and/or Data.

10.2: The loss of samples due to inappropriate usage of protocols other than Standard Operating Protocol of events pre-decided in accordance with PMU.

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Score Sheet for Overall Evaluation of Bid

Technical Bid

| Parameters of Evaluation | Marks |
|---------------------------------------------------------------------|-------|
| 1. Relevant Experience | |
| <i>a. 5 to 7 years</i> | 1 |
| <i>b. 7 years and above</i> | 2 |
| 2. Overall Company Turnover | |
| <i>a. Up to 5 crores</i> | 1 |
| <i>b. Above 5 crores</i> | 2 |
| 3. Platform-specific Turnover (last 3 years) | |
| <i>a. 3-5 crores</i> | 1 |
| <i>b. Above 5 crores</i> | 2 |
| 4. Organization served | |
| <i>a. Less than 10</i> | 1 |
| <i>b. More than 10</i> | 2 |
| 5. In-house Facility | |
| <i>a. Platform 1</i> | 1 |
| <i>b. Platform 2</i> | 1 |
| <i>c. Platform 3</i> | 1 |
| 6. Performance | |
| <i>a. Acknowledgement</i> | 1 |
| <i>b. Publications</i> | 1 |
| <i>c. Recommendation (certificate of satisfaction from clients)</i> | 1 |

Price Bid

| Parameters of Evaluation | Marks |
|-------------------------------------|-------|
| 1. Revenue Sharing with NGGF | |
| <i>a. 5.00-5.49%</i> | 1 |
| <i>b. 5.50-5.99%</i> | 2 |
| <i>c. 6.00-6.49%</i> | 3 |
| <i>d. 6.50-6.99%</i> | 4 |
| <i>e. 7.00-7.49%</i> | 5 |
| <i>f. 7.50-7.99%</i> | 6 |
| <i>g. 8.00%-8.49%</i> | 7 |
| <i>h. 8.50%-8.99%</i> | 8 |
| <i>i. 9.00-9.49%</i> | 9 |
| <i>j. $\geq 9.50\%$</i> | 10 |

Illustrative List of Services to be Offered

| Sl. No. | Particulars |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Platform 1: Fluorescent dye-labelled SNP genotyping platforms (LGC Array Tape/KASP) with Real time PCR.</p> <p>KASP Marker Development (KBD) Custom design KASP (upto 24 SNP & 1000 sample) Custom design KASP (upto 95 SNP & 2000 sample)</p> |
| 2. | <p>Platform 2: Array-based SNP genotyping platforms</p> <p>Axiom Rice 90 K Array Genotyping (96 sample) Axiom Rice 50 K Array Genotyping (96 samples) Axiom Wheat 35 K Array Genotyping (384 sample) Infinium Cotton 70 K Array Genotyping (48 sample) Infinium Tomato 8K Array Genotyping (48 sample) Infinium Wheat 90K Genotyping (48 sample) Infinium Brassica 90K Chip (48 sample)</p> |
| 3. | <p>Platform 3: NGS-based sequencing and genotyping platforms</p> <p>(A) Novaseq_6000 Whole Genome Seq.</p> <ol style="list-style-type: none"> 1. 2x150 bp (200 Gb) 2. 2x150 bp (3000 Gb) 3. 2x250 bp (400 Gb) <p>(B) Novaseq_6000 Library Prep.</p> <ol style="list-style-type: none"> 1. 2x150bp 2. 2x250bp <p>(C) Next Seq_550, Whole Genome Seq.</p> <ol style="list-style-type: none"> 1. 2x150 bp 120 Gb 2. 2x75 bp 60 Gb 3. 2x150 bp 32 Gb 4. 2x75 bp 16 Gb <p>(D)Next Seq_550, Library Prep.</p> <ol style="list-style-type: none"> 1. 2x150bp: 2. 2x75bp: <p>(E) Nextera Mate Pair Library Prep:</p> <p>(F) Illumina DNA PCR free Prep:</p> <p>(G) Illumina DNA Prep:</p> <p>(H) TruSeq DNA PCR free:</p> |

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| | <p>(I) Nextera XT DNA library prep:</p> <p>(J) Nextera DNA flex library prep:</p> <p>(K) Exome Sequencing (100X):</p> <p>(L) Chip Sequencing with 5Gb Data Per Sample 2x150bp PE Sequencing:</p> <p>(M) Methylation/ Bisulphite Sequencing on Illumina NovaSeq_6000/NextSeq_550 (100X):</p> <p>(N) ddRAD Sequencing on Illumina NovaSeq_6000/NextSeq_550 for 96 Sample:</p> <p>(O) Genome Resequencing (10GB data/ sample):</p> <p>(P) DNA Extraction:</p> <p>(Q) RNA Extraction:</p> <p>(R) Small RNA extraction:</p> <p>(S) Small RNA Library Preparation:</p> <p>(T) RNA Library Preparation:</p> <p>(U) Denovo Transcriptome Sequencing 8 Gb Data/Sample-80 million Reads-2X100bp PE:</p> <p>(V) Small RNA Sequencing -1x50bp, 30 million reads:</p> <p>(W)TruSeq RNA library prep:</p> <p>(X)Illumina stranded mRNA Prep:</p> |
| | |

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.