भाकृअनुप–राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर – 560 030
ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030
ISO 9001-2008 Certified
Phone:(O) +91-80-25711304, 25711164, Fax: +91-80-25711420 Website: www.nianp.res.in

❖ Sardar Patel Outstanding ICAR Institution Award 2012 ❖

F. No.7-1(10)/PS/Advt./2019-20 Date: 03-June-2019

E-Procurement tender notice

ICAR-National Institute of Animal Nutrition & Physiology (NIANP), Bangalore is a public funded research organization under Indian Council of Agricultural Research, Department of Agricultural Research and Education, Ministry of Agriculture and Farmers Welfare, Government of India.

For and on behalf of the Secretary, ICAR, the Director, National Institute of Animal Nutritionand Physiology, Bangalore invites bids in online through e-tenders (Two bid system)from reputed Manufacturers / Dealers in the line for supply and installation of scientific equipments / items mentioned below:

Sl. No.	Name of the Item	Qty.	EMD	Tender ID
01.	Deep Freezer -80°C	01	₹ 15000	2019_DARE_474917
02.	Cell Culture Incubator and Accessories	01	₹ 14000	2019_DARE_474940
03.	Automated Weather Station	01	₹ 7500	2019_DARE_474941
04.	Automated Radioactive Contamination monitors, Dosimeters and other misc. items for Radioisotope	01	₹ 30000	2019_DARE_474945
05.	Blood Gas Analyser	01	₹ 30000	2019_DARE_474949
06.	Cell Culture Incubator and Accessories (CO2 incubator with O2 control)	01	₹12000	2019_DARE_474954

A complete set of bidding documents in English may be downloaded from our website: www.nianp.res.in or CPP portal https://eprocure.gov.in. The Earnest Money Deposit (EMD) may be drawn in favour of ICAR unit NIANP payable at Bengaluru. The EMD will be reach the office before opening the technical bid. The Institute will NOT responsible for the postal delays.

Custom Duty Exemption Certificate (CDEC) will be issued only when the bid is quoted in foreign currency in case of foreign made items only and meant for ICAR-NIANP, Bangalore.

Other detailed terms and conditions are available on our website.

Date of Start of Sale of Bidding documents	:	03-06-2019
Last Date for Submission of Bids	:	03-07-2019@ 05:00 PM
Date of Opening of Technical Bids	:	05-07-2019 @ 11:00 AM
Date of Opening of Financial Bids	:	After Evaluation of Technical bids

Administrative Officer

IMPORTANT NOTES:

1. The tender documents can be down loaded from ICAR-NIANP Website www.nianp.res.in or from the Central Public Procurement Portal https://eprocure.gov.in. Bidders should also enrol/register in the e-procurement module of Central Public Procurement Portal through the website: https://eprocure.gov.in for participating in the bidding process. Bidders must possess a valid Digital Signature certificate (DSC) for online submission of bids.
2. Bids received on e-tendering portal only will be considered. Bids in any other form sent through Sealed Cover/email/Post/Fax etc. WILL BE REJECTED.
3. ICAR-NIANP reserves the right to accept/reject any or all the tenders in part/full without assigning any reason thereof.
4. ICAR-NIANP will not be responsible for any delay in enrolment/registration as bidder or submitting/uploading the offer on tender portal. Hence, bidders are advised to register in e-tendering website https://eprocure.gov.in and enrol their Digital Signature Certificate and upload their quotation well in advance.
5. Any change /corrigendum/extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit the ICAR-NIANP website for updates.
6. The bidders should also upload the scan copy of signed tender documents, acceptance letter, Non-Bank Certificate and checklist for tenders etc. along with technical bid.
7. The original Demand Drafts drawn for the EMD separately for each item should reach this office on or before the opening of the technical bid.

भाकृअनुप–राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर – 560 030
ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030
ISO 9001-2008 Certified
Phone:(O) +91-80-25711304, 25711164, Fax: +91-80-25711420 Website: www.nianp.res.in

❖ Sardar Patel Outstanding ICAR Institution Award 2012 ❖

F. No. 7-1(10)/PS/Advt./2019-20 Date: 03-June-2019

BIDDING DOCUMENT

For and on behalf of the Secretary, ICAR, the Director, ICAR-NIANP invites bids through online (e-tenders) under Two Bid System (Technical and Financial Bid) on the prescribed forms Chapter – IV and V, for the purchase of the following items as detailed in this schedule to tender. However it may be noted that it will be the discretion of the ICAR-NIANP authority whether to purchase the below mentioned equipment or not.

Sl. No.	Name of the Item	Qty.	EMD
01.	Deep Freezer -80°C	01	₹ 15000
02.	Cell Culture Incubator and Accessories	01	₹ 14000
03.	Automated Weather Station	01	₹ 7500
04.	Automated Radioactive Contamination monitors, Dosimeters and other misc. items for Radioisotope	01	₹ 30000
05.	Blood Gas Analyser	01	₹ 30000
06.	Cell Culture Incubator and Accessories (CO2 incubator with O2 control)	01	₹ 12000

THIS TENDER ENQUIRY HAS THE FOLLOWING CHAPTERS AND ANNEXURES:

Schedule to Tender

Chapter I	:	Instructions to Bidders
Chapter II	:	Conditions of Tender / Contract
Chapter III	:	Schedule of Requirement
Chapter IV	:	Proforma for Technical Bid
Chapter V	:	Proforma for financial bid
Chapter VI	:	Proforma for AMC charges
Annexure –I	:	Performance Statement for last 3 Years
Annexure-II	:	Certificate for compliance of instructions
Annexure-III	:	Checklist for tenderes

Tenderes are requested to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender and ensure all documents and Annexures are correctly filled in, signed and stamped where applicable and then submit your offer.

All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. All tender documents/terms and conditions must be thoroughly go through and quote the bid through online.

This tender is not transferable.

Administrative Officer

CHAPTER – I

Instructions to Bidders
(THIS TENDER SET IS NOT TRANSFERABLE)

01. Name of the store:

Purchase Section, (Room No. 119) Administrative Block, ICAR-National Institute of Animal Nutrition and Physiology, Adugodi, Bangalore -560030.

02. Date of submission:

Date of Start of Sale of Bidding documents	:	03-06-2019
Last Date for Submission of Bids	:	03-07-2019 @ 05:00 PM
Date of Opening of Technical Bids	:	05-07-2019 @ 11:00 AM
Date of Opening of Financial Bids	:	After Evaluation of Technical bids

03. Place of Submission :

Tender will be submitted through online http://eprocure.gov.in only any other mode of submission will not be accepted.

The institute will not be responsible for tenders submitted at any other mode / place. Tenders not received within the due date and time will not be considered under any circumstances or for any reason.

Tenderers are requested to study the tender documents completely and ensure all documents, forms and annexure to the tender are completely and correctly filled in, signed and stamped where applicable, all necessary literature, brochures and pamphlets have been attached and then to submit their offer. Incomplete tender documents shall be rejected straightway without any reference to the tenderers. Leaving any column not filled in or with cuttings will lead to rejection of the tender

04. Earnest Money Deposit (EMD) and Validity:

Must be deposited in the form of crossed Demand Draft / Pay Order / Fixed Deposit receipt in favour of "ICAR – UNIT, NIANP" from any Commercial Bank payable at Bengaluru in INR.

05. Offer Validity:

90 days from the date of opening of tender. In the absence of any indication in the tender documents submitted, of the date up to which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the Schedule to Tender.

06. Extension of Validity and Earnest Money Deposit:

If the validity of the tender is extended, the validity of the Earnest Money will also have to be suitably extended by the tenderer, failing which their tender shall not be considered by the purchaser after the expiry of the said period.

07. Eligibility for Responding:

Only those firms should respond who are the manufacturers or authorized dealers/agents of the items specified in the tender specifications.

The foreign manufacturers of the tendered items will have to specify in the tender document, details of the after sales service to be provided after expiry of warranty period.

Indian agents of foreign manufacturers/principal are allowed to participate in the tender subject to the following conditions: -

The Indian agent will submit along with the tender documents a copy of latest authority letter/agreement from the foreign manufacturer /principal.
Such agreement/authority with the foreign manufacturers/principal should be a long- term agreement and not merely for the present tender.
If the agreement is only for the present tender, the offer received is liable to be rejected.
The Indian agent will provide details of the after sales service and post contractual support i.e. repair, maintenance, supply of spare parts etc. that he / she will carry out.
Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.
Where the quoting party /Indian representative claims to be subsidiary or branch office or an authorized representative or principal foreign manufacturer /supplier in India, then a copy of approval from RBI/Ministry concerned for operating business in India as subsidiary /branch /liaison or joint –venture may be submitted with offer. The Indian agent of foreign manufacturer should be Registered with DGS&D only in case the bid is for item falling in the restricted list of the Export & Import Policy of Govt. of India copy of the current concerned Registration Certificate must be enclosed failing which the bid will not be accepted.
The tenderer must have latest PAN Number / TIN Number

The tenderer must have latest GST Clearance certificate

The firm must have trade registration certificate

Both the manufacturer & dealer preferably should not quote for the same equipment.

08. Opening of Tender:

Tendering firms can authorize a representative to be present at the time of opening of the tender. The representative must bring with him a letter of authority from the firm to be present at the time of opening of tender.

In the case of consumable materials, the firm has to provide sample(s) and in the case of fabrication, prototype has to be provided by the firm.

09. Delivery Required By:

For Indian manufacturer - Within 30 days from the Date of issue of award of Contract or as specified in the Purchase Contract.

For Foreign firms – 60 days from the date of award of contract.

10. Terms of Delivery:

For Indian manufacturer / suppliers:- F.O.R (Free on Rail) upto Stores, ICAR-NIANP, Adugodi, Bangalore – 560030.

For Foreign manufacturer / suppliers: - On F.O.B (Free on Board) basis.

11. Inspection after Receipt of Goods:

    The inspection will be done by the Inspection Committee in the presence of firm's representative. The successful tenderer will have to provide at his own cost and arrangement technically qualified personnel at the consignee's location for joint inspection. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost.

    In case of receipt of materials in damaged condition the suppliers will have to arrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier within the stipulated period.

12. Packing & Marking:

    The packing and preservation of the supplied goods shall be airworthy/seaworthy /roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required.

    All damages which may occur as a result of defective packing shall be borne by the seller.
    Each packing case shall have labels as follows:
    Contract No._____
    Consignee: Name of the Division/Unit_____

13. Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC):

    AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids. The AMC charges for three years after the expiry of warranty may be furnished in the format enclosed.

14. Compliance Statement:

    The firms must submit compliance statement -cum- technical bid in the format given in Chapter –IV, failing of which their offer will be treated as incomplete and is liable to be rejected.

15. Earnest Deposit / Bid Security:

    Must be deposited in the form of Crossed Demand Draft / Pay Order / Fixed Deposit receipt / Bank Guarantee in the name of the "ICAR Unit – NIANP" from any Commercial Bank payable at Bangalore. No other form of deposit will be accepted. There will be no exemption for paying earnest money. However, Firms registered with the Central Purchase Organization/NSIC only are exempted from submitting bids without EMD and (proof of registration must be attached therefore, without which it will not be considered). In case, if any tenderer fails to deposit the EMD the tender will be rejected straightway.

16. Guarantee/Warranty:

    Comprehensive onsite warranty is required. Warranty Terms period will start from the date of installation of items. In case at the time of installation stores/part of stores are found defective /damaged during or after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost. If it is required to be sent back to the foreign manufacturer, Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the equipment. All expenses in this regard will be borne by the supplier.

17. Performance Security:

    The successful bidder will have to submit a Performance security of equivalent to 10% of the Contract / Order value on or before 21 days from the date of issue of Notification of Award and before issue of Purchase Contract. The validity of performance security valid till the period of expiry of the Warranty/Guarantee period + 60 days in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee in favour of the "ICAR Unit – NIANP, Bangalore. (Bank Guarantee format will be provided by the office).

18. Liquidated Damages:

In case the firm does not complete the supply and installation within the laid down agreed Security delivery period as per contract, liquidated damages will be charged @ 0.5% per week or part thereof subject to a maximum of 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm or by legal means.

19. Dispute settlement:

The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Bangalore. Sole arbitrator is appointed by the Secretary, ICAR, New Delhi. His decision will be final and binding to both parties (Supplier and Purchaser).

20. Submission of the proposal (A) TWO BID SYSTEM:

The tenderers must submit the tenders in TWO BID SYSTEM

i) The tenderers should submit the tenders in TWO BID SYSTEM i.e. the Tenderers should give the technical details / bid as per Chapter -IV in a separate and the Financial bid as per Chapter -V in a separate along with detailed specifications of the item offered supported by leaflets, Brochure, if any.

ii) Both the above mentioned bids should be received separately as per the e-tender format.

iii) Composite bid i.e. rates indicated in the technical bid openly in tender will be rejected straightway.

iv) Only Technical Bid shall be opened on the date of tender opening.

v) Price bids of only those offers, which will be technically acceptable, will be opened for which the firms will be informed accordingly.

A. TECHNICAL BID:

Tender documents duly completed and signed but WITHOUT INDICATING THE RATE QUOTED.

The technical details of the models offered along with the supporting original published / web published technical literature, leaflets, brochures etc. as per Chapter-IV. Baring fabricated equipments, for all equipments, mere writing the specification on letter-head will not be accepted.

Earnest Money Deposit (EMD) as indicated against each item

Details of supplies of similar equipment as per Annexure-III along with copies of supply orders.

Latest agreement /authorization from the foreign firms in case Indian agent is submitting tender on its behalf.

Trade registration certificate from the RBI/Ministry/department concerned.

Latest income tax clearance certificate / copy of PAN card / TIN / GST.

Latest GST clearance certificate.

Technical bulletin with specifications clearly stated with model.

B. FINANCIAL BID should contain the following:

i) Details of rates, taxes, duties, discounts, if any, quoted by the bidder, should be submitted as per Chapter-V.

ii) Any documents in support of price bid.

iii) For Indian manufacturer rate should be at F.O.R. destination (upto ICAR-NIANP stores).

iv) For foreign supplier rates should be at F.O.B basis as well as C.I.P basis separately.

21. Evaluation of the Proposal : A two stage procedure will normally be adopted: -

i) Stage –I: Evaluation of Technical Bids to assess their suitability against the laid down parameters.

Tenderers must ensure that they enclose all original published / web published technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications.

In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original, no reference will be made to tenderer and the bid will not be considered further and treated as cancelled.

ii) Stage – II: Financial / Price Evaluation:

The financial bids of only those firms found meeting the laid down specifications at stage I shall be opened, evaluated and considered further.

It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid.

AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids. The AMC charges for three years after the expiry of warranty may be furnished in the format enclosed.

In case the Bidding document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of EQUITABLE COMPARISON AND EVALUATION, as per the B.C. selling exchange rates established by the Reserve Bank of India (or) State Bank of India for similar transaction, as on the date of Bid opening (date of opening of Commercial bid).

22. Mode of Payment:

A. FOR INDIGENOUS SUPPLIES: -

Payment on bill basis within 15 days after supply, satisfactory installation, commissioning and performance of the equipment at Bangalore and after certification by the indenters concerned. If the supplier fails to deliver and install the item within the time frame incorporated in the contract, liquidated damages @ 0.5% per week of the contract price will be deducted subject to a maximum of 10%.

B. FOR IMPORTS: -

The payment shall be made through irrevocable Letter of Credit (L.C.). LC will be opened on 100% value of the equipment/item on FOB value and 90% shall be released on presentation of complete and clear shipping documents. Rest 10% will be released only after satisfactory installation and commissioning of the equipment. This will not include commission to the Indian Agent. Payment to the Indian agent will strictly be made in Indian Rupees after satisfactorily commissioning of equipments.

All bank charges outside India will be borne by the supplier. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.

23. Training:

THE TENDERERS SHALL PROVIDE TRAINING TO THE USER AS PER THE TERMS & CONDITIONS OF THE CONTRACT AS HAS BEEN SPECIFIED IN TECHNICAL & FINANCIAL BIDS FREE OF COST AT THE TIME OF INSTALLATION/COMMISSION OF EQUIPMENT AT THE CONSIGNEES / USERS LOCATION AS SPECIFIED BY THE PURCHASER. ALL EXPENSES IN THIS REGARD WILL BE BORNE BY THE SUPPLIER.

24. Insurance:

As applicable in the case of imported goods. For indigenous item it will be the responsibility of the supplier to supply the material in good condition on F.O.R basis without involving the risk of the purchaser. A legally agreement/contract shall be executed with the contractor/firm by the Institute before installation of all/any type of instrument/machine as per the instructions of the Indian Council of Agricultural Research (ICAR).

Signature of Tenderer with office seal

CHAPTER-II

CONDITIONS OF TENDER / CONTRACT

01. All annexures, attached with the Tender should be duly filled in and supported with requisite documents for considering any offer as a complete offer.

02. Director, ICAR-NIANP, Bangalore, reserves the right to cancel/reject any or all the tenders without assigning any reason.

03. EARNEST MONEY DEPOSIT (EMD) :- Must be deposited in the form of crossed Demand Draft / Pay Order / fixed deposit receipt / Bank Guarantee in favour of "ICAR Unit – NIANP" from any Commercial Bank payable at Bangalore. No other form of deposit will be accepted. Technical bid without supported with EMD, therefore will be rejected.

    There will be no exemption for paying EMD. However, Firms registered with the Central Purchase Organization / NSIC only are exempted from submitting bids without EMD (proof of registration must be attached, therefore without which it will not be considered).

    a) No interest shall be payable by the purchaser on the EMD by the tenderer.
    b) The EMD is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
    c) If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the EMD shall be liable to be forfeited by the purchaser.
    d) EMD of the unsuccessful tenders shall be returned after finalization of tender.

04. GUARANTEE/WARRANTY:

    Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/items/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/items/articles would continue to confirm to the description and quality aforesaid for a period of Twelve months or otherwise mentioned from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract from the date of installation and satisfactory taking over of the goods/items/articles/equipment at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase /inspection authority has inspected and/or approved the said goods/items/articles equipment or such if during the Twelve months or otherwise mentioned the said goods/items/articles/equipment be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase /consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/items/articles/equipment or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/items/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.

    Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including, but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

    Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.

NOTE: - In case of any discrepancy in the period of guarantee/ warranty mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

05. Price:

The price quoted shall be on firm and fixed basis and should be reasonable leaving no scope for any further negotiation on price.

A. For goods manufactured in India: - on F.O.R basis (including all kind of charges and taxes). As per the Notification No. 45/2017 dated 14-Nov-2017 issued by Government of India the applicable GST would be @ 05% for the items to be supplied for Public funded research institutes.

Installation commissioning charges, if any

B. For goods manufactured abroad: -

The price of the goods should be quoted on F.O.B (Free on Board) basis excluding the Indian agent commission if any and also on C.I.F basis separately mentioning Freight, Insurance, Handling Charges and Transportation charges etc., clearly.

Installation commissioning charges, if any

The Institute is exempted from payment of excise duty. Hence, excise duty will not be paid to the firm. The Institute is exempted from payment of Custom Duty for which the exemption certificate will be issued.

For Sales tax we are not authorized to issue Sales Tax Form C & D;

06. AMC of Equipment:

After the warranty / Guarantee term is over, the firm should mention the charges of AMC atleast for first three years, after the expiry of warranty period.

NOTE: - In case of any discrepancy in the period of and/or AMC mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

07. Penalty for use of undue influence:

The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing top do or for having done or for borne to do any act in relation or execution of the contract or any other contracts with the Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the ICAR-NIANP. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf whether with or without the knowledge of the seller or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter-IX of the IPC, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the Prevention of Corruption shell entitle the purchase to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

08. Laws governing the contracts:

The contracts shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

09. Jurisdiction of Court:

The court of the Bangalore shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.

10. Force Majeure Clause:
    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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.

11. Termination of contracts:
    Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.

    a) The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.

    b) The seller is declared bankrupt or becomes insolvent.

    c) The delivery material is delayed due to causes of Force Majeure by more than reasonable time.

    d) In case Performance Security is not furnished within the time period specified by the purchaser.

    Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased.

12. Change of Address:
    Any change in Address /Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection. The successful bidder will have to provide the original proforma invoice from the foreign principal (duly signed in ink), in case of imported item/equipment, within 15 days of the date of receipt of purchase order, otherwise the purchase order will automatically stand cancelled without any further communication.

13. Govt. Regulations:
    It shall also be confirmed that there is no Govt. restriction or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Supplier / Contracts shall provide a certificate this effect.

14. Late / Delayed tenders:
    Shall not be considered at all.

15. Acceptance or rejection of offer:
    The Director, ICAR-NIANP, Bangalore reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 15 days from the date of issue of supply order.

16. Page Numbering & Signatures:
    Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature.

CHAPTER-III
SCHEDULE OF REQUIREMENT

Equipment Specifications attached separately

Signature of Tenderer with office seal Administrative Officer

Date:
Place:

भाकृअनुप–राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर – 560 030
ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030
ISO 9001-2008 Certified
Phone:(O) +91-80-25711304, 25711164, Fax: +91-80-25711420 Website: www.nianp.res.in

❖ Sardar Patel Outstanding ICAR Institution Award 2012 ❖

F. No. 7-1(10)/PS/Advt./2019-20 Date: 03-June-2019

CHAPTER – IV

TECHNICAL BIDS

1. Specification of the equipment / item (in detail) to be purchased.

Sl. No.	Details of Technical Specifications	Whether complied with YES/NO	If yes, please attach Tech literature of the equipment duly printed & clearly specify page No of Bulletin which specifically confirm this	If no, attach deviation Statement	Remarks (if any)
		YES / NO			
		YES / NO			
		YES / NO			
		YES / NO			
		YES / NO			
		YES / NO			
		YES / NO			
		YES / NO			
		YES / NO			

N.B.:-

1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.
2. The above compliances are to be supported with original published technical bulletins / brochures / leaflets etc.
3. Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo.

Signature of Tenderer with office seal

Date:

Place:

भाकृअनुप–राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर – 560 030
ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030
ISO 9001-2008 Certified
Phone:(O) +91-80-25711304, 25711164, Fax: +91-80-25711420 Website: www.nianp.res.in

❖ Sardar Patel Outstanding ICAR Institution Award 2012 ❖

F. No. 7-1(10)/PS/Advt./2019-20 Date: 03-June-2019

(Compulsory to be filled up with details by the bidder)

CHAPTER - V

FORMAT OF PRICE QUOTATION

Please refer the excel sheet (BOQ) uploaded in Central Public Procurement Portal (CPPP).

भाकृअनुप–राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर – 560 030
ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030
ISO 9001-2008 Certified
Phone:(O) +91-80-25711304, 25711164, Fax: +91-80-25711420 Website: www.nianp.res.in

❖ Sardar Patel Outstanding ICAR Institution Award 2012 ❖

F. No. 7-1(10)/PS/Advt./2019-20 Date: 03-June-2019

CHAPTER - VI

FORMAT OF PRICE QUOTATION FOR AMC / CMC

Name of the Equipment_____

Sl. No.	Description of Goods & allied Services and Accessories	Total Amount in INR
01.	For First year (After expiry the warranty period)	
02.	For Second year	
03.	For Third year	

The above mentioned rates are exclusive of taxes (Service tax as applicable)

The rates will not be changed for any reason.

Signature of Tenderer with office seal

Date:

Place:

Annexure-I

PERFORMANCE STATEMENT FOR LAST 3 YEARS

Sl. No.	Name of the Items	Name of the office by whom order was placed	Order No. & date (Please enclose copy of supply orders)	Value of supply order	Delivered in time or not	If not please Specify the reason	Attach satisfactory Working report from each office (Yes/No)

Signature of Tenderer with office seal

Date:

Place:

Annexure-II

CERTIFICATE TO BE SIGNED BY THE TENDERER

CERTIFICATE

It is certified that I have read and understood and shall comply all instructions contained in the tender enquiry and its schedule. All pages of schedule to tender from page _____ to _____ have been filled properly and signed.

Signature of tenderer: -_____

Name in block letters: -_____

Name of firm:_____

Full address:_____

_____

_____

_____

i) Telephone No._____

ii) Mobile No._____

iii) Fax No._____

iv) Email id_____

v) Website_____

Signature of Tenderer with office seal

Date:

Place:

Annexure-III

Check list for Tenderers
Before submission of tender documents, Tenderers should check they have complied with the following requirements:

Sl. No.	Requirements to be checked before submission of the tender	Complied (Please indicate) Yes after complying with the requirement
01.	Cost of Tender has been enclosed with tender document. If not, then supporting documents providing exemption to this enclosed.	
02.	Earnest money Deposit (EMD) has been enclosed.	
03.	Copy of valid registration certificate with DGS&D in the case of Indian Agent enclosed only in case the bid is for item falling in the restricted list of the Export & Import Policy of Govt. of India.	
04.	Copy of trade registration certificate from the RBI / Ministry or department concerned in the case of foreign subsidiary firm.	
05.	Enclose sales tax registration certificate and PAN / TIN / GST number.	
06.	Complete tender documents have been enclosed, after signature & stamping on all pages.	
07.	Signatures of witness with full name and address have been added whenever required on tender document.	
08.	Proposal has been submitted in two bid system – Technical Bid & separate Financial Bid as per tender enquiry.	
09.	Offer validity as required in tender has been accepted & clearly mentioned in tender document.	
10.	Delivery Terms & Period as per tender have been accepted and mentioned in tender.	
11.	Payment Terms as per tender have been accepted and mentioned in tender.	
12.	Compliance statement as per chapter-IV has been enclosed along with supporting technical documents /proof for each point/parameter clearly showing it is complied with or not.	
13.	Performance statement for 3 years as required in tender, in the laid down format as per annexure-I, has been enclosed. If not, reasons be specifically given in writing.	
14.	Warranty terms as per tender accepted.	
15.	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed.	
16.	Status of tenderer has been clearly written in tender – manufacturer or manufactures authorized agent. If authorized agent, valid latest agreement authority letter/agreement for the items quoted from the manufacturer has been enclosed.	
17.	Free Training on use of equipment after supply, as specified in tender, has been accepted in writing.	
18.	Technical and Financial bid along with necessary documents have been submitted through online.	
19.	A mandatory declaration that is duly signed and bearing office seal in writing that business dealings with the firms have not been banned by any Govt. / Private agency is enclosed.	
20.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	

Signature of Tenderer with office seal

Date:

Place:

भाकृअनुप–राष्ट्रीय पशु पोषण एवं शरीर क्रिया विज्ञान संस्थान
आडुगोडि, बेंगलूर – 560 030
ICAR - National Institute of Animal Nutrition and Physiology
Adugodi, Bangalore - 560 030
ISO 9001-2008 Certified
Phone:(O) +91-80-25711304, 25711164, Fax: +91-80-25711420 Website: www.nianp.res.in
❖ Sardar Patel Outstanding ICAR Institution Award 2012 ❖

F. No.7-1(10)/PS/Advt./2019-20 Date: 26-June-2019

CORRIGENDUM

With reference to the Tender ID No. 2019_DARE_474954, the revised Technical Specifications have been uploaded for the Scientific Equipment "Cell Culture Incubator and Accessories (CO2 incubator with O2 control)".

S. Shashikala
Administrative Officer

Specifications forcell culture incubator (CO_2 incubator with O_2 control)

1. Table top, compact design, carbon dioxide incubator with temperature and oxygen control.
2. Capacity: 40-50 L
3. Gas Pressure: Should be less than 10 psi
4. Humidity: 90-95%, stainless steel tray and interior of the incubator should be stainless steel
5. CO_2 sensor: Infra red/TCS
6. Display: Text with Graphical representation of data.
7. Provision with autosterilization, dry sterilization.
8. Temperature range: 4above ambient to 50˚C
9. Data Storage: 48-72 hour
10. Temp. control: ± 0.1°C
11. O_2 Range: 1-19% with high quality O_2 sensor
12. Filter: HEPA (without fan) is preferable
13. $CO_2$and N_2Cylinders: 1 No's each
14. Regulator for CO_2 and N_2 cylinders (2 stage)
15. Stabilizer: SERVO (3KVA)
16. CE Certification or any other international standard
17. Warranty: minimum 2yrs