



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
(Department of Biotechnology Ministry of Science and Technology, Govt. of India)
C-127, Industrial Area, Phase 8, SAS Nagar, Mohali, Punjab – 160071.
Phone: 0172-2290300 Fax: 0172-4604888

Advt. No: NABI/SEQ/2011-12

Executive Director, NABI invites tenders from reputed Indian/foreign manufacturers and authorized dealers for the supply of the following item(s) under two bid systems:

Sno	Tender No	Item Description	Qty	EMD (in Rs.)
1	NABI/SEQ/2011-12	SEQUENCING OF RNA (TRANSCRIPTOME) AND SMALL RNA SAMPLES	74 Samples (app)	4,00,000.00

Note: SUPPLIERS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.500/- (FIVE HUNDRED ONLY) FAVOURING NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI, BEING THE COST OF TENDER DOCUMENTS, FAILING WHICH THE TENDER WILL NOT BE CONSIDERED.

Details of Demand Draft/Pay Order

1. Demand Draft/Pay Order for Rs.500/- (Rupees five hundred Only) drawn on _____ is enclosed with technical bid towards the **cost of tender documents**
2. Demand Draft/Pay Order for Rs. _____ (Rupees _____) drawn on _____ is enclosed with technical bid of the tender documents towards **Earnest Money Deposit (EMD)**

The detailed Tender Documents with complete terms & conditions with technical specifications are available on our website <http://www.nabi.res.in>

Last date of receipt of complete tenders is **22nd December 2011 at 3.00 PM (IST)**

The date of opening of technical bids is **22nd December 2011 at 4.00 PM onwards.**

Stores & Purchase Officer



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
(Department of Biotechnology Ministry of Science and Technology, Govt. of India)
C-127, Industrial Area, Phase 8, SAS Nagar, Mohali, Punjab
Phone: 0172-2290300 Fax: 0172-4604888

Advt. No. NABI/SEQ/2011-12

Executive Director, NABI invites tenders (Two Bid System) in closed/sealed covers with wax/cello tape/ company seal from the reputed Indian/foreign manufacturers or sole authorized dealers/distributors for the supply of the following item(s):

Sno	Tender No	Item Description	Qty	EMD (in Rs.)
1	NABI/SEQ/2011-12	SEQUENCING OF RNA (TRANSCRIPTOME) AND SMALL RNA SAMPLES	74 Samples app	4,00,000.00

Interested parties may purchase the tender document directly from the office of NABI by paying Rs.500/- or download the tender documents directly from the website and attach a DD of Rs.500 (Five Hundred only) in favour of National Agri-Food Biotechnology Institute as cost of tender documents. Both the bids i.e. the Technical & Price bids must be submitted on or before **22nd December 2011 at 3.00 PM** along with EMD.

The technical bid will be opened on **22nd December 2011 at 4.00 PM** onwards in the presence of the bidders, who wish to be present. The financial bid of only those tenderers who are assessed as technically qualified by the committee will be opened with prior intimation to the tenderer.

Last date of receipt of complete tenders is **22nd December 2011 at 3.00 PM (IST)**

The date of opening of technical bids is **22nd December 2011 at 4.00 PM onwards.**

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

***TB – Two Bid Tender System**

STORES & PURCHASE OFFICER

MODIFIED Technical specifications of Sequencing of RNA (Transcriptome) and small RNA Samples after the pre-bid meeting dated 7th Dec' 2011

Details for sequencing

(Technical and price bid should be quoted separately for item A, B and C)

A. Transcriptome sequencing on 454 GS-FLX Plus

- 1.) Total number of samples: 74.
- 2.) Transcriptome sequencing on 12 full plates (one sample per plate) on 454 GS FLX plus system. The quote should be per full plate.
- 3.) Transcriptome sequencing on 16 plates (Four samples per plate with physical separation using gasket) on 454 GS FLX plus system. The quote should be per plate.
- 4.) Minimum throughput of 600 Mb for full plate and 110 Mb four samples per plate with physical masking must be provided.
- 5.) Median read length of 550 bases must be provided.
- 6.) Minimum of one million reads per run for full plate and 0.20 million reads for four samples per plate (with physical masking) must be provided.
- 7.) Average per base quality of read to initial 400 bases must be more than Q20.
- 8.) Image raw data, process data, , SFF data, and assembled data on GS assembler along with sequence must be provided.

B. Transcriptome sequencing on Hiseq 2000 (Paired end i.e. 2x100)

- 9.) Total number of samples: 74.
- 10.) Paired end (2x100) transcriptome sequencing of 12 samples on 6 flow cell lanes with multiplexing of two samples per lane. The quote should be per flow cell lane including multiplexing of two samples.
- 11.) Paired end (2x100) transcriptome sequencing of 62 samples on 8 flow cell lanes with multiplexing of eight samples per lane. The quote should be per flow cell lane including multiplexing of 8 samples.
- 12.) The quality value of 90% bases of reads must be more than Q20.
- 13.) Minimum of 120 million reads per flow cell lane i.e. 60 million reads per sample for two samples per lane and 15 million reads per sample for eight samples per lane.
- 14.) Original image data, quality data and processed data along with sequence must be provided.

C. Small RNA sequencing on Hiseq 2000 (single end i.e. 1x50)

17. Total number of samples: 74.
18. Single end (1x50) transcriptome sequencing of 74 samples on 13 flow cell lanes with multiplexing of six samples per lane. The quote should be per flow cell lane including multiplexing of six samples.
19. Minimum of 120 million reads per flow cell lane i.e. 20 million reads per sample for six samples per lane.
20. The quality value of 90% bases of reads must be more than Q20.
21. Original image data, quality data and processed data along with sequence must be provided.

D. Other requirements

22. Total RNA samples will be supplied; the remaining protocols should be performed by firm.
23. Technical detail & price should be provided separately for item A, B and C in sealed envelopes.
24. The quote should include transcriptome assembly using latest version of GS assembler for 454 GS FLX plus.
25. The quoting firm should provide separate quotes for generating raw data and for bioinformatics analysis including assembly, gene annotation, pathway analysis, SNP discovery without reference sequence, hybrid assembly of 454 and Hiseq sequence data, comparative analysis, SSR and repetitive DNA detection along with details of analyses.
26. The sequencing data should be provided with maximum of three month after submission of RNA of 74 samples. **The date of delivery of required data to NABI should be strictly adhered. The liquidated damages @ 2% per week subject to a maximum of 10% value of the order can be imposed.**
27. The firm should provide the following information:
 - a. Sample shipping method
 - b. Sample preparation procedure for total RNA
 - c. Library preparation kit and sequencing kit to be used
 - d. Quality control at each steps
 - e. Duration of generation of data
 - f. Method of shipping data on blue-ray disk/DVD drives or FTP transfer
 - g. Assembly of data using proprietary algorithm, if any
28. Samples for the above sequencing works will be provided in staggered manner.
29. The quoting firm should generate sequencing data, preferably within India.
30. Confidentiality disclosure agreement must be submitted.

TENDER DOCUMENT FOR OPEN TENDER

(TERMS & CONDITIONS INCLUDING INSTRUCTION TO BIDDERS AND CONDITIONS OF CONTRACT)

1. **GENERAL:** Quotations in closed cover are invited on behalf of the Executive Director, National Agri-Food Biotechnology Institute, Mohali from the reputed Indian and foreign manufacturer. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**
2. **PREPARATION AND SUBMISSION OF OFFERS:**
 - a. Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘F’.**
 - b. In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an 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 place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
 - c. The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
 - d. The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
 - e. Before the deadline for submission of the bid, NABI reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on NABI website.
 - f. Conditional tenders will be summarily rejected.
 - g. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
 - h. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
 - i. First envelope marked “WITHDRAWAL” shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
 - j. The quotation should be addressed to the Executive Director, NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, Mohali and sent to the Stores & Purchase Officer.
 - k. Each offer/quotation should be kept in separate envelope against each item of the tender notice.
 - l. For items covered under Two-Bid -Tender System, quotation/offer should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in one envelope.
 - m. **The bids of all the parties whose price bid is not in a separate sealed cover or the rates quoted by them find mention in their technical bid shall be rejected. The price quoted for the tender shall be mentioned only in the price bid.**
 - n. **The outer cover containing the offer/quote should be super-scribed with our Tender No. (Not global/open Tender Notice No), Due date and Date of opening of tender.**

o. The offers must contain the following documents :-

(A) Techno-commercial offers must contain:

- i.** Manufacturer authorization (as per clause 2(a)) as per **Annexure –‘F’**.
- ii.** Certificate by bidder not doing business in India as per clause 2(b).
- iii.** Technical literature/ leaflets and complete specifications of offer along with commercial terms and conditions.
- iv.** Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**
- v.** Compliance statement of specifications as per **Annexure- ‘B’**
- vi.** Bid Security/EMD (as per clause -4) as per **Annexure- ‘C’**
- vii.** In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC as per clause (4(a)).
- viii.** Integrity Pact- Only in case of bids of more than Rs. 3.00 Crore (as per **Annexure- ‘D’**)
- ix.** Copies of previous supply orders (as per clause 10(c) and clause 25) as per **Annexure –‘G’**.
- x.** Details of similar Sequencing services as per clause 10(d).

(B) Price Bid offers must contain: (Only in case of two bid system)

- i.** Bid price as per clause 5 in format enclosed as **Annexure- ‘E’** as applicable.
- ii.** Certificate of price reasonability as per clause 10(b).

3. DUE & OPENING DATES: The Offer/Quotations must reach at NABI as mentioned above on page No.1 in the presence of bidders, who wish to present themselves at the time of opening of tender. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time & location. The price bids of two bid tender system shall be opened after technical evaluation of technical bids. The date of opening of price bids shall be informed to the bidders found suitable in technical evaluation. No request for extension in the date of submission & opening of tender will be entertained. However NABI, may at its discretion, extend the deadline for submission of bids under intimation to bidders.

4. EARNEST MONEY DEPOSIT (EMD):

- a.** EMD in the form of Bank guarantee (**As per format enclosed as ANNEXURE- ‘C’**) or Term Deposit Receipt/FDR or Bank Draft of a scheduled bank pledged in the name of NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI **valid for 180 days** from the date of opening of the tender for the required amount as mentioned in the tender notice separate for each item must be submitted along with the quotation (with the techno-commercial quotation in case of two-bid system and photocopy of the same enclosed with the price bid **and for foreign manufacturers they should furnish the EMD in foreign currency equivalent to Indian rupees**, otherwise quotation may not be considered. The firm registered with DGS&D/NSIC as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.
- b.** The bid security /EMD may be forfeited if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.

5. PRICES

Bid prices should be filled in the appropriate format enclosed **as Annexure ‘E’**.

A. For Sequencing:

- (i)** The price for the sequencing quoted Ex-Works including taxes already paid.
- (ii)** VAT and other taxes like service tax etc. which will be payable for the sequencing if the contract is awarded.

B. We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

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

6. 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 Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.

7. EVALUATION OF BIDS: Before submission of bid, the bidder is expected to examine all the instructions, forms, terms and specifications in the bidding document and should ensure that the following conditions are fulfilled:

- a.** Bidder Information form as per **Annexure-'I'**.
- b.** The price schedule should be enclosed and must be signed.
- c.** The bid validity should not be shorter than required.
- d.** The manufacturer's authorization should be enclosed in case the bidder is authorized dealer/ distributor.
- e.** The bidders should agree to provide the Performance Security.
- f.** The offer should be as per required specifications.
- g.** In case the bid is substantially responsive, NABI may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with the request may result in the rejection of its bids. But in case of the deviation/reservation or omission which limits or is inconsistent with the bidding documents and the Purchaser's Rights or Bidders obligation under the contract or which if rectified, would unfairly affect the other bidders, the bid will be rejected.
- h.** The Purchaser shall correct arithmetical errors on the following basis:
 - (i)** 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 case the line item total as quoted shall govern and the unit price shall be corrected.
 - (ii)** 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
 - (iii)** If there is a discrepancy between words & 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 (i) and (ii) above.
- i.** Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
- j.** The bids shall be evaluated on the basis of final cost as per **Annexure –'E'**

k. NABI reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the NABI, the quantities in the contract may be enhanced by 30% within the delivery period.

8. The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

9. **INTEGRITY PACT:** In case of purchases valuing more than Rs. 3 crore, it is mandatory for the supplier(s) to enter into an Integrity Pact with NABI as per the proforma enclosed as **Annexure –‘D’**, failing which their bid will not be considered.

10. REASONABILITY OF PRICES :

- a. Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.**
- b. **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 order, whichever is later.
- c. Copies of **at least last three supply orders of the last 3 years** received from other customers along with details of such supply orders preferably in India for the same item/model **may be submitted with the offer** giving reasons of price difference of their supply order & those quoted to us, if any. (As per **Annexure –‘H’**).
- d. The party must give details of identical or similar sequencing orders, if any, supplied to any CSIR lab or DBT Institutes during last three years along with the final price paid and Performance certificate from them.

11. 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 offer by the quoting party/manufacture 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.

12. COMPLIANCE STATEMENTS:

- a. **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE –‘B’.** The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- b. Similarly, **the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’**, along with quotation (with techno- commercial bid in case of two bid tender system).
- c. The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

- 13. PERIOD & MODE OF DELIVERY:** The delivery period is the essence of supply; hence it must be indicated specifically in the quotation. Mode of delivery, tentative size and weight of consignment may also be indicated in the quotation.
- 14. PAYMENT CONDITION:**
- Payment on Bill Basis after supply:** The payment will be made only after the submission of satisfactory sequencing report at NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI and after certification by our technical expert/scientist. However, supplier will be required either to submit performance bank guarantee for **10%** amount of the total value of order valid up to 14 months from the date of confirmed order or the equivalent amount shall be released after 14 months from the date of confirmed order.
- 15. NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.
- 16. INSPECTION :**
- a. The inspection of the Sequencing reports will be done by our technical expert /Scientist in the presence of firm's representative if required.
- 17. 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.
- 18. USERS LIST :**
- a. The list of users specifically sequencing done by your firm for the sequencing of RNA (transcriptome) and small RNA samples (not the list of general users) along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificates from all/some of them.
- b. If you have supplied identical job done to other CSIR Labs./DBT Insts., the details of such supplies for the preceding three years shall be given together with the prices finally paid.
- 19. PENALTY CLAUSE FOR LATE DELIVERY:**
- a. **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to provide the sequencing report 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 value will be charged for delayed period subject to a maximum of 10% of order.
- 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.

- 20. 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.
- 21. NON-SUBMISSION OF TENDER:** In case you are unable to submit your quotation against our tender enquiry we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.
- 22. DELETION OF NAME :** Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them, if any.
- 23. LATE/ DELAYED /UNSOLICITED QUOTATION:** Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
- 24. ACCEPTANCE OR REJECTION OF OFFER:** The Executive Director, NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.
- 25. PAGE NUMBERING & SIGNATURES:** Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.
- 26. INTERIM ENQUIRIES:** No interim inquiries will be attended.
- 27. FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 28. DISPUTE SETTLEMENT:** All disputes arising out of this contract shall be referred to the sole arbitration of the Executive Director of National Agri-Food Biotechnology Institute, Mohali or his nominee, who is overall controlling authority of this laboratory as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. However, in case of importers, the provisions related to Arbitration as per the United Nations Commission on International Trade Laws (UNCTRAL) will be applicable and binding on both the parties. The venue of arbitration in both the above cases will be Chandigarh (INDIA).

(Stores & Purchase Officer)

Encl:

1. Format for Compliance of Terms & Conditions.
2. Set of Specifications

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

1. Quotation will not be considered without submission of this format.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document as mentioned in Col. No. 3 in each question before replying to the questions mentioned in Col. 2 below).

SNo	Terms & condition of Tender document	Relevant Clause No. of the tender terms & conditions of the tender	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4	5
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)	Clause 2(a)		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer	Clause 2(a)		
	c) Whether the agent is registered with DGS&D/NSIC	Clause 4(a)		
2	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.	Clause 2(l)		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2 (m)		
3	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.	Clause 2(n)(A)		

4	a) Whether the required EMD is being submitted with the quotation	Clause 4		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure –‘C’	Clause 4		
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)	Clause 4		
5	a) Whether prevailing rates of sales tax, excise duty & other govt. levies have been given in quotation	Clause 5 (A), (B) & (C)		
6	Have you mentioned the validity period of the quotation as per our requirements	Clause 6		
7	a) Whether the Price reasonability Certificate is submitted with quotation	Clause 10 (b)		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation	Clause 10 (c)		
	c) If there is any difference in prices of last two orders & those quoted to us. If yes, please give reasons for the same	Clause 10 (c)		
	d) Whether supplied in CSIR/DBT Labs/Government research institutes.	Clause 10 (d)		
8	Have you gone through the specification Clause & complied with the same	Clause 11 (A) & (B)		
9	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted			

10	Whether compliance statement of specifications has been attached with the quotation.	Clause 12 (a) & annexure- 'B'		
11	a) Whether the delivery period for supply of the items has been mentioned	Clause 13		
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated	Clause 13		
12	Do you agree with the payment terms for the supplies?	Clause 14		No deviation permitted
13	For Import Cases only: a) Whether the Indian agent is registered with DGS&D	Clause 17		
	b) Whether the valid DGS& D registration certificate has been enclosed with the offer	Clause 17 (b)		
	c) If the party is a subsidiary or corporate branch office of the foreign supplier, then whether copy of the approval from Reserve Bank of India is attached with the offer	Clause 17 (c)		

14	Whether list of specific user's for the same sequencing of RNA (Transcriptome) and supply of small RNA samples as quoted along-with performance certificates from the users is submitted with offer	Clause 18		
15	Whether you agree to the penalty clause for late delivery?	Clause 19 (a to c)		
16	Whether training to our scientist/technical person will be given free of cost . If yes, have you specified in quotation whether it will be in our lab? Or at supplier's site in India or abroad.	Clause 20		
17	a) Whether all the pages have been page numbered?	Clause 25		
	b) Whether quotation has been signed and designation & name of signatory mentioned.	Clause 25		
18	Do you agree to settle the issue through the sole arbitration of the Executive Director or his nominee?	Clause 28		

Signatures of the authorized signatory_____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party _____

Dated:_____

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications of tender enquiry	Specifications of your offer	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

BID SECURITY FORM

Whereas (Hereinafter called “the tenderer”) has submitted their offer dated for the supply of (Hereinafter called “the tender”) against the tender enquiry No. _____

KNOW ALL MEN 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 (Name of purchaser) (Hereinafter called “the purchaser”) in the sum of for which payment will 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 THESE OBLIGATIONS ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
4. Fails or refuses to accept/execute the contract.

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 Purchase 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.

The guarantee shall 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 of the authorized officer of the Bank)

Name and Designation of the Officer
Seal, Name & Address of the Bank and address of the
branch

FORMAT OF THE INTEGRITY PACT

Integrity Pact
Between
NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI) hereinafter called to as “**The Principal**”
And
..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitles to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s)confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person of form, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in /India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “guidelines on Indian agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Supplies” is annexed and marked an Annexure.

- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidders(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s) / Contractor(s), from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealing”. Copy of the “Guidelines on Banning of Business Dealing” is annexed and marked as Annex – “B”.

Section 4- Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damage of the contract value or the amount equivalent to Performance Bank Guarantee.\

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub Contractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Sub contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/ Contractors/ Sub Contractor

- (1) The Principal appoints competent and credible Independent External monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Executive Director, NABI.
- (3) The Bidder(s)/ Contractor(s) accepts that the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) Contractor(s)/ sub Contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor can in this regard to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Executive Director, NABI within 8 to 10 weeks from the date of reference or intimate to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensate on the same terms as being extended to/provide to Independent Directors on the NABI
- (8) If the Monitor has reported to the Executive Director, NABI as substantiated suspicion of an offence under relevant IPC/PC Act, and the Executive Director, NABI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 8 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, NABI.

Section 9 – Other provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chandigarh.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remained of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
Office Seal

(For & on behalf of the Bidder/ Contractor)
Office Seal

Place.....
Date
.....

Witness 1:
(Name & Address) : _____

Witness 2:
(Name & Address): _____

PRICE SCHEDULE

Name of the Bidder _____
 No. _____

Tender

1	2	3	4	5	6	7	8	9	6	7	8	9
					Rates in Indian Currency				Rates in Foreign Currency			
Sl. No.	Item Description	Country of Origin	Unit	Qty	Rate	Value	Service Tax/VAT if any	Grand Total (FOR Mohali)	Rate	Value	Custom Duty (if any)	Grand Total (FOR Mohali)

Total Bid price in Indian Rupees _____ in words.

Signature of Bidder

Name:

Business Address:

MANUFACTURER'S 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]

Date: *[Insert date (as Day, month and year) of Bid submission]*

Tender No.: *[Insert number from Invitation for Bids]*

To: *[Insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[Insert type of goods manufactured]* having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____ *[insert date of signing]*

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by {Full address of Purchaser}	Order No. and Date	Description of Sequencing work done by your firm	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

BIDDER INFORMATION FORM

[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 the firm]

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

Tender No.: *[Insert number from invitation of bids]*

Page 1 of _____ pages

1. Bidder's Legal Name *[Insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*
6. Bidder's Authorization Representative Information
 Name: *[insert Authorization Representative's name]*
 Address: *[insert Authorization Representative's address]*
 Telephone/Fax numbers: *[insert Authorization Representative's telephone/fax numbers]*
 Email address: *[insert Authorization Representative's email address]*
7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*
 Articles of Incorporation or Registration of firm names in 1 above.