



National Agri-Food Biotechnology Institute

Department of Biotechnology, Government of India
C-127, Industrial Area, S.A.S. Nagar,
Mohali-160071 Punjab, INDIA

Ph: 0172-4604888
Fax: 0172-4011916

NABI/ 1 (120)/ 10-11/ N-Pur

28th Dec' 2010

NOTICE INVITING QUOTATION

Sealed Quotations in TWO BID SYSTEM are invited on behalf of Executive Director NABI, Mohali for the purchase of following items so as to reach latest by 17th Jan' 2011 on or before 3.30 pm. Technical and Commercial bids should be sent in separate sealed envelopes and enclosing them in a common sealed cover. The Quotations will be opened on the same day at 4 pm in the presence of tenderers, if any:

Instrument name: FTIR

Fully computer controlled FTIR Spectrometer with Microscope and Imaging System

Qty – 1 No

Mandatory Technical Specifications:

- 1) Spectral range: 7800 – 375 cm⁻¹ or better
- 2) Resolution: 0.4cm⁻¹ or better
- 3) Wave number accuracy: 0.02 cm⁻¹ or better
- 4) Detectors: DTGS and MCT detectors
- 5) Peltier OR water-circulation-based temperature control of transmission cell is mandatory; for ATR accessories temperature control arrangements may be quoted as optional, if available.
- 6) Accessories for transmission-based and ATR-based spectra collection for both liquid and solid powder samples with necessary hardware/software for protein analysis (determination of secondary structure, and monitoring of temperature induced structural changes).
- 7) Computer, laser printer and software for analysis of proteins structure etc.
- 8) 3-D and 2-D imaging of Protein, Carbohydrate, Lipid, Fibre in plant tissue samples by FTIR Microscope and imaging attachment. Image resolution should be $\leq 2.5\mu\text{m}$. Party should demonstrate FTIR imaging of NABI samples.
- 9) Transmission cell for aqueous samples with $\leq 6\mu\text{m}$ path length and temperature control (5-95 deg C).



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- 10) Signal to noise ratio 50000:1 p/p 1 minute time scan for sample and reference at band width 2100cm⁻¹ to 2200cm⁻¹ or better.
- 11) Rapid scan for at least 55 spectra/sec. or better for FTIR spectroscopy and imaging system.
- 12) Instrument should be quoted with all the accessories required to meet the tender's application.

Other Mandatory Specifications (bidders must respond to each point, agreeing to meet requirements where specified):

- 1) Warranty is required for 5 years. Any additional charges for warranty should be quoted separately.
- 2) Bidders should perform validation of the instrument every six months from the date of installation for 5 years. Any additional charges in this respect should be quoted separately.
- 3) Bidders should provide evidence of supply of equipment of similar specifications to at least five research institutes during the last three years. Bidders should provide copy of recent purchase orders, inclusive of price, in the sealed financial bids.
- 4) Claims relating to FTIR analysis and imaging must be supported with references of research publications in high impact factor journals.
- 5) Bidders should depute an engineer for at least one month after the installation of the instrument at NABI for training. Any additional charges in this respect should be quoted separately.
- 6) The company that supplies the item will be encouraged to develop a semi-commercial FTIR facility at NABI by a joint agreement; bidders may respond about their willingness in this regard.
- 7) Bidders should give a compliance statement (point wise) showing/highlighting items part no/serial number in the quotation, covering letter, or attached technical brochure, for comprehensive technical comparison. Proof of compliance should be mentioned point



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wise in the catalogue. Failing in compliance and proof of compliance will cause cancellation of the bid without any further notice/information. **“Please fill the format as per Annexure A”**

- 8) Multiple Models with higher specifications should be quoted as separate models in the bids.

BEFORE QUOTING PLEASE REFER THE INSTRUCTIONS OVERLEAF CAREFULLY

Yours faithfully,

-sd-

(S. Krishnan)

Stores and Purchase Officer



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INSTRUCTIONS

- Inquiry will be sent by UPC/Courier/Speed Post/E-mail and NABI will not be liable for any kind of Postal delay.
- The Quotation Should be addressed to the Executive Director NABI, Mohali invariably giving on the envelop Reference No.with date and Due date with time.
- The Quantity mentioned in this inquiry and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
- The quotation should be enclosed in a sealed envelope.
- Firms will quote separately for each article.
- Prices:
 - A) **For goods manufactured with India: (Format as per Annexure “B”)**
 - (i) The price of goods quoted Ex-Works including taxes already paid.
 - (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
 - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
 - (b) The installation, commissioning and training charges including any incidental services, if any.
 - B) **For goods manufactured abroad: (Format as per Annexure “C”)**
 - (i) The price of the goods, quoted on FCA(including inland freight) (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form. The charges for insurance and transportation of the goods to the port/place of destination.
 - (ii) The agency commission charges, if any.
 - (iii) The installation, commissioning and training charges including any incidental services, if any.
 - C) We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**
 - D) **Sales Tax:** We are not authorized to issue any Sales Tax Form 'C' & 'D'.

VALIDITY OF OFFER :

The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** from the date of opening of the quotation.



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- The delivery period should be specifically stated. EX-Stock and earlier delivery may be preferred.
- Samples wherever asked for will not be paid for these should be delivered in the office of the undersigned securely labelled and packed. In case of terms who submit the samples through Railways/Road Transport the freight should be prepaid and RR should be in favour of Stores and purchase of NABI, Mohali.
- **REASONABILITY OF PRICES :**

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

The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to NABI to any other customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later.

The party must give details of identical or similar equipment, if any, supplied to any CSIR labs/DBT Institutes during last three years along with the final price paid and Performance certificate from them.
- The rates quoted should be in Nos and otherwise your quotations is liable to be ignored.
- **ANNUAL MAINTENANCE CHARGES:** The party **must** mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention. **(AMC charges should be mentioned only in the commercial bid)**
- **SPECIFICATIONS:**
 - A.** Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party
 - B.** The technical bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the NABI requirement.
- **PAYMENT CONDITION:**
 - A. FOR INDIGENEOUS SUPPLIES:**

Payment on Bill Basis after supply: For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at NATIONAL AGRI-



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FOOD BIOTECHNOLOGY INSTITUTE, MOHALI and after certification by our technical expert/scientist. However, supplier will be required either to submit performance bank guarantee for **10%** amount of the total value of equipment, after installation of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period.

B. FOR IMPORTS:

The payment against imports shall be made through irrevocable L/C. L/C will be opened for 100% FOB/CIF value. 90% of L/C amount shall be released on presentation of complete and clear shipping documents and remaining **10%** shall be released after installation/demonstration/commissioning, subject to submission of PBG of equivalent amount to cover the warranty period. The PBG should remain valid up to 60 days after the expiry of warranty period. **In case of non-submission of PBG after installations/demonstration/commissioning, remaining payment i.e. 10% will be released only after the completion of warranty period.**

- **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at the project site in NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
- **No Advance Payment:** No Advance payment will be made to any supplier.
- **INSTALLATION:** The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but in any case within one month after receipt of the item in the lab and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.
- **GUARANTEE/WARRANTY:** The equipment/instrument must be guaranteed/warranted for a period of **Five years from the date of its satisfactory installation/commissioning** against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the lab. or at site of the supplier for which 'to and fro' expenses will be borne by the supplier.
- **SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.
- **AFTER SALES SERVICES:** It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services. The company should have service engineers within 300 km of the range of the institute.
- **INSPECTION :**
 - a. The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.



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- b. In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the lab. or CIF basis till satisfactory installation of the system.
- c. The supplier **should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instt. to ascertain the date of arrival of consignment.

- **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

- a. In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter / copy of agreement from the principal manufacturer must be submitted with the quotation.
- b. Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.
- c. The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, Chandigarh as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.
- d. Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

- **PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- a. **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.**
- b. In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.
- c. If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- d. **The same rate of penalty shall be applicable for late installation of the equipment/instrument also.**

- **TRAINING:**

Wherever needed, Our Scientist/Technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges

- **LATE/ DELAYED /UNSOLICITED QUOTATION:**



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Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.

• **ACCEPTANCE OR REJECTION OF OFFER:**

The Executive Director, NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI reserves the right to accept or reject any quotation in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.

• **PAGE NUMBERING & SIGNATURES:**

Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.

• **INTERIM ENQUIRIES:** No interim inquiries will be attended.

• **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. **If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.**

Yours faithfully,

-sd-

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ANNEXURE 'A'

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

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



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ANNEXURE "B"

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____

NIQ No. _____

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

Total Bid price in foreign Currency _____
_____ in words.

Signature of Bidder

Name:

Business Address:

Note:

- (a) Indian agents name & address _____
- (b) Installation, commissioning & training charges, if any _____
- (c) Cost of Spares _____
- (d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.
- (e) The cost of optional items shall be indicated separately.



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ANNEXURE "C"

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

NIQ No. _____

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

Total Bid price in Indian Rupees _____
_____ in words.

Signature of Bidder

Name:

Business Address:

Note:

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

(b) Cost of spares _____