



राष्ट्रीय पशु जैव प्रौद्योगिकी संस्थान
National Institute of Animal Biotechnology



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

STORES AND PURCHASE SECTION

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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 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 or website of CPPP 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. 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

CHAPTER NO	PARTICULAR
1	NIT/DETAILS OF REQUIRMENTS /EMD/TENDER FEES/IMPORTANT DATES
2	INFORMATION FOR BIDDERS (PART-1)
3	INFORMATION FOR BIDDERS (PART-2)
4	GENERAL CONDITIONS OF CONTRACT
5	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)
6	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	Engagement of Comprehensive Service Provider (CSP) for imported consignments and import/export related service. (Detailed Specifications in Chapter 6 at the end of document)	As per NIT/Specification	NIAB/SP/2018-19/13	<u>SINGLE BID</u> <u>ONLINE</u>

TENDER EMD (REFUNDABLE)	Rs 50000 /-	Tenders without TENDER PROCESSING FEES / EMD (if applicable) will be rejected.
<u>TENDER PROCESSING CHARGES</u> (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)	Rs 1500 /- (No exemption to any) <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>	
MODE OF PAYMENT OF EMD/FEES <u>(SCANNED COPY OF TENDER FEE AND EARNEST MONEY IS TO BE UPLOADED ONLINE AT THE TIME OF SUBMISSION OF BID)</u>	Demand Draft of any nationalized/commercial bank. Please mention firm name & 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 & Time as mentioned in Critical Date Sheet.	
DD IN FAVOUR OF	<u>National Institute of Animal Biotechnology</u> payable at Hyderabad.	
DD TO BE SUBMITTED TO	Manager (Stores & Purchase) National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy, Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32	
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.		
PRE-BID MEETING (IF ANY)	08-10-2018 (at NIAB LGF, S&P Section at 2.30 pm NIAB Address mentioned in Page 1 of this document.)	
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 santosh@niab.org.in , spm@niab.org.in 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.		
CRITICAL DATE SHEET (Please strictly adhere to the dates mentioned in this document.		
Tender Published Date	28-09-2018 (As per CPPP portal time)	
Bid Submission Start Date	28-09-2018 (As per CPPP portal time)	
Bid Submission End Date	20-10-2018 (at 14.00 hrs)	
Bid Opening Date	22-10-2018 (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: https://eprocure.gov.in/eprocure/app .
2	<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 & Price Bid ready before starting the procedure.</u>
3	The bidders can enroll 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 get complete information.
4	Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
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 https://eprocure.gov.in/eprocure/app 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	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 http://eprocure.gov.in .

CHAPTER – 3

INFORMATION TO BIDDERS -PART-2

SN	DETAILS
1	BIDDERS ELIGIBILITY / QUALIFICATION / REQUIREMENTS
	<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. 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&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&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	OPENING OF BIDS
	<p>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).</p> <p>In case of TWO BID system, the bid is required to be submitted in TWO PARTS. One part is the Technical Unpriced Bid (PART-I) and the other part is the Price / Financial Bid (PART-II). In two bid system -----In the first instance, the Technical Bids (PART-I) will be opened. Final selection of the Technical Bids will be based on the Technical Evaluation by the authorities of NIAB. The Price Bid of only those Technical Bid(s) are found technically suitable will be opened subsequently by informing to qualified vendors.</p>
3	LANGUAGE OF BID
	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	DOCUMENTS COMPRISING THE TECHNICAL BID
	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	BID PRICES
	Please read points given in NIT before preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE ‘A’ & PRICE SCHEDULE ‘B’ if any after considering all the points.
6	DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS
	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	DOCUMENTS ESTABLISHING GOOD’S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

	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	EARNEST MONEY DEPOSIT (EMD)/TENDER FEES (if any)
	The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) / TENDER FEES (if any) 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	PERIOD OF VALIDITY OF BIDS
	Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser
10	NEGOTIATIONS
	Negotiations, if any and at all done, shall be held with only the lowest technically Qualified evaluated responsive bidder.
11	PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
	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.
12	PURCHASER'S RIGHT TO VARY QUANTITY, ADD SPECIAL TERMS IF REQUIRED AT THE TIME OF AWARD OF
	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.
13	JOINT VENTURE, CONSORTIUM OR ASSOCIATION
	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.
14	DISQUALIFICATION OF TENDERS
	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.
15	PRELIMINARY EXAMINATION /EVALUATION & COMPARISON OF BIDS
	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.

METHOD OF EVALUATION

TO AWARD THE CONTRACT FOR THIS NIT .

Technical Marking Points (A)

SN	Point	Description	Marks
1	Specification of requirement	Technical Specification adherence as per bid submitted, Quality of Make /Material Quoted as per BID.	
2	Past Supply/work experience	Overall company profile Past supply , Quality of past Supply completed, delivery schedule , completed contract , value of contract, Customer feedback , work done for Govt /Autonomous /semi Govt organization etc as assessed by committee constituted by competent authority.	
3	Company Profile	Technical expertise HR ,service support of company, Project handling skills, professional membership , standards certification , Average/Annual turnover, financial strength & status, bank solvency of firm.etc	
4	Technical presentation	Technical Presentation to committee about requirement /features of products/ plan /execution of work / Layout, sample module/demo , plan of work etc as & if required by NIAB	
		Total	100
Part A			40 % of Above total Marks

Considering above points, firms are informed to submit all relevant supporting documents which will give them better marks in above technical criteria.

Financial Marking Points (B)

The price Bid will be opened. Ranking will be done as L1 ,L2,L3,L4etc on total cost basis & L1 will be the lowest cost of all . Then L1 will be given 100 Marks. $L2 = (L1 \text{ cost} \times 100) / L2 \text{ cost}$. and like L3 , L4 marks will be calculated.

Part -B 60 % of Above total Marks

Total Marks = Part -A+ Part -B mentioned as above will be calculated.
Firm getting highest marks (Part -A+ Part -B) will get contract

16 **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. Considering above points, firms are informed to submit all relevant supporting documents which will give them better marks in above technical criteria. Please Quote best discounted price. This will be helping the firm in getting this contract.**

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 / criteria as revised 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 cannot be claimed under the MSME status of Indian arm / subsidiary.
- 5 UAM number :- Udyog Aadhar memorandum (UAM) number issued by MSMS , Copy of Registration Certificate issued by NSIC, 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.

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 but not Rs 1500/-processing charges which is mandatory for all. 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.

This Tender document is free of cost and no tender fees is applicable. EMD exemption is as rules mentioned herein.

TENDER PROCESSING CHARGES Rs 1500 /- in this NIT is mandatory for all firms and not exempted to any firm.

CHAPTER 4
GENERAL CONDITIONS OF CONTRACT

SN	DETAILS
1	DEFINITIONS
	<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	SUPPLIER’S RESPONSIBILITIES
	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.
3	SUB-CONTRACTS
	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
4	CONTRACT PRICE
	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.
5	COPY RIGHT
	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
6	PATENT RIGHTS
	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.
7	INSPECTIONS AND TEST
	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.
8	PACKING
	<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>PACKING INSTRUCTIONS Each package will be marked on three sides with proper paint/indelible ink, the following: Purchaser Name & Address, Item Nomenclature, Order/Contract No. ,Country of Origin of Goods ,Packing list reference number</p>
9	AMENDMENTS
	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.
10	DELIVERY AND DOCUMENTS
	<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</p>

	<p>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"> i. 3 copies of the Supplier invoice showing Order/contract number, goods' description, quantity, unit price, total amount; ii. Acknowledgement of receipt of goods from the consignee(s) by the transporter; iii. Insurance Certificate if applicable; iv. Manufacturer's/Supplier's warranty certificate; v. Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; a vi. Certificate of Origin. vii. Two copies of the packing list identifying the contents of each package. viii. Airway Bill / Bill of Lading <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	INSURANCE
	<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	TRANSPORTATION
	<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	STANDARDS
	<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	WARRANTY
	<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	TERMS OF PAYMENT

	<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 & successful installation by way of DEMAND DRAFT / Foreign Demand Draft (FDD)/ Wire Transfer as per NIAB Order Terms & conditions. For Indigenous Items Payment will be made after delivery and installation. 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. The following documents shall be required by the Purchaser for payment. 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	<p>EXTENSION OF TIME</p> <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	<p>PENALTY CLAUSE</p> <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	<p>TERMINATION FOR DEFAULT / INSOLVENCY</p> <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	<p>NOTICES</p> <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	<p>SITE PREPARATION AND INSTALLATION</p> <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	<p>TAXES AND DUTIES</p> <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	<p>INCIDENTAL SERVICES</p> <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	<p>SPARE PARTS</p> <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 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.</p>
24	<p>PERFORMANCE SECURITY</p>

	<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 & 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. OR</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	<p>FRAUD AND CORRUPTION</p>
	<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	<p>SETTLEMENT OF DISPUTES</p>
	<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 & 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	<p>APPLICABLE LAW</p>
	<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.

NIAB/SP/2018-19/13

Part-1 (Fees/Technical/Financial /Other Forms)

(All below documents, as one pdf. File)

IT IS SINGLE BID ---- THERE IS ONLY COVER -1 --- FEE/PRE QUAL/TECHNICAL/FINANCE

Keep this 1st -5th documents scanned as only one pdf file ready for upload before start applying for tender.

Sr No/sequence of Document / part of BID	Type of Document
1st Document	PRICE BID MUST BE FIRST DOCUMENT. QUOTATION ON YOUR LETTERHEAD, FORMAT OF PRICE BID - PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' (If any) / FINANCIAL BID / SCANNED QUOTATION ON FIRM LETTERHEAD GIVING TOTAL COST OF REQUIRMENT IN TENDER .
2nd Document	SCAN COPY OF DD (EMD /TENDER PROCESSING FEES/TENDER FEES AS APPLICABLE.) (If applicable) UAM number Udyog Aadhar memorandum (UAM) number issued by MSMS , 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.
3rd Document	TECHNICAL BID COMPLIANCE FORM & TECHNICAL DESCRIPTION / LITERATURE/CATALOGUE etc mentioned in this tender documents (NIT)
4th Document	ALL required FORMS mentioned in this tender documents (NIT)
5th Document	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/As Per Tender

Keep this 1-5 documents scanned as only one pdf file ready for upload before start applying for tender.

All above 1st to 5th documents in above sequence as only one pdf file.

(FORMS TO BE SUBMITTED ALONGWITH YOUR BID OTHERWISE YOUR BID WILL BE REJECTED)

FORM NO - 1

PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

The Director,
National Institute of Animal Biotechnology (NIAB),
Opp. Journalist Colony, Near Gowlidoddy,
Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32

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:

(FORM NO 2)
DETAILS OF LOCAL SERVICE SUPPORT

Location /Address of Service Centre :-

Name of Technical /In charge Person/Qualification :-

Phone/Fax/Email :-

Office Hours :-

Details of Service Facilities available :-

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

(FORM NO 3)

PRICE REASONABILITY CERTIFICATE

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.

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

(FORM NO 4)

PERFORMANCE STATEMENT/ CLIENTELE/LIST OF USER

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

SN	Name & Address of purchaser	Contract No. and date	Order	Period of contract	Contact Person along with Tel. NO., Fax No. & e-mail address

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

(FORM NO- 5)

UNDERTAKING TO SUBMIT PERFORMANCE BANK GUARRNATEE

The Director,
National Institute of Animal Biotechnology (NIAB),
Opp. Journalist Colony, Near Gowlidoddy,
Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32

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.

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

(FORM NO 6)
TECHNICAL BID COMPLIANCE FORM

The Director,
National Institute of Animal Biotechnology (NIAB),
Opp. Journalist Colony, Near Gowlidoddy,
Extended Q City Road, Gachibowli, Hyderabad, Telangana, India -32

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/presentation 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 . 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.

FORM NO -7
ORGANISATIONAL DETAILS

1	Name & Address of the applicant with Telephone No./Fax No./ Email ID	
2	Address of local office (in Hyderabad/India)	
3	Year of Establishment	
4	Legal status of the applicant (attach copies of original document defining the legal status) a) A proprietary firm b) A firm in partnership c) A limited company or Corporation / Joint venture / Consortia /Any other	
5	Names of Key executives with designation to be connected with this bid /Designation of individuals authorized to act on behalf the organization.(Contac No /E mail ID)	
6	Details of manufacturer /factory Name :- Address :-	
7	Has the bidder, or any constituent partner in case of partnership firm / limited company/ Joint venture, ever been convicted by the court of law ? if so, give details.	
8	Any other information considered necessary from your side but not included above.	
9	Confirm that the Bidder has not been banned OR delisted/blacklisted by any Government or Quasi Government agencies or Public Sector Units.	
10	Confirm that Bidder is not under Liquidation, court Receivership or similar proceedings.	
COMPETENT AUTHORITY NAME , SIGN & DATE WITH STAMP & SEAL OF ORGANIZATION		

FORM NO – 8
FINANCIAL INFORMATION

Date

To,
Director
NIAB Hyderabad

I the undersigned certify that the following details submitted is verified by me and is found correct.

LAST THREE YEARS DATA EXCLUDING CURRENT YEAR

S.No.	Financial / Accounting Year	Annual Turnover (Rs.)	Profit (Rs.)	Loss (Rs.)

**AVERAGE TURNOVER OF LAST THREE YEARS =
EXCLUDING CURRENT YEAR DATA**

COMPETENT AUTHORITY NAME , SIGN & DATE
WITH STAMP & SEAL OF ORGANIZATION

The details to be furnished must be supported by figures in balance sheet/profit and loss account and relevant authorized documents.

Or

Above form No - 9 on letterhead of your Chartered accountant can also be accepted in lieu of supporting documents.

FORM NO - 9

BANK SOLVENCY CERTIFICATE

Note: - Banker's certificate should be on letter head of the Bank and should not be more than 12 months old from the date of publication of tender.

Date:

To,
The Director
NIAB - Hyderabad

BANK SOLVENCY CERTIFICATE

We the **(Bank Name)** do hereby certify that **(Name of Firm)** having their Registered office at **(Registered Office Address)** is solvent to the extent of Rs. _____ Rs in _____ words _____) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of **(Name of Firm)** without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

Sign & Stamp of Bank Manager

Place:

Date:

FORM NO -10
PRICE BID FORMAT AND IMPORTANT INFORMATION

Please read following points carefully before submitting price bid.

The Price Bid comprises of the Format of Rates. There are various components under the Format of Rates. Each component has been assigned weightage of 60 % , based on the past data of two and half year's period in the Institute with regard to clearance of consignments and the likelihood of applicability of a few components in the near future. The formula for calculating value for each component under Format of Rates will be as per following.

$$\frac{\text{Lowest Charges}}{\text{Firms Quoted Charges}} \times 100$$

Each components value will be decided as per above formula. All will be totalled and 60 % weightage of that total will be calculated.

Technical evaluation will be done as per parameter mentioned in this NIT . All will be totalled and 40 % weightage of that total will be calculated.

Total Marks = Part -A+ Part -B mentioned as above will be calculated.
Firm getting highest marks (Part -A+ Part -B) will get contract.
Please read chapter no 3 , Method of evaluation and understand fully before submission of bid.
Considering that criteria s, firms are informed to submit all relevant supporting documents which will give them better marks in technical criteria and best discounted rates in price criteria to get highest mark to get this contract.
Please quote best discounted Charges Per consignment after reading & understanding maximum limit and Remark .Do not Quote beyond Maximum limit set by NIAB mentioned below.

PRICE SCHEDULE ‘A’

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

Format of Rates.				
SN	Description /Component	Maximum Limit for charges per consignment set by institute beyond which payment will be restricted. (No payment more than this limit if contract is awarded)	Remark Please read carefully	Charges Per consignment (Quote after understanding maximum limit and Remark
1	Agency commission / attendance Charges for custom clearance of imported items from custom department at any airport of India	Up to Rs 4500	Please Quote in percentage of Assessable value	
2	Agency commission / attendance Charges for custom clearance of imported items from custom department at any sea port of India	Up to Rs 5000	Please Quote in percentage of Assessable value	
3	Agency commission / attendance Charges At Foreign Post Office or co-ordination with Courier companies {UPS, FedEx, APS etc.)	Up to Rs 1500	Please Quote in RS. Per consignment	
4	Re-export Agency Commission (Repair/Replacement Cases)	Up to Rs 1500	Please Quote in RS. Per consignment	
5	charges for loading , unloading & local transport for Door Delivery to NIAB after custom clearance of item	As follows	Please Quote in RS. Per consignment	
	By Hand /Two wheeler /personal delivery	Up to Rs 2000	Please Quote in RS. Per consignment	
	4 wheeler vehicle (Medium Truck/Tempo/ van /lorry like Tata Ace etc	Up to Rs 3500	Please Quote in RS. Per consignment	
	4 wheeler vehicle Big Truck / Lorry	Up to Rs 4500	Please Quote in RS. Per consignment	
6	Door Delivery Charges for Highly Perishables the need dry ice or gel ice for preservation. Sensitive Chemicals / Radioactive / DGR items. Perishable shipments will have to be transported in refrigerated condition	Up to Rs 3500	Please Quote in RS. Per consignment	
7	Charges for Heavy consignment movement where Forklift / crane will be used. weight more than 200 kg etc	Up to Rs 4500	Please Quote in RS. Per consignment	

8	Courier /Documentations , xerox ,fax / Documents collection charges from NIAB	Up to Rs 100	Please Quote in RS. Per consignment	
9	sealing, file opening, strapping, loading, unloading and misc charges	Up to Rs 10 per Kg	Please Quote in RS. Per Kg	
10	CMC /EDI Charges, Documentation Fee, BE filing etc.	Up to Rs 150	Please Quote in RS. Per consignment	
11	DO Charges for console items (other than CIF/CIP)	Up to Rs 1500	Please Quote in RS Per consignment	
12	Discount Offered on Standard IATA Rates (For Forwarding Cases Only) Please indicate percentage for standard international airlines, Air India or National Carrier. These are standard applicable rates as on date of billing. Since POs may place on INCOTERMS 2010, any other charge in shipping country will NOT be paid separately for FCA (Int. Carrier) INCOTERMS	As per firms ability to offer.	Please Quote in percentage of standard IATA rates	

Any other charges not mentioned above in price bid will be paid as per Actuals on submission of proof. Receipts / supporting Vouchers of actual expenditure have to be produced along with your bill.

**COMPETENT AUTHORITY NAME , SIGN & DATE
WITH STAMP & SEAL OF ORGANIZATION**

PRICE SCHEDULE 'B'

Additional information to be submitted along with price bid. This will not be considered for evaluation criteria.

Point	Description	Rate /Cost per consignment	Remark if any
Govt. Levies and Statutory charges , please specify in detail charges per shipment (description & rate per shipment)			
Any other charges not mentioned above please specify in detail charges per shipment (description & rate per shipment)			

SN	Description	Rate /Cost per shipment	Remark if any
1	detention charges (if any)		
2	Dry ice Charges (if any)		
3	Tax Rate (As Applicable)		

**COMPETENT AUTHORITY NAME , SIGN & DATE
WITH STAMP & SEAL OF ORGANIZATION**

CHAPTER – 6

SPECIFICATION AND OTHER TERMS OF REQUIREMENTS

FORM B – TECHNICAL COMPLIANCE

TO BE SUBMITTED ALONGWITH OTHER DOCUMENTS OF BID.

MANDATORY TO SUBMIT THIS FORM OTHERWISE YOUR BID WILL BE REJECTED.

Point No	Description	Yes/No	Page No of Documents Submitted	Remark by NIAB	Bidder's Specifications /Offer /Remarks/Deviation (If any)
1	The duration of the contract will be for initially Three years, but the contract may be renewed for further Three years or more subject to satisfactory performance by CSP and consent of both parties of contract.			Undertaking as per format 'A' to be submitted on firm's letterhead. (Mandatory requirement/Prequalification without which your bid will be rejected)	
2	Amount of customs duty , DO ,Freight Charges : CSP must pay amount of Custom duty for a single consignment up to Rs. 2,50,000 /- ,DO charges up to Rs. 20,000 , Freight Up to Rs. 3,00,000 /- on behalf of NIAB and get it reimbursed from NIAB through the bills after clearance and receipt of consignments at NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead. (Mandatory requirement/Prequalification without which your bid will be rejected)	
3	All statutory Charges/levies in process of clearance will only be paid/reimbursed on the production of the receipts / vouchers for the same. No Advance will be given by NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
4	Minimum experience is Six years mandatory in this filed. The CSP must have experience of minimum Six years in its own name in the field of customs clearance, forwarding and consolidation. Experience relating to Hi-Technology Equipment, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. will be preferred in any similar Educational Institution, private reputed organisation or any other			Proof to be enclosed (Mandatory requirement/Prequalification without which your bid will be rejected)	

	similar Government institutions, Health Institutes and University ,IIT . CSIR etc., during the last Six years, especially clearing consignments under Notification No.51/96-Customs and its subsequent amendments.				
5	Solvency Certificate issued by a Nationalized /Schedule /commercial Bank for Rupees 25 Lakh within last 01 year date from the tender publishing date.			Proof to be enclosed	
6	Firm should have Valid Consolidation and Registration certificate with customs for import consolidation/Custom House Agent (CHA) License, Port License, IATA and FIATA registration CHA registration must have been use for a minimum of Five years at Hyderabad Customs (Airport/Seaport). Freight forwarding offers through third party/sister concerns etc. will not be accepted.			Proof to be enclosed (Mandatory requirement/Prequalification without which your bid will be rejected)	
7	Copy of the (a) PAN CARD /(b) Service Tax Registration /GST Registration, (c) Trade License Certificate and (d) Professional Tax Certificate, if any, issued by Hyderabad Govt. must be attached.			Proof to be enclosed	
8	CSP must have valid CHA, IATA, MT O (M u l t i m o d a l T r a n s p o r t e r L i c e n s e i s s u e d b y D G S h i p p i n g , G o v t . o f I n d i a) other essential licenses and FIATA membership . Copies of documents should be enclosed. Freight forwarding offers through third party/sister concerns etc. will not be accepted .			Proof to be enclosed (Mandatory requirement/Prequalification without which your bid will be rejected)	
9	Audited Annual Turnover for the last 3 years should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.			Proof to be enclosed	
10	The Agency should be ISO certified. Copy must be attached.			Proof to be enclosed	
11	The Firm must have office based at Hyderabad.			Proof to be enclosed (Mandatory requirement/Prequalification	

				without which your bid will be rejected)	
12	The bidders must have at least 2 valid contract in hand with any reputed Organizations and a copy for evidence to this effect should also be furnished with their Organizations and a copy for evidence to this effect should also be furnished with their respective bid failing which the bid will be rejected straightway.			Proof to be enclosed (Mandatory requirement/Prequalification without which your bid will be rejected)	
13	The bidders should have at least 1 valid contract in hand and at least 3 past contract from last 7 years for any Govt. Organizations /IIT /CSIR labs /Govt. /autonomous research organization and a copy for evidence to this effect should also be furnished with their Organizations and a copy for evidence to this effect should also be furnished with their respective bid failing which the bid will be rejected straightway.			Proof to be enclosed (Mandatory requirement/Prequalification without which your bid will be rejected)	
14	The agencies who are ready to serve both services (Forwarding & Clearance) will be accepted. Quotation for only one service will not be entertained.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
15	Re-export and re-import: CSP may be required to export certain items for repairs or replacement, which may be re-imported after repair. CSP should undertake completion of all the formalities with the customs authorities for this purpose.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
16	In case where the consignments are highly perishable in nature, CSP will have to arrange dry-ice stuffing (including procurement and filling-up) of the consignments at the storage place at the airport/post office on its arrival and till their clearance and delivery at NIAB. CSP has to get Perishable/dangerous consignments cleared within 24 hours of arrival and deliver them at NIAB at the earliest possible time, after clearance. In case, perishable consignment is			Undertaking as per format 'A' to be submitted on firm's letterhead.	

	damaged on account of insufficient dry ice during storage, clearance or transportation, CSP will be held responsible for the damage and the loss will be recovered from the payments due.				
17	The Firm must also have clearing arrangements in Bengaluru, Chennai, Delhi Mumbai as some shipments may be required to be cleared from these cities. The Firm should have facilities to also undertake clearance and delivery of post parcels as and when required by NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
18	Perishable shipments will have to be transported in refrigerated condition immediately after clearance from Airport to NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
19	CSP should have good reputation in the market, must have good rapport with the custom authorities to avoid/minimize delay in custom clearance, and not refer petty matters to NIAB			Undertaking as per format 'A' to be submitted on firm's letterhead.	
20	<p>CIF/CIP shipments: Purchase Orders are placed with foreign suppliers on CIF/CIP basis. CSP shall arrange to liaise with the supplier carrier for clearance and delivery of consignments at NIAB. FOB/FCA shipments: Purchase Orders are also placed with foreign suppliers on FOB FCA basis. CSP's console airfreight rates must be based on FOB FCA shipments i.e. from shipping Airports in the exporting country to Hyderabad Airport . Inland handling forwarding Charges in the exporting country will not be separately payable by NIAB. EX-WORKS shipments: In case the foreign supplier agrees to supply the goods on Ex- works basis only, CSP shall arrange collection and shipment of the consignment from the foreign supplier to NIAB Hyderabad, Inland handling I forwarding Charges in the exporting country will be reimbursed by NIAB.</p> <p>Copy of the order placed by</p>			Undertaking as per format 'A' to be submitted on firm's letterhead.	

	NIAB on foreign supplier will be forwarded to CSP. It is the sole responsibility of the CSP to follow up the matter with its foreign associates and foreign supplier to ship the goods with in delivery schedule.				
21	CSP should have network of cargo forwarding I consolidating agents in at least 20-25 countries like USA, UK, Germany, Japan, France, Switzerland, Hong Kong, Canada, Norway, Sweden, Austria, Ireland, Singapore, Denmark, Italy , The Netherlands (Holland) etc. Rates for forwarding I consolidation should be specified with reference to the Air India - IATA rates from respective countries of import to Hyderabad I Chennai airport. Where Air India flights are not available then IATA rates of the national airline of that country would be considered. Consignment will be required to be shipped in the first available console of any airline. Under no circumstances should these rates exceed than those specified in latest issue of the IATA Tact Book.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
22	Safe custody of consignments cleared is the responsibility of CSP till they are delivered to NIAB. CSP may also be required to arrange and obtain insurance policy for FOB/FCA consignments on behalf of NIAB, particularly for items shipped through sea and assist in processing and liaison of claim(s), if any, lodged by NIAB in the event of any damage, etc. Short landing: Whenever any Short landing Cargo is noticed, CSP shall file "Not found" or "Not traceable" notice with the Airport Authorities, obtain 'Not Traceable Certificate', and also lodge formal claim with the Airport Authorities/airl ines concerned with all necessary documents under intimation to NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
23	Inspection of packages and insurance survey: It is incumbent on CSP to carefully examine all the packages marked for customs examination of each consignment with the respective invoices and measurement and packaging list etc. If, at the time of physical examination of the consignment, any damage or loss of goods is noticed, the same shall be immediately brought to the notice of			Undertaking as per format 'A' to be submitted on firm's letterhead.	

	NIAB and also arrange an Insurance Surveyor for surveying the consignment. CSP will pay fee of the Surveyor and bear expenses for carrying on the survey and the expenditure will be reimbursed to CSP on submission of valid receipts				
24	CSP shall maintain close liaison regularly with NIAB. CSP shall arrange collection of documents whenever telephonically informed. CSP shall take immediate steps for finalization of the BE from time to time and shall see that they are filed with the customs authorities. CSP shall arrange one of its employees to be in contact with concerned staff of Purchase Department of NIAB. The representative of CSP shall make all necessary arrangements in advance for proper handling and delivery of consignments at the Destination I site for installation.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
25	Delay in filing documents: CSP shall be responsible for any delay in filing BE with customs authority and/or not notifying NIAB of discrepancy, if any, in the documents . The storage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of CSP will have to borne by CSP. Further, CSP will have to make good loss/damage, if any, suffered by NIAB on account of delay due to deficiency or negligence of service attributable to CSP in filing BE and/or clearance of consignments .			Undertaking as per format 'A' to be submitted on firm's letterhead.	
26	Safe custody of Duty Exemption Certificate (DEC): CSP shall be responsible for safe custody and proper use of DEC provided to CSP by NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
27	Delivery of consignments and arranging labour for unloading: CSP shall arrange delivery of the consignments at the earliest possible point of time. Delivery to be effected during working hours, as far as possible. In respect of perishables I urgent consignments (as intimated by NIAB), NIAB will accept delivery beyond office hours and on all holidays. CSP shall arrange requisite manpower for unloading, shifting, or moving the consignments, at NIAB.			Undertaking as per format 'A' to be submitted on firm's letterhead.	

28	<p>CSP not blacklisted by or in dispute relating to service with any organization: CSP should not have been blacklisted by any Government organization . CSP should also not be involved in any kind of service related dispute with any client organization . An undertaking to this effect should be enclosed. Non-disclosure of such information will result in terminate of this contract without any notice, imposition of penalty to the extent of damage incurred during the subsistence of contract , and also recovery of the outstanding amount.</p>			<p>Undertaking as per format 'A' to be submitted on firm's letterhead.</p> <p>(Mandatory requirement/Prequalification without which your bid will be rejected)</p>	
29	<p>CSP not in legal dispute with NIAB: CSP should not have any pending legal dispute with NIAB as NIAB is interested in very reliable and professional services. 28. Non-interruption of service: Should any dispute of any nature arise, CSP shall continue its services as provided in this contract , if required by NIAB, during pendency of the dispute.</p>			<p>Undertaking as per format 'A' to be submitted on firm's letterhead.</p>	
30	<p>Customs query: CSP shall equip itself in advance with all necessary information that may be required for answering customs queries. CSP shall take all necessary steps to answer both oral/verbal and written queries without any delay. In case of need of clarification from NIAB, the queries may be communicated to NIAB on the day the queries are raised. Storage charges incurred on account of delay in communicating the queries to NIAB shall be borne by CSP and further, damage caused to NIAB due to the above said delay shall be made good by CSP</p>			<p>Undertaking as per format 'A' to be submitted on firm's letterhead.</p>	
31	<p>NIAB shall make every effort to examine and arrange payment of bills within 30 days of receipt. However, delay in settlement of payments shall not be accepted as valid ground for CSP to delay clearance of consignments and/or make any advance payment to CSP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of NIAB, will have to be borne by CSP. All the bills will</p>			<p>Undertaking as per format 'A' to be submitted on firm's letterhead.</p>	

	be admitted by NIAB only for the sums entitled under this contract. NIAB does not undertake to communicate, to CSP, reasons for partial or non- admission of one or more claims made in the bills.				
32	It is specifically made clear and understood that this contract shall not vest exclusive rights to the CSP to provide services to NIAB during the tenure of this contract. NIAB may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services etc.			Undertaking as per format 'A' to be submitted on firm's letterhead.	
33	<p>While awarding the contract the successful bidder should give the undertaking letter stating that all shipments (except CIF/CIP cases in which insurance & freight is part of the seller responsibility) coming through your freight forwarding agent & consolidation arrangement.</p> <ul style="list-style-type: none"> • CSP to bear the applicable insurance charges to such shipments from seller warehouse (or place of first handover to your overseas freight forwarding agent) to NIAB within your quoted rates subject to providing of authorization on this behalf by NIAB. • Demurrage Charges related to such shipments to be borne by CSP. • Where port of shipment is not mentioned, air freight not exceeding Air-India freight from that port of shipment to Hyderabad / Chennai /Mumbai, as the case may be, shall be admissible. 			Undertaking as per format 'A' to be submitted on firm's letterhead.	
34	<p>Rates so quoted shall be considered fixed for three years except revision of statutory levies or levy of new charges/duties, subject to production of copies of relevant notifications.</p> <p>Conditional rates and/or discounts will not be accepted and the offer shall be summarily rejected as commercially non-responsive. If rates etc. are not mentioned in the desired format, offers shall be automatically stand rejected.</p>			Undertaking as per format 'A' to be submitted on firm's letterhead.	

Please use following Format A for submitting undertaking to be submitted on firm's letterhead.

Format ' A '

Undertaking for compliance of technical specification/ terms and conditions

Please refer following point no of the specification / terms and conditions mentioned above in chapter no 6 of this NIT.

Point no	Remark
	Accepted /Agreed /Complied

I have read this all above points carefully , and understood the same in all manner. I hereby given my consent for the same and undertaking that i accept all the above points. I am complying all terms and conditions and agrees to abide by the NIAB contract and conditions of this NIT.

Failure/false information about this at any stage, I hereby give full rights to NIAB to forfeit my EMD/SECURITY DEPOSIT/PBG submitted in response to this NIT.

Thank you

COMPETENT AUTHORITY NAME, SIGN & DATE
WITH STAMP & SEAL OF ORGANIZATION

You can type all above point Serial Numbers in one format only.
No need to make format A each for each separate point.

OTHER IMPORTANT POINTS WITH SPECIFICATION

Few of the conditions/ forms in this document may not be applicable for Service/Work /Non-Scientific items 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.

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

TENDER PROCESSING CHARGES Rs 1500 /- is mandatory for all firms and not exempted to any firm. This Tender document is free of cost and no tender fees is applicable. EMD exemption is as rules mentioned herein. Please read tender document carefully to avoid rejection of bid. No queries will be entertained for rejection of Bid due to non-following of terms and conditions of NIT.

For any queries you can send E mail to us santosh@niab.org.in, spm@niab.org.in