



भा.कृ.अनु.प.- राष्ट्रीय कृषि कीट संसाधन ब्यूरो
ICAR - NATIONAL BUREAU OF AGRICULTURAL INSECT RESOURCES
(भारतीय कृषि अनुसंधान परिषद)



(Indian Council of Agricultural Research)
डाक पेटिका संख्या 2491, हे. कृ. फार्म डाकघर, बल्लारी रोड, बेंगलुरु - ५६००२४, भारत
P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru - 560 024, India
Phone: 080-23511998; Fax: 080-23411961; Website: <http://www.nbair.res.in>; Email: nbair@icar.gov.in
(ISO 9001:2008 Certified Organization)

E-Tender Notice No. **F.NO.NBAIR/3-294(BTG-4)/2018-19** dated. **15.10.2018**

1. Name of Contract : Generation of toxicological data for registration of formulations of *Bacillus thuringiensis* (NBAIR-BTG4)
2. Name of Purchaser : The Director, ICAR-NBAIR, Bengaluru-560024
3. Address of Purchaser : ICAR-National Bureau of Agricultural Insect Resources, P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru - 560024.
Phone: 080-23511998 Email: nbair@icar.gov.in
4. Language of the Tender : English
5. Bid Security (EMD) : ₹50,000/-
6. Validity of Tender : 180 days from the date of opening of bids
7. Last date & Time for Submission of
Online bidding document : 06.11.2018 at 11.00 hrs (IST).
8. Date & Time of opening of
Technical bids : 07.11.2018 at 12.00 hrs (IST)

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E-TENDER NOTICE

F. No. NBAIR/3-294(BTG-4)/2018-19



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E-Tender Notice No. **F.NO.NBAIR/3-294(BTG-4)/2018-19** dated. 15.10.2018

Tender for Generation of toxicological data for registration of formulations of *Bacillus thuringiensis*

1. The Director, ICAR-NBAIR invites online bids (Two Cover format- Technical & Financial bid) at <https://eprocure.gov.in/eprocure/app> from eligible bidders for the generation of the following:

S. No.	Description	Quantity
1.	Generation of toxicological data for registration of formulations of <i>Bacillus thuringiensis</i> (NBAIR-BTG4) as per CIB – Registration Committee guidelines for entomotoxic bacteria effective from 01.01.2011 for the 9(3B) provisional registration. Quotations to include for both technical and formulation. Guidelines enclosed. The data must be developed as per the GLP guidelines from a GLP accredited lab. CIB guidelines enclosed	One liquid based formulation with technical (culture), chemistry Formulation in plastic bottle.

Interested eligible bidders may obtain further information / clarification, if required, from the above office during working hours and from the websites mentioned hereunder.

2. Tender documents can be downloaded from Website (1) <http://www.nbair.res.in> (2) <https://eprocure.gov.in/eprocure/app>. The document shall be available on these websites w.e.f. 15.10.2018
3. Date of Publication of Tender documents : 15.10.2018 at 18.00 hrs (IST) on CPP Portal
4. Last date & Time for Submission of Online bidding document : 06.11.2018 at 11.00 hrs (IST)
5. Date & Time of opening of Technical bids : 07.11.2018 at 12.00 hrs (IST)
6. Place of opening of bids : Committee Room, ICAR-National Bureau of Agricultural Insect Resources, P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru-24
7. Address for Correspondence : ICAR-National Bureau of Agricultural Insect Resources, P. B. No. 2491, H. A. Farm Post, Ballari Road, Hebbal, Bengaluru.

8. All bids must be accompanied with Bid Security (EMD) in favour of ICAR Unit A/c NBAIR payable at Bengaluru in the form of Demand Draft/Bank Guarantee.
9. The Bidders who do not deposit Bid Security in prescribed manner, their bids will be summarily rejected.
10. In the event of the date mentioned above under Sl.No.5 declared as closed holiday for purchaser's office, the bid opening date will be the next working day at the appointed time.
11. The Director, ICAR-NBAIR, reserves the right to accept or reject any or all tenders without assigning any reasons thereof.
12. Online Bids are received only on CPP Portal website **<https://eprocure.gov.in/eprocure/app>**. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal **<https://eprocure.gov.in/eprocure/app>**. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website **<https://eprocure.gov.in/eprocure/app>**. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Annexure-A regarding 'Instructions for online Bid Submission'.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website **<https://eprocure.gov.in/eprocure/app>**.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Administrative Officer
ICAR-NBAIR, Bengaluru

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Guidelines / data requirements for registration of Entomotoxic bacteria technical and formulation under Section 9 (3B) and 9 (3) of the Insecticide Act, 1968 (w.e.f. 1st January, 2011)

1. BIOLOGICAL CHARACTERISTICS AND CHEMISTRY

Sl. No.	Parameter	Technical		Formulation	
		9(3B)		9(3B)	
1.1	Common name of Entomotoxic bacteria	R		R	
1.2	Systematic name: (Genus, species, serotype and strain)*	R		R	
1.2.1	Cry toxin classification (delta endotoxin)	R#		R#	
1.3	Physical specification	R		R	
1.3.1	Form and appearance	R		R	
1.3.2	Moisture content	R		R	
1.3.3	pH, particle size, suspensibility, miscibility	R		R	
1.4	Composition	R		R	
1.4.1	Delta endotoxin content – through ELISA / Dot Blot Assay Method (Appendix-V)	R		R	
1.4.2	Beta Exotoxin content – to be ruled out through bioefficacy test (housefly bioassay method)	R		R	
1.4.3	Adjuvants	R		R	
1.4.4	Human pathogens (culture method)	R		R	
1.4.5	Other microorganisms (not more than 10 ⁴ / g)	R		R	
1.4.6.	Chemical and botanical pesticide contaminants	R		R	
1.5	Natural occurrence of the organism	R		R	
1.6	Test procedure and criteria used for identification – morphology, biochemistry, serology/ immunology	R		R	
1.6.1	Morphology description, particle size	R		R	
1.6.2	Immunology assays: Elisa / Dot Blot assay test	R		R	
1.6.3	Separation and purification of crystals required (R) if antisera is to be developed for the strains delta endotoxin	R/NR		R/NR	
1.7	Shelf life				
1.7.1	Shelf life claim(not less than 6 months)	R		R	
1.7.2	Shelf life data in support of shelf life claim as detailed in Note-2	R		R	
1.8	A sample for test (100 g)	R		R	

2. TOXICITY:

	Parameter	Technical		Formulation	
		9(3B)		9(3B)	
2.1	Single exposure studies	R		R	

2.1.1	Oral toxicity / pathogenicity	R		R	
2.1.2	Dermal toxicity / pathogenicity	R		R	
2.1.3	Inhalation toxicity / pathogenicity	R		R	
2.1.4	Primary skin irritation	R		R	
2.1.5	Mucous membrane irritation	R		R	
2.1.6	Allergy / sensitization / immuno supression	R		R	

3. PACKAGING & LABELLING

	Parameter	Technical		Formulation	
		9(3B)		9(3B)	
3.1	Packaging requirements as per ISI or as per the approval of RC	R		R	
3.1.2	New Packaging system approved by FAO / ASPM / other global standards(relevant)	R		R	
3.2	Manner of Packing				
3.2.1	Specification of primary packing	R		R	
3.2.2	Specification of secondary packing	R		R	
3.2.3	Specification of transport packing	R		R	
3.2.4	Detailed information for completely filled transport packing containing quantity of primary and secondary packing	R		R	
3.3	Manner of labelling				
3.3.1	Specification of primary packing	R		R	
3.3.2	Specification of secondary packing	R		R	
3.3.3	Specification of transport packing	R		R	
3.4	Container Content Compatibility				
	If BIS methodology is not available, then as per protocols being approved by RC and validation of analytical method by CIL	NR		NR	
3.5	Labels and leaflets				
3.5.1	7 copies of L/Ls upto 250ml	R		R	
3.5.2	7 copies of L/Ls upto 500ml	R		R	

Notes:

1. Applicants are required to submit an undertaking that strain is indigenous, naturally occurring, not exotic in origin, and not genetically modified as per **Annexure 1.1**.
2. Additional two months data for six months self life claim / three months additional data for one year shelf-life claim at two different agro climatic locations at ambient temperature along with meteorological data should be submitted.

3. If same microbial strain is used for making formulation by different entrepreneurs that the information submitted once on the said strain will be sufficient. All entrepreneurs need not generate relevant data.
4. If same microbial strain, same method and same adjuvants, stabilizers etc. are used for making the given formulation, data once submitted for validating these claims will be sufficient for subsequent registrants, as substantiated by the relevant supportive documents.
5. The packaging material should also be ensured to be free from contamination from handling, storage and transportation and is as per prescribed standards, as the case may be.
6. The percentage of ingredient relative to total material is required to be stated and may vary from 2-7 per cent, the balance being inert ingredients. In addition, the labels will have to contain a measurement of toxin protein as percent protein, referring to the Lepidopteran-active toxin(s) present in the crystal.
7. Bt products should be labeled with biopotency and (or) toxin content.
8. The presently used Bt var. kurstaki standard is HD-1-S-1980 and its potency was calculated at 16,000 IUs per milligram of powder (Beegle et al. 1986. Standardization of HD-1-S-1980: US Standard for Lepidopteran-active *Bacillus thuringiensis*. Bulletin Ent. Soc. America 32: 44-45.). This standard strain is now available with NBAIR, Bangalore and DOR, Hyderabad.
9. Defined potency and toxin concentration – Bioassay would require the use of an insect species. Normally manufacturers could select *Trichoplusia ni* / *Helicoverpa armigera* for Lepidopteran specific Bt formulations. *Spodoptera* Units (SPU), *Leptinotarsa* Units (LTUs) or International Toxin Units (ITUs) are to be used for denoting a specific insect.
10. No test for beta exotoxin is required for *Bacillus sphaericus*, because this species is not known to produce exotoxins.
11. The biopotency of products based on *B. thuringiensis* subsp. *israelensis* (*Bti*) is compared against a reference strain IPS82, 1884 using early fourth-instar larvae of *Aedes aegypti* (strain Bora Bora). The toxicity of IPS82 has an arbitrarily assigned toxicity of 15,000 ITU/mg powder.
12. The bioefficacy of products based on *B. sphaericus* (*Bsh*) is determined against a reference standard SPH88, strain 2362 using early fourth-instar larvae of *Culex pipiens pipiens* (strain Montpellier). The toxicity of SPH88 has an arbitrarily assigned toxicity of 1,700 ITU/mg of the powder (Guidelines for laboratory and field testing of mosquito larvicides, WHO 2005 pp 45).
13. The use of alternative bacterial reference powders and / or strains must be approached cautiously. Such alternatives must be the subject of careful cross-calibration against the reference powders and should be conducted by recognized laboratories. The alternative powders/strains and the cross-calibration data which support them, should be made available to anyone who wishes to use, or check, the test with the alternative powders/strains.
14. Water content should not exceed 5 %, to preclude premature degradation of the product.

Abbreviations:

- R = Required
 NR = Not Required

1.2.1 R# If H-Serotype is not known, it is mandatory to provide the details of Cry toxin to confirm that it is *Bacillus thuringiensis*.

2.2.1 R** = Two seasons/years data on bioeffectiveness from minimum two agro-climatic conditions

R*** = Two seasons/years data on bioeffectiveness from minimum three agro climatic conditions

- 3.2** **a** = Information on infection and pathogenicity: suggested test: single-dose, oral test. suggested test species: pigeon and chicken.
- b**= Information on infection and pathogenicity: suggested test species: *Tilapia mossambica* or other appropriate species.

**INDIAN STANDARDS
ENTOMOTOXIC BACTERIA
TECHNICAL /FORMULATION
DRAFT SPECIFICATIONS**

S.No.	Details
1. SCOPE	
1.1	This Indian Standard prescribes the requirements and the method of sampling and test for Entomotoxic bacteria technical and formulation. The product is a biopesticide active against target insects. The product is not for human consumption.
2. REQUIREMENTS	
2.1	Common name: i.e., <i>Bacillus thuringiensis</i> or <i>B. sphaericus</i> etc.
2.2	Systematic name (Genus, species, serotype, strain and Cry-toxin* along with cry gene)
2.3	Physical specification 2.3.1 Form and appearance 2.3.2 Moisture content 2.3.3 pH
2.4	Composition 2.4.1 Delta endotoxin content (Minimum 2.0%) – estimation as per Appendix-V 2.4.2 Adjuvants 2.4.3 Beta Exotoxin content – Negative through housefly bioassay test as per Appendix-IV 2.4.4 Human pathogens (gram negative bacteria Salmonella, shigella & vibrio etc) - Absent 2.4.5 Other microorganisms (not more than 10 ⁴ / g) 2.4.6 Chemical/botanical pesticide contamination - Absent
2.5	Natural occurrence of the organism 2.5.1 Its relationship of the organisms 2.5.2 History (exotic or indigenous strain) 2.5.3 The isolate should not be genetically modified organism (GMO).
3. SAMPLING	
3.1	Representative samples of the material shall be drawn in accordance with IS 10946:1984
4. TESTS	
4.1	An appropriate test procedure and criteria used for identification, such as morphology, biochemistry and / or serology / immunology 4.1.1 Morphology description, particle size 4.1.2 Immunology assays: ELISA / Dot blot assay test or any other sensitive standard immunology test. 4.1.3 Method of analysis 4.1.4 Level of beta exotoxins to be identified if expressed by Housefly bioassay method. 4.1.5 Potency of product by bioassay method (Appendix-II) 4.1.5.1 Bioassay method

	<ul style="list-style-type: none"> a) LC 50 on target larvae and potency against a reference using artificial diet or leaf disc method or in the water for mosquito larvae (Appendix-I) b) Housefly Bioassay method for Beta-exotoxin content (Appendix-IV) c) Determination of toxin content by ELISA / Dot Blot Assay Method (Appendix-V) <p>4.1.5.2 A technique for the separation and purification of the crystals (Appendix III) is to be used by the manufacturer and the antisera to be raised using solubilized toxin. Toxin content (3.5 %) to be standardized in the formulation using this antisera (ELISA /Dot blot assay).</p>
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2.2 Crytoxin* If H-Serotype is not known, it is mandatory to provide the details of Cry toxin to confirm that it is *Bacillus thuringiensis*.

TERMS AND CONDITIONS

1. Introduction:-

This invitation of tender is for generation of toxicological data for registration of formulations of *Bacillus thuringiensis* (NBAIR-BTG4).

2. Amendment of tender documents:-

- (a) At any time prior to the last date of submission of tenders, the Purchaser, for any reason may modify the tender document by suitable amendment(s).
- (b) In order to allow prospective Bidders reasonable time to take the amendment(s) into account in preparing their Bid documents, the Purchaser, at her discretion, may extend the last date of submission of the Bid documents.

3. Documents comprising the bid:-

The bids prepared by the Bidder shall comprise the following components: -

Submission of bids:

a. Part A: -Technical & Commercial bid: -

The invitation for tender is open to manufacturers and their authorized service providers of toxicological data for generation of toxicological data as per CIB guidelines. It is desirable that companies have past experience in generation of toxicological data for CIB registration.

- i. Scanned copy of EMD (Demand Draft/Bank Guarantee).
- ii. Valid Authorization letter/certificate of manufacturer.
- iii. Copy of Registration Certificate.
- iv. Copy of PAN card.
- v. Scanned copy of Tender Acceptance letter.
- vi. Duly filled & signed Technical bid format comprising the compliance report.

The above items are essential for qualified bidders, failing which the bid will be treated as non-responsive.

b. Part B: Price Bid:

- i. Price should be quoted as per the attached BOQ, failing which the bid will be disqualified.
- ii. For individual item bidding should be for the full quantity. Bidding for part quantity will be disqualified.
- iii. Bidding multiple rates for one item will disqualify the bid.
- iv. Conditional bid will be treated as non-responsive.

4. Bid Security (Earnest Money):-

- i. The Bidders shall furnish, as a part of the tender, Bid Security as under.
- ii. The Bid security is required to protect the purchaser against the risk tenderers conduct which would warrant the security's forfeiture.
- iii. The Bid Security shall be in one of the following forms:
 - a. A Demand Draft or Bank Guarantee of ₹50,000/- in favour of "ICAR Unit A/C-NBAIR" Payable at Bengaluru should be submitted.
 - b. The Original Bid Security (EMD) should be posted/couriered/submitted in person to the Director, ICAR-NBAIR, Bengaluru.
 - c. Any tender not accompanied with Bid Security will be rejected.
 - d. Unsuccessful bidders Bid Security will be discharged or returned as promptly as possible as but not later than ninety (90) days from the date of opening of bids.

- e. The successful bidder's Bid Security already deposited shall be released after receipt of security deposit (Performance Security), upon signing the contract and furnishing the Security Deposit. The Performance Security should be equivalent to 5% of total work order value.
- f. The EMD is exempted if the firm is registered with SSI/NSIC.

iv. The Bid Security may be forfeited:-

- a. If a Bidder withdraw his tender during the period of tender validity specified by the Bidder on the Tender Form;

OR

- b. In case of a successful Bidder, if the Bidder (i) fails to sign the contract or (ii) to furnish Security Deposit.

5. Period of Validity of Tenders:-

- i. Validity of Tenders shall be 180 days after the date of opening of Bids. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- ii. In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

6. Last date of submission of tenders:-

Bidders should submit their bids online at <https://eprocure.gov.in/eprocure/app> on or before bid submission closing date & time as mentioned above.

7. Opening of Tenders (Technical Bid) by the Purchaser:-

- i. The Purchaser will open all the Technical Bids online at 12.00 hours on 07.11.2018 in the Committee Room, ICAR-NBAIR, Bengaluru, in the presence of Bidders or their authorized representatives who choose to be present at the time of opening with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- ii. In case the date of opening happens to be a closed holiday, the tenders will be opened at 11.30 hours on the next working day.

8. Clarification of Tenders and Contacting the Purchaser for clarification of Tenders

- i. During evaluation of the tenders, the Purchaser may at its discretion, ask the Bidder for clarification of his tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted.
- ii. No Bidder shall contact the Purchaser on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, the same should be done in writing.
- iii. Any effort by the Bidder to influence the Purchaser in the Purchaser's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Bidders' Bid.

9. Preliminary Examination

The Purchaser will examine the tenders to determine whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- i. The Purchaser may waive any minor informality, nonconformity, or irregularity in a tender, which does not constitute a material deviation, provided it does not prejudice or affect the relative ranking of any Tenderer.
- ii. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender with reference to the Tender Documents without material deviation.
- iii. If the tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- iv. Tenders qualifying by such vague and indefinite expression such as "subject to immediate acceptance" "subject to prior sale" and conditional tenders will not be considered.

10. Evaluation and Comparison of Tenders

- i. The Purchaser will evaluate and compare the tenders, which have been determined to be substantially responsive.
- ii. Rates should be quoted CIF, Bengaluru. Taxes and other incidentals should be included in the price. L-1 bidder will be determined on the basis of cost inclusive of all taxes out of the substantially responsive bidders. Taxes if any should be mentioned properly.
- iii. Excise Duty (Central): NBAIR IS EXEMPTED FROM Central Excise Duty as per the notification. No. TU/V/RG-CDE (1064)/2016, DATED 30-09-2016 FOR THE PURPOSE.
- iv. Customs Duty: NBAIR IS EXEMPTED. Import item supplied against this order should not be included with customs duty.

11. Contacting the Purchaser

- i. No Bidder shall contact the purchaser on any matter relating to the tender, from the time of the tender opening to the time contract is awarded.
- ii. Any effort by Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the bidders offer.

12. Award Criteria:-

The purchaser will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and is to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

13. Purchaser's Right to accept any Tender and to Reject any or all Tenders:-

The Purchaser reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Bidders or any obligation to inform the affected Tenderer or Bidder of the grounds for the Purchaser's action.

14. Notification of award:-

- i. Prior to the expiration of the period of tender validity, the purchaser will notify the successful bidder online.
- ii. The notification of award will constitute the formation of the contract.

15. Standards:-

Literature relating to the offered material should be enclosed along with the bid in the sealed cover.

16. Inspection:-

The inspection of the stores will be conducted by the consignee or his authorized representative at the consignee's place. The commissioning and testing of the individual items will be carried out by the supplier in presence of the consignee or his authorized representative within 60 days from date of delivery. In case the material is not found in accordance with the prescribed specifications or otherwise defective, it will be rejected and will have to be replaced by the supplier at their risk & cost.

17. Delivery:-

Delivery of stores to the consignees should be completed within 30 days from the date of placing the work order.

18. Transportation:-

The cost of transportation shall have to be borne by the bidder.

19. Warranty

- i. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- ii. This warranty shall remain valid for minimum 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- iii. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- iv. Upon receipt of such notice, the Supplier shall, within the period specified in the Terms and conditions with all reasonable time, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- v. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Terms and conditions, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

20. Payment:-

- i. No advance payment shall be made.
- ii. Payment will be made by e-payment or electronic transfer, for which, the firm should provide bank & branch name, its IFS Code, SWIFT code, MICR & IBAN (if applicable) and Account number as per the proforma for arranging payment. The payment will be made after satisfactory completion of work. The supplier will furnish manufacturer's Test Certificate, Original invoice along with challan to the consignee.
- iii. The supplier will furnish details in the "RTGS form" for e-Payment.

- iv. However, for equipment to be imported from abroad, payment through Letter-of-credit shall be considered.

21. Subcontracts:-

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the supplier from any liability or obligation under the contract.

22. Delays in the Supplier's Performance:-

- i. Delivery of the material shall be made by the Supplier in accordance with the time schedule prescribed by the purchaser in the work order.
- ii. If at any time during performance of the contract, the supplier or his sub contract(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for work.

23. Liquidated Damages:-

If the supplier fails to deliver any or all of the goods or to perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract Price, as liquidated damages, an amount equivalent to 0.25% of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling of 10% per annum) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable) will be recovered as liquidated damages

24. Termination for Default:-

- i. The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part.
- a. If the supplier fails to deliver any or all of the goods/ services within the period(s) specified in the contract, or within any extension thereof granted by the purchaser;
OR
- b. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- ii. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

25. Termination for Insolvency:-

The purchaser at any time may terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

26. Termination for Convenience:-

- i. The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- ii. The Goods that are complete and ready for dispatch within thirty (30) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the contract terms and prices;
and/or
 - b. To cancel the remainder and pay to the supplier an agreed amount for partially completed stores.

27. Resolution of Disputes:-

In case of any dispute, the matter shall be referred to court having their jurisdiction at Bengaluru only.

28. Taxes and Duties:-

The supplier shall be entirely responsible for payment of all the taxes like VAT, Sales Tax etc. The consignee will furnish necessary certificate for Road permit and exemption of Octroi when ever applicable at the request of supplier as the stores is meant for use by the Govt. Department and not for sale.

29. Date of financial bid opening will be intimated and displayed on NBAIR website at later date in due course.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc. but not limited to), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / Password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and Content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered /given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by

the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
10. The scanned copies of following documents must be submitted with the online bid in two packets:

The Packet-1 should contain documents as per list in Para 5.1 (Technical Bid)

The Packet-2 should contain Price Bid / BOQ

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. Foreign bidder can get help at +91-79-40007451 to 460.

TENDER FORM, PRICE SCHEDULE AND OTHER FORMATS

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Madam/Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BID SECURITY FORM

Whereas _____ (hereinafter called "the Tenderer") has submitted its tender dated _____ (Date of submission of tender) for the generation of _____ (name and/or description of the goods) hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE _____ (Name of Bank) of _____, having our registered office at _____ (address of Bank) (hereinafter called "the Bank") are bound up to _____ (Name of purchaser) (hereinafter called "the purchaser") in the sum of Rs. (As per clause 6.1) 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 _____ 2018

The conditions of this obligation are:

1. If the Tenderers withdraws his Tender during the period of tender validity specified by the Tenderers on the Tender Form; or
2. If the Tenderers, having been notified of the acceptance of its tender by the purchaser during the period of tender validity:

Fails or refuses to furnish the Security Deposit, in accordance with the Instruction to Tenderers,

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

This guarantee will remain in force up to and including ninety (90) days after the period of the tender validity and any demand in respect thereof should reach the Bank not later than the above date. -----

(Signature of the Bank)

**SECURITY DEPOSIT FORM
(To be Submitted by successful bidder)**

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of supplier)

(Hereinafter called the "the Supplier") has undertaken, in pursuance of contract No. _____ dated _____ 2018 _____ to generation _____ (Description of Goods and Services) hereinafter called "the contract".

And whereas it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the contract.

And whereas we have agreed to give the supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of (amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2018 _____

Signature and Seal of Guarantors

Date _____ 2018 _____

Address _____