



भाकृअनुप - राष्ट्रीयपशुरोगजानपदिकएवंसूचनाविज्ञानसंस्थान  
ICAR-National Institute of Veterinary Epidemiology and Disease Informatics

रामगोंडनहल्ली, येलहंका, बेंगलुरु - 560064

Ramagondanahalli, Post Box No: 6450, Yelahanka, Bengaluru - 560064

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F.No.6-24(22)/BBSRC/DBT/NIVEDI/2015-16/Date: 11-2-2016

**Sub:-Invitation for bids for Purchase of Scientific equipments-reg**

**Dear Sirs,**

The Director, ICAR-NIVEDI invites sealed bids under single bid system from the interested suppliers/dealers/Indian or Foreign manufacturers, Indian agents on behalf of their foreign principals for the supply of following Scientific equipment:-

Sl. No.	Tender schedule No.	Name of the equipment	EMD	Quantity	Delivery schedule
1.	F.No.6-24(22)/BBSRC/DBT/2015-16	Liquid Nitrogen Container with racks and box system	10350	One	<b><u>For Indian supply:</u></b> Maximum six weeks from the date of supply order  <b><u>For Foreign supply:</u></b> Maximum of 8 weeks from the date of supply order/Opening of letter of credit

Note: **EMD** shall be submitted in the form of a Demand Draft on a scheduled commercial bank in India drawn in favour of **ICAR UNIT-NIVEDI A/C payable at Bengaluru** or in the form of a Bank guarantee issued by a scheduled commercial bank in India in the format provided (**Annexure-VI**) and valid for 45 days beyond the validity of the bid. The original bank guarantee should be sent directly to the purchaser by registered post (AD) by the issuing bank.

**HOW TO QUOTE:**Quote under **Single Bid system**. The quotation may be addressed to the Director, ICAR- National Institute of Veterinary Epidemiology & Disease Informatics, Ramagondanahalli, Yelahanka, Bengaluru-560 064. The quotation should be invariably marked on the top of the right hand Corner of envelop as "Schedule No. \_\_\_\_\_ and name of the equipment \_\_\_\_\_ & opening date) \_\_\_\_\_.

Quote the best suiting model to the specifications given in **Annexure-V**.

The tenders should reach the office of the undersigned on or before **25-2-2016 till 4.00 P.M.** which will be opened on **26-2-2016 at 11.00 A.M.** by the tender opening committee in the presence of intending tenderers who may wish to be present at that time. In the event of a holiday on account of any reason, the tenders shall be opened on the next working day at the same time.

### **PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid for acceptance for 90 (ninety) days after the date of bid submission prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

In exceptional circumstances, the purchaser may solicit the bidders consent to an extension of the period of bid validity up to a specified period. The request and the response there to shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.

If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

The bids are liable for rejection, if they are incomplete, unsigned and specified EMD/Bid form (**Annexure-I**) are not enclosed. The bidders are required to enclose pre-receipted Invoice/challan (**Annexure-VII**) to enable this Institute to refund EMD of unsuccessful bidders. Each item should be quoted separately in separate envelopes clearly super scribing the Name of the equipment and Tender schedule No. of the items for which the bid is submitted.

Right is reserved to ignore any or all tenders which fail to comply with the above instruction. The quantity of the tendered item(s) be increased or decreased or deferred at the sole discretion of the Director.

The bidders are required to quote their prices in the prescribed format (**Annexure II/Annexure-III**). The quotation must contain the rates for the main item and spare

parts that are compulsorily supplied with the main equipment i.e., the aggregate value of the equipment with all parts required for normal functioning should be mentioned as one item. Price list of spares/optional parts may be indicated under the heading optional. **The quotation must be signed by the supplier/authorized signatory of the bidding firm/company. Indian agents quoting on behalf of the foreign Principals** should attach authentication letters from the principals along with their quotation(**Annexure IV**). The interested suppliers may contact the undersigned on any day for clarifying issues and clearing doubts, if any, on specifications and other allied technical details of the equipments. The bidder can **indicate or attach copy of sales tax/CST/VAT clearance certificate/Copy of PAN**. Rates in figures and words should be written legibly against each item. Any corrections/incorrect figures or words in the column of 'units' and 'rates' should be scored out and re-written under your sign. No clerical error, typographical error will be considered after the opening of the quotation and no person shall be allowed at any time on any account whatsoever, any claim for revision or modification of the rates quoted by them. Your quotation shall remain valid for a period not less than 90 days after the opening date of quotation. **Attach literature/leaflets/photographs containing detailed description of goods, essential technical and performance characteristics, user list, etc. Indicate any other conditions, discount, concessions, etc in the quotation itself.**

**IMPORTED GOODS/EQUIPMENTS:** In case of imported goods, the price may be quoted in foreign currency (as per **Annexure-III**) and import will be made in **FOB basis**. The Foreign manufacturers, whether they participate in the tender directly or through their accredited agents, should furnish an undertaking that they will directly or through their agents take the responsibility of maintenance of the equipment supplied and installed for a period of 3 years from the date of successful installation and commissioning of equipment. Indian agents of foreign principals must submit their tender along with original proforma invoice from their foreign principals. Agency commission payable to Indian agents should be indicated separately for payment in Indian rupees, if the quotation is in foreign currency. If the tendered quote in Indian rupees (As per Annexure-I), authority letter/ Custom duty exemption certificate will not be issued by this Institute.

### **PAYMENT**

The payment shall be made in the currency/currencies specified in the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

The payment shall be made in the following manner and on production of the following **documents**.

**A) Payment for goods supplied from abroad:**

**(i) On shipment:**

**90% of the contract price** shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank in India or a bank in the supplier's country acceptable to the purchaser, upon submission of the following **documents**.

A) Certified copy of the fax sent by the supplier to the purchaser and others

B) Supplier's signed commercial invoice showing contract number, description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.

C) Original clean on board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.

D) Packing list, identifying contents of each package.

E) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the letter of credit.

F) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.

G) Pre-despatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.

H) Certificate of origin

I) Supplier's certificate confirming that the required **documents** have been sent to all concerned.

J) supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.

**(ii) On final acceptance**

**10% of the contract price** of goods received shall be paid within 30 (thirty) days of receipt of goods on submission of the claim supported by the acceptance certificate issued by the purchaser.

### **Operation of the letter of credit:**

i) The payments effected through letter of credit, shall be subject to the latest uniform customs and practice for documentary credit, of the international chamber of commerce;

ii) If requested specifically by the supplier, the letter of credit will be confirmed, but the cost for the same shall be changed to the supplier's account.

iii) If the letter of credit is required to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof shall be to the supplier's account.

### **Payment of agency commission:**

Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser confirming that the goods have been delivered, full 100% payment has been made to the foreign supplier and all the other contractual obligations, have been performed by the supplier and its agent for claiming this payment.

This payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through letter of credit.

### **Payment for goods supplied from India:**

Payment shall be made in Indian rupees by the purchaser's paying authority, as specified in the contract (and not through letter of credit), in the following manner:

100% of the contract price shall be paid on receipt of the goods by the consignee and after completion of satisfactory installation and commissioning of the equipment upon submission of the following **documents**.

- A) The supplier's invoice showing contract number, description of the goods, quantity, unit price and the total amount;
- B) Delivery note;
- C) Packing list identifying contents of each package;
- D) Insurance certificate;
- E) Manufacturer's/supplier's warranty certificate;
- F) Pre-despatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report;
- G) Installation report

## **DELAY IN THE SUPPLIER'S PERFORMANCE**

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.

Any unexcused delay by the supplier in maintaining its contractual delivery obligations shall render the supplier liable to any or all of the following sanctions:

Imposition of liquidated damages,

Forfeiture of its performances security and/ or

Termination of the contract for default.

If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions hindering 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). After the receipt of the supplier's notice, the purchaser, as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.

The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / any other expense related to such supply shall lie against the purchaser.

## **LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods or perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivery price of the delayed goods or unperformed services for each week of delay or part of the delayed goods or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract, if the same have not been terminated already. Further during the above mentioned delayed period of supply and / or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.

**WARRANTY/GUARANTEE:** Normal commercial warrantee/guarantee shall be applicable to the offered goods. Warranty period should be indicated for replacement at free of cost in case any defect with the equipments and its accessories or any parts thereof found within the warranty period. The firm should also quote their rates towards regular servicing/maintenance duly mentioning the number of visits per annum after the guarantee/warranty period is over (during the period of servicing/maintenance, replacement of defective parts is to be done free of cost).

**INFRINGEMENT, AUTHORITY & JURISDICTION:** If any equipment or items supplied By the firm have been found faulty/in bad condition/unsound/inferior in quality/not matching with specification mentioned in their quotation/otherwise unfit for use, the items/equipment will be rejected summarily by the Project Director and the firm shall be liable for losses sustained by the ICAR on account of the breach of contract or the losses will be recovered from the Performance Security or from their invoices due to them. The Director, NIVEDI reserves the right to accept or reject any of or part of all the tenders without assigning any reasons thereof. Dispute if any, will be subject to jurisdiction of Bangalore.

Notwithstanding the terms and conditions give above, the decision of the **Director, ICAR-NIVEDI** shall be the final in all the controversies that may arise in the matter.

Yours faithfully,

Asst. Admn. Officer  
For DIRECTOR

**BID FORM AND PRICE SCHEDULES**

Date .....

The Director,  
ICAR- National Institute of Veterinary Epidemiology and Disease Informatics,  
Ramagondanahalli, Yelahanka, Bengaluru-560 064.  
(Designation and address of the purchaser)

Ref. Your Invitation for bid document no... .. date... ..

Having examined the above mentioned **bidding documents**, including added Nos... ..  
., the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply and  
deliver ... .. In conformity with the said **bidding documents** for the sum as shown in  
the price schedule, attached here with and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods and complete the services in  
accordance with the delivery schedule specified in the schedule of requirements after  
fulfilling all the applicable requirements incorporated in the above referred  
**bidding documents**.

If our bid is accepted, we will provide you with performance security as per the instructions  
specified in the Invitation for bid and in a form acceptable to you for a sum equivalent to  
10% (ten percent) of the contract price for the performance of the contract.

We agree to abide by this bid for the bid validity period specified in the Invitation for bid or  
for the subsequently extended period, if any, agreed to by us and it shall remain binding up  
on us and may be accepted at any time before the expiration of that period.

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

Dated this ... .. day of ....., 20.....

Signature

(In the capacity of

Duly authorized to sign bid for and on behalf of



**ANNEXURE-II**

**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

Schedule No.	Item description	Country of origin	Accounting unit & Quantity	Ex-factory/ex-warehouse use/ex-show room off-the shelf	Excise duty if any	Packing & forwarding	Inland transportation	Insurance other duties taxes, if any (other than sales tax) & incidental costs	Incidental services (including supervision)	Overall unit price (A+B+C+D+E+F)	Total price	Sales Tax payable, if contract is awarded
				(A)	(B)	©	(D)	(E)	(F)		4X6	
1	2	3	4	5	6	7	8	9	10	11	12	13

Total bid price in Rupees: (in figures) ... ..

(in words) ... ..

Signature of bidder  
Name  
Business address:

Place:

Date:

Note: In case of discrepancy between unit price and total price, the unit price shall prevail.

**ANNEXURE-III**

**PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5				6	7	8	9	10
				<b>Price per unit</b>								
Schedule No	Item description	Country of origin	Accounting unit & Quantity	Unit price FOB port of loading	Unit price CIF at Port of entry	Inland transport charges insurance and other local costs incidental to delivery if specified	Incidental services including supervision	Overall unit price (A+C+D)	Total price	Indian agents name	Indian agent's Commission as a% of FOB price included in the quoted price	Shipment weight and volume
				(A)	(B)	©	(D)		4X6			

Total bid price in Rupees : (in figures) .....

(in words) .....

Signature of bidder  
Name  
Business address:

Place:

Date

Note:

- i. In case of discrepancy between unit price and total price, the unit price shall prevail.
- iii. Indian agent's commission shall be paid in Indian Rupees only. No change due to exchange variation shall be allowed.

**MANUFACTURE'S AUTHORISATION FORM**

To,

The Director,  
ICAR-National Institute of Veterinary Epidemiology & Disease Informatics,  
Ramagondanahalli,  
Yelahanka,  
Bangalore-64.

Dear Sirs,

Ref. Your **bidding** document no.

We, ... .. who are established and reputable manufactures of ... ..  
... .. having factories at... ..hereby authorize. Messrs ... ..  
... .. to submit a bid, negotiate (as and if necessary) and  
conclude the contract with you against your above mentioned **invitation for bid** for  
the above goods manufactured by us.

No company or firm or individual other than messrs ... ..  
(name and address of the above agent) is authorized to bid, negotiate and conclude  
the contract against this specific invitation for bid for the above mentioned goods  
manufactured by us.

We here by extend our full guarantee and warranty for the goods and services  
offered for supply against this invitation for bid.

Yours

Faithfully,

(Signature, name and designation)

For and on behalf of Messrs ... ..

(Name & address of the manufactures)

Note:This letter of authorization should be on the letter head of the manufacturing  
firm and should be signed by a person competent and having the power of attorney  
to legally bind the manufacturer.

**TECHNICAL SPECIFICATIONS**

**Tender Schedule No. 01: LIQUID NITROGEN STORAGE CONTAINER**  
**Quantity: ONE**

Capacity : between 50-100 ltrs

Should have provisions to store Racks (cryo box holder) and cryo boxes

Lower evaporation rate preferred (approx. 0.45 - 0.99 for 50-100 ltrs capacity respectively)

Should be complete with all the including lock cap, cryo box holder, cryo boxes, vials, caster base etc. (price may be shown separately)

5 years vacuum warranty

**ANNEXURE -VI**

**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas... .. (name of bidder) (hereinafter called "the bidder") has submitted his bid dated... .. for the supply of ... .. (hereinafter called "the bid ").

KNOW ALL PEOPLE by these presents that we ... .. Having registered office at ... .. (hereinafter called " the bank " ) are bound unto... .. (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

- I. Withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- II. Does not accept the correction of errors in accordance with the instruction to bidders.

Or

2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity:

- (I) Fails or refuses to execute the contract form, if required or
- (II) Fails or ref use to furnish the performance security, in accordance with the instructions to bidder:

We undertake to pay to the purchaser up to the above amount upon receipt of the 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 above mentioned two conditions, specifying the occurred condition or conditions.

Signature of the bank

SEAL of the bank

Date ... ..

Place ... ..

**NOTE: The Bank Guarantee shall be directly sent by the Bank to the Purchaser by Regd. AD. Bank Guarantee if sent by the bidders to the purchaser directly stands invalid as per the latest guidelines issued by the Central Vigilance Commission.**

**ANNEXURE-VII**

(TO BE SUBMITTED ON THE LETTER HEAD OF THE FIRM)

**PRE-RECEIPT**

Received with thanks a sum of \_\_\_\_\_  
(Rupees \_\_\_\_\_)

From the Director, ICAR-NIVEDI, Ramagondanahalli, Yelahanka, Bangalore-560 064  
paid by us vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
submitted as EMD against your  
\_\_\_\_\_ dated \_\_\_\_\_

For \_\_\_\_\_

Authorised signatory

Place:

Date: