


**An Autonomous Institute of the Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India**

### STORES AND PURCHASE SECTION

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<b>Telefax</b>	+91 40 2304 2740		Miyapur, Hyderabad, Telangana,
<b>Website</b>	www.niab.org.in		India – 500049

### **NOTICE INVITING TENDER (SINGLE BID SYSTEM)**

#### **E-PROCUREMENT UNDER CENTRAL PUBLIC PROCUREMENT PORTAL**

On behalf of the Director, NIAB - Hyderabad, India, **online bids** through [www.eprocure.gov.in](http://www.eprocure.gov.in) are invited under **Single Bid System** from reputed manufacturers or their authorized agents for the supply / installation/ commissioning of the following item(s) / Provide the Service /Work mentioned in Chapter-1 in this tender notice.

**KINDLY NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER.**  
**MANUAL SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

**Website for Online Bid Submission: <https://eprocure.gov.in>.**

**E-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by NIAB will be rejected. Tender documents can be downloaded from our website [www.niab.org.in](http://www.niab.org.in) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders will be required to submit their bids online on the e-Procurement module using website [www.eprocure.gov.in](http://www.eprocure.gov.in). Only.

The bidders can enrol themselves on the website <http://eprocure.gov.in> using the option “Click here to Enroll”. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://eprocure.gov.in> under the link “Information about DSC”. The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

**Please visit website: - <http://eprocure.gov.in/eprocure/app> and click following section for complete information about E -Procurement process.**

- [Help For Contractors](#)
- [Information About DSC](#)
- [FAQ](#)
- [Bidders Manual Kit](#)

**The helpdesk numbers for any technical queries related to operation of the Central Public Procurement Portal**

Please call 24 x 7 - **Toll Free No. 1800 3070 2232.** **Help Desk Number 0120-4200462, 0120-4001002.**

**Mobile Numbers- 8826246593 , 7878007972, 7878007973, 7574889871, 7574889874. E-Mail :-cppp-nic@nic.in.**

Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the Manager (Store& Purchase) of NIAB on the contact details mention on the top of this page.

## **CONTENTS OF BIDDING DOCUMENT/NIT**

<b>CHAPTER NO</b>	<b>PARTICULAR</b>
<b>1</b>	NIT/DETAILS OF REQUIREMENTS /EMD/TENDER FEES/IMPORTANT DATES
<b>2</b>	INFORMATION FOR BIDDERS (PART-1)
<b>3</b>	INFORMATION FOR BIDDERS (PART-2)
<b>4</b>	GENERAL CONDITIONS OF CONTRACT
<b>5</b>	REQUIRED DOCUMENTS/FORMAT WITH BID (TO BE UPLOADED ONLINE)  (format to keep ready before online submission of bids ,(Tenderers are required to print this on their company's letter head and sign, stamp ,scan , keep pdf file ready before starting of online tender submission )
<b>6</b>	SPECIFICATION AND OTHER TERMS OF REQUIREMENTS

**IMPORTANT NOTE: - PLEASE READ CHAPTER 5 CAREFULLY AND KEEP SCANNED FORMAT DOCUMENTS READY BEFORE SUBMISSION OF THE BID.**

Main Process flow to help you in submission of tender. -

- Take DD and scan it in pdf format. Write Tender No , Name of Firm , Contact No on backside of DD. Send the DD to NIAB- Hyderabad Address as per due date.
- Read Chapter No 5 & 6 carefully & Keep required documents ready, scan it in pdf file to be uploaded in Cover -1.

**Few of the conditions/ forms in this document may not be applicable for Service/Work requirement as per this tender. Write “NA” in any of the form wherever it is suitable/applicable as per bid submitting firm considering the requirement in tender.**

## CHAPTER-1

### NIT/DETAILS OF REQUIRMENTS /EMD/TENDER FEES/IMPORTANT DATES

S N	Name of item	Qty.	Put this Ref. No. on the top of cover	Bid Type
1	<b>Nucleofector 4D (Core and Unit)</b>  <u><b>(Detailed Specifications in Chapter 6 at the end of document )</b></u>	01 No	NIAB/SP/2017-18/70	<u><b>SINGLE BID</b></u>  <u><b>ONLINE</b></u>

<b>TENDER EMD (REFUNDABLE)</b>	<b>Rs NIL /-</b>	Tenders without <b>TENDER PROCESSING FEES / EMD</b> (if applicable) will be rejected.
<b><u>TENDER PROCESSING CHARGES</u></b> (THIS FEES IS NOT EXEMPTED TO ANY FIRM & NON REFUNDABLE). (This is not tender fees/cost of NIT document as tender is issued free of cost, can be downloaded on CPPP / NIAB website or will be E mailed if asked from NIAB. All the firms want to participate this tender must submit this charges failing which your Bid will be rejected)	<b>Rs 1500 /- (No exemption to any firm)</b> <b><u>All the firms want to participate in this tender must submit Rs 1500 as processing charges failing which your Bid will be rejected. Only EMD exemption is allowed as per chapter 4 -page no 8 of this NIT. For MSE /NSIC registered firms please read page no 8 of this NIT before claiming exemption (if any) for EMD only. Non Compliance/False information will result in rejection of Bid / Ban on Firm for future Tenders.( Rs 1500 /- No exemption to any firm, mandatory to submit the DD for all the firms)</u></b>	
<b>MODE OF PAYMENT OF EMD/FEES</b>  <b><u>(SCANNED COPY OF TENDER FEE AND EARNEST MONEY IS TO BE UPLOADED ONLINE AT THE TIME OF SUBMISSION OF BID)</u></b>	<b>Demand Draft</b> of any nationalized/commercial bank.  <b>Please mention firm name &amp; contact no, tender ref no backside of demand draft. and Original DD must be sent to the NIAB HYDERABAD on or before Bid Submission Date &amp; Time as mentioned in Critical Date Sheet.</b>	
<b>DD IN FAVOUR OF</b>	<b><u>National Institute of Animal Biotechnology</u></b> payable at Hyderabad.	
<b>DD TO BE SUBMITTED TO</b>	Manager (Stores & Purchase) National Institute of Animal Biotechnology (NIAB), D. No. 1-121/1, 5 <sup>th</sup> Floor, Axis Clinical Building, Opp. to Cine Town, Miyapur, Hyderabad, Telangana , India - 500 049	
The original EMD amount and Tender Fee in the form of Demand Draft towards cost of bid documents/processing shall be submitted to Manager (Store & Purchase) , NIAB by hand delivery/courier on or before the due date for submission of bids failing which the bid will be rejected. The reference no. of the Tender and super scribing the word “EMD and Tender Fee” should be specifically mentioned on the top of the envelope. Any catalogue /broacher /technical literature which is difficult to scan, except bid document is also permitted along with EMD. This document will be used only as extra supportive for information purpose and not mandatory for submission.		
<b>PRE-BID MEETING ( IF ANY )</b>	<b>09-02-2018 ( At NIAB 5th floor of at 14.30 pm NIAB Miyapur adressed mentioned in page 1 of this document</b>	
The objective of Pre-Bid Meeting is to provide a platform for clarifying issues and clearing doubts, if any, about the specification and other allied technical / commercial details of the bid document. This is also an opportunity to question the bidding conditions and the bidding process. Bids should be submitted only after the PBM if any so as to take care of the changes made in the bidding document. The prospective PBC participants should inform their intention to participate and send written queries at the email <b>santosh@niab.org.in, spm@niab.org.in</b> sufficient before PBC date to enable us to keep the response ready. The changes made to the bidding document subsequent to the PBM shall be treated as amendment to this bidding document and the same shall also be hosted on NIAB website.		
<b>CRITICAL DATE SHEET (Please strictly adhere to the dates mentioned in this document.</b>		
<b>Tender Published Date</b>	30-01-2018 (As per CPPP portal time)	
<b>Bid Submission Start Date</b>	30-01-2018 (As per CPPP portal time)	
<b>Bid Submission End Date</b>	20-02-2018 (at 14.00 hrs)	
<b>Bid Opening Date</b>	21-02-2018 (at 14.30 hrs)	
The bidders are requested to please note that all future amendments/corrigendum will be published on NIAB website and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit our website for any such updates.		

## CHAPTER-2

### INFORMATION TO BIDDERS -PART-1

1	Bids shall be submitted online only at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
2	<b><u>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. Please read Chapter -5 carefully and prepare all required form /Technical &amp; Price Bid ready before starting the procedure.</u></b>
3	<p>The bidders can enroll themselves on the website <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> using the option “Click here to Enroll”. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> under the link “Information about DSC”. The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.</p> <p>Please visit website: - <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> and get complete information.</p>
4	<b>Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</b>
5	The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e-tender.
6	Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
7	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.
8	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, annual reports, auditor certificates 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.
9	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. 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 future meetings.
10	Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and NIAB website shall not tamper/modify the tender form including downloaded price bid template, All other format in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NIAB
11	<b><u>Please Make sure all format asked as per CHAPTER - 5 of tender document are properly uploaded online in suitable cover on CPPP Website for E-Procurement <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> .</u></b>

## CHAPTER – 3

### INFORMATION TO BIDDERS -PART-2

SN	DETAILS
1	<b>BIDDERS ELIGIBILITY / QUALIFICATION / REQUIREMENTS</b>
	<p>This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender.</p> <p>Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Director, NIAB may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. Other things being equal, preference shall be / may be given to firms who or his principal has supplied and installed similar system at any CSIR/ICAR/ICMR/DAE/DRDO/DST/DBT/other Govt. or autonomous research Labs in India. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&amp;D activities. The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&amp;D. One Indian Agent cannot represent two different foreign principals for the same item in one tender. The bidder should have executed at least one similar order successfully during the preceding three financial years. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spares parts.</p>
2	<b>OPENING OF BIDS</b>
	In case of SINGLE BID system, the bid is required to be submitted in ONE PART. Techno-Commercial & Financial / Price Bid together as one single bid. In case of single bid system ---- Bids will be opened on the date and time given and technical evaluation committee will chose technically suitable and finically L1 bidder. All the process will be done online through E-PROCUREMENT UNDER CENTRAL PUBLIC PROCUREMENT PORTAL (eprocure.gov.in).
3	<b>LANGUAGE OF BID</b>
	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
4	<b>DOCUMENTS COMPRISING THE TECHNICAL BID</b>
	All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers, Please read points given in Chapter-5, for all forms, Declaration by the bidder that the goods are not in the restricted list of the current Indian EXIM Policy, DGS&D Registration certificate, if applicable. Details of Installations of similar equipment in India; Availability of number of trained support personnel, both application & service support. Compliance statement indicating yes/no as per the specifications.
5	<b>BID PRICES</b>
	Please read points given in <b>Chapter No- 2</b> before preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' after considering all the points.
6	<b>DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS</b>
	The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted. That the bidder meets the qualification criteria as per Bid document. In case a bidder not doing business within the purchasers' country, that the bidder is or will be represented by an agent in the country equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
7	<b>DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS</b>
	To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. To establish the conformity of the goods and services to the specifications, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data etc.

8	<b>EARNEST MONEY DEPOSIT (EMD)/TENDER FEES ( if any )</b>
	The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) / <b>TENDER FEES ( if any )</b> specified in the Bid document. This shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries. The Bid Security shall be payable promptly upon written demand by the purchaser in case the conditions in the Tender Documents are invoked. The Bid Security should be submitted in its original format. Copies shall not be accepted. The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security. The firms registered with DGS&D & NSIC, if any, are exempted from payment of EMD provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. The bid security may be forfeited. If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
9	<b>PERIOD OF VALIDITY OF BIDS</b>
	Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchase.
10	<b>PRELIMINARY EXAMINATION /EVALUATION &amp; COMPARISON OF BIDS</b>
	Technically Qualified L1 is main base point for award of contract. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in have been provided, required sureties have been furnished, and to determine the completeness of each document submitted. The Purchaser will examine the technical bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. The competent committee decision and parameters will be final for qualifying the firms technically. No queries will be entertained for the decision and method for the same. No interim queries will be entertained till final award of contract. The total cost of requirement/item/service to be purchased is main criteria for evaluation irrespective of different standard warranty period offered in any. The purchase of Additional warranty /CMC is at sole discretion of institute and not mandatory for comparison in case of standard warranty period differs. For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under: The final landing cost of purchase after all discounts, freight, forwarding, insurance warehouse to warehouse, custom clearing charges, all duties, taxes etc. shall be the basis of evaluation. Imported Vs. Indigenous Offers - The final landing cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to NIAB, Hyderabad shall be the basis of evaluation. Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc. will be ignored for Comparison. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers. Arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, the rate quoted in words will be taken as final and shall be binding on the Bidder. To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspaper / Bank Website on the date of Price Bid opening. The decision of competent authority & concerned committee of NIAB will be final about the process of evaluation and award of contract and no claim whatsoever will be entertained in this regards.
11	<b>NEGOTIATIONS</b>
	Negotiations, if any and at all done, shall be held with only the lowest technically Qualified evaluated responsive bidder.
12	<b>PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</b>
	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
13	<b>PURCHASER'S RIGHT TO VARY QUANTITY, ADD SPECIAL TERMS IF REQUIRED AT THE TIME OF AWARD OF</b>
	The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services originally specified in the Tender documents without any change in unit price or other terms and conditions. This tender document and all terms and conditions, Purchase order terms / special term if mutually agreed will be form parts of total contract.
14	<b>JOINT VENTURE, CONSORTIUM OR ASSOCIATION</b>
	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
16	<b>DISQUALIFICATION OF TENDERS</b>
	Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice. Conditional quotations will be liable for rejection or may not be considered. Incomplete tenders /tenders without EMD will be liable for rejection. Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected. The Bidder should ensure that the prices are mentioned only in the Price Bid and nowhere in the Technical Bids in case of TWO BID SYSTEM.



# **MSE Guidelines for EMD/Tender Fees Exemption**

Registration of Micro, Small and Medium Enterprises for two types of Companies:

Manufacturing Entity : -- The enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the first schedule to the industries (Development and regulation) Act, 1951). The Manufacturing Enterprise are defined in terms of investment in Plant & Machinery.

Service Entity :-- The enterprises engaged in providing or rendering of services and are defined in terms of investment in equipment.

No.	Type of Enterprise	Manufacturing Enterprises (Investment in Plant and Machinery)	Service Industry (Investment in equipment)
1.	Micro	Does not exceed Rs. 25 Lakh	Does not exceed Rs. 10 Lakh
2.	Small	Exceeds Rs. 25 Lakh but does not exceed Rs. 5 Crore	Exceeds Rs. 10 Lakh but does not exceed Rs. 2 Crore
3.	Medium	Exceeds Rs. 5 Crore but does not exceed Rs. 10 Crore	Exceeds Rs. 2 Crore but does not exceed Rs. 5 Crore

**Presently EMD/Tender Fee exemptions and price preference are applicable to only Micro and Small Industries. View above, if you are claiming EMD/Tender Fee exemptions , you should meet above criteria for Micro and Small Industries.**

- 1 You have to submit your supporting documents issued by competent Govt bodies to become eligible for the above exemption.
- 2 Also your certificate (NSIC) / MSE shall cover the items tendered to get EMD/Tender fee exemptions.
- 3 NSIC certificate shall be valid as on due date / extended due date of the tender.
- 4 In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met thru foreign company, then the EMD Exemption can not be claimed under the MSME status of Indian arm / subsidiary.

**Thus a Bidder who solely on it's own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/ tender fee.**

**If all these conditions are not fulfilled or supporting documents are not submitted with the Bid , then all those Bids without Tender fees /EMD will be summarily rejected and no queries will be entertained.**

**Please read above points before preparing Price Bid /Quotation and submit your quotation after carefully reading /considering all the points.**

SN	Point	Description	Point Noted & complied in Price Bid.
			Mark ✓
1	Price Breakup	<p>The Bidder shall indicate the unit prices, discounts rate / percentage and total bid prices of the goods it proposes to supply. All breaks up of price incl Packing, Transportation, Taxes, incidental expenses must be given up to satisfactory installation in NIAB premise.</p> <p>Vague terms like “packing, forwarding, transportation, taxes etc. extra” without mentioning the specific amount/percentage of these charges will NOT be accepted. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete / non-responsive.</p> <p>Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.</p>	<input type="checkbox"/> Point Noted for Bid Preparation
2	Quote for Complete item set up / functioning required as per specification.	Item quoted should be complete in all respects; any additional accessories required for instrument to operate /function should also be quoted as part of the instrument and should be supplied along with instrument. It should not be included in optional.	<input type="checkbox"/> Point Noted for Bid Preparation
3	Optional accessories / PC /UPS /stabilizer	The cost of accessories in optional should be quoted separately. List of all optional accessories with detail specification must be given with List price & discount.	<input type="checkbox"/> Point Noted for Bid Preparation
4	Bid Currencies	Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£) wherever possible for correct evaluation during comparison.	<input type="checkbox"/> Point Noted for Bid Preparation
5	For indigenous Items OR goods of foreign origin to be supplied in Indian currency	<p>Ex-factory / Ex-warehouse //Ex-showroom /Off-the shelf</p> <p>Tax (if any) [%age &amp; value]</p> <p>Transportation , loading/ unloading and incidental costs till NIAB site Insurance charges (if any with period cover)</p> <p>Incidental services (including installation &amp; commissioning, and training) at NIAB site</p>	<input type="checkbox"/> Point Noted for Bid Preparation
6	Taxes, Custom duties etc.	<p>NIAB is exempted from payment of Excise Duty if any under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately. Please mention the applicable taxes clearly. We don't issue any 'Form C' or 'Form D'. Custom bonded warehouse price should be quoted in case of imported item quoting INR. Instrument quoted should be complete in all respects. If there is no explicit mention about taxes in your offer, then quoted price will be deemed inclusive of all such taxes and no other charges except those mentioned clearly in the quotation will be paid.</p> <p><b><u>The GST Rates / Exemption applicable will be as per GOI, MoF Notification No. 47/2017-Integrated Tax (Rate) dt. 14/11/2017 &amp; GOI - GST Law 2017 as applicable. The Custom duty Rates / Exemption will be as applicable as per Govt. of India Rules as applicable to DSIR Registered institute/Govt. funded research institute. It is certified that National Institute of Animal Biotechnology, is an Autonomous Institute of the Department of Biotechnology, Ministry of Science &amp; Technology, Govt. of India and it is registered with the (DSIR) Department of Scientific &amp; Industrial Research, Government of India vide their Registration No. TUV/RG-CDE(1175)/2015 dated 19th Aug 2015 , Valid up to 31.08.2020. It is also certified that the material/goods purchased for the institute is required for Research Programme in NIAB &amp; used for conducting/support RESEARCH PURPOSE only.</u></b></p>	<input type="checkbox"/> Point Noted for Bid Preparation
7	Bid Validity	The Bid should be valid for at least 180 days.	<input type="checkbox"/> Point Noted for Bid Preparation



8	Comprehensive WARRANTY & AMC	<p><b>The charges for Annual CMC after warranty shall be quoted separately as per price schedule 'B'.</b></p> <p><b>Standard Warranty period is taken as 12 Months unless otherwise specified.</b></p> <p><b>Please quote for Extra Warranty After completion of standard warranty period.</b></p> <p><b><u>The purchase of Additional warranty /CMC is at sole discretion of institute.</u></b></p> <ul style="list-style-type: none"> <li>➤ The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing &amp; calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next 3 (or as specified) years on yearly basis for complete equipment.</li> <li>➤ The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.</li> <li>➤ Cost of CMC will be added for ranking/evaluation purpose.</li> <li>➤ The uptime warranty will be 98% on 24 (hrs) x 7 (days) x 365 (days) basis.</li> <li>➤ The stipulation in technical specification will supersede above provision.</li> <li>➤ The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.</li> </ul>	<input type="checkbox"/> Point Noted for Bid Preparation
9	For Imported items	<p>Price can be Quoted in following terms          FOB price at sea/airport of Lading          Insurance (Warehouse to warehouse basis )          Freight          CIP by Air/Sea at the port of Entry ( Hyderabad)          If possible DDP value may please be quoted with consideration of Custom Duty amount as % of Net CIP (amount with CDEC as applicable) &amp; Custom Clearance &amp; Handling charges, incidental charges till satisfactory installation up to NIAB.</p> <p>The purchaser can place the order on FOB/ CIP or DDP basis. Export Packing, Loading Charges, and Inland Freight etc. In the shipper country will have to be paid by the Supplier. The Price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch to be payable by the Supplier. Items as per the Purchase Order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder in case of FOB order. The quoted price shall be deemed to include all taxes and duties/fee etc that will have to be paid in the country of origin/export by the bidder.</p> <p>Items are to be Packed, Marked &amp; Labelled as per international norms. Small individual boxes must be palletized for easy handling &amp; movement. State packing/ forwarding/ documentation charges etc. (each one) separately, if applicable.</p> <p>CIF/CIP rates for shipping items up to Hyderabad (India) preferably through AIR INDIA should also be mentioned. Even if the order is placed on CIF/CIP basis, bidder will have to only use the services of our nominated freight forwarding agent for the sake of operational convenience at the time of customs clearance at our end. This condition will be mandatory.</p>	<input type="checkbox"/> Point Noted for Bid Preparation
<p><b><u>Please read above points before preparing Price Bid /Quotation and submit your quotation after carefully reading /considering all the points.</u></b></p>			

## CHAPTER 4

### GENERAL CONDITIONS OF CONTRACT.

SN	DETAILS
1	<b>DEFINITIONS</b> <p>In this Contract, procurement through this tender ,the following terms shall be interpreted as indicated: The following words and expressions shall have the meanings hereby assigned to them:</p> <p>“Contract Price” means the price payable to the Supplier as specified in the Purchase Order, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. “Day” means calendar day. “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser as per the Purchase Order. “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier as per the Purchase Order. “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order. The final destination,” where applicable, means the place of delivery as indicated in the Purchase Order. “The Purchaser” is ‘The Director, National Institute of Animal Biotechnology (N.I.A.B), Hyderabad, Telangana. “The Purchaser’s country is “India”.</p>
2	<b>SUPPLIER’S RESPONSIBILITIES</b> <p>The Supplier shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.</p>
3	<b>SUB-CONTRACTS</b> <p>The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent</p>
4	<b>CONTRACT PRICE</b> <p>Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.</p>
5	<b>COPY RIGHT</b> <p>The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p>
6	<b>PATENT RIGHTS</b> <p>The Supplier shall indemnify the Purchaser against all third-party claims if any, of infringement of patent, trademark or industrial design rights, copy rights arising from use of the Goods or any part thereof in India.</p>
7	<b>INSPECTIONS AND TEST</b> <p>The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services Or as discussed during the course of finalizing the contract. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data -shall be furnished to the inspectors at no charge to the Purchaser.</p>
8	<b>PACKING</b> <p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In order to maintain safety of the equipment, we prefer to have wooden crating with adequate cushion inside for transportation of any goods. The Material to be dispatched with International standard packing to withstand Rigors, and to avoid any transit damages.</p> <p><b>PACKING INSTRUCTIONS</b> Each package will be marked on three sides with proper paint/indelible ink, the following: Purchaser Name &amp; Address, Item Nomenclature, Order/Contract No. ,Country of Origin of Goods ,Packing list reference number</p>
9	<b>AMENDMENTS</b> <p>The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract as mutually agreed terms.</p>
10	<b>DELIVERY AND DOCUMENTS</b> <p>Delivery of the Goods and completion related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order/Maximum within 08 weeks.</p>

	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order. The details of shipping and / or other documents to be furnished by the supplier are also specified in Purchase Order.</p> <p>Delivery of the goods should be made as per the Delivery Schedule incorporated in the Purchase Order. The supplier should intimate the shipment details within 72 hours before for custom clearance of the material.</p> <p>The supplier shall notify the purchaser the full details of the shipment including order/contract number, railway receipt number /AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall e-mail the following documents to the purchaser, with a copy to the Clearing Agent.</p> <ol style="list-style-type: none"> <li>3 copies of the Supplier invoice showing Order/contract number, goods' description, quantity, unit price, total amount;</li> <li>Acknowledgement of receipt of goods from the consignee(s) by the transporter;</li> <li>Insurance Certificate if applicable;</li> <li>Manufacturer's/Supplier's warranty certificate;</li> <li>Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; a</li> <li>Certificate of Origin.</li> <li>Two copies of the packing list identifying the contents of each package.</li> <li>Airway Bill / Bill of Lading</li> </ol> <p>The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>Please make appropriate commitments in writing that the instrument model being offered is current and is not likely to be obsolete within the next couple of years and that spare parts will be available for it for at least seven years after the installation. The Installation of the equipment is deemed complete only after all the sub-units of the main equipment such as the computers/printers/UPS/Software etc., is installed and tested as per the specifications in the offer/brochure / purchase order and demonstrated to the satisfaction of the end user.</p>
11	<b>INSURANCE</b>
	<p>The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.</p> <p>For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (final destinations) on "All Risks" basis including war Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange insurance.</p>
12	<b>TRANSPORTATION</b>
	<p>Where the Supplier is required under the Contract to deliver the Goods on FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof may be included in the Price Schedules. Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof maybe included in the Price Schedules. In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, shall be arranged by the Supplier, and the related costs may be included in the Contract Price.</p>
13	<b>STANDARDS</b>
	<p>The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution</p>
14	<b>WARRANTY</b>
	<p>The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>The Warrantee should be comprehensive and on site. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.</p> <p>The warranty shall remain valid for twelve (12) months from the date of installation of the equipment or as per the Specification whichever is higher. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such notice, the Supplier shall, within a reasonable period of time expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. If during the period of warranty any component or spare part is need to be brought from abroad, all associated cost shall be borne by the supplier including the cost of customs duty.</p> <p>All incidental charges / additional duties incurred for importing warrantee replacements are to be borne by the suppliers. The defective material / goods will not be handed over to the supplier and the same will be re-exported to the place of manufacturer at the cost of the supplier. In case, the manufacturer has the office in India the same may be handed over to them with an undertaking that they will re-export to their manufacturing facility within a reasonable time and submit the proof to that extent.</p> <p>If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>

15	<b>TERMS OF PAYMENT</b>
	<p>Payment Term will be finalized by NIAB Policy and remain mandatory for supplier as issued in Contract /Purchase order. Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made after receipt of the articles in good condition &amp; successful installation by way of DEMAND DRAFT / Foreign Demand Draft (FDD)/LC or Wire Transfer as per NIAB Order Terms &amp; conditions.</p> <p>For Indigenous items Payment will be made after delivery and installation. For service contract /work order Payment will be made 90 % after delivery and installation. 10 % after submission of bank guarantee for warranty period.</p> <p>All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable. <b>The following documents shall be required by the Purchaser for payment.</b> Signed commercial invoice in quadruplicate, Certificate of Origin issued by the Beneficiary/ Concerned Chamber of Commerce, Insurance copies/ certificates, Airway Bill / Bill of Lading Copy, Packing list indicating description of goods and quantity package wise in triplicate.</p>
16	<b>EXTENSION OF TIME</b>
	<p>Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.</p>
17	<b>PENALTY CLAUSE</b>
	<p>Subject to clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1 percent of the order value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract for Default</p>
18	<b>TERMINATION FOR DEFAULT / INSOLVENCY</b>
	<p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part</p> <p>If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser If the Supplier fails to perform any other obligation(s) under the Contract. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.</p> <p>In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action: The Performance Security is to be forfeited.</p> <p>The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.</p>
19	<b>NOTICES</b>
	<p>Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the other party's address specified in the Purchase Order.</p>
20	<b>SITE PREPARATION AND INSTALLATION</b>
	<p>The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after placement of Purchase Order. In compliance with the technical and environmental specifications Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the equipment, if required.</p>
21	<b>TAXES AND DUTIES</b>
	<p>Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the ordered Goods to the Purchaser at the final destination. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in order.</p>
22	<b>INCIDENTAL SERVICES</b>
	<p>The supplier may be required to provide any or all of the services, as discussed during the course of finalizing the contract. User and detailed Service Manual /training to be supplied along with the equipment.</p>
23	<b>SPARE PARTS</b>
	<p>The Supplier shall be required to provide the spare part details/materials, notifications, and information pertaining to its manufacture or distribution: Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and In the event of termination of production of the spare parts: advance notification</p>

	to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed Requirements if any; and Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
24	<b>PERFORMANCE SECURITY</b>
	<p>The successful Bidder must be ready to provide Performance security (10% of the order value unless mentioned otherwise) in the Performance Security Form provided in the Bid Document, within 21 days of the receipt of notification of award/purchase order from the Purchaser or/as mentioned in purchase order/contract awarded failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited &amp; the contract shall be deemed terminated. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p style="text-align: center;">The Performance Security shall be submitted in one of the following forms:</p> <p>(i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. <span style="float: right;">OR</span></p> <p>(ii) Foreign Principals can also submit performance security directly on the prescribed format through any foreign or Indian bank having office preferably in Hyderabad (India) or in the form of Standby Letter of Credit which must be advised and confirmed by any bank in India located preferably in Hyderabad.</p> <p>The performance security/Standby LC will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.</p>
25	<b>FRAUD AND CORRUPTION</b>
	<p>The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:</p> <p>“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p>
26	<b>SETTLEMENT OF DISPUTES</b>
	<p>The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NIAB and if he is unable or unwilling to act, to the sole arbitrator so appointed shall be final conclusive and binding on all parties to this order. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Venue of the arbitration shall be the place from where the order is issued.</p>
27	<b>APPLICABLE LAW</b>
	<p>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction Hyderabad.</p>

## CHAPTER - 5

### REQUIRED DOCUMENTS/ FORMAT WITH BID (TO BE UPLOADED ONLINE)

**(VERY IMPORTANT)**

#### FORMAT TO KEEP READY BEFORE ONLINE SUBMISSION OF BIDS

Bid will contain all the technical details of the products along with following format. Please keep all the following documents ready in .pdf format printed on your company/firm letterhead for uploading on the website during online submission of your bid. Non Submission of these format may result in rejection of your bid. Read all forms carefully and submit it exactly same as per below format. Changing of our wording of format may result in rejection of your bids. You can type this or hand written forms are also accepted to be printed on firm letterhead.

IT IS SINGLE BID --- THERE IS ONLY COVER -1 --- FEE/PRE QUAL/TECHNICAL/FINANCE  
It consist one part as follows. Keep this 1-6 documents scanned as only one pdf file ready for upload before start applying for tender

#### **Part-1 (Fees/Technical/Financial /Other Forms) (All 1-6 documents, as one pdf. File)**

(All this document 1-6 scanned together as only one pdf file.)

Keep this 1-6 documents scanned as only one pdf file ready for upload before start applying for tender.

1. TECHNICAL BID COMPLIANCE FORM & TECHNICAL DESCRIPTION / LITERATURE/CATALOGUE etc (FORM NO 7). AS PER THIS DOCUMENT CHAPTER NO 5.
2. SCAN COPY OF DD (EMD /TENDER FEES AS APPLICABLE.)
3. FORMAT OF PRICE BID - PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' / FINANCIAL BID / SCANNED QUOTATION ON FIRM LETTERHEAD GIVING TOTAL COST OF REQUIRMENT IN TENDER.
4. FORM NO - 1 TO FORM NO - 6 -----AS PER THIS DOCUMENT CHAPTER NO 5.
5. Copy of PAN card/ Certificate of Registration with Govt. Tax Authorities /GST / Income Tax returns for the last two Assessment Year as per current date. / Turnover Certificate of Last 02 years.
6. (If applicable ) Copy of Registration Certificate issued by NSIC, Govt. of India Enterprise/DG, S&D / MSME, units registered with District Industries Centre / Joint Director of Commerce and Industries, Govt. of Telangana/ respective State Govts. With current validity / MSE / MSEs owned by SC/ST entrepreneurs in respect of those who are seeking exemption for payment of Earnest Money Deposit (Bid Security)/fees.

Keep this 1-6 documents scanned as only one pdf file ready for upload before start applying for tender



**FORM NO - 1**

**PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM**

The Director,  
National Institute of Animal Biotechnology (NIAB),  
D. No. 1-121/1, 4th & 5th Floors, Axis Clinicals Building,  
Miyapur, Hyderabad, Telangana, India - 500 049

***Sub: Acceptance to the Process related & Terms and Conditions for the e-Tendering***  
***Ref.:- The Terms & Conditions for e-Tendering mentioned in tender***  
***No.:*** \_\_\_\_\_

Sir,

We hereby confirm the following.

The undersigned is authorized representative of the company. We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contract, specified in this tender document. We will honour the Bid submitted by us during the e-tendering. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

**Bid securing declaration:- We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended for the period of 01 year from being eligible to submit Bids for contracts with NIAB.**

We are aware that if NIAB has to carry out e-tender again due to our mistake, NIAB has the right to disqualify us for this tender. We confirm that NIAB shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. Our bid shall be valid for the period from the date fixed for the bid submission deadline, and it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIAB policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIAB will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIAB at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned, have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIAB with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority to sign:

Name:-

Designation:-

Contact Details :-

Date with stamp & seal of organization:

**DETAILS OF LOCAL / ANY OTHER SERVICE SUPPORT ( FORM NO 2)**

Location /Address of Service Centre :-

Name of Technical /In charge Person/Qualification :-

Phone/Fax/Email :-

Office Hours :-

Details of Service Facilities available :-

**PRICE REASONABILITY CERTIFICATE ( FORM NO 3)**

This is to certify that we have offered the maximum possible discounted price to your institute for the Item required as per this Tender No \_\_\_\_\_ in our Quotation No. \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_ for total Currency / as per quotation submitted .We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to NIAB to any other customer nor we will do so till the validity of offer or execution of purchase order, whichever is later.

**PERFORMANCE STATEMENT/ CLIENTELE/LIST OF USER ( FORM NO 4)**

**Attached separate sheet in same format if above place is not sufficient**

Please find attached herewith our list of clients to whom we have supplied the same /similar equipment as required vide this Tender No \_\_\_\_\_ dt \_\_\_\_\_ for the item \_\_\_\_\_

SN	Name & Address of purchaser	Description and quantity of ordered equipment	Order No. and date	Date of delivery	Contact Person along with Tel. NO., Fax No. & e-mail address

**MANUFACTURERS' AUTHORIZATION ( FORM NO.5)**

**Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. In case of foreign manufacturer, scan copy can be accepted if supported by copy of original valid normal authorization to local distributor is submitted along with above format.**

The Director,  
National Institute of Animal Biotechnology (NIAB),  
D. No. 1-121/1, 4th & 5th Floors,  
Axis Clinicals Building, Opp. to Talkie Town,  
Miyapur, Hyderabad, Telangana, India - 500 049.

Sir,

We \_\_\_\_\_ who are established and reputed manufacturers of the equipment having factories at \_\_\_\_\_ (address of factory) do hereby authorize M/s. \_\_\_\_\_ (Name and address of Agent) on our behalf to submit a bid, negotiate and receive the order from you against your tender No. \_\_\_\_\_ dt. \_\_\_\_\_.

We hereby extend our full support, guarantee and warranty as per the Terms and Conditions of this Tender/PO (issued if any) for the goods and services offered by the above firm as per this tender.

Competent Authority to sign:  
Name, Designation :  
Date with stamp & seal of organisation:

**UNDERTAKING TO SUBMIT PERFORMANCE BANK GUARRNATEE ( FORM NO- 6)**

The Director,  
National Institute of Animal Biotechnology (NIAB),  
D. No. 1-121/1, 4th & 5th Floors,  
Axis Clinicals Building, Opp. to Talkie Town,  
Miyapur, Hyderabad, Telangana, India - 500 049

Sub:- Assurance for PBG

Sir,

We the Firm are participating in your Tender No \_\_\_\_\_

If our bid is accepted against this subject tender notice, we commit to provide a performance security for due performance of the contract as per NIAB policy/format/form and warranty-guarantee as per tender specification or agrees as per contract valid for 60 days more than the contract period.

Thank you.

**Date with stamp & seal of organization**

**TECHNICAL BID COMPLIANCE FORM (FORM NO 7)**

The Director,  
National Institute of Animal Biotechnology (NIAB),  
D. No. 1-121/1, 4th & 5th Floors,  
Axis Clinicals Building, Opp. to Talkie Town,  
Miyapur, Hyderabad, Telangana, India - 500 049

Sir,

Please find attached technical compliance statement as required vide this Tender No \_\_\_\_\_ dt \_\_\_\_\_  
For the item \_\_\_\_\_

Sr No.	Tender Specifications	Bidder's Specifications /Offer	Compliance (Yes/No)	Catalogue Page No/Bid Page No. on which compliance information is given & which is attached in the bid submitted.	Remarks/Deviation ( If any)

**\*\*\*\*\* Please note following very very important points \*\*\*\*\***

**An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications must be provided. If any deviation is proposed by the Bidder, the same must be clearly indicated and enclosed as deviation as per given format. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points of specification, failing this will result in rejection of bid.**

**The technical committee can ask for demo in NIAB (if required at the time of technical evaluation). If bid participating firm fails to arrange for demo, it will result in rejection of the bid on the ground of failure to arrange for demo. In case of demo is to be arranged at different place other than NIAB, all the incidental expenses of this arrangement has to borne by the bid participating firm.No Queries will be entertained for waive off for demo as it is in utmost interest of the organisation to make correct procurement as per end user requirement and use public fund in correct manner with avoid of risk of purchase of substandard material. As specification is essence of this purchase no comprise will be made in ascertaining the right quality of product as per requirement for NIAB.**

**PRICE BID FORMAT --- PRICE SCHEDULE 'A'**

**(To be utilised by the bidders for quoting their prices).**

Please prepare price bid on your letter head as per this format and upload it in with other required format.

Sr. No	Part Code/Catalogue with Description for main item as required for full functional without any optional accessories.	Qty	Unit	Each unit Price (currency)	Total Price (currency)
Final Cost including All					

\*\*\*\*\*

**Cost of any other optional accessories /spare/consumable  
Suitable/suggested by vendor which is not mentioned in tender.**

Sr No	Description	Cost per unit

## FORMAT OF PRICE BID --- PRICE SCHEDULE 'B'

Please print on your letterhead and Type / Fill in the following format and submit with technical /Price bid uploading with other required format.

Tender No :- NIAB/SP/2017-18/70

STANDARD WARRANTY OFFERED AS PER BID SUBMITTED = ( ) YEAR / YEARS

### **EXTRA WARRANTY / (CMC) COST (WITH PARTS /SPARES & SERVICE)**

#### **COST OF EXTRA WARRANTY AFTER STANDARD WARRANTY**

After completion of standard warranty (Extra Warranty/CMC )	Cost in RS (Incl all)	Remark if any
Extra warranty for 1 st year After completion of standard warranty		
Extra warranty for 2 <sup>nd</sup> year After completion of standard warranty		
Extra warranty for 3 <sup>rd</sup> year After completion of standard warranty		

### **AMC (Without any parts/spares-- only service/ maintenance support)**

#### **COST OF AMC**

**( NO SPARES/PARTS INCLUDED , ONLY SERVICE VISIT & PREVENTIVE MAINTENANCE)**

AMC After completion of Warranty period	Cost in RS (Incl all)	Remark if any
1 <sup>st</sup> yr of -- AMC		
2 <sup>nd</sup> yr of -- AMC		
3 <sup>rd</sup> yr of -- AMC		

#### **DECLARATION TO BE SUBMITTED WITH PRICE BID**

I /We the undersigned have read and considered all the above points carefully as per Chapter -3 before preparing the bid and noted all the points. The price bid will be prepared considering all the above points. The best possible break up of all the prices unit and total up to delivery and installation of the item in tender up to NIAB premise / location for delivery , standard & Extra Warranty , AMC has been mentioned in price bid. Prices quoted shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

Competent authority sign , date with stamp & seal of organization



#### **Electroporation specification.**

1. A simple user friendly system which enables nucleic acid substrates delivery not only to the cytoplasm, but also through the nuclear membrane and into the nucleus. In addition to DNA it should deliver RNA, miRNA, siRNA, mRNA, shRNA, peptides and small molecules into Nucleus as well as cytosol.
2. System should have 100 $\mu$ l Cuvette port and 16 well 20 $\mu$ l strip port in a single module for carrying suspension transfection experiment.
3. System should be able to transfect  $10^4$  to  $10^7$  cells per reaction in a sample volume of 20 $\mu$ l and 100 $\mu$ l.
4. System should have a capacity to deliver different programs simultaneously in single strip.
5. System should support transferability of protocol between different sampling ports ( 100 $\mu$ l cuvette and 16 well strip).
6. Electroporation technology should rely on the combination of device cell specific kits and optimized protocol.
7. Cuvettes should not have metal electrode as metal electrodes are known to cause cell death due to release of ion in the solution.
8. Allows for transfection of primary blood cells, stem cells, endothelial and epithelial cells, mammalian cell lines, Plasmodium etc.
9. System should come with pre-loaded program codes to support routinely used cell line transfection experiments.
10. System operating temperature, Environment: +15°C up to 40°C, non-condensing.

## OTHER IMPORTANT REQUIREMENTS WITH SPECIFICATION

- I. Only competent firm who can supply the material as per required specification should submit the Bid with supporting technical documents as the specification is essence of the this procurement. Technical Bid Compliance Form and information/ important points mentioned therein as per tender document along with supporting documents, product brochure / technical literature/Catalogue / product website details (if any) must be submitted along with Bid. If this is not submitted as per format mentioned in this tender document, the bid will be rejected with the reason (Failing compliance of Specification- OTHER REQUIREMENTS - (I) - and no correspondence will be made to firm in this regard & No queries will be entertained in this regard from firm. Simply mentioning complied/yes without supporting documents will result in rejection of Bid and blacklisting of firm from future participation of NIAB tenders.
- II. All the items requited to make required instrument functional must be quoted as main offer. No hidden cost should be mentioned as optional accessories. Optional accessories (if any) which is not related with making instrument functional, should be quoted separately.
- III. Local Service Support in Hyderabad with contact details & details of installations completed in Hyderabad of the similar model should be submitted along with your bid.
- IV. Extended Comprehensive Warranty (**with** spares& Service) for 3 years and AMC (**without** spares only service support) for 3 years for the instrument/item required /as per this NIT should be quoted separately by the firm as per format given of price Bid as per Price Schedule B mentioned in this NIT . This is over &above of standard warranty/ AMC offered for further 03 years.
- V. If any brand is mentioned in the specification it means that brand or substantially equivalent brand to be supplied / can be considered.

(How to find NIAB tenders in CPPP website.)	
You can find our tenders on CPPP website under following link and selection mentioned below  Go to website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> then click <a href="#">Tenders by Organisation</a> and then click Organisation Name --- <b>Department of Biotechnology</b> -- you will find NIAB Tenders.	Also Tender link is available on NIAB website.  Go to <a href="http://www.niab.org.in/Default.aspx">http://www.niab.org.in/Default.aspx</a> then click (Tenders ) then click ( <a href="#">The following tenders may be viewed on the website of Central Public Procurement Portal</a> )

For any queries you can send E mail to us [santosh@niab.org.in](mailto:santosh@niab.org.in), [spm@niab.org.in](mailto:spm@niab.org.in) .