



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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Yellamma Temple , Near petrol Pump , RR District,
Hyderabad 500032.

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 :-cphp-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	Supply, Installation and commissioning of networking components for the campus wide of NIAB Campus. All details as per mentioned below. (Detailed Specifications in Chapter 6 at the end of document)	As per NIT/Specification	NIAB/SP/2018-19/23	<u>SINGLE</u> <u>BID</u> <u>ONLINE</u>

TENDER EMD (REFUNDABLE)	Rs NIL /-	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	
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>		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)
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)	25-10-2018 (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	16-10-2018 (As per CPPP portal time)	
Bid Submission Start Date	16-10-2018 (As per CPPP portal time)	
Bid Submission End Date	06-11-2018 (at 14.00 hrs)	
Bid Opening Date	08-11-2018 (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 45 % 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	55 % 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</p> <p>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/2018-19/23

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	Work /supply details	Purchase Order No. and date	Date of delivery /work completion	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.	
<p>COMPETENT AUTHORITY NAME , SIGN & DATE WITH STAMP & SEAL OF ORGANIZATION</p>		

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

PRICE SCHEDULE 'A'

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

Note: All quotes should be in INR only.

S.No	Particulars	Make	Qty	Unit	rate	Cost
A.	SUPPLY					
1	6 Core Fiber (Single Mode) (Armored Jelly Filled)	AMP/ Panduit / Molex/Legrand	3800	Mtrs		
B	Accessories					
2	HDPE Pipe (32mm) with couplers/connectors as required	ISI Standard	3300	Mtrs		
C	Installation and Commissioning					
1	Laying 6 Core Fiber (Server Room to Main Building Hub Rooms as per topology attached)		500	Mtrs.		
2	Underground Laying of 6 Core Fiber through HDPE pipe as per approved path by NIAB. (Server Room to Main Gate/ Animal Farm/Animal Farm Small/ Hostel)		3300	Mtrs.		
3	Labeling, Dressing, Testing and Documentation Charges		1	Job		
	Total cost					
	Taxes					
	Total Cost inclusive of all Taxes					

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

CHAPTER – 6

SPECIFICATION AND OTHER TERMS OF REQUIREMENTS

TECHNICAL COMPLIANCE (TC-1 to TC -3)

TO BE SUBMITTED ALONGWITH OTHER DOCUMENTS OF BID.

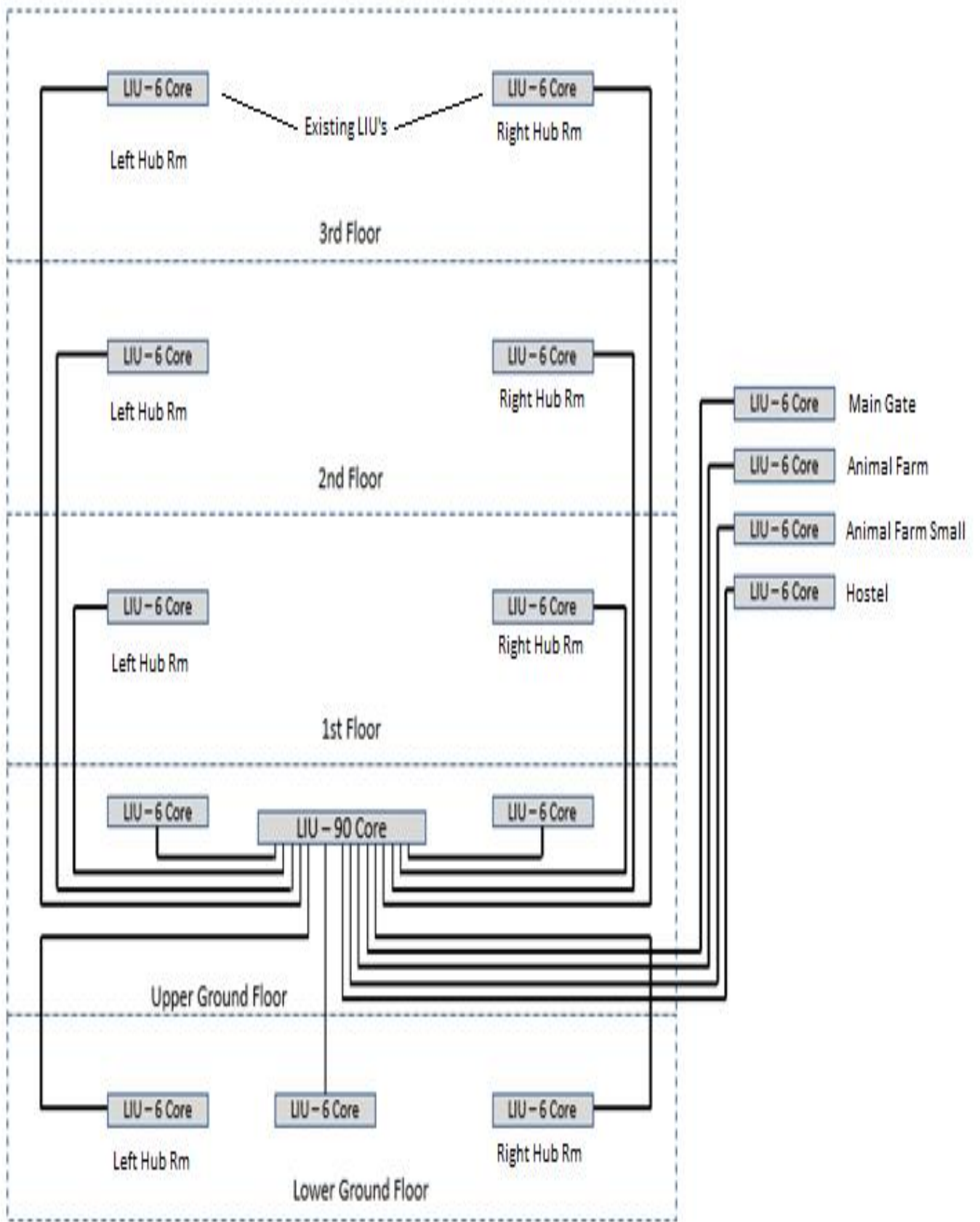
MANDATORY TO SUBMIT ALL THIS FORM OTHERWISE YOUR BID WILL BE REJECTED.

Requirement of NIAB :- Supply, Installation and commissioning of networking components for the campus wide of NIAB Campus. All details as per mentioned below.

FORM TC-1	MANDATORY TO SUBMIT ALL THIS FORM OTHERWISE YOUR BID WILL BE REJECTED		
<u>Optical Fiber Cable (Single Mode).</u> Uniformity of passive Components (Fiber) i.e should be of same make. The supplied fiber optic infrastructure shall be rated / ready for 10 GE operations. The OFC cable and components should conform to 10 Gigabit Ethernet standards and following standards are to be complied with:-			
<u>Make & Part Code:</u>			
<u>Specifications Item-wise</u>	<u>Details of Item Offered</u>	<u>Compliance to Spec - Yes/No</u>	<u>Remarks</u>
<u>Specification of Optical Fiber Cable</u>			
• Type of Cable: OS2 Single mode			
• Optical Properties			
• Attenuation			
• at 1310 nm \leq 0.34 dB/KM			
• at 1550nm \leq 0.22 dB/KM			
• Maximum Tensile Strength Short term: 1000N			
• Maximum Crush resistance Short term: 2000N/10CM			
• Operating Temperature: -10° C to + 70°C			
• Sheath : UV Stabilized HDPE			
• Over all Cable Diameter : 9.5 mm- 10 mm			
• Fibre Tube Identification : Single Tube			
• No. Of Elements : 5			
• Fibre Protection (Tubes) : Polybutylene terephthalate (PBT)			

<ul style="list-style-type: none"> Peripheral Strength Member : Two Steel Wires 			
<ul style="list-style-type: none"> Mass (Nominal) : 95 Kg/Km 			
<ul style="list-style-type: none"> Core Wrapping : Polyethylene Terephthalate 			
<ul style="list-style-type: none"> Inner Sheath : Polyethylene 			
<ul style="list-style-type: none"> Armouring: Copolymer Steel tape Armor 			
<ul style="list-style-type: none"> Sheath: HD Polyethylene (UV Stabilized) 			
<ul style="list-style-type: none"> Water Blocking: Thixotropic Gel 			
<ul style="list-style-type: none"> ROHS Complaint 			
<ul style="list-style-type: none"> ISO/IEC 11801: 2002 -2nd Edition, Type OS1 			
<ul style="list-style-type: none"> ITU-T REC G 652D spec for Low Water Peak fiber, TIA 568, EIA 455 			
<ul style="list-style-type: none"> AS/ACIF S008; AS/NZS 3080 			
<ul style="list-style-type: none"> Max. Bending Radius (during installation): 20D Max. Bending Radius (during full load): 10D 			
<p><u>Life of Cable:</u> The minimum expected life of the cable is not less than 25 years.</p>			
<p><u>HDPE Pipe</u></p> <ul style="list-style-type: none"> Size – 32mm Diameter Thickness – min.. 3 mm ISO Certification <p>Couplers/Connectors As required for HDPE pipe size</p>			
<p><u>Work Execution</u></p> <p>Digging of soil as required – min. 1 feet supply of the casing, PVC conduit, HDPE pipe, and GI pipe if required shall be as per the site requirement Supply of the casing/ PVC conduit/ GI pipe if required shall considered while quoting the tender as per the site requirement Couples/Connector for HDPE pipe should be considered as required.</p>			

OFC Layout Topology Supporting 10G Backbone Ready



FORM TC-2		MANDATORY TO SUBMIT ALL THIS FORM OTHERWISE YOUR BID WILL BE REJECTED		
S. No	Particulars / requirement criteria	Compliance Yes/No	Deviation if any	Remark of firm
1	The bidder should have executed at least one projects in India using the architecture and technologies similar/equal or greater scale value to those being proposed in their quotation against this tender. Purchase order copies of the same must be submitted with the technical bid.			
2	The bidder should have supplied to the Government or large Public Sector/Private Sector Organizations in India. Purchase order copies of the same must be submitted with the technical bid. Bidders should submit the satisfactory performance letter/certificate from their Clients, where they have done similar installations.			
3	The Bidder and OEM should have the presence in Indian IT Market at least from the last 5 years in same business with registered office and logistics facility for easy access and availability of upgrades in India to ensure the proper back-end support for smooth execution and post-sale support operations of such kind of geographically wide spread network.			
4	All vendors participating in this tender must visit the NIAB Campus site at Gopanpally/ Gachibowli behind Q-City for site survey and also meet with the NIAB IT team for detailed discussions and clarifications if any.			
5	All warranty and support must be serviced directly by the OEM or should be from a Authorized System Integrator Partner who is Authorized to Support the product quoted.			
6	In case the Bidder is a System Integration Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship and level of partnership with the Partner and authorization to the Partner to quote for this Specific tender Inquiry is to be furnished. One bidder can represent only one OEM. One OEM can authorize only One bidder. OEM authorization letter should be submit hard copy on OEM letter head quoting the tender reference number for which authorization is provided.			
7	The bidder must have a local logistics support by maintaining a local spares depot in the within the radius of 100 Km from Hyderabad. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator bidder.			
8	The bidder should have at least one service Center at Hyderabad. The company or tenderer should have experienced service engineers with at least 5 years' experience in the relevant field of quoted item. The firm should have at least one such engineer, stationed in Hyderabad.			
9	All quotations submitted must follow the prescribed format for technical compliance as in document below. Failure to do will result in the quotation being summarily rejected.			
10	One bidder can propose only one solution and the price bid for the same should be submitted. Quoting of multiple solutions with multiple price bids will result in the quotation being summarily rejected.			

11	All components quoted as a part of the proposed solution should carry a warranty of minimum 1-Year			
12	All the service & technical support must be provided by the OEM/bidder directly to NIAB.			
13	Post Warranty, Vendor should on call pay support till the life time of the passive components			
14	Product offered should not have end-of-life (for sales) for at least five years from date of submission of quotation.			
15	This new passive work is an extension of existing LAN architecture already available at NIAB campus. All the newly used passive components should be a integrated part of the existing LAN network. So, the bidders should make sure the entire passive setup (including the existing network) is working. As a part of commissioning, the bidder have to test and certify the entire site as working. OEM certification is not mandatory			
16	The successful bidder shall give an undertaking that internal IT infrastructure setup of NIAB shall not be disclosed to anybody.			
17	<p>Validity of Bids: Quotations must be valid for a period of 180 days from the date of opening of financial bid. Even though the date of opening of financial bid will be intimated to the technically qualified successful bidders, bidders to ensure the higher validity period. Bids with the shorter validity period are liable for rejection. Bidders should be able to honor the same price for next 180 days for any repeat orders.</p> <p>Delivery Period: Delivery Period should be 4 to 6 weeks from the date of purchase order. Once delivered to onsite, the installation, commissioning, calibration and acceptance testing period should be earliest from the date of delivery of equipment. The period of delivery will be counted</p> <p>Delay in Completion/ Liquidated Damage (LD):</p> <p>a) If the bidder/firm shall fail to deliver the system/components within the time specified in the contract/purchase order, the purchaser shall recover a penalty from the bidder/firm as liquidated damages @ 0.5% of order value per week will be charged for delayed period subject to a maximum of 10% of order value. System/components will be deemed to have been delivered only when all essential component parts are also delivered. If any essential components are not delivered in time the entire system/components will be considered as delayed until such parts are delivered.</p> <p>b) If the delay in the shipment of the ordered materials attributable to the bidder/firm exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the NIAB, Hyderabad shall have the right to cancel the contract/ purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.</p> <p>c) The same rate of penalty shall be applicable for late installation of the equipment/instrument also.</p> <p>d) Agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the NIAB, Hyderabad shall have the right to cancel the contract/ purchase</p>			

	<p>order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.</p> <p>e) The same rate of penalty shall be applicable for late installation of the equipment/instrument also.</p>			
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FORM TC-3	MANDATORY TO SUBMIT ALL THIS FORM OTHERWISE YOUR BID WILL BE REJECTED			
SL. NO.	FEATURES	Compliance Yes/No	Deviation if any	Remark of firm
1.0	Introduction			
1.1	SCOPE OF THE WORK:			
	Installation at NIAB Campus. Should Comprise of the following			
	(I) Supply, laying, installation, testing and commissioning of OFC cables, HDPE pipes.			
	The Requirement of items/ Equipment, its specification & configuration details are given in Annexure - A, B and C			
1.2	INSPECTION, TESTING AND COMMISSIONING:			
1.2.1	On completion of supply of the equipment under this contract, each item of the equipment shall be thoroughly inspected jointly by NIAB and the vendor.			
1.2.2	On completion of installation, the Cabling system and items shall be thoroughly inspected jointly by NIAB and the vendor for its completeness and correctness at the site of installation for the start of the acceptance test.			
1.2.3	All the network nodes is newly installed network will be tested to confirm the integrated operation of all the items to the desired level of performance. The network will be tested after configuring its use with the existing network.			
1.2.4	Hardware/software will be tested for a minimum of 7 days for checking the various features of the software/hardware before NIAB issues the certificate of successful commissioning			
1.3	WARRANTY AND CERTIFICATION			

1.3.1	Vendor shall provide warranty for trouble free operation of the network and devices for a minimum period of one year and individual components as specified after commissioning and successful testing and taking over.			
	Following aspects should be covered through warranty:			
	Testing and Replacement of any or all the parts of the cable in case of fault.			
1.4	SITE VISIT			
	The vendor may visit at NIAB Campus and obtain additional information at their own cost and responsibility with advance intimation			
1.5	COMPLETION OF WORK			
	The above specified network shall be installed and commissioned in full at the site within 4 to 6 weeks from the date of issue of the letter of award			
2.0	Technical Specifications			
2.2	CABLE LAYING TESTING AND COMMISSIONING SCHEDULE			
2.2.1	Installation			
	Supply, deliver, install, test and commission the above-mentioned specification.			
	Supply and install all the associated components as specified or required for the successful completion of the above.			
2.3	LAYOUT PLAN			
	The vendor would provide the final cabling route map at the time of handing over the same to the NIAB Hyderabad.			
2.4	GENERAL TERMS			
a	All the work shall be done in a thorough and conscientious manner according to EIA/TIA guidelines and industry standards and shall be subject to inspection and acceptance.			
b	Local regulations or codes shall be followed at all times. The contractor shall be certain that all the installation work areas are secure and made safe in accordance with health and safety regulations.			
c	An appropriate construction schedule shall be developed by the contractor and will be subject to approval of the NIAB Hyderabad.			

d	The contractor shall maintain a work area free of debris, rubbish, empty cable reels, scrap wire etc., and dispose of such items on a daily basis.			
e	The contractor shall take precautions to avoid damage to the campus premises and property and will perform restoration if any damage occurs.			
f	The contractor shall provide screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc. necessary to facilitate the installation of the networking system.			
g	The contractor shall be responsible for labeling all cables and cords, distribution frames and outlet locations, according to the industry standards. Labels should be Computer generated or type written.			
h	It shall be responsibility of the installation contractor to furnish any special installation equipment or tools necessary to properly complete the installation. This may include tools for terminating cables, testing and splicing equipment for copper / fiber cables, communication devices, jack stands for cables reels, or cable winches.			
i	The contractor shall not place any distribution cabling alongside power lines or share the same conduit, channel or sleeve with electrical apparatus.			
j	The contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded at any time during the placement of the facilities. Failure to follow the appropriate guidelines may require the contractor to provide the additional material and labor necessary to properly rectify the situation. This shall also apply to any and all the damages made to the cable by the installation contractor during the implementation.			
k	It shall be the responsibility of the contractor to make an inventory of all the materials upon its arrival at the customer's location and notify the customer of any missing components.			
l	The contractor shall be responsible for safe custody of the items handed over to him by NIAB any loss or wastage shall have to be made good by the contractor at his / her own cost.			
m	The contractor shall be responsible to fill all the pits dug by him / her and to clean all the ground, after completion of work, at his/her own cost. He / She shall give the site in "Tip-Top" condition on completion of the work.			
n	If the Contractor commits any violation of the above terms, NIAB shall claim such damages as it may deem fit and the decision of the Director, NIAB Hyderabad, in this matter, shall be final.			

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.

All compliance should be supported by concerned documentary proof /self-certification wherever required.

(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