



National Agri-Food Biotechnology Institute

(An autonomous institute of Department of Biotechnology, Government of India
Knowledge City, Sector 81, Mohali-140306 Punjab, INDIA)

Ph: 0172- 5221300/109/120

Fax: 0172-5221100

NABI/2(031)/17-18/N-PUR

24th June 2017

NOTICE INVITING QUOTATION

Sealed Quotations in TWO BID SYSTEM are invited on behalf of Executive Director NABI, Mohali for the purchase of following items so as to reach latest by 25th July 2017 on or before 3.00 PM. Technical and Commercial bids should be sent in separate sealed envelopes and enclosing them in a common sealed cover. The Quotations will be opened on the same day at 4.00 PM in the presence of tenderers, if any:

Instrument Name: **Orbital Incubator Shaker**

Qty: 1 No

Technical Specifications:

- System should have capacity to accommodate 5 or more 2000ml flasks and 18 or more 250ml flasks.
- Shaker speed 20– 400 rpm with full load.
- Instrument should have inbuilt mechanism for silent operation even when unevenly loaded.
- Accuracy $\pm 1\%$ or better of maximum speed
- Temperature range: $+7^{\circ}\text{C}$ or less above RT upto 60°C or more
- Temperature accuracy $\pm 0.2^{\circ}\text{C}$ or better
- Rapid air circulation for temperature equilibration from back to front for gradient free even temperature distribution.
- Power supply 220 V $\pm 10\%$, 50 Hz
- Steel clamps for Erlenmeyer flasks of 2000ml and 250ml capacity
- It should Have Large Viewing Window & Illumination for Clear Chamber Visibility.
- System should be UL/CSA/CE certified or equivalent.
- One year onsite warranty
- Incubator should return to its original operating condition when power is restored in case of power failure.
- 6 clamps for 2000 ml and 20 clamps for 250 ml

General Conditions:

- 1) The bidder should have supplied at least three such system/equipment to any Central Govt./State Govt./PSUs/Autonomous bodies in the last three years. The copies of the Purchase Order should be provided along with the quotation.
- 2) The bidder should provide the compliance statement along with the quotation (As per Annexure "C")
- 3) The complete system with accessories, consumables necessary for start-up must be quoted. Maintenance kit, if any, should be quoted. Any other absolutely essential accessories for the proper



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functioning / Operation of the equipment which is not mentioned above should be quoted along with the equipment.

4) **AMC/CMC/Extended Warranty:** The party **must** mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention.

(AMC/CMC charges should be mentioned only in the commercial bid) (As per Annexure "G" & Annexure "H")

BEFORE QUOTING PLEASE REFER THE INSTRUCTIONS OVERLEAF CAREFULLY

Yours faithfully,

-sd-

(S. Krishnan)

Stores and Purchase Officer



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INSTRUCTIONS

- (i) Inquiry will be sent by UPC/Courier/Speed Post/E-mail and NABI will not be liable for any kind of Postal delay.
- (ii) The Quotation Should be addressed to the Executive Director NABI, Mohali invariably giving on the envelop Reference No.with date and Due date with time.
- (iii) The Quantity mentioned in this inquiry and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
- (iv) The quotation should be enclosed in a sealed envelope.
- (v) Firms will quote separately for each article.

TERMS AND CONDITIONS

The bidder which meets the following criteria is only eligible to apply:

- 1) The bidder should have Permanent Account Number (PAN) under the Income Tax Act, 1961. Copy of the PAN card should be enclosed with the technical bid.
- 2) The agency should not have been blacklisted by any government organisation/PSU in the past. **The certificate in this regard should be signed by the bidder as per the format enclosed in Annexure “B”**
- 3) Certificate of Authorized distributor/ agent to sell the quoted products duly signed by principals. (As per Annexure “A”)
- 4) **Prices:**
 - 4.1 **For goods manufactured in India: (Format as per Annexure “E”)**
 - (i) The price of goods quoted Ex-Works including taxes already paid.
 - (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
 - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
 - (b) The installation, commissioning and training charges including any incidental services, if any.
 - 4.2 **For goods manufactured abroad: (Format as per Annexure “D”)**
 - (i) The price of the goods, quoted on FCA(including inland freight) (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form. The charges for insurance and transportation of the goods to the port/place of destination.
 - (ii) The agency commission charges, if any.
 - (iii) The installation, commissioning and training charges including any incidental services, if any.



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4.3 We are 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. No other charges than those mentioned clearly in the quotation will be paid.**

4.4 Sales Tax: We are not authorized to issue any Sales Tax Form 'C' & 'D'.

5.0 VALIDITY OF OFFER :

The prices must be valid at least for a period of **60 days for indigenous supplies & 90 days for imports** from the date of opening of the quotation.

6.0 The delivery period should be specifically stated. EX-Stock and earlier delivery may be preferred.

7.0 Samples wherever asked for will not be paid for these should be delivered in the office of the undersigned securely labelled and packed. In case of terms who submit the samples through Railways/Road Transport the freight should be prepaid and RR should be in favour of Stores and purchase of NABI, Mohali.

8.0 REASONABILITY OF PRICES :

Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.**

The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to NABI to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate format in the enclosed file (**Annexure "F"**)

9.0 The rates quoted should be in Nos and otherwise your quotations is liable to be ignored.

10.0 AMC/CMC/Extended Warranty: The party **must** mention in the quotation, the rate/amount of annual maintenance charges/Comprehensive Maintenance Charges/Extended Warranty, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention as per **Annexure G & Annexure H**

11.0 SPECIFICATIONS:

11.1 Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party



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11.2 The technical bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the NABI requirement.

12.0 PAYMENT CONDITION:

12.1. FOR INDIGENEOUS SUPPLIES:

Payment on Bill Basis after supply: For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI and after certification by our technical expert/scientist. However, supplier will be required either to submit performance bank guarantee for **10%** amount of the total value of equipment, after installation of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period and two months.

12.2 FOR IMPORTS:

The payment against imports shall be made through irrevocable L/C. L/C will be opened for 100% FOB/CIF value. 70% of L/C amount shall be released on presentation of complete and clear shipping documents and **30%** of the L/C amount shall be released after the installation and the demonstration of the equipment at the NABI site of installation, subject to submission of PBG of 10% of order value to cover the warranty period. The PBG should remain valid up to 60 days after the expiry of warranty period (or) the payment shall be made after the installation and demonstration of materials with the submission of PBG of 10% of order value to cover the warranty period and two months.

13.0 COMMENCEMENT OF WARRANTY PERIOD: The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the project site in NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

14.0 No Advance Payment: No Advance payment will be made to any supplier.

15.0 INSTALLATION: The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within one month after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

16.0 GUARANTEE/WARRANTY: The equipment/instrument must be guaranteed/warranted for a period of **ONE YEAR** from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective during this period the whole equipment or



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part thereof will have to be replaced/repaired by the supplier free of cost at the lab. or at site of the supplier for which 'to and fro' expenses will be borne by the supplier.

- 17.0 SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.
- 18.0 AFTER SALES SERVICES:** It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services. The company should have service engineers preferably within 300 km of the range of the institute.
- 19.0 INSPECTION :**
- 19.1** The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- 19.2** In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the lab. or CIF basis till satisfactory installation of the system.
- 19.3** The supplier **should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instt. to ascertain the date of arrival of consignment.
- 20.0 AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**
- 20.1** In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter / copy of agreement from the principal manufacturer must be submitted with the quotation.
- 20.2** Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.
- 20.3** The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, Chandigarh as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.
- 20.4** Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.
- 21. PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**
- 21.1** **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.**



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- 21.2 In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.
- 21.3 If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE 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.
- 21.4 **The same rate of penalty shall be applicable for late installation of the equipment/instrument also.**
- 22 **TRAINING:**
Wherever needed, Our Scientist/Technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges
- 23 **LATE/ DELAYED /UNSOLICITED QUOTATION:**
Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
- 24 **ACCEPTANCE OR REJECTION OF OFFER:**
The Executive Director, NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI reserves the right to accept or reject any quotation in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue
- 25 **PAGE NUMBERING & SIGNATURES:**
Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.
- 26 **INTERIM ENQUIRIES:** No interim inquiries will be attended.
- 27 **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. **If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.**

Yours faithfully,

-sd-

(S. Krishnan)

Stores and Purchase Officer



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ANNEXURE 'A'

No. _____

Dated _____

**The Executive Director,
National Agri-Food Biotechnology Institute
Knowledge city, Sector 81, Mohali, Punjab**

Dear Sir:

We _____ who are established and reputable manufacturers of having factories at _____ (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 16 of the eligibility conditions for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

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. It should be included by the Bidder in its techno-commercial unpriced bid.



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ANNEXURE 'B'

CERTIFICATE

- i) That I/ we have gone through and understood the requirements given in the NABI - Tender Notice no. NABI/2(031)/17-18/N-PUR dated 24th June 2017 and rates have been quoted accordingly.
- ii) That the terms and conditions given in the tender notice are acceptable to me/us.
- iii) That the information furnished by me /us is true and correct.
- iv) That the agency has not been blacklisted by any Government organization/department/Central Government/State Government funded autonomous bodies.

Seal and the Authorized Signature of the tenderer



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ANNEXURE "C"

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

Seal and Signature of the tenderer



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ANNEXURE "D"

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____

NIQ No. _____

1	2	3	4	5	6		7		8		9
Sl No	Item Description	Country of origin	Unit	Qty	Unit Price		Total price (5x6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF

Total Bid price in foreign Currency _____
_____ in words.

Signature of Bidder
Name:
Business Address:

Note:

- (a) Indian agents name & address _____
- (b) Installation, commissioning & training charges, if any _____
- (c) Cost of Spares _____
- (d) The cost of optional items shall be indicated separately.
- (e) Indian Agency Commission Charges if any _____



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ANNEXURE "E"

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

NIQ No. _____

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Qty	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

Total Bid price in Indian Rupees _____ in words.

Signature of Bidder

Name:

Business Address:

Note:

(a) The cost of optional items shall be indicated separately.

(b) Cost of spares _____



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ANNEXURE "F"

PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Currency)_____.

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 NABI to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer



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Annexure "G"

TERMS AND CONDITIONS OF THE SERVICE CONTRACT (AMC)

- i) During the service contract period, the firm shall provide at least TWO preventive maintenance visits and attend to all emergent and break-down calls per year.
- ii) The service contract charges beyond warranty period must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc., shall render the tender liable to rejection :-

Rate for 1 st year	=	Rs.....	(Rs. in words)
Rate for 2 nd year	=	Rs.....	(Rs. in words)
Rate for 3 rd year	=	Rs.....	(Rs. in words)
Rate for 4 th year	=	Rs.....	(Rs. in words)
Rate for 5 th year	=	Rs.....	(Rs. in words)
- iii) The service contract charges should be quoted only for services and travel cost etc. and should not include the cost of any replacement parts/components which shall be arranged by the Institute at its own cost.
- iv) Response time should be 2 working days/5 working days from the time of complaint given to your firm. In case of delay in attending the fault within 2 working days/5 working days the validity of the contract will be extended by another one week beyond the contract period for the delay in each day after two working days/five working days. For service centre point situated in North India – 2 Working days and for rest of India - 5 Working days
- v) The replaced parts shall remain the property of the Institute.
- vi) The firm shall try to repair the equipment at Institute itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at NABI, the firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over to purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the Institute for such losses at landing cost (at the time of purchase)/ present landing cost of the damaged/lost equipment/part including accessories whichever is higher.
- vii) During the service contract period the parts/components that may be needing replacement shall made available by the Institute at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the Institute.
- viii) All service contract charges will be invoiced on every half-yearly basis or yearly basis on completion of six months/one year period of annual maintenance contract. The payment of the invoice will be made after verification of service invoice satisfactorily by user within 30 days of the date of submission of the invoice.
- ix) No price revision will be accepted by the Institute during the entire tenure of the service contract agreement.

Seal and Signature of the Tenderer



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Annexure "H"

TERMS AND CONDITIONS OF THE SERVICE CONTRACT (CMC/Extended Warranty)

- i) During the service contract period (CMC/Extended Warranty), the firm shall provide at least TWO preventive maintenance visits and attend to all emergent and break-down calls per year.
- ii) The service contract charges (CMC/Extended Warranty) beyond warranty period must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc., shall render the tender liable to rejection :-
Rate for 1st year = Rs..... (Rs. in words)
Rate for 2nd year = Rs..... (Rs. in words)
Rate for 3rd year = Rs..... (Rs. in words)
Rate for 4th year = Rs..... (Rs. in words)
Rate for 5th year = Rs..... (Rs. in words)
- iii) **The service contract charges should be quoted only for services, parts, spares, accessories, travel cost etc and should not include the cost of any consumables which shall be arranged by the Institute at its own cost.**
- iv) Response time should be 2 working days/5 working days from the time of complaint given to your firm. In case of delay in attending the fault within 2 working days/5 working days the validity of the contract will be extended by another one week beyond the contract period for the delay in each day after two working days/five working days. For service centre point situated in North India – 2 Working days and for rest of India - 5 Working days
- v) The firm shall try to repair the equipment at Institute itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at NABI, the firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over to purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the Institute for such losses at landing cost (at the time of purchase)/ present landing cost of the damaged/lost equipment/part including accessories whichever is higher.
- vi) During the service contract period the consumables that may be needing replacement shall made available by the Institute at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the Institute. For the replacement of spares, parts, accessories etc, NABI will provide the duty exemption certificate to the firm if required.
- vii) All service contract charges will be invoiced on every half-yearly basis or yearly basis on completion of six months/one year period of maintenance contract. The payment of the invoice will be made after verification of service invoice satisfactorily by user within 30 days of the date of submission of the invoice.
- viii) No price revision will be accepted by the Institute during the entire tenure of the service contract agreement.

Seal and Signature of the Tenderer