

**Please note : LAST DATE EXTENDED TO : 15 February 10, 2010**

**NATIONAL INSTITUTE OF ANIMAL HEALTH**  
Ministry of Agriculture  
Department of Animal Husbandry, Dairying and Fisheries  
**Baghpat,-250609 (U.P.)**

File No.

15 - 01 - 2010

To

**Sub: Supply & Installation of Electronic Surveillance items at NIAH, Baghpat**

Sir,

This is to bring to your kind notice that the National Institute of Animal Health (NIAH) is established at Baghpat, under Department of Animal Husbandry, Dairying and Fisheries, Ministry of Agriculture to function as the Quality control unit of Animal vaccines and biological in the country. The institute intends to purchase the following items for installation of Electronic Surveillance System in the campus and laboratories.

Sealed quotations under two bid system are invited from qualified dealers/ suppliers for supply and installation of the following items at NIAH, Baghpat.

**1. Item/s with specifications:**

**Item no. 1 DOME CAMERA**

Technical Specification

Sensor Chip	1/3" SONY HQ 1
Picture Element	PAL : 752 (H) X 582 (V)
Scanning Frequency	PAL: 184375 Hz (H), 50 Hz (V)
H. Resolution	580 TV Lines (F1.2)
Illumination	0.1 Lux (F1.2)
Auto White Balance	AUTO
S/N Ratio	>50 dB
Lens Mount	3.6 mm Standard Board in built Lens (4/6/8/12 mm & 4-9 mm Auto Iris Lens Optional)
Backlight Compensation	Auto
Power	DC 12V/110 mA
Dimension/Weight	120(Ø) x100 (H) mm/300g
Operating Temperature	-10 <sup>0</sup> C to 45 <sup>0</sup> C

**Item no. 2(a) C/CS MOUNT CAMERA**

Technical Specification

Sensor Chip	1/3" SONY SUPER HAD/HQ1 DSP
Picture Element	NTSC: 768 (H) x 494 (V); PAL: 752 (H) x 582 (V)
Scanning	NTSC: 15734Hz (H), 60Hz (V)

Frequency	PAL: 15625Hz (H), 50Hz (V)
H. Resolution	580 TV Lines (F1.2)
Illumination	0.1 Lux (F1.2)
Synchronizing	Internal Sync., 2:1 Interlace
Backlight Compensation	ON/OFF
Flickerless	ON/OFF
Auto White Balance	AUTO
Auto Gain Control	ON/OFF
S/N Ratio	>50 dB
Gamma Correction	0.45
Electronic Shutter	ON/OFF[1/60(50)~1/100,000]
Video Output	1.0Vp-p75Ω
Lens Mount	CS/C Mount
Backlight	ON/OFF Switchable
Power	DC 12V/150mA; AC 90-264V/3.5 W (Switching Power)
Dimension/Weight	125(D) x 55 (W) x 47(H)mm DC:250g AC:420g
Operating Temperature	-10 °C to 50 °C

**Item no. 2(b) LENS( For C/CS Mount camera)**

Focal Length	3.5~8mm
Aperture	F1.2
Mount	CS
Format	1/3"
Angle of View(Horizontal)	44°~96°
M.O.D	0.2M

**Item no. 3 HIGH SPEED DOME CAMERA**

Technical Specifications

Sync system	Internal/external
Effective Pixels	380,000/440,000(NTSC/PAL)
Image sensor	1/4" SONY
Resolution	480/570 TVL >500
Sensitivity	Color 0.7 LUX
Iris	B&W 0.01 LUX
Focus	Auto/manual
Zoom Ratio	312 x (26x*12x)
Zoom	30 x optical/ x12 x digital zoom
Angle of view	W54° / T2.2°
BLC	Off/auto
White balance	Auto/manual
Gain control	auto
S/N	≥ 50db
Video output	1.0 ± 0.2 Vp-p
Output Interface	Female BNC
Slow shutter	Yes
Scan system	2:1 Interlacing

**Item no. 4 16 CHANNEL DIGITAL VIDEO RECORDER**Technical Specification

Operation System	Windows Embeded
Compression	MPGE4-Audio/H.264-video;
Multiplex operation	Simultaneous"Record, Live, Playback, Backup, Control &Remote access"
Live Display	PAL: 720*576,25 fps per channel
Split Screen	1/4/9/16-CH Frame per second
Freeze	Yes
Sequential switch	User adjustable
Live Digital Zoom	X2, X4
Recording playback	PAL: 200/400 fps
Watermark	Yes
Recording Mode	Manual/Schedule/Alarm/Motion
Pre-record time	0-60 seconds
Post-record time	0-60 minutes
Playback Search	Video Loss, Event, Date/Time, Smart search, Camera, Alarm, Motion & POS
Main monitor	Two monitor optional
Looping	Full Channel, BNC, 1Vp-p/750hm
Loss detection	Yes
Motion detection	Support configurable detection area & sensitivity
Audio Input	2 RCA- jack connectors, line-in level (100m V-2 Vrms)
Audio Output	2 RCA- jack connectors, line-out level (up to 2 Vrms)
Alarm Input	16 contact or TTI / CMOS signal, polarity selectable
Alarm Output	2 N.O./2N.C.relay output
Buzzer	Yes
Event log	Yes
Storage HDD	unlimited storage size for each HDD 2 sets of 3.5" SATA HDDs One Removable HDD; 1 TB Terabite
HDD Extension	external 1-5 Raid storage capacity
Partitions	Configurable"Alarm partition size"and"Auto-overwrite"
Backup	USB 2.0, DVD-RW,
Ethernet	RJ-45 10/100 BaseT Ethernet connector
Web	Remote setup, monitoring backup, alarm notification and remote software upgrade I.E. software for Multiple DVRs Configurable HTTP/Control/ Data port
Protocol	TCP/IP, HTTP,PPPoE, DDNS, FTP,TSP
Remote users	Yes
Bandwidth	TCP/IP type dynamic sliding window control
I/R	I/R remote controller to control up to 8 DVRs
RS-232	D- type female connector for PTZ, POS,or GPS
RS-485/RS-422	RJ-45 connector for keyboard/PTZ control
Multi- Language	English.. ODM Welcone.
System recovery	Auto power on after power loss recovery
Watch Dog Timer	Yes
Timer	Built-in real time clock

Password Security Multi-level password (3 levels, up to 18 accounts) protection  
Temperature 0°C to 45°C

**Item no. 5 KEYBOARD CONTROLLER FOR SPEED DOME CAMERA**

Technical Specifications

RS-485, RS-422, 29 keys, 3-axis joystick (pan/tilt/zoom) T x 1, Tx2, Tx3, TRx , SSP, H-SSP, Pelco-D  
Compatible with DVRs with mouse function-2400,4800,9600,19200,38400,57600 bps  
Total 256  
Cameras: SSP/HSSP:127 , Pelco-D:255  
Controllers: 5  
Digital video recorders: 99  
Temperature: 5° to 40°C, Humidity: 80% or lower  
Temperature: -20° to 60°C, Humidity:80% or lower  
Input voltage: 100-240 VAC 50/60 Hz  
Output voltage 12VDC 0.2A  
297.7 x 99.7 x179.6 mm  
(11.0 x 3.9 x7.1 in)  
750 g (1.65 lbs.)

**Item no. 6 MONITOR**

Technical Specifications

Screen Dimension	17" TFT
Optimum Resolution	1280 x1024
Pixel	0.264(H) x 0.264 (V)mm
Color	1,667,000,000
Contrast Ratio	500:1 (Typ)
Brightness	450 cd/m <sup>2</sup> (Typ)
Viewing Angle	Horizontal: 140°/Vertical:130°
Input Signal	RGB Analog
Multistrengthened Glass	Optional
Color	Grayish White (Optional)
OSD Controls	Auto Image adjust/Recover/Audio adjust/Frequency Languages/ Contrast / Brightness/Horizon Verticality adjust
Power	Operation: 50W; AC 100~ 240 V/50~60 Hz
External Dimension	500(H) x 500(W) x 205(D) mm
Weight	6 kgs
Safe Specification Applications	FCC-B/UL/TUV/GS/VCCL/CE/BSMI
Quality Assurance Applications	ISO 9001/ISO 14001
Accessories	Power Cable/Analog/ Signal Cable/ Audio Cable/ Manual
P.S.	(Optional) DVI/S.. AV.. TV Tuner inside

**Item no 7 8/9 CHANNEL DIGITAL VIDEO RECORDER**

Technical Specifications

Operation System	Linux 2.6 Embedded
Compression	MPGE4/ADPCM - Audio/ H.264-Video;
Multiplex operation	Simultaneous"Record,Live, Playback, Backup, Control & Remote access"
Live Display	PAL: 720*576,25 fps per channel

Split Screen	1/4/7/9 - CH Frame per second
Freeze	Yes
Sequential switch	User adjustable
Live Digital Zoom	X2, X4
Recording playback	PAL: 200/400 fps
Watermark	Yes
Recording Mode	Manual/Schedule/Alarm/Motion
Pre-record time	0-60 seconds
Post-record time	0-60 minutes
Playback Search	Video Loss, Event, Date/Time, Smart search, Camera, Alarm, Motion & POS
Main monitor	Two monitor optional
Looping	Full Channel, BNC, 1Vp-p/750hm
Loss detection	Yes
Motion detection	Support configurable detection area & sensitivity
Audio Input	2 RCA- jack connectors, line-in level (100m V-2 Vrms)
Audio Output	2 RCA- jack connectors, line-out level (up to 2 Vrms)
Alarm Input	8/9 contact or TTI / CMOS signal, polarity selectable
Alarm Output	2 N.O./2N.C.relay output
Buzzer	Yes
Event log	Yes
Storage HDD	unlimited storage size for each HDD 2 sets of 3.5" SATA HDDs One Removable HDD; 1 TB Terabite
HDD Extension	external 1-5 Raid storage capacity
Partitions	Configurable "Alarm partition size" and "Auto-overwrite"
Backup	USB 2.0, DVD-RW,
Ethernet	RJ-45 10/100 BaseT Ethernet connector
Web	Remote setup, monitoring backup, alarm notification and remote software upgrade I.E. software for Multiple DVRs Configurable HTTP/Control/ Data port
Protocol	TCP/IP, HTTP, PPPoE, DDNS, FTP, TSP
Remote users	Yes
Bandwidth	TCP/IP type dynamic sliding window control
I/R	I/R remote controller to control up to 8 DVRs
RS-232	D- type female connector for PTZ, POS, or GPS
RS-485/RS-422	RJ-45 connector for keyboard/PTZ control
Multi- Language	English. ODM Welcone.
System recovery	Auto power on after power loss recovery
Watch Dog Timer	Yes
Timer	Built-in real time clock
Password Security	Multi-level password (3 levels, up to 18 accounts) protection
Temperature	0°C to 45° C

**Rates of the following may be quoted per meter/per unit:-**

- Item no 8      RG 11, Coaxial Copper Cable per meter for camera**
- Item no 9      0.75 sq mm copper cable per meter for power supply**

- Item no 10**     **2 core shield copper per meter for data cable of the speed dome camera**  
**Item no 11**     **Installation of camera and cables per meter**

## **2. Special Condition of Tender**

1. The Company should be CE/UL//FCC Certified
2. Annual turnover of the company should be min 1 crores in the last financial year.
3. Tenderer must be an authorized dealer / representative of OEM or should submit an authorization from OEM to bid. Documentary proof in this regard may please be provided.
4. Tenderer must have executed at least one contract of similar nature of work for a value of min. 25 lacks, within past two years.
5. Manufacturer products shall have quality system compliance with the I.S./ISO 9001/EN 29001 and the equipments shall be CE/UL approved.
6. The connectivity of all cameras shall be through fiber cable, RG-11 and UTP (Cat-6).
7. The CCTV shall provide best quality video of 4CIF@25 frame/sec per camera for live viewing and 4 CIF @ 25 frames/sec to CIF@25 frame/sec (selectable) per camera for recording purpose, if required.
8. Possible applications of the proposed CCTV System should include software for verification and recognition, through high quality images, of persons and objects.
9. All the equipments of external fitment should be IP-66/ NEMA-4 complied and vandal Proof.
10. Manufacturer products shall have quality system compliance with the I.S./ISO 9001/EN 29001 and the equipments shall be CE/UL approved.
11. The connectivity of all cameras shall be through fiber cable, RG-11 and UTP (Cat-6).
12. The CCTV shall provide best quality video of 4CIF@25 frame/sec per camera for live viewing and 4 CIF @ 25 frames/sec to CIF@25 frame/sec (selectable) per camera for recording purpose, if required.
13. Possible applications of the proposed CCTV System should include software for verification and recognition, through high quality images, of persons and objects.
14. All the equipments of external fitment should be IP-66/ NEMA-4 complied and vandal Proof.
15. Purchaser may ask for in circuit demonstration of sub-systems being offered by the tenderers.

## **3. General Conditions of the Tender**

- A. Must be delivered, to the Director, National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India, Baghpat, Uttar Pradesh-250 609 by 8<sup>th</sup> Feburary, 2010 latest by 17: 00 hrs
- B. Tenders must be written in English. All accompanying technical literature, and correspondence in connection with/or arising from a bid shall be in English.

- C. The firms should specifically quote the name of the manufacturer and model of the item quoted and clearly indicate the deviations from the required specifications, if any. Merely stating that the specification of the model quoted is as per the required specifications will render the tender to be treated as un-responsive.
- D. The tenderer should submit the **technical brochure in original**, confirming the claim of the specification as quoted in the tender.
- E. All the participating firms are required to deposit earnest money Rs 20,000/. No public sector unit or joint sector unit is exempted from paying earnest money. Any tender without the EMD will be rejected.
- F. The Earnest Money shall be valid and remain deposited with the Purchaser for a period of Six months from the date of tender opening. If the validity of the tender is extended, the validity of the BG or any other document submitted in lieu of EMD will also be suitably extended by the tenderer, failing which the tender after the expiry of the aforesaid period shall not be considered by the Purchaser.
- G. No interest shall be payable by the Purchaser on the EM deposited by the tenderer.
- H. The EM deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
- I. The Earnest Money of the successful tenderer shall be returned after the award of contract.
- J. Earnest Money of all unsuccessful tenderers shall be returned by the Purchaser as early as possible after the expiry of the bids validity and placement of contract. Tenderers are advised to send a pre-receipted challan along with their bids so that refund of EM is made in time.
- K. Any tender not accompanied with Earnest Money in one of the approved forms acceptable to the Purchaser, shall be rejected.

#### **4. Two-Bid System**

The tender is to be submitted in two separate sealed envelopes labeled as under:

##### **1. TECHNICAL–BID (Envelope No.1):**

(a) The tender document in original including the blank Price-Bid duly signed and stamped as a token of acceptance, along with deviation if any, from particular tender conditions in a separate sheet.

(b) A crossed Demand Draft for Rs 20000/- (Rs. Twenty thousand only) for each item quoted in favour of the **Pay and Account Officer (Extension), Department of Agri. & Cooperation** payable at **NEW DELHI** from any Nationalized Bank, as Earnest Money Deposit (EMD).

**2. PRICE-BID (Envelope No:2):**

(a) The Price-Bid price bid duly signed and stamped by the bidders.

The Envelopes No: 1 & 2 shall be sealed separately and should be placed in a third Envelope which also shall be sealed and duly superscripted as **“TENDER FOR SUPPLY OF EQUIPMENTS FOR INSTALLATION OF SURVEILLANCE SYSTEM AT NATIONAL INSTITUTE OF ANIMAL HEALTH, BAGHPAT”**.

The Technical-Bid (Envelope No.1) shall be opened first. The Price-Bid (Envelope No.2) will be opened only of those tenderers whose Technical-Bid is found to be in order and for which they shall be intimated separately about date and time by fax/ telephone.

L. **The price of the item should be quoted in Indian rupees** and in case any tenderer does not quote the price in the Indian rupees, the same will be treated as unresponsive. Price quoted in foreign currency must have its conversion price in Indian Rupees, which only will be taken into consideration.

M. Tenders must be addressed to:-

*The Director,  
National Institute of Animal Health,  
Department of Animal Husbandry, Dairying & Fisheries,  
Ministry of Agriculture,  
Govt. of India  
Baghpat, Uttar Pradesh-250 609*

**3. Late Tenders**

A. Any tender received by the Purchaser after the deadline for submission of tender will be rejected and returned unopened to the Tenderer.

**4. Opening of Tender**

N. **All Tenders will be opened in public on 9<sup>th</sup> February 2010 at 11:30 hrs (IST)** in the Conference Room, National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India,

Baghpat, Uttar Pradesh-250 609. Tenderers or their representatives may be present during this meeting.

**5. Documents Establishing Tenderer's Eligibility and Qualifications:**

- A. The Tenderer shall furnish, as a part of its tender, documents establishing the Tenderer's eligibility to tender and its qualification to perform the Contract if its tender is accepted.
- B. The documentary evidence of the Tenderer's qualification to perform the contract if its tender is accepted shall establish to the Purchaser's satisfaction:
  - i. that the Tenderer has the financial, technical and production capability necessary to perform the Contract;
  - ii. that the Tenderer meets the qualification criteria.

**6. Period of Validity of Tenders**

- A. Validity of Tenders shall be 90 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- B. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). A Tenderer granting the request will not be permitted to modify its tender.

**7. Evaluation and Comparison of Tenders**

- A. The Purchaser will evaluate and compare the tenders, which have been determined to be substantially responsive.
- B. The Purchaser's evaluation of a tender will exclude and not take into account:
  - i. Sales and other similar taxes, which will be payable if a contract is awarded to the Tenderer;
  - ii. The prices of recommended spare parts will not be taken into account for evaluation.
- C. The Purchaser's evaluation of a Tender will take into account one or more of the following factors:
  - i. cost of inland transportation, insurance and other costs incidental to the delivery/installation of the system in the field offices,
  - ii. delivery schedule offered in the tender,

- iii. deviations in payment schedule from that specified in the terms and conditions of contract,
- iv. the projected operating and maintenance costs of the system,
- v. the performance and productivity of the system offered; and/or
- vi. other specific criteria indicated in the Technical Specifications.

**8. Award Criteria**

- A. The purchaser will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. However, if the specifications are not found as per the prescribed specifications, the claim of the lowest quotee will be ignored.

**9. Purchaser's Right to vary Quantities at time of award**

- A. The Purchaser reserves the right at the time of contract award to increase or decrease. The quantity of goods and services originally specified in the Scheduled of Requirements without any charge in unit price or other terms and conditions.

**10. Purchaser's Right to accept any Tender and to reject any or all Tenders**

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

**11. Notification of award**

- A. Prior to the expiration of the period of tender validity, the purchaser will notify the successful Tenderer in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its tender has been accepted.
- B. The notification of award will constitute the formation of the contract.
- C. Upon the successful Tenderer's furnishing of the contract the purchaser will promptly notify each unsuccessful Tenderer.

**12. Signing of Contract**

- A. At the same time as the purchaser notifies the successful Tenderer that its tender has been accepted, the purchaser will send to the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- B. Within thirty (30) days of receipt of the Contract Form the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

13. **Standards**

- A. The Systems/services provided under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Deptt. of AHD&F and such standards shall be the latest issued by the concerned Institution.

14. **Delivery and Documents**

- A. Delivery and installation of the system/services shall be made by the Supplier within 30 days from the date of placing order which may be extended at the discretion of the competent authority.
- B. Documents to be submitted by Supplier are specified in technical specifications.

15. **Transportation**

- A. The transportation costs etc. to transport the equipment to the consignee's place shall be born by the tenderer.

16. **Incidental Services**

- A. The supplier may be required to provide any or all of the following services, including additional services, as specified in Technical Specifications:
  - a) Performance or supervision of on-site installation, etc. of the system.
  - b) Furnishing of tools required for assembly and/or maintenance of the System.
  - c) Furnishing of detailed operations and maintenance manual for each appropriate unit of system.

17. **Warranty**

- A. The supplier warrants that the System and services provided under the contract are based on new, unused, latest, most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all services/systems 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 system in the conditions prevailing in the Board.
- B. The stores shall carry standard guarantee/warranty for a period of at least 12 months after final inspection from the date of successful commissioning and handing over to the consignee at site or 15 months from the date of supply.
- C. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- D. Upon receipt of such notice, the supplier shall immediately repair or replace the defective system without any cost to the purchaser.
- E. If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, 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.

18. **Payment**

- A. No advance payment shall be made.
- B. For tenders denominated in Indian Rupees, the payment shall be made through Cheque/Demand Draft by the Deptt. of AHD&F **within 30 days only after the Provisional Acceptance Certificate (PAC) is received duly certified that the items has been received in good condition as per the specification and working satisfactorily.**

19. **Change Orders**

- A. The purchaser may at any time, by a written order given to the supplier make changes within the general scope of the contract in any one or more of the following:
  - i. the place of delivery/installation; and/or
  - ii. the services to be provided by the supplier,
  - iii. the mode/method of despatch and packing.

- B. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provision under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchaser's order.

20. **Assignment**

- 23.1 The supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the purchaser's prior written consent.

21. **Subcontracts**

- 23.1 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**

- A. Delivery of the equipment/performance of the services shall be made by the Supplier in accordance with the time schedule prescribed by the purchaser in the Schedule of Requirements.
- B. If at any time during performance of the contract, the supplier or its sub-contractor(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, its 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 its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by amendment of the contract.

23. **Liquidated Damages**

- A. If the supplier fails to deliver any of all of the goods or to perform the services within the period (s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% percent specified in contract or unperformed services for each week or part thereof delay until actual delivery or performance up to 5% maximum deduction of the percentage specified in Contract. Once the maximum is reached, the purchaser may consider termination of the contract.

24. **Termination for Default**

- A. 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:
  - i. If the supplier fails to deliver any or all of the services/systems within the period(s) specified in the contract, or within any extension thereof granted by the purchaser; or
  - ii. If the supplier fails to perform any other obligation(s) under the contract.
  - iii. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- B. 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 or services. However, the supplier shall continue performance of the contract to the extent not terminated.

25. **Termination for Insolvency**

- A. The purchaser may at any time 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**

- A. 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.
- B. The goods that are complete and ready for despatch 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:
  - i. To have any portion completed and delivered at the contract terms and prices, and/or
  - ii. To cancel the remainder and pay to the supplier an agreed amount for partially completed goods/services and for materials and parts previously procured by the supplier.

27. **Resolution of Disputes**

- A. The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- B. For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the tenderer.

28. **Taxes and Duties**

- A. The supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until completion of the contract.

29. **Clarification of Tenders and Contacting the Purchaser for clarification of Tenders**

- A. During evaluation of the tenders, the Purchaser may at its discretion, ask the Tenderer for clarification of its 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.
- B. No Tenderer shall contact the Purchaser on any matter relating to its tender from the time of the tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- C. Any effort by the Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderer's offer.

30. **Preliminary Examination**

- A. 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.
- B. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit prices and the total price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its tender will be rejected, and its Earnest Money will be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- C. The Purchaser may waive any minor informality, nonconformity, or irregularity in a tender which does not constitute a material deviation, provided same does not prejudice or affect the relative ranking of any Tenderer.
- D. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the Tender Documents without material deviations.
- E. If the tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
- F. The tenderer should submit the **technical brochure in original**, confirming the claim of the specification as quoted in the tender. In case the specifications given in the Brochure do not tally with the specification quoted, the tender shall be treated as un-responsive.
- G. The tenderer should also enclose the list and addresses of **Service Centers**.

31. **Packaging-marking**

- A. For all items, supplies shall be packaged in such a way that they are protected from all damage during transport (whether by sea, air, road or rail). Each outer package will be indelibly and legibly marked.
- B. A packing list showing the contents of the package must be kept inside each and every package.
- C. All packing materials shall become the property of the National Institute of Animal Health, Baghpat.

32. **Places of destination and delivery period**

- A. The constitution and destination of the different components of each lot will be as indicated in the Equipment Distribution Annex.
- B. The delivery period shall be stated by the bidder in his offer, but should not be more than two months from the date of receipt of the letter of contract. Delivery periods outside this limit will be taken into consideration during evaluation of bids.

33. **Acceptance**

- A. For all items acceptance, both provisional and final will be by the Director, National Institute of Animal Health, Department of Animal Husbandry, Dairying & Fisheries, Ministry of Agriculture, Government of India, Baghpat, Uttar Pradesh-250 609 or his authorized representatives after unpacking all the supplies comprising a particular lot at their various final destinations.

**Director**  
**National Institute of Animal Health**