


**STORES AND PURCHASE SECTION**

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

**BID DOCUMENT**
**NOTICE INVITING SEALED TENDERS/QUOTATIONS ( SINGLE BID)**

Director, NIAB, Hyderabad, invites sealed offers from reputed manufacturers or their authorized agents for the supply/ installation/ commissioning of the following items.

SN	Name of item	Qty.	Put this Ref. No. on the top of cover	Bid Type
1	<b>Liquid Nitrogen Preservation System</b>  <b>(Detailed Specifications in Chapter 6 at the end of document )</b>	1 No	NIAB/SP/2014-15/14 dt. 12-09-2014	<b><u>SINGLE Bid</u></b>

<b>TENDER EMD (REFUNDABLE)</b>	<b>Rs Nil /-</b>	Tenders without TENDER FEES / EMD (if applicable) will be rejected.
<b>TENDER FEES (NON - REFUNDABLE)</b>	<b>Rs 500 /-</b>	
<b>MODE OF PAYMENT OF EMD/FEES</b>	<b>Demand Draft</b> of any nationalized/commercial bank.  Demand Draft must be enclosed along with the quotation. Please mention firm name & contact no, tender ref no backside of demand draft.	
<b>DD IN FAVOUR OF</b>	<b><u>National Institute of Animal Biotechnology</u></b> payable at Hyderabad.	
<b>TENDERS TO BE SUBMITTED TO</b>	Stores & Purchase Manager National Institute of Animal Biotechnology (NIAB), D. No. 1-121/1, 5 <sup>th</sup> Floor, Axis Clinical Building, Opp. to Cine Town, Miyapur, Hyderabad, Telangana , India - 500 049	
<b>LAST DATE &amp; TIME FOR SUBMISSION</b>	<b>27-09-2014 up to 14.00 hrs</b>	Please strictly adhere to the dates / times mentioned in this document.
<b>DATE &amp; TIME FOR OPENING OF TENDER</b>	<b>27-09-2014 at 14.30 hrs</b>	
<b>PLACE OF OPENING</b>	Store and Purchase section - NIAB , Hyderabad	
<b>PRE-BID MEETING ( IF ANY )</b>	<b>No Pre-Bid meeting. (Contact information given at the end of this document for queries (if any) about tender.</b>	

The objective of Pre-Bid Meeting is to provide a platform for clarifying issues and clearing doubts, if any, about the specification and other allied technical / commercial details of the bid document. This is also an opportunity to question the bidding conditions and the bidding process. Bids should be submitted only after the PBM if any so as to take care of the changes made in the bidding document. The prospective PBC participants should inform their intention to participate and send written queries at the email [santosh@niab.org.in](mailto:santosh@niab.org.in), [spm@niab.org.in](mailto: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.

## **BID DOCUMENTS CHAPTERS**

**Chapter 1: Instructions to Bidder**

**Chapter 2: Conditions of contract**

**Chapter 3: Price Schedule (To be utilised by the bidders for quoting their prices)**

**Chapter 4: Contract Form / Purchase Order Format**

**Chapter 5 : Standard Forms, ( To be submitted by the bidders )**

**Chapter 6: Specifications and Allied Technical Details of the Goods and Services**

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**Please refer to the detailed specifications & important points / clauses / terms and conditions mentioned in this document as per above chapters. Please read all points of BID Document very carefully before submission of your bid.**

### **This Tender/Bid shall be submitted in Single Bid**

**Single bid means total offer/bid/Quotation with EMD / Tender Fees (if applicable), all terms and conditions, price quote & technical literature/details etc. required formats in and as one single document & in One Single Envelope.**

**Please Check and submit all forms and formats to be submitted with quotations as per chapter No 5. Offers/BID without this shall be summarily rejected. The price bid should be prepared after considering all the points in chapter -3 as well as after reading instructions /conditions given in Chapter -1 & 2 particularly with points respect to warranty, insurance, payment term, basic and optional accessories etc.**

**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 as per Policy/Committee recommendations of NIAB for which no claim from whomsoever will be entertained.**

**Sd /-  
Manager (Stores & Purchase)  
For Director , NIAB**

## CHAPTER – 1 : INSTRUCTIONS TO BIDDERS

SN	DETAILS
1	<p><b>BIDDERS ELIGIBILITY / QUALIFICATION / REQUIREMENTS</b></p> <p>This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender.</p> <p>Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Director, NIAB may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.</p> <p>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.</p> <p>The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&amp;D activities. The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&amp;D.</p> <p>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	<p><b>OPENING OF BIDS</b></p> <p>The bids will be opened in the presence of representatives of tenderers, if any. In case of unscheduled holiday occurs on the date of submission/opening, then next working day shall be the prescribed date of submission/opening. Tenders received after the due date and time will not be entertained and rejected. Wrongly referenced / enclosed quotations and Unsigned (wherever signature required) bids will be rejected summarily.</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. All the firms may be required to give a presentation if requested by NIAB. Final selection of the Technical Bids will be based on the Technical Presentation evaluated by the authorities of NIAB. The Price Bid (PART-II) will not be opened on the day of opening of Technical Bids. The Bidders representatives who are present shall sign the Quotation Opening Form evidencing their attendance. The Price Bid of only those Technical Bid(s) are found technically suitable will be opened subsequently. The Firm may kindly note that no payment for attending/ giving presentation will be made by this Institute.</p> <p>In case of SINGLE BID system, the bid is required to be submitted in ONE PART . Techno-Commercial &amp; 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 finally L1 bidder.</p>
3	<p><b>CONTENT OF BID DOCUMENT &amp; AMENDMENT</b></p> <p>The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The Bidder is expected to examine all instructions, forms, terms &amp; conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents will be at the Bidder's risk and may result in rejection of its bid. The prospective bidders are required to keep a watch on the NIAB website for any amendment to the tender document or to clarification to the queries raised by the bidders till 05 (five) days prior to the submission of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the tender document and amendments thereto if any for their completeness. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may also extend the deadline for the submission of bids and host the changes on the website of the purchaser.</p>

4	<b>LANGUAGE OF BID</b>
	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
5	<b>DOCUMENTS COMPRISING THE TECHNICAL BID</b>
	All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers, Please read points given in Chapter No- 5 , for all forms , Appx A, Checklist ,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.
6	<b>BID PRICES</b>
	Please read points given in <b>Chapter No- 3</b> before preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' after considering all the points.
7	<b>DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS</b>
	The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted. That the bidder meets the qualification criteria as per Bid document. In case a bidder not doing business within the purchasers' country, that the bidder is or will be represented by an agent in the country equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
8	<b>DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS</b>
	To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. To establish the conformity of the goods and services to the specifications, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data etc.
9	<b>EARNEST MONEY DEPOSIT (EMD)/TENDER FEES ( if any )</b>
	The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) / <b>TENDER FEES ( if any )</b> specified in the Bid document. This shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries. The Bid Security shall be payable promptly upon written demand by the purchaser in case the conditions in the Tender Documents are invoked. The Bid Security should be submitted in its original format. Copies shall not be accepted. The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security. The firms registered with DGS&D & NSIC, if any, are exempted from payment of EMD provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. The bid security may be forfeited. If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
10	<b>PERIOD OF VALIDITY OF BIDS</b>
	Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
11	<b>LATE BIDS /DEADLINE FOR SUBMISSION OF BIDS</b>
	Bids must be received by the Purchaser at the address mentioned above not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. NIAB does not take any responsibility for loss of Tender in transit sent by courier or any postal delays.  Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. Such tenders shall be marked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.
12	<b>WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS</b>
	A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice and is received by the Purchaser prior to the deadline for submission of bids. No Bid may be withdrawn in the interval between dead-line for submission tender document. Withdrawal bids will be returned to the bidder without opening of the same during the opening of technical bids. However, no withdrawal of Bids is permitted after the Deadline for submission. Nosuo-moto reduction in prices quoted by bidder shall be permitted



	after tender submission due date & time / extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid(s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for placement of Order.
13	<b>CONFIDENTIALITY</b>
	Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until placement of the Order.
14	<b>CLARIFICATION OF BIDS</b>
	To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
15	<b>PRELIMINARY EXAMINATION /EVALUATION &amp; COMPARISON OF BIDS</b>
	<p>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.</p> <p>For the bids surviving the technical evaluation which have been found to be responsive the evaluation &amp; 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. <b>Imported Vs. Indigenous Offers</b> - 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.</p> <p>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.</p>
16	<b>NEGOTIATIONS</b>
	Negotiations, if at all, shall be held with only the lowest evaluated responsive bidder.
17	<b>PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</b>
	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
18	<b>PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD</b>
	The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services originally specified in the Tender documents without any change in unit price or other terms and conditions.
19	<b>ORDER ACCEPTANCE</b>
	The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the supplier is not interested and his bid security is liable to be forfeited.
20	<b>JOINT VENTURE, CONSORTIUM OR ASSOCIATION</b>
	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
21	<b>DISQUALIFICATION OF TENDERS</b>
	Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice. Conditional quotations will be liable for rejection or may not be considered. Incomplete tenders /tenders without EMD will be liable for rejection. Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected. The Bidder should ensure that the prices are mentioned only in the Price Bid and nowhere in the Technical Bids in case of TWO BID SYSTEM.

## CHAPTER 2 - CONDITIONS OF CONTRACT.

SN	DETAILS
1	<b>DEFINITIONS</b>
	<p>In this Contract, the following terms shall be interpreted as indicated: The following words and expressions shall have the meanings hereby assigned to them:</p> <p>“Contract Price” means the price payable to the Supplier as specified in the Purchase Order, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. “Day” means calendar day. “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser as per the Purchase Order. “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier as per the Purchase Order. “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order. The final destination,” where applicable, means the place of delivery as indicated in the Purchase Order. “The Purchaser” is ‘The Director, National Institute of Animal Biotechnology (N.I.A.B), Hyderabad , Telangana.“The Purchaser’s country is “India”.</p>
2	<b>SUPPLIER’S RESPONSIBILITIES</b>
	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	<b>SUB-CONTRACTS</b>
	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	<b>CONTRACT PRICE</b>
	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	<b>COPY RIGHT</b>
	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	<b>PATENT RIGHTS</b>
	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	<b>INSPECTIONS AND TEST</b>
	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	<b>PACKING</b>
	<p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In order to maintain safety of the equipment, we prefer to have wooden crating with adequate cushion inside for transportation of any goods. The Material to be dispatched with International standard packing to withstand Rigors, and to avoid any transit damages.</p> <p><b>PACKING INSTRUCTIONS</b> Each package will be marked on three sides with proper paint/indelible ink, the following: Purchaser Name &amp; Address, Item Nomenclature, Order/Contract No. ,Country of Origin of Goods ,Packing list reference number</p>
9	<b>AMENDMENTS</b>
	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	<b>DELIVERY AND DOCUMENTS</b>
	<p>Delivery of the Goods and completion related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order/Maximum within 08 weeks.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order. The details of shipping and / or other documents to be furnished by the supplier are also specified in Purchase Order.</p>

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



15	<b>TERMS OF PAYMENT</b>
	<p>Payment Term will be finalized by NIAB Policy and remain mandatory for supplier. 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 by way of DEMAND DRAFT / Foreign Demand Draft (FDD) or Wire Transfer.</p> <p>Alternatively, by way of Confirmed Irrevocable Letter of Credit, for 100% Order value and 85 % of order value will be released against receipt of complete shipping documents and the balance 15% value will be released after successful installation acceptable to NIAB and submission of performance security.</p> <p>For Indigenous items Payment will be made after delivery and installation. For service contract /work order Payment will be made 90 % after delivery and installation. 10 % after submission of bank guarantee for warranty period.</p> <p>All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable. <b>The following documents shall be required by the Purchaser for payment.</b></p> <p>Signed commercial invoice in quadruplicate ,Certificate of Origin issued by the Beneficiary/ Concerned Chamber of Commerce , Insurance copies/ certificates ,Airway Bill / Bill of Lading Copy, Packing list indicating description of goods and quantity package wise in triplicate.</p>
16	<b>EXTENSION OF TIME</b>
	<p>Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.</p>
17	<b>PENALTY CLAUSE</b>
	<p>Subject to clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1 percent of the order value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract for Default</p>
18	<b>TERMINATION FOR DEFAULT / INSOLVENCY</b>
	<p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part</p> <p>If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser If the Supplier fails to perform any other obligation(s) under the Contract. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.</p> <p>In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action: The Performance Security is to be forfeited.</p> <p>The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.</p>
19	<b>NOTICES</b>
	<p>Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the other party's address specified in the Purchase Order.</p>
20	<b>SITE PREPARATION AND INSTALLATION</b>
	<p>The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after placement of Purchase Order. In compliance with the technical and environmental specifications Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the equipment, if required.</p>
21	<b>TAXES AND DUTIES</b>
	<p>Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the ordered Goods to the Purchaser at the final destination. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in order.</p>
22	<b>INCIDENTAL SERVICES</b>



	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.
23	<b>SPARE PARTS</b>
	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.
24	<b>PERFORMANCE SECURITY</b>
	<p>The successful Bidder must be ready to provide Performance security (10% of the order value unless mentioned otherwise) in the Performance Security Form provided in the Bid Document, within 21 days of the receipt of notification of award/purchase order from the Purchaser or/as mentioned in purchase order/contract awarded failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited &amp; the contract shall be deemed terminated. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>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. <b>OR</b></p> <p>(ii) Foreign Principals can also submit performance security directly on the prescribed format through any foreign or Indian bank having office preferably in Hyderabad (India) or in the form of Standby Letter of Credit which must be advised and confirmed by any bank in India located preferably in Hyderabad.</p> <p>The performance security/Standby LC will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security/SLC, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.</p>
25	<b>FRAUD AND CORRUPTION</b>
	<p>The purchaser requires that the bidder's suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:</p> <p>“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.</p>
26	<b>SETTLEMENT OF DISPUTES</b>
	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.
27	<b>APPLICABLE LAW</b>
	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.
<b>DECLARATION</b>	
I/We _____ have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein.	
Competent Authority to sign: Name, Designation : Date with stamp & seal of organisation	

### CHAPTER -3 PRICE SCHEDULE

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

**Please read following points before preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' after considering all the points.**

SN	Point	Description	Point Noted & complied
			<b>Mark ✓</b>
1	Price Breakup	<p>The Bidder shall indicate the unit prices, discounts rate / percentage and total bid prices of the goods it proposes to supply. All breaks up of price incl Packing, Transportation, Taxes, incidental expenses must be given up to satisfactory installation in NIAB premise.</p> <p>Vague terms like “packing, forwarding, transportation, taxes etc. extra” without mentioning the specific amount/percentage of these charges will NOT be accepted. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete / non-responsive.</p> <p>Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.</p>	
2	Quote for Complete item set up / functioning required as per specification.	Item quoted should be complete in all respects; any additional accessories required for instrument to operate /function should also be quoted as part of the instrument and should be supplied along with instrument. It should not be included in optional.	
3	Optional accessories / PC /UPS /stabilizer	The cost of accessories in optional should be quoted separately. List of all optional accessories with detail specification must be given with List price & discount.	
4	Bid Currencies	Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£) wherever possible for correct evaluation during comparison.	
5	For indigenous Items OR goods of foreign origin to be supplied in Indian currency	<p>Ex-factory / Ex-warehouse //Ex-showroom /Off-the shelf</p> <p>Excise Duty (if any) [%age &amp; value]</p> <p>Sales Tax/ VAT (if any) [%age &amp; value]</p> <p>Transportation , loading/ unloading and incidental costs till NIAB site</p> <p>Insurance charges (if any with period cover)</p> <p>Incidental services (including installation &amp; commissioning, and training) at NIAB site</p>	
6	For Imported items	<p>FOB price at sea/airport of Lading</p> <p>Insurance (Warehouse to warehouse basis )</p> <p>Freight</p> <p>CIP by Air/Sea at the port of Entry ( Hyderabad)</p> <p>If possible DDP value may please be quoted with consideration of Custom Duty amount as % of Net CIP (amount with CDEC as applicable) &amp; Custom Clearance &amp; Handling charges , incidental charges till satisfactory installation up to NIAB.</p> <p>The purchaser can place the order on FOB/ CIP or DDP basis.</p> <p>Export Packing, Loading Charges, and Inland Freight etc. In the shipper country will have to be paid by the Supplier. The Price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch to be payable by the Supplier. Items as per the Purchase Order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder in case of FOB order. The quoted price shall be deemed to include all taxes and duties/fee etc, that will have to be paid in the country of origin/export by the bidder.</p>	

		<p>Items are to be Packed, Marked &amp; Labelled as per international norms. Small individual boxes must be palletized for easy handling &amp; movement. State packing/ forwarding/ documentation charges etc. (each one) separately, if applicable.</p> <p>CIF/CIP rates for shipping items up to Hyderabad (India) preferably through AIR INDIA should also be mentioned. Even if the order is placed on CIF/CIP basis, bidder will have to only use the services of our nominated freight forwarding agent for the sake of operational convenience at the time of customs clearance at our end. This condition will be mandatory.</p>	
7	Comprehensive WARRANTY & AMC	<p>The charges for Annual CMC after warranty shall be quoted separately as per price schedule 'B'.</p> <p><b>Standard Warranty period must be quoted by firm otherwise it will be taken/assumed as 12 Months.</b></p> <p><b>Please quote for Extra Warranty After completion of standard warranty period.</b></p> <p><b>Do not club the cost of extra warranty in main item cost otherwise your bid will be rejected.</b></p> <ul style="list-style-type: none"> <li>➤ The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing &amp; calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next 3 (or as specified) years on yearly basis for complete equipment.</li> <li>➤ The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.</li> <li>➤ Cost of CMC will be added for ranking/evaluation purpose.</li> <li>➤ The uptime warranty will be 98% on 24 (hrs) x 7 (days) x 365 (days) basis.</li> <li>➤ The stipulation in technical specification will supersede above provision.</li> <li>➤ The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.</li> </ul>	
8	Taxes ,Custom duties etc.	<p>NIAB is exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. Hence Excise Duty and Customs Duty, if any, should be shown separately.</p> <p>Please mention the applicable taxes (VAT/Service Tax etc.) clearly. We don't issue any 'Form C' or 'Form D'.</p> <p>Custom bonded warehouse price should be quoted in case of imported item quoting INR. Instrument quoted should be complete in all respects.</p> <p>If there is no explicit mention about taxes in your offer, then quoted price will be deemed inclusive of all such taxes and no other charges except those mentioned clearly in the quotation will be paid.</p>	

**Please read above points before preparing Price Bid /Quotation and submit the same along with PRICE SCHEDULE 'A' & PRICE SCHEDULE 'B' given below after carefully reading /considering all the points.**

**PRICE SCHEDULE 'A'**

Sl.No	Description	Qty	Unit	Each unit Price	Total Price

**PRICE SCHEDULE 'B'**

**WARRANTY**

Name of item		
Qty		
<b>Extra Warranty</b> After completion of standard warranty	Cost in RS (Incl all)	Remark if any
1 <sup>st</sup> yr of --Extended warranty		
2 <sup>nd</sup> yr of -- Extended warranty		
3 <sup>rd</sup> yr of --Extended warranty		

**AMC**

Name of item		
Qty		
<b>EXTRA AMC</b> After completion of warranty period	Cost in RS (Incl all)	Remark if any
1 <sup>st</sup> yr of --Extended AMC		
2 <sup>nd</sup> yr of -- Extended AMC		
3 <sup>rd</sup> yr of --Extended AMC		

**DECLARATION TO BE SUBMITTED WITH BID**

**I /We the undersigned have read and considered all the above points carefully as per Chapter -3 before preparing the price bid and noted all the points. The price bid will be prepared considering all the above points. The best possible break up of all the prices unit and total up to delivery and installation of the item in tender up to NIAB premise / location for delivery , standard & Extra Warranty , AMC will be mentioned in price bid.**

**Prices quoted shall remain fixed during the entire period of contract and shall not be subject to variation on any account.**

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

**CHAPTER 4**

**CONTRACT FORM / PURCHASE ORDER FORMAT**

Instructions /Conditions as per this tender/Bid document and other special condition (if any, mutually agreed) is /will be part of the final contract/purchase order awarded to successful bidder. The supplier has to give written acknowledgement as acceptance to this format of contract/Purchase order. The format/details can be seen by successful bidder at NIAB Purchase Section.



## CHAPTER 5 STANDARD FORMS,

(To be submitted by the bidders)

**FORM -1**

*form must be submitted on firm letterhead and in original*

### BID COVERING LETTER

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

Sir,

We, the undersigned, declare that:

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 the tender Document

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 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.

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

**FORM -2**

*form must be submitted on firm letterhead and in original*

### DETAILS OF LOCAL / ANY OTHER SERVICE SUPPORT

Location /Address of Service Centre :-

Name of Technical /In charge Person/Qualification :-

Phone/Fax/Email :-

Office Hours :-

Service Facilities /list of similar type equipment's serviced in the past 3 years:-

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

**FORM -3**

*form must be submitted on firm letterhead and in original*

### PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discounted price to you for the Item required as per this Tender No \_\_\_\_\_ in our Quotation No. \_\_\_\_\_ date \_\_\_\_\_ for Currency/Value \_\_\_\_\_ as per quotation .

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

**MANUFACTURERS' AUTHORIZATION**

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

Sir,

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

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

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

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**TECHNICAL COMPLIANCE STATEMENT**

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

Sir,

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

Sr No.	Tender Specifications	Bidder's Specifications	Compliance (Yes/No)	Remarks/Deviation (If any)

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

Please note:

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 noted above, failure regarding which may result in rejection of bid.

**PERFORMANCE STATEMENT/ CLIENTELE/LIST OF USER**

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

Sir,

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

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

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

Note:-Please provide details of at least last 3 yrs with supporting documents if any.

**PERFORMANCE BANK GUARRANTEE FORMAT**

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

**WHEREAS**..... (Name and address of the Supplier)  
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no..... dated..... 20... to supply..... (Description of Goods and Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier such a Bank Guarantee:  
**NOW THEREFORE** we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, on or before .....

We hereby waive the necessity of your demanding the said debit from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of.....20.....

(Signature of the authorized officer of the Bank)  
.....  
Name and designation of the Officer  
Seal, Name & Address of the Bank and address of the Branch

**APPX. 'A'**

**(Information asked in this following sheet must be enclosed with bid/quotation )**

***DON'T Write 'AS PER QUOTATION' / 'PLEASE REFER TO OUR OFFER' etc.***

**Write NA for entries (10 – 12 below) which are not relevant in case of indigenous (or INR) items**

Quotation Ref. No. & Date		
01	Name of the Item (Equipment / System etc.)	
02	Main Item Model NUMBER	
03	Total EX work /FOB Value Of The Offered Package	
04	Insurance & Airfreight Charges	
05	CIF / CIP Value Of The Package or F.O.R. NIAB value (for indigenous items) or Custom Bonded Warehouse Price	
06	Delivery Time (Weeks/Months)	
07	Warranty (Months/Years)  <u>Please check Our specification /requirement of warranty</u>	
08	Validity of Quotation (Days/Months)	
09	Product Import Code * ( ITC HS Code of the item / main item)  (Please consult any Export / Import / Customs Agent or ITC Handbook)	
10	Country of Origin (product)	
11	Port(s) of Shipment	
12	Approx. Shipment Wt. (Chargeable Wt.) of the Item (kg)	
13	Approx. Dimensions (LXBW) / Vol. of The Packed Consignment	
14	Mode of Shipment :- AIR/SEA	
15	Any deviation in quotation with respect to this tender terms & condition.	
16	Demo if required is possible ( Yes /No)	
17	Any other information wants to be provided to NIAB by firm.	



# Checklist

## To be printed, marked & enclosed with quotation

Before sending Tender, Please Check once that you fulfil the following Points.		Point Noted & complied																
Sr No	Point	Mark ✓																
1	Following things are mentioned on the main (outer) envelope <b>Item Name /Reference No. /Last Date For Submission Of Tender/Date Of Opening Of Tender /Firm's Name &amp; Address</b>																	
2	TENDER FEES / EMD if applicable is <b>Enclosed</b>																	
3	Demand_draft is/are in favour of <b>National Institute of Animal Biotechnology</b> payable at Hyderabad.  <b>Firm's Name/Ref. No. Etc. Has Been Mentioned On The Back Side of DDs.</b>																	
4	Quotation has been duly signed and stamped by the <b>Authorized &amp; Competent</b> person. All cuttings/over writings have been duly checked, initialled and stamped. (if applicable) date is mentioned on quotation																	
5	<b><u>This point is Applicable In Case of Two Bid only .</u></b> Single Combined Offer Has Not Been Submitted OR 'Price Bid' Has Not Been Enclosed In The Envelope Marked 'Technical Bid' OR both the Bids are not kept in one separate Cover OR Covers are not super scribed with Technical Bid / Price Bid, Tender Ref No ,Name of Product. Otherwise it will be rejected. Copy of the bidder's price schedule but without prices in technical Bid giving detail of each item/part to be supplied. Do not mention price in technical bid. (price bid copy without price to be part of technical bid)																	
6	<b>Following form are attached herewith with quotation</b>  <table border="1" style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <b>FORM NO -1</b>  <b>FORM NO -2</b>  <b>FORM NO -3</b>  <b>FORM NO -4</b>  <b>FORM NO -5</b>  <b>FORM NO -6</b>  <b>APPX 'A'</b> </td> <td style="width: 70%; padding: 10px;">           Make sure you have attached all the required forms as per Chapter No 5             Non submission of form will result in Rejection of your quotation/Bid without giving any reason.         </td> </tr> </table>	<b>FORM NO -1</b> <b>FORM NO -2</b> <b>FORM NO -3</b> <b>FORM NO -4</b> <b>FORM NO -5</b> <b>FORM NO -6</b> <b>APPX 'A'</b>	Make sure you have attached all the required forms as per Chapter No 5  Non submission of form will result in Rejection of your quotation/Bid without giving any reason.															
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7	This full Notice Inviting Tender (NIT) should be printed and hard copy to be submitted along with Technical BID. Tender Document with each page duly signed by the Bidder as token of acceptance. This Notice Inviting Tender (N.I.T) shall form part of the Tender Document. All format mentioned in this document chapter No 5 are to be attached herewith.																	
8	List of Installations of same model of the equipment in similar research institutes in India and address / e mail /contact no of the contact person where this installation is done.																	
9	Please Note our Payment Terms and be cleared of it. <i>No advance Payment as per our policy. <b>Conditional Payment Terms Will NOT Be Accepted.</b></i>																	
10	<b>The price bid has been prepared after considering all the points in chapter -3 as well as after reading Chapter -1 &amp; 2 instructions /conditions particularly with points respect to warranty, insurance, payment term, basic and optional accessories etc. .</b>																	
11	Extended warranty and AMC cost should be shown separately in Price Bid /Quotation apart from 1 st year onwards as first year warranty and AMC thereafter must be provided/assumed in the cost of equipment quoted.  <p style="text-align: center;">Mentioned / Not mentioned in Quotation</p> <table border="1" style="width: 100%; margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Extra Warranty</th> <th>Cost in RS</th> <th>Extra AMC</th> <th>Cost in RS</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup> yr of --Extended warranty</td> <td></td> <td>1<sup>st</sup> yr of --Extended AMC</td> <td></td> </tr> <tr> <td>2<sup>nd</sup> yr of -- Extended warranty</td> <td></td> <td>2<sup>nd</sup> yr of -- Extended AMC</td> <td></td> </tr> <tr> <td>3<sup>rd</sup> yr of --Extended warranty</td> <td></td> <td>3<sup>rd</sup> yr of --Extended AMC</td> <td></td> </tr> </tbody> </table>	Extra Warranty	Cost in RS	Extra AMC	Cost in RS	1 <sup>st</sup> yr of --Extended warranty		1 <sup>st</sup> yr of --Extended AMC		2 <sup>nd</sup> yr of -- Extended warranty		2 <sup>nd</sup> yr of -- Extended AMC		3 <sup>rd</sup> yr of --Extended warranty		3 <sup>rd</sup> yr of --Extended AMC		
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3 <sup>rd</sup> yr of --Extended warranty		3 <sup>rd</sup> yr of --Extended AMC																

## For any Technical Clarification / Query

Contact Details Of NIAB for this tender

Send email	<a href="mailto:santosh@niab.org.in">santosh@niab.org.in</a> <a href="mailto:spm@niab.org.in">spm@niab.org.in</a>
call on	040 – 23049404 ( S & P section )
Some of the provisions of this tender/Bid document which are applicable in case of supply, installation, and commissioning of equipment's <b><u>MAY NOT BE APPLICABLE</u></b> in the case of quoting for <b><u>Technical Services/ Software/ Specific Consumable material</u></b> ).	
<b>All such information to be marked as Not Applicable /NA in your bid/Quotation.</b>	

### DECLARATION BY BID SUBMITTING FIRM

I/We \_\_\_\_\_ have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein.

**FORM NO 01 TO FORM NO 6 AND APPX. 'A' with Checklist as required with this tender are printed/filled and enclosed and we confirm to provide performance security in case of receipt of this order/contract and as per rule of NIAB.**

The decision of competent authority of NIAB with respect to this Tender-Result will be fully agreeable and binding on us.

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

**Please take print of this full tender/BID Document and submit this duly signed & stamped with above declaration and sign wherever mentioned along with your quotation/bid without which your bid will be rejected**

Sd /-  
Manager (Stores & Purchase)  
For Director, NIAB

## LIQUID NITROGEN PRESERVATION SYSTEM (50 LITRES) WITH PRESSURISED

### Specifications:

- Low-profile tank with vacuum-insulated, stainless-steel chamber
- Working liquid nitrogen capacity should be 50 -60 litres.
- Flexible lid gaskets to reduce moisture migration into the chamber
- Static evaporation rate :  $\leq 1.5$  liters /day with holding time of min 30 days
- Hanging racks for cryo-boxes with sample capacity of  $>1600$  (1.5 ml vials)
- Optional Monitor with LED level indicator panel to continuously display liquid nitrogen.
- Optional Digital temperature display sensor to indicate the highest temperature reading inside the tank
- Audible and visual (Indicator flash light ) alarms for storage tank conditions like LN<sub>2</sub> low levels
- Temperature uniformity to maintain all samples at  $-180^{\circ}\text{C}$ .
- Should be quoted along with racks and risers for optimum storage in liquid or vapour phase.
- At least 4 to 5 racks should be included with the system
- Manual hand truck with ball wheels should be supplied to carry supply tank.

### Other requirements

- Extended comprehensive warranty for 2 years and AMC for 2 years should be quoted separately
- Complete installation and demonstration should be provided by factory-trained certified engineers.
- Local Service Support should be within 24 hours.
- Additional features/accessories if any that can potentially increase safety of this instrument should be quoted as optional items.