NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

Knowledge city, Sector 81, MOHALI - 140306

CHAPTER – I

NOTICE INVITING TENDER

(TWO BID)

Online tenders (in two-bid system) are invited on behalf of Executive Director from reputed Indian/foreign manufacturers or their authorized dealers/agents for the supply of the following items to NABI:

Sno	Tender No	Item Description	Qty	EMD (in Rs.)
1	NABI/2(125)/18-19/N-PUR	PARALLEL MINI-FERMENTER	01 No	1,80,000.00

Tender documents may please be downloaded from the E-procurement portal website https://eprocure.gov.in/eprocure/app & Institute website www.nabi.res.in. Tender fee in shape of DD/Banker Cheque of Rs 1770/- (Non-refundable) and EMD of Rs.1.80,000/- should be submitted by DD /Banker Cheque / Bank Guarantee in favour of the "National Agri-Food Biotechnology Institute" payable at Mohali.

The tenderers registered with MSME & NSIC in the above-mentioned Service / Activity are exempted from submission of EMD. **(Please refer ITB clause no: 42 for detailed terms and conditions)**

However, scanned copy of the both tender fee/Exemption documents (for MSME & NSIC registered) and EMD/Exemption documents (for MSME & NSIC registered) should be uploaded on the website along with technical bid part. The hard copy of the same in original to be send to the address mentioned below duly superscribing the supply/work name and reference/ tender ID on the envelope and same must reach before opening the bid and if not received within due date the bid will be rejected summarily. Interested parties may also purchase the tender document directly from the office of NABI by paying Rs.1770/- and upload the scanned copy of receipt in the portal.

The original EMD and Tender fee or Exemption Documents (for MSME & NSIC registered vendors) should be send to

Stores and Purchase Officer
National Agri-Food Biotechnology Institute
Knowledge City, Sector 81, Mohali – 140306
Punjab, India
Contact No: 0172-522109/300; Email id: purchase@nabi.res.in

Non-receipt of the above will lead to rejection of tender.

CRITICAL DATE SECTIONS

Sr.	Description	Date	Time
1	Tender Publishing Date and time	14th Feb' 2019	09:00 AM
2	Tender Document download start Date & Time	14th Feb' 2019	09:15 AM
3	Pre-bid Conference Date and Time	21st Feb' 2019	11:30 AM
4	Bid Submission start Date &Time	25th Feb' 2019	11:45 AM
5	Bid Submission End date and Time	11th Mar' 2019	03:00 PM
6	Tender opening Date and Time	12th Mar' 2019	04:00 PM

Most Important

Pre-Bid Conference (PBC)

- The objective of PBC 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. Bids should be submitted only after the PBC so as to take care of the change made in the bidding document.
- The prospective participants should inform their intention to participate and send written queries at the email purchase@nabi.res.in positively up to 20th Feb' 2019 to enable us to keep the response ready.
- Change in the technical specifications and terms & conditions if any, for the above item after pre-bid, will be posted on the CPPP Website eprocure.gov.in and NABI website. All vendors are requested to quote accordingly.

NABI reserves the right to accept/reject any offer in part or full without assigning any reason.

STORES AND PURCHASE OFFICER

Instructions for Online Bid Submission

1) The tender documents are available on our website www.nabi.res.in **& www.eprocure.gov.in** and same can be downloaded as per the schedule as given in the tender document.

2) Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement at https://eprocure.gov.in/eprocure/app**'.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3) **Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.**

4) The bidders are advised to visit CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

5) Bids will be opened as per date/time as mentioned in the **Tender Document.** If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be attended on the next working day at same time and place. NABI, Mohali will not be responsible for any error like missing of schedule data while downloading by the Bidder. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

1) The bids shall be submitted online in two bids (Technical bid and Financial bid) or Single bid as specifically specified in the invitation for
2) All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading in the portal.
3) The offers submitted by Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.
4) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
5) More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others, which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

1) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) The bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) The bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

5) The bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. Unauthorized persons cannot view the data entered until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is upload in the server is subject to symmetric encryption using a system generated symmetric key. Further, this key is subject to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9) Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

CHAPTER – II: INSTRUCTION TO BIDDERS

A. INTRODUCTION

1 Eligible Bidders

1.1 This Invitation for Bids is open to all manufacturers or their dealers specifically authorised by the manufacturers **(see Chapter VII of this document)** to quote on their behalf for this tender and Indian agents of foreign principals, if any.

1.2 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.

1.3 Bidders who fulfil the eligibility criteria mentioned in Chapter XIII will be considered for technical evaluation of bids.

2 Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3 Fraud and Corruption

3.1 **The purchase requires that the bidders, 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:**

Sr. No	Term	Meaning
1)	Corrupt Practice	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
2)	Fraudulent Practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
3)	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.
4)	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.

3.2 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.

B. THE BIDDING DOCUMENTS

4 Cost of Bid Document

4.1 The complete bid document may be purchased directly from the office by paying Rs.1770/- or download the tender documents directly from the NABI website **http://www.nabi.res.in or eprocure.gov.in and attach a DD of** Rs. 1770/- (One thousand seven hundred and seventy only) in favour of National Agri-Food Biotechnology Institute as cost of the tender documents. The details regarding the submission and uploading the same mentioned the Notice Inviting Tender

5 Contents of Bid Document

5.1 The goods required, bidding procedures and contract terms are prescribed in **this** Bid Document which includes the following:

S. No.	Title	Chapter No.
01	Notice Inviting Tender	I
02	Instructions to Bidder (ITB)	II
03	General Conditions of Contract (GCC)	III
04	Special Conditions of Contract (SCC)	IV
05	Bid Form	V
06	Bid Security Form	VI
07	Manufacturer's Authorisation Form	VII
08	Bidder's Performance Statement Form	VIII
09	Service Support Details	IX
10	Deviation Statement Form (ITB/GCC/SCC)	X
11	Technical Compliance Statement Form	XI
12	Performance Security Form	XII
13	Eligibility and Qualification Requirements	XIII
14	Technical Specifications & Other Important Requirements	XIV
15	Self-Declaration Certificate	XV
16	Bidder Information Form	XVI
17	Price Schedule being offered from Abroad	XVII
18	Price Schedule being offered from India	XVIII
15	Price Reasonability Certificate	XIX
16	Annual Maintenance Contract (Optional not considered for comparison)	Annexure A
17	Comprehensive Maintenance Contract (Optional not considered for comparison)	Annexure B

5.2 The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

6 Amendment To Bid Document

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.

6.2 The prospective bidders are **required** to keep a watch on the NABI website for any amendment to the tender document till 10 (ten) days prior to the opening 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.

6.3 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.

7 Clarification of Bidding Documents:

7.1 **In case when there is NO PRE-BID CONFERENCE**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing through e-mail to any request for clarification, provided that such request is received not later than fourteen (14) days prior to the due date for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 6 relating to amendment of bidding documents and Clause 18 relating to Due date for Submission of Bids. The amendments issued would be hosted on the CPP portal website https://etenders.gov.in for the benefit of the prospective bidders, who are expected to take cognizance of the same before formulating and submitting their bids.

7.2 In case of PRE-BID CONFERENCE

a) A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per Clause 7.2 (b) of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the Pre-Bid Conference. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause1.7 relating to amendment of Bidding Documents and Clause 1.19 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPP portal website https://etenders.gov.in for the benefit of the other prospective bidders.

b) A Pre-bid Conference (PBC)shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NABI for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach NABI as indicated in Invitation to Bid or send the same by e-mail to purchase@nabi.res.in. NABI shall answer the queries during the Pre-bid conference (PBC). Accordingly, NABI response to clarifications / amendments requested by prospective bidders during PBC or before it will become part of the bidding documents and would become binding on all the prospective bidders. These proceedings/changes/ amendments would also be hosted on CPPP website https://etenders.gov.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP website https://etenders.gov.in after the Pre-bid Conference with due care and diligence, in order to take cognizance of the changes/ amendments made in the bidding document subsequent to PBC, if any.

7.3 **Amendment to Bidding Documents**

7.3.1 At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

7.3.2 All prospective bidders who have downloaded the Tender Document should surf CPPP website https://etenders.gov.in from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP website https://etenders.gov.in. All prospective bidders are expected to surf the CPPP website https://etenders.gov.in before formulating and submitting their bids to take cognizance of the amendments, if any, before submission of bid.

7.3.3 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes/ amendments on the CPPP website https://etenders.gov.in

C. PREPARATION OF BIDS

8 Language of Bid

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and NABI shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern. The supplier shall bear all costs of translation.

9 Documents Comprising the E-Bid

9.1 The E-bid shall comprise of the following documents as per the requirement of the Tender Document. The documents should be scanned and **uploaded in the PDF Format**.

Sr. No	Document Required	Reference Clauses & Forms of Tender Document	To be enclosed along with
1	Tender Fee/Bid Security/EMD	Chapter 1 & ITB Clause 14 & Bid Security Form: Chapter VI	Technical bid
2	Bid Form	Chapter V	Technical bid
3	Manufacturer Authorization Form	Chapter VII	Technical bid
4	Bidder Performance Statement Form	Chapter VIII	Technical bid
5	Service Support Details	Chapter IX	Technical bid
6	Deviation Statement	Chapter X	Technical bid
7	Compliance Statement Form (along with General Conditions) with supporting documents	Chapter XI	Technical bid
8	Self Declaration Certificate for Non-Blacklisting	Chapter XV	Technical bid
9	Bidder Information Form	Chapter XVI	Technical bid
10	**Price Schedule for Goods being offered from abroad**	**Chapter XVII**	**Financial/Price Bid**
11	**Price Schedule for Goods being offered from India**	**Chapter XVIII**	**Financial/Price Bid**
12	**Price Reasonability Certificate**	**Chapter XIX**	**Financial/Price Bid**
13	**Annual Maintenance Contract (Optional not considered for comparison)**	**Annexure A**	**Financial/Price Bid**
14	**Comprehensive Maintenance Contract (Optional not considered for comparison)**	**Annexure B**	**Financial/Price Bid**

9.2 **Documents Comprising Single Bid**

All the above documents should be submitted in single E-bid.

9.3 **Documents Comprising Two Bids:**

Technical bid - should comprise of documents listed from Sr.No. 1 to 9 & Price Schedule Form without mentioning prices and discount.
Price Bid - should comprise of Price Schedule Form, Price Reasonability Certificate, AMC/CMC from Sl. No.10 to 14 by mentioning prices and discount.

9.4 **Bid Form and Price Schedule:**

The bidder shall complete the Bid Form and the appropriate Price Schedule/BoQ form as given in Chapter-V and **Chapter XVII/ XVIII** furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form/BoQ shall be submitted in accordance with ITB Clauses 9.2 & 9.3 of the bidding documents.

10 Bid Prices

10.1 The bidder shall indicate on the appropriate price schedule form/BoQ, the unit prices and total bid prices of the Goods/Services it proposes to supply under the contract. NABI is a public funded scientific R&D institution (Academic). Please consider quoting special ***prices applicable to academic institutions*** as per your company policies.

10.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

a) For Goods manufactured within India:

a) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable)
b) GST which will be payable on the goods if the contract is awarded
c) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form, if any.
d) The installation, commissioning and training charges including any incidental services, if any.

b) For Goods manufactured abroad:

a) The price of the goods, quoted on FCA (named airport abroad) or FOB (named port of shipment), as specified in the price schedule form.
b) The charges for insurance and transportation of the goods to the port / place of destination.
c) The agency commission charges payable to Indian agent in Indian rupees, if any.
d) The installation, commissioning and training charges including any incidental services, if any
e) Those firms who are quoting the rates in foreign currency should clear the items from the New Delhi Airport and hand over the same to NABI, Mohali. NABI will provide the necessary custom duty exemption certificate along with the concessional customs duty as per actuals. All other charges such as customs clearance charges, Inland transportation, loading and unloading charges, DO Charges, AAI Charges etc. should be inclusive of the quoted prices. (No deviation)

10.3 The terms FOB, FCA, CIF, CIP, et shall be governed by the rules prescribed in the current edition of the INCOTERMS published by the International Chambers of Commerce, Paris.

10.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

10.5 The price quoted shall remain fixed during the contract period and shall not vary on any account.

10.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule/BoQ shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule/BoQ shall be assumed to be not included in the bid.

10.7 NABI is registered with Department of Scientific & Industrial Research (DSIR) for purposes of availing Customs Duty Exemptions in terms of notification No: 51/96 – Customs dated 23.07.1996, Notification No: 28/2003-customs dated 01.03.2003, Notification No: 43/2017 - customs dated 30.06.2017, Notification No: 47/2017-Integrated Tax (Rate) dated 14.11.2017, Notification No: 10/2018-Integrated Tax (Rate) dated 25.01.2018, and Notification No: 45/2017-Central Tax (Rate) dated 14.11.2017, Notification No: 45/2017 – Union Territory Tax (Rate) dated 14.11.2017 & Notification No: 9/2018 – Central Tax (Rate) dated 25.01.2018, Notification No: 9/2018 – Union Territory Tax (Rate) dated 25.01.2018, as amended from time to time for research purposes only. .

10.8 In case of imports the freight & Insurance will be paid by the purchaser, as the consignments are to be shipped through the purchaser nominated freight forwarder.

10.9 The quotation should only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote in Indian Rupees and as well as in Foreign Currency.

10.10 In case of INR bids the price criteria should be on Free Delivery to NABI, Mohali Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

Note: All Payments due under the contract shall be paid after deduction of statutory levies at source (like TDS, TCS etc) as may be applicable from time to time.

11 Bid Currencies

11.1 Prices shall be quoted in Indian Rupees (INR) or in freely convertible foreign currency preferably in **USD ($)**, **Euro (€)**, **Yen (¥)**, **GBP (£), CAD, CHF** wherever possible for correct evaluation during comparison.

12 Documents Establishing Bidder's Eligibility and Qualifications

12.1 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.
12.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that

a) That the bidder meets the Eligibility and Qualification Requirements listed in Chapter XIII and elsewhere in this document.
b) Bidder who does not manufacture the goods it offers to supply shall submit Manufacturers Authorization Certificate/Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacture of the goods to quote and / or supply the goods.

c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by the agent in India, equipped and able to carry out the supply, maintenance, repair, obligations etc during the warranty and post warranty period or ensure a mechanism at palce for carrying out the supply, maintenance, repair, obligations etc, during the warranty and post warranty period.

d) Bidder is to inform if any special certificate or declaration required w.r.t the end use of the item or for spares in compliance to the supplier country or supplier's own requirements to execute the purchase order. format to be enclosed with the technical bid. purchaser may at its discretion disqualify the bidder at this stage notwithstanding the bid meeting all other criteria.

e) Conditional tenders/offers shall not be accepted.

13 Documents Establishing Goods' Eligibility and Conformity to Bid Document

13.1 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.

13.2 Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:

a) A detailed description of the essential technical and performance characteristics of the goods;

b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period, following commencement of the use of the goods by the Purchaser in the price bid; and

c) 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.

d) The firm should fill the Technical Compliance Statement as per Chapter XI and enclosed along with the technical bid.

13.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13.4 Technically unsuitable offers, conditional tenders, offers not confirming to tender schedule shall not be accepted.

14 Bid Security/EMD

14.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids/NIT. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

14.2 The bid security shall be in Indian Rupees:

a) A bank guarantee issued by a Nationalized /Scheduled bank, in the form provided in the Bid Document (Chapter VI) and valid for 45 days beyond the validity of the bid; In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed and counter guaranteed by a Nationalized/Scheduled Indian Bank **(or)**

b) A Banker's cheque/demand draft or TDR in favour of the purchaser.

14.3 **Any bid not secured in accordance with Clauses 14.1 and 14.2 above will be rejected by the Purchaser as *non-responsive*. However for bidders with MSEs and Udyog Aadhar Memorandum (UAM), Bid Security/EMD and tender fee will be free of cost subject the terms and conditions mentioned in the ITB clause ref. no: 42**

14.4 The Bid Security/EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

14.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.

14.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.

14.7 The bid security may be forfeited:

a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days the order and/or fails to furnish Performance Security in the prescribed format.

15 Period of Validity of Bids

15.1 Bids must remain valid for at least **90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15.2 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 (or by fax or e mail). The bid security provided under Clause 14 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.

15.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

16 Format and Signing of Bid

16.1 The bids shall be submitted as Single Bid or Two Bid as specifically specified in the invitation for Bids/NIT

16.2 In case the bids are invited on single bid basis, then the bidder shall submit E-bid comprising all documents listed under clause 9 relating to the documents comprising the bid.

16.3 In case the bids are invited on **TWO-BID SYSTEM,** the bidder shall submit E-bid in Two Separate Parts, First part shall contain TECHNICAL BID comprising all documents listed under clause relating to Dcoument Comprising the Bid excepting bid form and price schedule forms/BoQ. The second part shall confirm the PRICE BID comprising of Price reasonability

Certificate, Price Schedule Forms, AMC (Optional not considered for comparison) and CAMC Prices (optional not considered for comparision).

16.4 The scanned copies of the E-bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

16.5 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

16.6 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

D. SUBMISSION OF E-BIDS

17 Submission of E-Bids

The details of the submission of E-bids shall mentioned in the Instructions to Online Bidders.

18 Due date for the Submission of E-bids

18.1 EMD/BS must be received by the purchaser at the address specified in NIT not later than the last date and time specified in NIT/Critical Data Sheet.

18.2 Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as the avoid last minute issues.

18.3 The purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all right and obligations of the Purchaser and Bidders previously subject to the due date as extended

19 Late submission of EMD

19.1 Any bid security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.

19.2 Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission

20 Modification and Withdrawal of Bids

20.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal, as applicable.

E. OPENING AND EVALUATION OF BIDS

21 Opening of Bids by the Purchaser

21.1 The E-bids shall be opened online by authorized officials of the purchaser as per schedule given in Critical Date Sheet.

21.2 In case, the day of bid opening is declared a holiday by the government, the E-bids will be opned on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.

21.3 Since E-bid is an online process: the E-bid opening or any other process may be delayed due to any unforeseen technical/server issue. If any such issue arises, this will not be tantamount to process delay and NABI will not be responsible for the same.

21.4 On opening of bids online, accepting the bid will not mean that the firm is technically or financially qualified.

22 Confidentiality

22.1 Information relating to the examination, evaluation, comparison and post qualification of bids, and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the Award of the contract (AOC)

22.2 Any effort by a Bidder to influence the purchase in the examination, evaluation, comparison and post qualification of the bids or contract award decisions may result in the rejection of its Bid at the discretion of Executive Director, NABI.

23 Clarification of Bids

23.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchase. 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.

24 Preliminary Examination

24.1 The purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause No: 9 have been provided and to determine the completeness of each document submitted.

24.2 The purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall not be considered.

a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements will be treated as non-responsive and ignored. The following are some of the important points which a tender may be declared as non-responsive and will be ignored during the initial scrutiny.

a)	The bid is unsigned
b)	The bidder is not eligible
c)	The bid validity is shorter than the required period
d)	The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
e)	Bidder has not agreed to give the required performance security
f)	The goods quoted are sub-standard not meeting the required specifications etc.
g)	Against the requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4
h)	The bidder has not agreed to some essential condition(s) incorporated in the tender

b) Bid Form and Price Schedule form in accordance to the ITB Clause 9.4. In case of two bid system, these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

25 Responsiveness of Bids

25.1 Prior to the detailed evaluation, the purchases will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that

a)	Affects in any substantial way the scope, quality or performance of Goods and Related Services specified in the Tender OR
b)	limits in any substantial way, inconsistent with the Bidding Documents, the purchaser's rights or the Bidders's Obligations under the Proposed Contract
c)	If rectified, would unfairly affect the competitive position of others bidders presenting substantially responsive bids

25.2 The purchaser's bid determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.3 If a bid is not substantially responsive, it will be rejected by the purchaser and may not susbsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

26 Non-Conformity, Error and Omission

26.1 Provided that a bid is substantially responsive, the purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

26.2 Provided that a bid is substantially responsive, the purchaser may request that the Bidder submit the necessary information or documentation, with in a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such Omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

26.3 Provided that Bid is substantially responsive, the purchaser shall correct arithmetical errors on the following basis:

a)	If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which the case the line item total as quoted shall govern and the unit price shall be corrected
b)	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
c)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

26.4 Provided that the bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its bid security may be forfeited.

27 Examination of Terms and Conditions, Technical Evaluation

27.1 The purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation

27.2 The purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 12 to confim that all requirements specified in Chapter XIV of the Bidding Documents have been met without any material deviation or reservation.

27.3 If after the examination of the terms and conditions and the technical evaluation, the purchaser determines that the Bid is not Substantially responsive in accordance with ITB Clause 24, NABI shall reject the Bid.

28 Conversion to Single Currency

28.1 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 RBI or any nationalized bank in India as notified in the Newspapers/banks' website on the date of Bid opening in the case of single bid

and the rates prevalent on the date of opening of the Price Bids in case of two-bid. For this purpose, exchange rate notified in the www.xe.com or www.rbi.org.in or www.fbil.org.in or any other website would be used by the purchaser.

29 Evaluation & Comparison Of Bids

29.1 The Purchaser shall evaluate each bid that has been determined, upto this stage of the evaluation, to be substantially responsive.

29.2 To evaluate a Bid, the purchase shall one use all the factor, methodologies and criterial defined below. No other criterial or methodology will be used.

29.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

a) **For Goods Manufactured with in India**

a)	The price of the goods quoted Ex-Works
b)	GST which will be payable on the goods if the contract is awarded
c)	Charges quoted for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form, if any
d)	The installation, commissioning and training charges including any incidental services, if any as given in scope of supply (As per Technical Specifications)

b) **For Goods Manufactured Abroad**

a)	The price of the goods quoted on FCA (named Airport Abroad) or FOB (named port of Shipment), as specified in the price schedule form
b)	The charges for insurance and transportation of the goods to the port/place of destination ie., CIP/CIF Price
c)	The agency commission charges payable to Indian agent in Indian Rupees, if any
d)	The installation, commissioning and training charges including any incidental services, if any as given in scope of supply (As per Technical Specifications)
e)	The rates for the Clearance charges (Inclusive of DO Charges, AAI Charges, Transportation Charges from New Delhi Airport to Mohali) (No Deviation)

29.4 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP New Delhi or nearest Airport/Dryport/Seaport along with clearance charges (as mentioned above) respectively. However, the CIF/CIP Prices along with clearance charges quoted by the foreign bidder shall be loaded further as under:-

a) Towards customs duty and other statutory levies – as per applicable rates

Note: a) Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. Such offers shall be rejected as incomplete.

b) In case if the bidder is quoted in foreign currency and the bidder did not mention the clearance charges in the price bid, the quoted price will be considered as inclusive of clearance charges (inclusive of DO charges, AAI charges, Transportation from New Delhi to Mohali) and exclusive of concessional customs duty.

29.5 The GCC and SCC shall specify the mode of transport ie., whether by air/ocean/road/rail

30 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid in accordance with ITB Clause 29.

31 Contacting the Purchaser

31.1 Subject to ITB Clause 23, no Bidder shall contact or attempt to contact the Purchaser or anyone related to the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

31.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

32 Post Qualification

32.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clauses 12

32.2 The determination will take into account the Qualification requirements listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate.

32.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

33 Negotiations

Normally there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations shall be treated at par with negotiations.

34 Award Criteria

34.1 Subject to ITB Clause 36, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP Website https://etenders.gov.in

35 Purchaser's Right To Vary Quantities At Time Of Award or later

35.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further at the discretion of the competent authority, the quantities in the contract may be enhanced by 30% within the delivery period.

36 Purchaser's Right To Accept Any Bid And To Reject Any or All Bids

36.1 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.

37 Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted by way of a Purchase Order.
37.2 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 39, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

38 Order Acknowledgement

38.1 Promptly after notification, the Purchaser shall send the purchase order to the successful bidder.
38.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sent the order acknowledgement.

39 Performance Security

39.1 Within 21 days of the receipt of notification of award/purchase order from the Purchaser as per the GCC Clause 15, the successful Bidder shall furnish the performance security (10% of the order value unless mentioned otherwise) in the Performance Security Form provided in the Bid Document. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery and part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, the submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and Bid Security should be kept valid till such time the PS is submitted.
39.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

40 Order Acceptance

40.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 15 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 14.7 of ITB.

41 Buy Back Items

41.1 If the goods are to be quoted on 'Buy Back' basis, then bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option. If required the condition of old buy back goods may be examined by the bidder before submission of its bid.

42 MSE Guidelines

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

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

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

No	Types of Enterprise	Manufacturing Enterprises (Investment in Plant and Machinery)	Service Industry (Investment In Plant and Machinery)
1	Micro	Does not exceed Rs.25 Lakh	Does not exceed Rs.10 Lakh
2	Small	Exceeds Rs.25 Lakh but does not	Exceeds Rs.10 Lakh but

		exceed Rs.5 Crore	does not exceed Rs.2 Crore
3	Medium	Exceeds Rs.5 Crore but does not exceed Rs.10 Crore	Exceeds Rs.2 Crore but does not exceed Rs.5 Crore

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

1 You have to submit your supporting documents issued by competent Govt bodies to become eligible for the above exemption.

2 The quoting MSME's firm should attach a copy of UAM No. along with the technical bid failing with the bidders will not be able to enjoy the benefits as per the public procurement policy for MSE's order, 2012.

3 Also your certificate (NSIC) / MSE shall cover the items tendered to get EMD/Tender fee exemptions.

4 NSIC certificate shall be valid as on due date / extended due date of the tender.

5 In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met thru foreign company, then the EMD Exemption can not be claimed under the MSME status of Indian arm / subsidiary.

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

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

CHAPTER – III: GENERAL CONDITIONS OF CONTRACT (GCC)

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(i) "The Contract/Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;

(ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;

(iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;

(iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(v) "GCC" mean the General Conditions of Contract contained in this section.

(vi) "SCC" means the Special Conditions of Contract.

(vii) "The Purchaser" as specified in Special Conditions of Contract.

(viii) "The Purchaser's country is "India".

(ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(x) "The final destination" as specified in the SCC.

(xi) "Day" means calendar day.

2 Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3 Standards

3.1 The Goods supplied under this Contract/Purchase Order 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.

4 Fraud and Corruption

The purchase requires that the bidders, 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:

Sr. No	Term	Meaning
1)	Corrupt Practice	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
2)	Fraudulent Practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
3)	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.
4)	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 to through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

5 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indeminity etc

If the supplier is a joint venture, consortium or association, all 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 shall not be altered without the prior consent of the Purchaser.

6 Amalgamation/Acquisition etc

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the order period, the Buyer/Sucessor of the principal Company are liable for execution of the order and also fulfilment of contractual/order obligations ie., supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition white submitting the bid.

7 Scope of Supply

Scope of Supply (i.e. the Goods to be supplied and Related Services to be performed) shall be as specified in the Chapter XIV along with General Conditions/Important Requirements.

8 Suppliers Responsibilities

The supplier shall supply all the Goods and perform all related services included in the Scope of Supply-Clause 7 of the GCC and the delivery & Completion Schedule as per GCC Clause 18 relating to delivery and document.

9 Order Price

Prices charged by the Supplier for the Goods supplied and related services performed under the order shall not vary from the prices quoted by the supplier in its bid.

10 Copy Right

The copy right in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier herin 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.

11 Appication

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

12 Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirement, 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.

13 Use of Purchase order and Information

13.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract/order.

13.2 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

13.3 The purchaser may be under obligation to make any document / information submitted by the bidder in response to this bid public if required under the provision of Indian Right to Information Act 2005. Therefore, bidder may explicitly indicate if any document / information in his tender include information of commercial confidence, trade secrets or intellectual property, the disclosure of which would jeopardize the competitive position of the bidder.

14 Patent Rights

14.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

15 Performance Security (PS)

15.1 Within 21 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified in SCC valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery and part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, the submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and Bid Security should be kept valid till such time the PS is submitted.

15.2 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.

15.3 The Performance Security shall be submitted in one of the following forms:

i)	A Bank Guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled Bank located in India or a bank located abroad in the form provided in the bidding documents to be counter guaranteed/endorsed by a Nationalized/Scheduled Bank located in India
ii)	A Banker's cheque or Account Payee Demand Draft in favour of the Executive Director, NABI

15.4 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 SCC without levy of any interest.

15.5 In the event of any contract/order 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.

15.6 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the order shall be cancelled and the firm will not be considered again for the re-tendering in the particular case.

16 Inspections and Tests

16.1 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. SCC and / or Technical Specifications shall specify what

inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

16.2 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.

16.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

16.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Purchaser's Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

16.5 Nothing in GCC Clause 16 shall in any way release the Supplier from any warranty or other obligations under this Contract.

17 Packing

17.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract/Order. 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 specialized handling facilities at all points in transit.

17.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

17.3 The purchaser reserves the rights to arrange to carry out packing and value inspections through their freight forwarding agents particularly in case of high value and sensitive items.

18 Delivery and Documents

18.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

19 Insurance

19.1 Indigenous Goods, the Goods supplied under the order shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

19.2 Where delivery of the goods is required by the purchaser on CIF / CIP basis for imported goods or FOR destination for Indigenous goods and Imported goods, the supplier shall arrange and pay for Marine / Transit Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, in the event of any loss or damage.

19.3 The equipments to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at NABI site in case of Rupee transaction.

19.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the Bidders and / or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he/she shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Bidder / Indian Agent would be viewed seriously and he/she shall be directly responsible for any loss sustained by the Purchaser on the event of the delay.

20 Transportation

20.1 Where the Supplier is required under the Order/Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India including insurance, as shall be specified in the Contract/Order, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

20.2 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 shall be included in the Contract Price.

20.3 Those firms who are quoting the rates in foreign currency should clear the items from the New Delhi Airport and hand over the same to NABI, Mohali. NABI will provide the necessary custom duty exemption certificate along with the concessional customs duty as per actuals. All other charges such as customs clearance charges, Inland transportation, loading and unloading charges, DO Charges, AAI Charges etc. should be inclusive of the quoted prices. It is mandatory to give NABI, a pre-alert before the consignment is dispatched to give the documents by your principal or Indian Agent or its authorized CHA on time. If there is delay in clearing of the consignment for not giving timely pre-alert, demurrage (warehouse charges), penalty etc. if applicable should bear by the supplier/Indian Distributor/Dealer or the same will be deducted from the outstanding payments. (No deviation)

21 Incidental Services

21.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
(ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
(iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(v) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
(vi) Furnishing of 01 set of detailed operations & maintenance manual.
(vii) Arranging the shifting/moving of the item to their location of final installation within NABI premises at the cost of Supplier through their Indian representatives.
(viii) **Response time should be within 48 hours.**
(ix) **In case the Equipment/System remains non-operational for more than 7 days then warranty period will be extended for the equivalent period for which Equipment/System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Terms and Conditions of the Contract**.

22 Spare Parts

22.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
(i) 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
(ii) In the event of termination of production of the spare parts:
a) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
b) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

22.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

23 Warranty

23.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**

23.2 This warranty shall remain valid for 12 months from the date of actual and satisfactory installation of the equipment, unless specified otherwise in the SCC or along with Technical specifications mentioned in Chapter XIV.

23.3 The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.

23.4 The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers or its authorized service partners. The firm should fill the service support details as per the Chapter IX.

23.5 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.

23.6 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.

23.7 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.

23.8 In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.

23.9 The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

23.10 In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to NABI for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.

23.11 Any replacement during warranty period should be free of cost. If the defective items has to be sent back to the Principal Supplier, for such replacements/returns to the Principal Supplier/Indian Agent have to bear all charges for the re-export of same.

24 Terms of Payment

24.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

24.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to delivery and document clause of GCC and upon fulfilment of other obligations stipulated in the contract.

24.3 Payments shall be made promptly by the Purchaser but in nocase later than thirty (30) days after submission of the Invoice or claim by the supplier.

24.4 Payment shall be made in currency as indicated in the order.

25 Change Orders and Amendments

25.1 The Purchaser may at any time, by written notice given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

(i) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(ii) The method of shipping or packing;
(iii) The place of delivery; and/or
(iv) The Services to be provided by the Supplier.
(v) The delivery schedule.
(vi) Payment Term

25.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

25.3 No Variation or modification in the terms of the order/contract shall be made except by written amendment signed by the parties

26 Assignment

26.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract/Order, except with the Purchaser's prior written consent.

27 Subcontracts

27.1 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/order.

27.2 Sub-contract shall be only for bought-out items and sub-assemblies.

28 Delays in the Supplier's Performance/Extension of Time

28.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract/order.

28.2 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).

28.3 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.

28.4 Except as provided under 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.

29 Penalty Clause

29.1 Subject to GCC 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 Contract/order, the Purchaser shall, without prejudice to its other remedies under the Contract/award, deduct from the Order/Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

30 Termination for Default

30.1 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:
(i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time
(ii) If the Supplier fails to perform any other obligation(s) under the Contract.
(iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in the GCC clause on Fraud or Corruption in competing for or in executing the Contract.

30.2 In the event the Purchaser terminates the Contract in whole or in part, he/she may take recourse to any or or more of the following action
a) The Performance Security/EMD will be forfeited
b) the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable for all available actions against it in terms of the order/contract
c) However, the Supplier shall continue the performance of the Contract to the extent not terminated.

31 Force Majeure

31.1 Notwithstanding the provisions of GCC Clauses related to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, 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.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events

may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. 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.

31.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

32 Termination for Insolvency

32.1 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.

33 Termination for Convenience

33.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and the date upon which such termination becomes effective.

33.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect

a)	To have any portion completed and delivered at the contract/order terms and prices; and / or
b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods / Services and for materials and parts previously procured by the Supplier

34 Resolution of Disputes

34.1 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.

34.2 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 specified in the SCC. 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.

35 Governing Language

35.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

36 Applicable Law

36.1 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 as specified in SCC.

37 Notices

37.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the SCC.

37.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

38 Taxes and Duties

38.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

38.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.

38.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

38.4 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, TDS,TCS, etc.), wherever applicable

CHAPTER – IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement and /or amend the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1 Definitions (GCC Clause 1(vii) and 1(x))

1.1 The Purchaser is 'The Executive Director, National Agri-Food Biotechnology Institute (NABI), Mohali (Punjab), INDIA.

1.2 The final destination is

National Agri-Food Biotechnology Institute
Knowledge City, Sector 81, Mohali – 140306
Punjab, India

2 Performance Security (GCC Clause 15.1) – 10% of value of the Purchase order/Contract Value

3 Packing (GCC Clause 17.2)

The marking and documentation within and outside the packages shall be marked with proper paint/indelible ink

a) Each package should have a packing list within it detailing the Part No.(s), description, quantity etc.
b) Outside each package, the Contract No., the name and address of the Purchaser and the Final destination should be indicated on all slides and top.
c) Each package should be marked as 1/x,2/x,3/x……x/x where xis the total No. of packages contained in the consignment
d) All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handing/storage

4 Inspection and Tests:

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

4.1 The supplier shall at its own expense and at no cost to the Purchaser carry out all such test and/or inspections of the Goods and Related services as are specified in the tender. The supplier shall at is own expense and at no cost to the NABI carry out all such tests and/or inspections of the Goods and Related Services as specified in the tender or as discussed and agreed to during the course of finalization of contract.

4.2 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 charges to the NABI.

4.3 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time to the Purchaser. The supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

4.4 NABI 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 NABI and what inspections and tests, NABI requires and where they are to be conducted. NABI shall notify the supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

4.5 Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the purchaser.

4.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

4.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection if any/reqd.

4.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their Principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

4.9 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

4.10 The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract/order.

4.11 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

4.12 On successful completion of acceptability test, receipt of deliverables, etc and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment. Installation and demonstration is to be arranged by the supplier and the same is to be done within 30 days of the arrival of the equipment at NABI.

5 Manuals and Drawings

5.1 Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

5.2 The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

5.3 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

6 Delivery and Documents (GCC Clause 18)

6.1 The delivery of the goods should be made within a **maximum of 90 days (tentatively) for sea shipment and maximum of 60 days (tentatively) for air shipment** from the date of placement of purchase order or the opening of LC. It may change at the time of placement of NABI Purchase Order in any specific case at the discretion of the Executive Director, NABI. The details of shipping and/or other documents to be furnished by the supplier are as given below.

Details of Shipping and other Documents to be furnished by the Supplier are	
A)	For goods manufactured or supplied from within India
	Within 24 hours of dispatch, the supplier shall invariably notify the purchaser (Pre-alert) the complete details of the dispatch and also supply following documents by registered post/speed post and copies thereof by Fax / email
i)	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
ii)	Packing list
iii)	Certificate of country of origin
iv)	Insurance certificate if any
v)	Railway Receipt/Consignment nore
vi)	Manufacturer Warranty certificate
vii)	Any other document(s) as and when required in terms of the contract/Order
Note: The above documents should be received by the Purchaser before arrival of the Goods and if not received, the supplier will be responsible for any consequent expenses	
In case of supplies from within India, the mode of transportation shall be Air/Rail/Sea/Road.	

B)	**For Goods manufactured or supplied from abroad**
	Within 24 hours of dispatch, the supplier shall invariably notify the purchaser (Pre-alert) the complete details of the dispatch and also supply following documents by registered post/speed post and copies thereof by Fax / email
i)	Three copies of Supplier's Invoice giving full details of the goods, quantity, value etc.
ii)	Packing list
iii)	Certificate of country of origin
iv)	Manufacturer Warranty and Inspection Certificate, if any
v)	Insurance certificate if any
vi)	Name of the Vessel/Carrier
vii)	Bill of lading/Airway Bill
viii)	Port of Loading
ix)	Date of Shipment
x)	Port of Discharge & expected date of arrival of goods
xi)	Any other document(s) as and when required in terms of the contract/Order
Note: i) The above documents should be received by the Purchaser before arrival of the Goods and if not received, the supplier will be responsible for any consequent expenses ii) Those firms who are quoting the rates in foreign currency should clear the items from the New Delhi Airport and hand over the same to NABI, Mohali. NABI will provide the necessary custom duty exemption certificate along with the concessional customs duty as per actuals. All other charges such as customs clearance charges, Inland transportation, loading and unloading charges, DO Charges, AAI Charges etc. should be inclusive of the quoted prices. It is mandatory to give NABI, a pre-alert before the consignment is dispatched to give the customs clearance documents to your principal or Indian Agent or its authorized CHA on time. If there is delay in clearing of the consignment for not giving timely pre-alert, demurrage (warehouse charges), penalty in the Bill of Entry Filing etc. if applicable should bear by the supplier/Indian Distributor/Dealer or the same will be deducted from the outstanding payments. (No deviation)	
In case of the supplies from abroad, the mode of the transportation shall be Air/Sea.	

6.2 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.

7 Insurance (GCC Clause 19)

7.1 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, Riots, Strikes, civil and commotion, in addition to the storage policy for 60 days is required so as to ensure the inspection by the Indian Agent / Service Engineer of supplier at the time of opening of packages.

8 Warranty (GCC Clause 23)

8.1 Warranty period shall be 12 months from date of installation of Goods at the NABI site of installation. The Supplier shall in addition to comply with the performance and/or consumption guarantees specified under the contract/order. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract/order at its own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**

8.2 **If a different period of warranty has been specified in the 'Technical Specifications and other important requirements' Chapter XIV then the period mentioned in Clause 8.1 above shall stand modified to that extent.**

9 Payment (GCC Clause 24.1)

9.1 For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at NABI in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC.

9.2 For Imports, ILC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the NABI site of installation, subject to the production of unconditional performance bank guarantee as specified in clause 2.1 of SCC.

9.3 For Imports, If ILC is not opened, 100% of the payment shall be released after the installation and demonstration of the equipment at the NABI site of installation, subject to the production of unconditional performance bank guarantee as specified in clause 2.1 of SCC.

9.4 If any change in the above payment terms, the new payment term shall be mentioned in the Purchase Order with the approval of competent authority.

10 Penalty Clause (GCC Clause 29)

10.1 For delays: GCC Clause 29.1 -- The applicable rate is 1% per week and the maximum deduction is 10% of the contract /order value.

10.2 The supplier is required to complete the installation and demonstration of the equipment within 30 days of the arrival of materials at the NABI site of installation; otherwise the penalty clause will be the same as per the supply of materials.

11 Resolution of Disputes (Clause 34): Add as GCC Clause 34.3 the following:

11.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 34 shall be as follows:

(i) 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/order, 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 Executive Director, National Agri-Food Biotechnology Institute (NABI) Mohali and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(ii) 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.

(iii) The venue of the arbitration shall be the place from where the order is issued.

12 Applicable Law (GCC Clause 36) Add as Clause 36.2 of the GCC the following:

12.1 The place of jurisdiction would be Mohali (Punjab) INDIA.

13 Notices (GCC Clause 37)

13.1 For the purpose of all notices, the following shall be the address of the Purchaser.

(i) ***Purchaser:*** Executive Director,
National Agri-Food Biotechnology Institute,
Knowledge City, Sector 81, Mohali – 140306.
India

14 Progress of Supply

14.1 Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

(i) Quantity offered for inspection and date;
(ii) Quantity accepted/rejected by inspecting agency and date;
(iii) Quantity dispatched/delivered to consignees and date;
(iv) Quantity where incidental services have been satisfactorily completed with date;
(v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
(vi) Date of completion of entire Contract including incidental services, if any; and
(vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

15 Right to Use Defective Goods

15.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

16 Supplier Integrity

16.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract/Order using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

17 Training

17.1 The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

18. Price Reasonability Certificate

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

18.2 **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, which ever is later. (Refer: Chapter XIX). The Price Reasonability Certificate should be attached only with the price bid.

CHAPTER – V: BID FORM

(The Bidder shall fill in this Form in accordance with the instruction indicated No alterations to its format shall be permitted and no substitutions shall be accepted)

Date : [insert date (as day, month and year) of Bid Submission]

Tender No :

To
Executive Director
National Agri-Food Biotechnology Institute
Knowledge City, Sector 81, Mohali - 140306

Dear Sir,

Having examined the bidding document including addendum/corrigendum, we the undersigned offer to supply and deliver _____ (Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver the goods in accordance with the delivery schedule specified and submit the performance security as specified in SCC for the due performance of the contract/order.

We agree to abide by this bid for requisite period of time after the date fixed for bid opening as per the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract/Purchase Order is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract/order between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____day of _____20_____

Signature _____

Name of the Signatory _____

In the capacity of_____

Duly authorized to sign the bid for and on behalf of _____

CHAPTER – VI: BID SECURITY FORM

Whereas _____[1] *(hereinafter called the "tenderer")* has submitted their offer dated _____ *(Date of submission of bid)* for the supply of _____ *(Name and/or description of the goods)* (hereinafter called the "tender") against the Purchaser's Tender No._____

KNOW ALL PEOPLE by these presents that WE _____ *(Name of bank)* of _____ (Name of country), having our registered office at _____ *(Address of bank)* (Hereinafter called "the Bank"), are bound unto***, National Agri-Food Biotechnology Institute*** (Hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder/Tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender; or

2. If the Bidder/Tenderer having been notified of the acceptance of its bid/tender by the Purchaser during the period of bid validity:

   (a) Fails or refuses to execute the Contract/Order or

   (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with Seal of the Bank)
(Complete Contact Details with Tel./Fax/email etc)

[1] *Name of Bidder*

CHAPTER – VII: MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer]

Tender No. _____ Dated _____

To
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 the technical specifications chapter and Clause 23 of the General Conditions of Contract and Clause 8 of the Special Conditions of Contract 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.

CHAPTER – VIII: BIDDER'S PERFORMANCE STATEMENT FORM

(Period shall be followed strictly as mentioned in the Qualification Requirements/Technical Specifications)

Name of the Firm……..

Order placed by (full address of purchaser)	Order No. and date*	Description and quantity of ordered equipment	Value of the order	Date of completion of delivery as per Contract/Actual	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory?	Contact Person alongwith Tel. NO., Fax No. & e-mail address

***Copy of the purchase order (or) attach a Installation/satisfactory working certificate from the Purchaser/Consignee**

Signature and Seal of the manufacturer/Bidder _____

Place :
Date :

CHAPTER IX: SERVICE SUPPORT DETAILS FORM

S. N.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos. , Fax and e mail address of the firm located in Chandigarh/Mohali	Value of minimum stock of consumable spares held at all times.

Signature and Seal of the manufacturer/Bidder…….

Place :
Date :

CHAPTER – X: DEVIATION STATEMENT FORM (ITB/GCC/SCC)

The following are the particulars of deviations (ITB, GCC, and SCC Clauses) from the requirements of the tender document and specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

CHAPTER – XI: TECHNCAL COMPLIANCE STATEMENT FORM

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.

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**

(Technical literature/brochures/manuals should be attached alongwith this format)

Please note:

1. **Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.**
2. **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. Failing in compliance and proof of compliance will cause cancellation of bid without any further notice/information.**
3. **Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:**
   - i. **A detailed description of the essential technical and performance characteristics of the goods;**
   - ii. **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**.

CHAPTER – XII: PERFORMANCE SECURITY FORM

To
The Executive Director,
National Agri-Food Biotechnology Institute
Knowledge City, Sector 81, Mohali - 140306

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

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled commercial bank recognized by you 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 a 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 limit 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.

We hereby waive the necessity of your demanding the said debt 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 document 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 is valid until the .....day of.....20.....

Signature and Seal of Guarantors

(Complete Address/Contact Details with Tel./Fax/email etc)

Date

CHAPTER XIII: ELIGIBILITY AND QUALIFICATION REQUIREMENTS

1 **Legal Valid Entity:**
The bidder shall necessarily be a legal valid entity either in the form of a registered firm or Limited company or a Private Limited Company registered under the Indian Companies Act, 1956 or sole proprietorship or country of origin

2 An understanding (Self Certificate) is to be submitted that the Organization has not been blacklisted during the last 3 years by any central/state Government Department/organization/Autonomous Body/PSU etc. in the form as per the Chapter XV

3 The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form (CHAPTER-VII) 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 equipments must be of the most recent series/models incorporating the latest improvements in design. Similar models should be in successful operation for at least one year as on date of Bid Opening.

4 The bidder should have supplied at least three equipments (quoted Equipment) or equipment with higher specifications to any Central Govt./State Govt./PSUs/Autonomous bodies or reputed private organizations in the past five years. The details should be incorporated in the performance statement form along with documentary evidence.

5 If required, the bidder may be asked and should be willing to arrange demonstration of the equipment offered, free of charge at on a mutually agreeable place and date prior to opening of priced bids to ascertain their conformity with tendered specifications. (for Technical Evaluation purpose only). The duly constituted standing technical committee of NABI will evaluate the same and the competent authority will approve the recommendations.

6 Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form. (As per Chapter IX)

7 Foreign bidder/suppliers quoting directly, should submit a letter of Authorization in favour of Indian Agent/ Representative indicating complete address, contact person and validity of Authorization if any along with their technical bid. Foreign bidder/suppliers quoting directly should ensure that adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country to ensure that the support services are responsive and adequate as per the Instruction to Bidders.

8 ***Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.***

9 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.

Stores and Purchase Officer

CHAPTER XIV: TECHNICAL SPECIFICATIONS

Item Description: PARALLEL MINI-FERMENTER
Qty : 01 No

Specifications for Parallel Mini Fermenter

System: Mini Fermenter with four vessels with controller(s) to control independently each vessel and in parallel mode all the 4 vessels simultaneously.

Major Use: For Anaerobic /aerobic controlled fermentation applications. Each vessel must be used as an independent single reactor or must be used in parallel with an application of **using as a gastrointestinal simulator**.

Vessels:

a. Must be cylindrical, flat or curve bottomed borosilicate glass vessel that can be autoclavable with or without fermentation media along with tubing.
b. Minimum working volume of the vessel must be 150 milliliter or better (down up to 50ml) and maximum working volume to be less than or equal to 500 milliliters.
c. Vessels must be temperature regulated (must be hassle free) via Peltier system or through jacketed circulation of hot or cold water around the working volume during the process of fermentation. In case of jacketed system, the chille**rs** must be of international brand of sufficient capacity to maintain temperature and must have CE certification.

Head plate: Sterilizable, corrosion free stainless steel having 10-15 ports or better for various attachments

Temperature range: The entire fermentation process can be operated at 25^{o}C to 50^{o}C or better

Mass flow controllers: Each vessel must have mass Flow Controllers & Valves for N2, CO2 and air individually and must have a provision for mixing N2 and CO2 while pumping on to the fermentation vessel

Probes: Each vessel must have internationally branded probes for pH (1-14), optical DO (100%), redox, temperature, foam, stirrer (Rushton, 100 or lower and up to 1400 RPM or better) and must have a provision for aseptic and sterilizable sampling port.

Peristaltic pumps: Four pumps for each vessel (one each for acid, base and antifoam addition and 1 for nutrient feeding) along with autoclavable suitable bottles, universal caps and connectors, tubing. Pumps must be configurable using the control system. All essential components such as tubing, cables, liquid addition bottles (for acid, alkali, foam, feed per each vessel to be quoted in the main quote.

Controller:
Splash protected and resistant, PID based, having touch-based keys and LCD display having on-screen programming capability, data acquisition, data display of pH, DO, Temperature, Foam, Redox, Feed etc.
Online virtual overview of all process parameters on a smart phone or on computer/laptop using network connectivity access.

Article I. SCADA software to control and access all parameters. Software should facilitate single fermenter programming or parallel process by window selection.

Online control and data logging software with facility to display and print trends, profiles and graphs of various parameters.

Data Management: Online and offline data collection and data export function (Microsoft excel export option).
Sampling frequency less than 2min

Exhaust: 0.2 micrometer filter to avoid contamination.

Maintenance kit: That includes two additional pH sensors, DO membranes, additional tubing of required sizes, 100 Nos inoculation septa, clamping rings, connectors, tubing clamps, one set of O rings per vessel, cable ties

Computer & Printer: Suitable branded PC with Widows 10 OS, Intel i5 or better processor with 4 cores, 3.4 GHz (i7-4790 processor (Quad Core, 8MB, 3.60GHz); 8 GB RAM (usually DDR3 1600MHz); 500 GB hard drive, 7200 RPM; Mouse, keyboard, monitor and a color printer

UPS: Suitable online UPS (Min 15 minutes) of sufficient capacity to support the Equipment (Make: APC/Emerson/Eaton/Numeric)

Air Compressor: Must be oil free medical grade to suffice for all the vessels

Warranty: TWO YEARS

Most important: Any other items that are required for the full functionality of the system and enhance the significant functionality of the system must be quoted.

General Conditions (Part of Technical Specs) : -

1. The complete system (hardware and software) 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 functioning / Operation of the equipment which is not mentioned above should be quoted along with the equipment.
2. Free installation and training must be conducted.
3. Bidder should give compliance statement point wise showing/highlighting items part no/serial number as quoted in their quotation for comprehensive technical comparison. Proof of compliance should be mentioned point wise in the catalogue.
4. Failing in compliance and proof of compliance will cause cancellation of the bid without any further notice/information.
5. The bidder should have supplied at least three equipments (quoted Equipment) or equipment with higher specifications to any Central Govt./State Govt./PSUs/Autonomous bodies or reputed private organizations in the past five years. The details should be incorporated in the performance statement form along with documentary evidence.Item wised prices for each item with part no must be quoted in the financial bid.
6. The bidder is also requested to quote for the AMC (Annexure “A”) and CMC/Extended Warranty (Annexure “B”) of five years after the completion of warranty from the date of installation. (To be quoted in optional and not considered for financial bid comparison)
7. If required, the bidder may be asked and should be willing to arrange demonstration of the equipment offered, free of charge at on a mutually agreeable place and date prior to opening of priced bids to ascertain their conformity with tendered specifications. (for Technical Evaluation purpose only). The duly constituted standing technical committee of NABI will evaluate the same and the competent authority will approve the recommendations.
8. Those firms who are quoting the rates in foreign currency should clear the items from the New Delhi Airport and hand over the same to NABI, Mohali. NABI will provide the necessary custom duty exemption certificate along with the concessional customs duty as per actuals. All other charges such as customs clearance charges, DO Charges, AAI Charges, Inland transportation, loading and unloading charges etc. should be inclusive of the quoted prices. (No deviation)
9. In case if the bidder is quoted in foreign currency and the bidder did not mention the clearance charges in the price bid, the quoted price will be considered as inclusive of clearance charges (inclusive of DO charges, AAI charges, Transportation from New Delhi to Mohali) and exclusive of concessional customs duty (No Deviation)

Note: The firm should include the above-mentioned general conditions in the Technical Compliance Statement form for compliance.

Stores and Purchase officer

CHAPTER XV:SELF DECLARATION CERTIFICATE

Tender Ref. No:_____ Date:

i) I/ we have gone through and understood the requirements given in the NABI -Tender Notice no. NABI/2( )/18-19/N-PUR dated _____and rates have been quoted accordingly.

ii) I/We have gone through the complete tender documents (ITB, GCC, SCC etc) and confirm to abide by the same.

iii) That the information furnished by me /us is true and correct.

iv) We hereby inform you that we have not been blacklisted by any Government organization/ department/Central Government/State Government funded autonomous bodies/Central/State Universities.

Seal and the Authorized Signature of the tenderer

CHAPTER XVI:BIDDER INFORMATION FORM

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of your firm.

Date : [insert date (as day, month and year) of Bid Submission

Tender No : [insert number for invitation for bids]

01)	Bidder's Legal name **[insert Bidder's legal name]**
02)	In case of JV, legal name of each party : **[insert legal name of each party in JV]**
03)	Bidder's actual or intended Country of Registration : **[insert actual or intended country of registration]**
04)	Bidder's year of Registration: **[insert Bidder's year of Registration]**
05)	Bidder's Legal Address in Country of Registration: **[insert Bidder's legal address in country of registration]**
06)	Bidder's Authorized Representative information Name: **[insert Authorized Representative's name]** Address: **[insert Authorized Representative's Address]** Telephone/Fax numbers / Email ids**: [insert Authorized Representative's Telephone/Fax Numbers/Email id]**
07)	Attached are copies of original documents of Articles of Incorporation or Registration of firm named in 1 above

Signature of Bidder _____

Name _____

Business Address _____

CHAPTER XVII

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Bidder should quote in this format however, if quoted in different format: all parameters given below should be covered

Tender No: _____ Date:_____

Quotation No:_____ Date _____

Country of Origin _____ Quotation Valid upto _____

Sr. No	Description of Item		Quantity	Unit	Currency _____	
	Catalogue Part/Model No	Specifications			Rate	Amount
1	Name of the item					
2	Essential Accessories (if any)					
					Total Ex-works Price=>>	
					(-) Less Discount__% (if any)=>>	
					Net Ex-Works Price=>>	
					(+) Packing & Forwarding Charges=>>	
					FOB/FCA =>>	
					(+) Freight Charges & Insurance Charges =>>	
					CIF/CIP New Delhi =>>	
					(+) Customs Clearance Charges (Inclusive of DO charges, AAI charges, Transportation from New Delhi Airport to NABI, Mohali =>>	
					Total Value (FOR NABI Mohali) =>>	

Note: In case if the bidder is quoted in foreign currency and the bidder did not mention the clearance charges in the price bid, the quoted price will be considered as inclusive of clearance charges (inclusive of DO charges, AAI charges, Transportation from New Delhi to Mohali) and exclusive of concessional customs duty.

Approximate Weight of the Consignment	Approximate Dimensions of the Consignment

Term	Condition
Mode of Shipment	By AIR/SEA /ROAD
Final Destination	NABI, Mohali
Delivery Schedule	
Period of Delivery shall start from	
Installation and Commissioning Charges if any	
Training Details & Charges if any	
Warranty	
Payment Term	
Bank Charges	Inside India to NABI Account and Outside India to Beneficiary Account

Note: Your firm should also quote the rates for AMC and CMC as mentioned in the Annexure"A" and Annexure "B" and enclosed along with the price bid. The AMC and CMC rates and optional items (if any) quoted by your firm shall not be considered for the financial comparison.

Signature of Authorized Person

CHAPTER XVIII

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Bidder should quote in this format however, if quoted in different format: all parameters given below should be covered

Tender No:_____ Date: _____

Quotation No: _____ Date _____

Country of Origin _____ Quotation valid upto _____

Sr. No	Description of Item		Quantity	Unit	Currency _____	
	Catalogue Part/Model No	Specifications			Rate	Amount
1	Name of the item					
2	Essential Accessories (if any)					
					Total Ex-works Price=>>	
					(-) Less Discount__% (if any)=>>	
					Net Ex-Works Price=>>	
					(+) Packing & Forwarding Charges=>>	
					(+) Transportation Charges =>>	
					(+) GST Charges =>>	
					Total Value (FOR NABI Mohali) =>>	

Approximate Weight of the Consignment	Approximate Dimensions of the Consignment

Term	Condition
Mode of Shipment	By AIR/RAIL/ROAD
Final Destination	NABI, Mohali
Delivery Schedule	
Period of Delivery shall start from	
Installation and Commissioning Charges if any	
Training Details & Charges if any	
Warranty	
Payment Term	

Note: Your firm should also quote the rates for AMC and CMC as mentioned in the Annexure"A" and Annexure "B" and enclosed along with the price bid. The AMC and CMC rates and optional items (if any) quoted by your firm shall not be considered for the financial comparison.

Signature of Authorized Person

CHAPTER XIX: PRICE REASONABILITY CERTIFICATE

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

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

Annexure "A"

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 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 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

Annexure "B"

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, accessoires 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