

# TENDER DOCUMENT

FOR

Designing, Printing and Supply of Report on “Survey of Extent of Problems of Spurious and not of Standard Quality (NSQ) Drugs in the Country”.

FOR

**NIB - NOIDA**

**Tender No:** Q/NIB/15-16/69(DSR)

**Cost of Tender Document Rs.525/- (Non-Refundable)**

**12<sup>th</sup> August - 2016**



**NATIONAL INSTITUTE OF BIOLOGICALS**

**A-32, Sector-62**

**Near NH-24, Noida-201 309 (U.P.)**

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

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Website: [www.nib.gov.in](http://www.nib.gov.in)

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## EXECUTIVE SUMMARY FOR INVITING TENDER

**Subject: Designing, Printing and Supply of Report on “Survey of Extent of Problems of Spurious and not of Standard Quality (NSQ) Drugs in the Country” for National Institute of Biologicals, Ministry of Health & Family Welfare, Government of India.**

The Director, NIB invites duly sealed tenders, in two bid system (Technical & Price Bid) from reputed printers for designing, printing and supply of report on “**Survey of Extent of Problems of Spurious and not of Standard Quality (NSQ) Drugs in the Country**”

1. The Brief details of the tender are as under:

1.	Tender No.	Q/NIB/15-16/69(DSR)
2.	Tender Name	<b>Designing, printing and supply of report on “Survey of Extent of Problems of Spurious and not of Standard Quality (NSQ) Drugs in the Country” for National Institute of Biologicals (NIB), Noida.</b>
4.	Type of Tender	Advertised Tender Enquiry
5.	Tender Fees	<b>Rs. 525/-</b> inclusive of UP VAT through a crossed account payee demand draft of any Nationalised Bank drawn in favour of <b>National Institute of Biologicals</b> , payable at <b>Noida/Delhi</b> .
6.	Bidding System	Two Bid System
7.	Place of availability of bidding documents	Download from NIB website in Tender Section <a href="http://www.nib.gov.in">www.nib.gov.in</a> or CPP portal of Govt. of India.
8.	Sale of Tender document	From 12/08/2016 to 26/08/2016
9.	Date & Venue for Pre-Bid Meeting	On 19/08/2016 up to 02.30 P.M. at National Institute of Biologicals, A-32, Sector-62, Near NH-24, Noida - 201 309
10.	Last date & time of submission of Tender in NIB	On 26/08/2016 up to 03:00 P.M.
11.	Tender Opening date & time (Techno-Commercial bid)	On 26/08/2016 up to 03:30 P.M onwards.
12.	Bid Validity Up to	120 (One Hundred & Twenty) days from the date of opening of Bid.
13.	Earnest Money Deposit in the form of DD.	EMD amount for Rs. 32,000.00 (Rupees Thirty Two Thousand only) to be submitted in form of Demand Draft in the name of <b>National Institute of Biologicals</b> payable at <b>Noida/Delhi</b> .
14.	Security Deposit / Performance Bank Guarantee / Contract Security	The successful bidder has to submit Security Deposit /Performance Bank Guarantee / Contract Security – in the form of Demand draft & in favour of National Institute of Biologicals, payable at Noida/Delhi <b>Or</b> Performance Bank Guarantee (PBG) – for 10% (Ten Percent) of the Total

		Contract Value, within 15 (Fifteen) days from date of LOA/LOI in the prescribed <b>format enclosed at Annexure-VII.</b>
	Validity of Performance Bank Guarantee	60 (Sixty) days beyond the expiry of the contract period. The Bidder will have to extend the validity of the same for extended period (If any).
<b>15.</b>	Correspondence Address for Issue & Submission of Bid	Director, National Institute of Biologicals, A-32, Sector-62, Near NH-24, Noida- 201 309.

OFFERS NOT ACCOMPANIED WITH PRESCRIBED TENDER FEE AND EMD WILL NOT BE ENTERTAINED.

2. The Tender Document can also be obtained from NIB Finance Division on payment of requisite Tender Fee of Rs. 525/- (inclusive of UP VAT in form of separate "Demand Draft" or "Pay Order, payable at NOIDA/Delhi.
3. The bidders downloading the tender document from the website- <http://nib.gov.in> or CPP portal of Govt. of India, should ensure to submit tender fee of Rs.525/- inclusive of UP VAT in form of Demand Draft along with their bid in the **Cover - I** containing Technical Bid.
4. Two Bid System shall be followed and bidders should take due care to submit tenders in accordance with the requirements in sealed covers.
5. Any queries regarding Tender Document may be discussed in the Pre-Bid meeting as per the Date & Time given in the Tender Document.

**For Director  
National Institute of Biologicals, Noida**



## NATIONAL INSTITUTE OF BIOLOGICALS

A-32, Sector-62

Near NH-24, Noida-201 309 (U.P.)

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

E-mail: [info@nib.gov.in](mailto:info@nib.gov.in)

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**Tender No:** Q/NIB/15-16/69(DSR)

**Tender Document for Designing, Printing and Supply of Report On “Survey Of Extent Of Problems Of Spurious And Not Of Standard Quality (NSQ) Drugs in the Country” for National Institute of Biologicals, Ministry of Health & Family Welfare, Government of India.**

### **1. INTRODUCTION, GENERAL INSTRUCTIONS AND GUIDELINES FOR THE BIDDER:**

#### **1.1. INTRODUCTION**

**NATIONAL INSTITUTE OF BIOLOGICALS** is an autonomous Institute under the administrative control of Ministry of Health & Family Welfare, Govt. of India and engaged in the evaluation and quality control testing of various Biological products like Vaccines, Blood Products, Blood reagents, Sera, Immuno-diagnostic kits etc. produced and imported in India. NIB has a state of art laboratory building having area of approx. 15,000/Sqm.

#### **1.2. PRE-QUALIFICATION CRITERIA**

1. Experience of having successfully completed similar works during the last seven years ending 31<sup>st</sup> July, 2016 should be either of the following.
  - ✓ Three similar completed works each costing not less than the amount of ₹6,50,000/- (Rupees Six Lakhs & Fifty Thousand)  
Or
  - ✓ Two similar completed work each costing not less than the amount of ₹.9,50,000/- (Rupees Nine lakhs & Fifty Thousand)  
Or
  - ✓ One similar completed work costing not less than the amount of ₹12,80,000/- (Rupees Twelve Lakhs Eighty Thousand Only).
- a) The details of inputs / information required to be submitted by the bidder is given in the **Annexure-IV**.
- b) The printer should have average annual turnover of at least Rs.3.00 crores (Rupees Three Crore) during the last three financial years (copy of audited financial statement to be provided).
- c) Tenders received without requisite documents, including Demand Draft of **EMD & Tender fees** (if tender is downloaded online), shall not be entertained.
- d) The Printer/Bidders should not have **blacklisted** at any stage by Central /State Government Body /PSUs/Autonomous Bodies etc. (Printer has to give an affidavit in a non-judicial stamp paper worth Rs. 100/- duly notarised mentioned the text as under).
  - ✓ My/ our firm has not been blacklisted during last three years by any of the Govt. Department / Govt. Autonomous Body / Institute / PSU, etc.
  - ✓ My / our Firm has not any dispute with any of the Govt. Department / Govt. Autonomous Bodies / Institutions / PSUs / Plus etc.

- ✓ My / our Firm has not submitted any fake certificates / documents and later on if any such certificates / documents' found to be fake / wrong, any criminal and legal action can be taken against their Firm / Agency besides forfeiture of Earnest Money & blacklisting etc.
- ✓ There are no complaints against my / our Firm such as delayed supply, non-submission of performance Bank Guarantee (BG) and refusal of supply and for which no punishment of any type.

**2. The Printer/Bidder should have their own printing set up and Professional Graphic Designing facility within Delhi NCR region.**

3. The Printer / Bidders should be registered firm engaged in printing and designing business with minimum experience of 05(five) years. Detail to be provided. (Registration certificate along with VAT/CST/TIN/ST/PAN have to be attached with Technical bid).

**1.3. GUIDELINE FOR SUBMISSION OF TENDER /BIDS & PRE-BID MEETING.**

- a) Each and every page of the tender document should be signed by Authorized person / signatory in token of acceptance of the tender conditions along with the other required documents/details. The bid can be sent by owner or owner's representative. Representative will have to enclose the Letter of Authority / the Power of Attorney along with this Bid Document, otherwise the offer may be considered null and void at any stage as per the decision of Director, NIB.
- b) All the corrections/cutting made anywhere in the tender form will have to be authenticated with full signature. The corrections without authentication may be liable to be rejected.
- c) **The Sealed bids are to be submitted in two separate envelopes**

**TECHNICAL BID:** Sealed Technical Bid, along with a Demand Draft of Rs.32,000/- (Rupees Thirty Two Thousand only) towards EMD, drawn in favour of '**NATIONAL INSTITUTE OF BIOLOGICALS**' payable at **NOIDA/DELHI**, and other required documents mentioned in **Annexure-IV**, placed in sealed envelope super-scribed "**TECHNICAL BID - for designing, printing and supply of Drug Survey Report of the Institute for the year 2015**". The Technical Bid shall consist of following:

- Tender Terms and Conditions: each and every page signed by the Printer along with the supporting documents.
- \* A demand draft of Rs.32,000/- (Rs. Thirty Two Thousand Only) in favour of **National Institute of Biologicals, Noida** towards earnest money.
- A demand draft of Rs.525/- (Rs. Five hundred & Twenty Five only) in favour of **National Institute of Biologicals, Noida** towards the cost of Tender Form, if the tender form has been downloaded from the website i.e. [www.nib.gov.in](http://www.nib.gov.in)
- Sample of any scientific govt. report.
- Agreements / work orders for similar work of designing, printing & supply. The addresses and contact numbers of the present customers.
- Printed samples bearing print-line.
- Any other information, which may be considered relevant to this job.
- Copy of Registration of firm with VAT/CST/TIN/ST/PAN Nos.
- Copies of Annual Audited Accounts for the year 2012-13, 2013-14 and 2014-15.

(\* Note:- Technical Bid received without EMD and prescribed Tender Fee shall not be accepted.)

**#FINANCIAL BID:** Sealed Financial Bid placed in a separate envelope super-scribed: "**Financial Bid for designing, printing and supply of Drug Survey Report of the Institute for the year 2015**". The Financial Bid shall consist of following:

- The proforma of schedule of rates for designing, printing and supply. (Annexure-V) duly filled in.
- Price:- FOR Destination- NIB, A-32, Sector-62, Noida
- **Taxes:-** Sales Tax/CST/VAT **without** Form C/D
- **Service Tax** :- Applicable rates
- **Excise Duty** :- Applicable Excise Duty.
- Taxes / duties are to be specified clearly; else price will be treated as all inclusive.

**(# Note:** Offer must be in Indian Rupee only and all the quoted rates should be in both figures and words without any overwriting. In case of numeric error the amount in words will be considered. Copy of latest work order received from other Govt. Organization, Deptt. Or Institute for the similar work to justify the price reasonability.)

- d)** The Envelope No. 1 (Technical Bid) & No. 2 (Financial Bid) shall be sealed separately and placed in the Third Envelope which also shall be sealed and duly super-scribed indicating the Name of the Tender, due date and time of the opening and this should be sent on the below mentioned address:

The Director,  
**National Institute of Biologicals,**  
 A-32, Sector-62, Near NH-24,  
**Noida – 201 309**

Bid must reach to NIB either by Registered Post/Speed Post/Courier or submitted by hand at Administrative Block or dropping in the Tender box placed at NIB Reception not later than 3:00 PM on 26<sup>th</sup> August, 2016.

- e)** The Printer has to provide at least 2 to 3 books or report along with the Technical Bid to check its quality and for technical evaluation of work
- f)** Tenders received after the stipulated date and time shall not be accepted. NIB shall not be liable for any postal delays what so ever. Conditional tenders shall not be accepted.
- g)** The bidder(s) shall **quote rates inclusive of all statutory levies, taxes, fees, cesses, duties, surcharges, Octroi, transport, freight, costs & other taxes and its components etc., whatsoever name it may be called except VAT & CST.** No component of cost / tax or any other charges shall be paid by NIB unless the same is included specifically in the quotations and agreed by NIB. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
- h) PRE-BID MEETING:**
- i.** The Bidder(s) or his official representative, are invited to attend a pre-bid meeting on date, time and venue specified above. The person should carry authorization letter and valid Photo ID proof.
  - ii.** The bidder is requested to submit clarifications in pre-bid meeting. These questions shall be replied during the pre-bid meeting.
  - iii.** Corrigendum(s) and Record Notes of pre-bid discussions, if any, shall also be available on NIB website.



- iv. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- i) The Technical Bid shall be opened on 28<sup>th</sup> August, 2016 at 3:30 PM and onwards in National Institute of Biologicals (NIB), Noida. Bidder or their authorized representatives, (not more than one person) may be present at the time of opening of tender, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
- j) The Price Bids of only technically responsive bidders shall be opened on a later date, as may be notified by NIB.
- k) NIB reserves the right to reject or accept any tender, and or to annul the bidding process and or reject all the tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIB's action.

#### **1.4. VALIDITY OF THE BIDS**

Bids shall remain valid for 120 (One Twenty Hundred) days after the date of opening of Technical Bids prescribed by NIB. A bid valid for a shorter period may be rejected as non-responsive. However, the rates finalized after opening the tenders shall not increase throughout the contract period.

In exceptional circumstances, NIB may request the Bidder(s) for an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by fax) by the authorised signatory.

#### **1.5. AMENDMENT OF TENDER**

- a) At any time prior to the last date for receipt of Bids, NIB, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.
- b) The addendum/corrigendum will be uploaded on NIB website. The Bidders are requested to visit the website frequently to check for any amendments.
- c) NIB may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

## **2. SPECIFICATION OF REQUIREMENTS**

### **2.1 SCOPE OF WORK**

<b>Sl. No</b>	<b>Description of Material</b>	<b>Quantity</b>
1	Designing, Printing and Supply of <b>Report</b> in <b>English</b> , as per specifications enclosed at <b>Annexure-I</b> . (Pages 500 approx.).	1000 Copies
2	Designing, Printing and Supply of <b>Executive Summary</b> in <b>English</b> as per specifications enclosed at <b>Annexure-I</b> . (Pages 25-30 approx.)	1000 Copies
3	Designing, Printing and Supply of <b>Report</b> in <b>Hindi</b> , as per specifications enclosed at <b>Annexure-I</b> . (Pages 500 approx.)	500 Copies
4	Designing, Printing and Supply of <b>Executive Summary</b> in <b>Hindi</b> , as per specifications enclosed at <b>Annexure-I</b> . (Pages 25-30 approx.)	300 Copies
5	Pen Drive (visiting card type) with both side printing of appropriate capacity (Min. 8GB) containing soft copy of above Reports including executive summary in <b>Hindi</b> and <b>English</b> .	1300 Nos.

### **2.2 SPECIAL CONDITIONS OF THE CONTRACT**

1. Printers are supposed to design (graphics), print and supply the Drug Survey Report and other jobs within a period of 30 days from the date of assignment of job. Certain jobs are to be printed on priority basis which may require round the clock working.
2. The requisite quantity/quality of paper to be used for printing of text, cover and illustrations are to be arranged by the printers.
3. All the printing works like Page Layout, Positive making, Plate making, Printing, Lamination and Binding etc. should be done within Press/in house only.
4. The Printer/Bidder should have experience of similar multi-colour printing work either of Survey Reports/ Annual Report of Central/State Governments or of any other reputed organisation like WHO/UNICEF etc. The nature of completed work should be publication of Annual Reports/Conference Reports/Scientific Magazines /Scientific Bulletin /Brochures/Journals/Survey Reports etc. copies of such publications should be furnished.
5. List of clients for whom similar work has been executed is to be enclosed with quotation

### **SPECIAL TERMS & CONDITION FOR MSME/NSIC**

1. The bidders in the category of Micro and Small Enterprises (MSEs) who are registered with MSME bodies like National small Scale Industries Corporation etc. are exempted from payment of Bid Security / Earnest Money Deposit. A proof regarding current registration with MSME/NSIC for the tendered items will have to be attached along with bid/quotation/offer.
2. SSI Units registered with NSIC should participate in tender directly enclosing copy of NSIC certificate and offers from their agents will not be considered.
3. In compliance of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, purchase preference shall be given to Micro and Small Enterprises(MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation Or Directorate of Handicrafts and Handloom or Consortia of Micro and Small Enterprises formed by National Small Industries corporation, if the price quoted by the MSE<sub>s</sub> is within 15% of L-1 price (L-1 price means Landed Lowest price ) quoted by any other bidder, for the tendered items for which they are the L-1.
4. Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE<sub>s</sub> and the MSE<sub>s</sub> accept the L-1 price.
5. In case of and MSE<sub>s</sub> is the L-1 bidder for an item, the 100% tendered quantities shall be placed an order to MSE<sub>s</sub> firm.

6. In case of an MSE owned by SC/ST and price quoted is within 15% of the L-1 price quoted by the L-bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.
7. In case of more than one MSE<sub>s</sub> participates in the tender and their prices are within 15% of L-1 price and L-1 bidder is an enterprise other than MSE<sub>s</sub> then 20% of the tendered quantities shall be shared proportionately between participating MSE<sub>s</sub> on their acceptance of L-1 price.
8. In case of more than one MSE<sub>s</sub> participates in tender and their prices are within 15% of L-1 price bidder price who is not a MSE<sub>s</sub> and one of the MSE<sub>s</sub> is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantities shall be procured from MSE<sub>s</sub> owned by SC or ST entrepreneurs exclusively subject to their acceptance of L-1 price in addition to sharing of equal portion of balance of 16% with other non-SC/ST owned MSE<sub>s</sub> subject to their acceptance of L-1.
9. In case of more than on MSE<sub>s</sub> owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs exclusively subject to their acceptance.

### **3. GENERAL CONDITIONS OF TENDER:**

**3.1 TRANSIT INSURANCE** The Cost of the Transit Insurance for the material to be supplied will be borne by the Bidder.

#### **3.2 EARNEST MONEY DEPOSIT (EMD)**

- a) The Earnest Money Deposit (EMD) of Rs. 32,000/- (Rupees: Thirty Two Thousand only) in the form of Demand Draft drawn in favour of “**National Institute of Biologicals**” payable at **Noida/Delhi** and is to be submitted along with the Technical Bid.
- b) Tenders received without the prescribed EMD shall not be entertained.
- c) The EMD of the unsuccessful bidders will be refunded without any interest or bank charges. The EMD of the Successful bidder will be refunded after submission of the Security Deposit/ Performance Bank Guarantee by the Agency.

#### **3.3 IMPOUND OF EMD**

EMD of the successful bidder shall be liable to be forfeited if the successful bidder does not fulfil any of the following conditions:

- a) If the Bidder withdraws their offer during the period of tender validity.
- b) If after submission of quotation the Bidder fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.
- c) An agreement is not signed in the prescribed form within 15 (Fifteen) days of the receipt of the Letter of Award of the Contract;

#### **3.4 DELIVERY SCHEDULE**

1. The report shall be delivered within 30 days after receipt of printing & supply order, offered by vendor..... (to Stores & Purchase Section of NIB, NOIDA between 9.30 AM to 01.00 PM and 2.00 PM to 04.30 PM during any working days except all weekly off days & Gazetted Holidays. Unloading of goods /stores and delivery to stores at above mentioned place shall be responsibility of the printer.)

### **3.5 SECURITY DEPOSIT**

The Security Deposit / Performance Bank Guarantee of 10% (Ten Percent) of total Contract Value in the form of Demand Draft in favour of 'National Institute of Biologicals' payable at Noida/Delhi or bank guarantee from any Nationalized Bank as per the format given in **Annexure-VII** is to be submitted by the Bidder immediately within 15 (Fifteen) days of the execution of the agreement to cover any loss or damage caused to or suffered by NIB due to acts of commission and omission by the Agency or any failure on the part of Agency in fulfilment of terms and conditions of the contract and conditions contained in the agreement. The bank guarantee should be valid up to 60 (Sixty) Days beyond the expiry of contract period. The Performance Bank Guarantee should also be suitably extended for the extended contract period (If any).

### **3.6 PAYMENT TERMS**

- a) No Advance payment will be made against the Purchase Order in any circumstances.
- b) The Bidder will submit Pre-receipt bills in duplicate as per the Purchase Order. The Payment will be made within 30 (Thirty) days after scrutinizing and verifying the same.
- c) In case of untimely/non-delivery/sort-delivery/damage of Packaging Material supplied and delivered; NIB reserves the right to deduct the amount from the bill submitted for payment.
- d) The payment will be made through NEFT/ RTGS or by Crossed cheque as per details provided by the Bidder after deduction of TDS, if applicable.

### **3.7 LIQUIDATED DAMAGES**

In case of delayed delivery of all or any item (s) this Institute shall be entitled to a discount or reduction on the contract price to a sum equivalent to 2% (two percent) of the value of goods/items delivered late for each week or part thereof subject to a maximum of 10% (ten percent) of undiscounted/unreduced contract price for the relative good/items, and/or, risk purchase will be affected at your risk and expenses.

### **3.8 TERMINATION OF THE CONTRACT**

- a) NIB may terminate the contract without assigning any cause by giving 15 (Fifteen) days notice in writing. However, the notice period may be extended by mutual agreement till alternate arrangements are made.
- b) The Bidder shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the execution of the Supply in full, but which he did not derive in consequences the full amount of the supply not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of agreement by NIB.

### **3.9 FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty One) days of the date of occurrence thereof, neither party shall be reason of such an

"eventuality" be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of The Director, NIB shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause NIB shall be at liberty to take over from the Bidder at a price to be fixed by NIB, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of operation which may be in the possession of the Bidder at the time of such termination, or such portion thereof as NIB may deem fit, except such material as the Bidder may with the concurrence of NIB select to retain.

### **3.10 ARBITRATION**

- a) In the event of any dispute difference, claims and demands arising between NIB and the bidder in any matter arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this tender / agreement directly or indirectly, the matter shall be referred to the Director, NIB who may himself act as sole arbitrator or may name as sole arbitrator an officer of NIB notwithstanding the fact that such officer has been directly or indirectly associated with this contract. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties. The Jurisdiction for the arbitration shall in Delhi/Noida.
- b) The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this contract.
- c) The proceedings of arbitration shall be in English/Hindi language.

**3.11 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD OF CONTRACT:** The purchaser reserves the right at the time of contract award to increase or decrease by up to 25 percent the quantity of goods and services of originally specified in the schedule of requirements without any change in unit price or other term and conditions.

**3.12 SAMPLE PAPER:** The Printer/Bidder should enclose, the sample of papers, with the description of the paper viz. brand, make, gsm etc. must be attached with the quotation.

**3.13 DRAFT COPY:** The Institute will provide test material in soft and hard copy to the printer and the 1<sup>st</sup> draft proof shall have to be submitted by the printer within 5 working days from the date of handing over of the printing text/matter of the Drug Survey Report. The subsequent amended/corrected draft should be submitted within 3 days. The printed copies (complete in all respect) must be supplied within **30 Days** after receiving the final approved proof from the Institute.

**3.14 CONFIDENTIALITY OF INFORMATION:** - All data obtained by selected printer from NIB during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees and affiliates to any third party other than the NIB's personnel. This obligation of Contractor shall prevail even after termination of contract. Beside forfeit of EMD / Performance Security, NIB may take legal action, if found any breach of the conditions.

**3.15 PRIOR APPROVAL:** Advance copies shall be submitted to the NIB for approval before binding and supply of bulk stocks of report at NIB. In case of any error or defects noticed in the finished books, the necessary rectification shall be carried out by the printers at their cost. The bulk stock



received from the printers shall be verified randomly by the concerned Officer and staff of the NIB. If any shortcoming is found, NIB will decide whether to accept the stock after imposing penalty or to reject the whole stock. In case of rejection, the complete stock shall be printed by the printer at his own cost.

**3.16 AWARD OF CONTRACT:** NIB shall consider awarding the contract to the eligible printer whose bid is determined as the lowest evaluated Price bid subject to quality of material and specifications mentioned in the tender. However, competent authority of NIB does not bind itself to accept the lowest or any other tender and reserves the right to choose, accept or reject any or all offers, in full or part, at any stage, reduce or increase the quantity, split the order without assigning any reason thereof.

**3.17 NIB, RESERVES THE RIGHT:** NIB reserves the right to verify the credentials furnished by the bidder through a Technical Evaluation Committee of experts, constituted by the Director, NIB. If any information furnished is found to be incorrect at any stage, then the respective agency shall be liable to be debarred from tendering in NIB in future.

**3.18 TECHNICAL BIDS OPENING:** Technical Bids will be opened on 26/08/2016 at 3:30pm onwards at NIB, Noida in the presence of the printers or their authorized representatives who choose to attend the same. The technical bids will be evaluated to shortlist the eligible bidders. The Price Bids of only technically qualified bidders shall be considered for further processing. If required, NIB reserve the right to verify and cross examine the credential of test report submitted by printer and may ask to submit required detail.

**3.19 PRICE BIDS OPENING:** Price bids of technically qualified bidders only shall be opened in the presence of the bidders or their authorized representatives who choose to attend the same on submission of duly filled and signed certificate attached herewith. The scheduled date and time of price bid opening will be intimated separately only to techno-commercially qualified bidders. The bidder's name, bid prices and discount, if offered, will be announced at the time of price bid opening. **Camera / mobile phones etc. are strictly prohibited during the process of tender opening.**

**3.20 INCREASE & DECREASE OF WORK:** The number of copies or number of pages as mentioned above may be increased or decreased up to 25%. The Institute also reserve the right to award contract either for all the items or for specific item(s) as per requirement.

**3.21 DECLARATION ABOUT DESIGNING:** The vendor has to furnish a suitable declaration for each creative design indicating that these are original creation by the relevant agency and not a copy of any other design/patent /copyright/trade mark/report.

**3.22 STANDARDS:** Agency selected shall abide by all relevant Rule & Regulations of the Government as issued from time to time and shall be responsible for adhering to norm/rules & regulations/provisions of Ministry of I & B, DAVP, Press & Distribution Act, other applicable Acts/concerned regulatory body(ies).

**3.23** The supplier will be liable to replace the rejected /damaged report within 10 days, failing which the legal action will be taken as deemed fit by **NIB**.

**3.24 COMPLETION OF WORK IN STIPULATE TIME:** If the printer fails to complete the designing and printing work within the stipulate time period, NIB reserve the right to cancel the work. If the failure continues for the second time or repeated on the part of selected printer, the contract may be cancelled and performance security would be forfeited apart from taking other legal action by this Department.

**3.25 GUARANTEE/WARRANTY /DEFECT LIABILITY PERIOD:** Agency will stand for guarantee for the workmanship of the jobs carried out by him in accordance with the specification stipulated in the contract / S.O. Document for the minimum period of (6) Six months. In case the workmanship of the job done by the contractor found not as per specifications, the agency will have to rectify /replace the same free of cost. In case, he fails to do so, within the period specified by NIB, NIB

at liberty to get the same work done at the risk and cost of the contractor and EMD submitted will be forfeited.

**3.26 INSPECTION:** On the basis of evaluation, a tentative list of those printers who fulfil the requirement shall be prepared. A team of technical officers may inspect the printing units to verify if the machines are in working order and will also verify the other details mentioned in the application form. Thereafter, a list of printers shall be finalized who qualify in the technical bid.

**3.27 SECRECY OF CONTRACT DOCUMENT.**

a) The Contractor shall not, without the prior written consent of the NIB, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of NIB in connection therewith to any person or third party other than a person employed and duly authorized by the Contractor. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary.

b) The Contractor shall not without NIB's prior written consent make use of contract document or any information relating to this contract in any manner whatsoever.

**3.28** The tender form and other documents, if any, may be filled in English or Hindi and all entries must be typed or handwritten in ink clearly readable. The printer with his signature, if any, should attest the corrections.

**3.29 FIXED PRICE:** For all printing jobs, approved schedule of rates for entire task (Designing / Printing / Supply) shall be applicable. No hike in the rates shall be entertained.

**3.30 ISO CERTIFICATION:** The firm should be capable of undertaking the entire work and supplying the entire stock to the satisfaction of NIB. Preference would be given to the firms possessing ISO certification.

**3.31 EVALUATION OF SAMPLE PAPERS:** The printers shall provide a full sheet of paper and card used for the job along with the Mill wrapper having paper specifications along with the advance copies. NIB may go for the chemical testing of paper and card used by the printer, if need to. In case of variation in quality/specification, the complete stock of books shall be liable for rejection. In case of minor variations within the acceptable limit, NIB may consider to accept the stock after imposing appropriate penalties to be decided by the Director, National Institute of Biologicals, Noida.

**3.32 Please note that there should not be any price information in the Technical Bid failing the offer will summarily be rejected.**

**3.33 ERROR IN TENDER:** Any clerical error will be responsibility of printer only.(they required to submit for proof reading to NIB before final approval)

**3.34 JURISDICTION:** In respect of any dispute arising between NIB and the bidder in any matter covered under this tender / contract or arising directly or indirectly therefrom or connected or concerned with the said contract, the courts at Noida/Delhi shall only have the jurisdiction.

**NATIONAL INSTITUTE OF BIOLOGICALS  
MINISTRY OF HEALTH & FAMILY WELFARE  
GOVT. OF INDIA**

**SPECIFICATION**

**PRINTING SPECIFICATIONS:**

Size	8.25" X 11"
Number of Pages	500 (Approx.)
Colour	4+4 (Multi colour)
Paper	100 gsm Art Paper (matt finish) for inside pages.
Font size	10
Binding	Section swing perfect binding for Reports. Central Stitching / stippled for Executive Summery
Quantity	1000 Reports of 500 pages (approx.) in English.  1000 Executive Summary of 25-30 pages in English.  500 Reports of 500 pages (approx.) in Hindi  300 Executive Summary of 25-30 pages in Hindi
Type of Cover page of Executive Summary (both English & Hindi)	300 gsm matt paper with UV photograph
Type of paper & GSM of Cover page of Report	300 gsm matt paper with UV photograph
Lamination	Matt Lamination On Outer Cover (With UV if required)
Packing	Individually In Polythene Sheets and in lot of appropriate Nos. In Corrugated Boxes
Pen Drives (1300 Nos.)	Pen Drive (visiting card type) with both side printing, appropriate capacity (Min. 8GB) containing soft copy of above Reports including Executive Summary in <b>Hindi and English</b> both. <b><u>(A suitable pocket to hold Pen Drive on inside of back cover of Executive Summery)</u></b>
Delivery	F.O.R at NIB Noida

**DESIGNING SPECIFICATIONS:**

The National Institute of Biologicals will provide complete input material in soft and hard copy. The designing & art working of the cover pages and of entire text pages of the report including photographs will be provided by National Institute of Biologicals only. The Designers have to submit complete colour dummies for 2-3 times of the Report. Please note that all the colour-corrections and final ready to print output files have to be provided by the agency.



**ANNEXURE- II**

**Q/NIB/15-16/69(DSR)**

**TENDER SUBMISSION LETTER**

To,

**The Director,**  
National Institute of Biologicals,  
Ministry of Health & Family Welfare,  
Govt. of India  
A-32, Sector 62,  
**Noida – 201309 Uttar Pradesh.**

Sir,

I/ We have read and understood the terms and conditions of the Tender and enclosed Annexures. I / We agree to abide to the conditions laid down in the Tender Form.

If our press is enlisted on the required work of NIB, I/WE undertake to accept and to execute all the designing printing and supply jobs assigned by the National Institute of Biologicals, Noida on the basis of formulated scheduled of entire task. I/we undertake to designing, printing and delivery the assigned jobs as per the deadline. We undertake that, we will strictly observe the laws against fraud and corruption in force in India i.e. "Prevention of Corruption Act 1988".

I/ We confirm that we will comply with the eligibility requirements and other procedures prescribed in the Tender Form.

Signature of Authorised Signatory

Name, Address & Stamp

**ANNEXURE III****CHECK LIST**

BIDDERS SHOULD FURNISH SPECIFIC ANSWER TO ALL THE QUESTIONS GIVEN BELOW TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED.

Sl. No.	Question	Remarks (√)
1	Duly signed Tender Submission letter	
1	DD/Pay Order for Tender Document Fee.	
2	DD/Pay Order for stipulated EMD.	
3	Tender Document Duly Filled, serially numbered, stamped and signed on each page.	
4	Annexure General Information about Bidder filled and signed.	
5	If registered with NSIC then copy of necessary registration certificate.	
6	120 days of validity of Tender kept or not.	
7	Copy of Sale Tax Registration Certificate and PAN Card of agency / proprietor	
8	Rates quoted are in INR only.	
9	Rates not quoted in Technical Bid.	
10	All other annexures, documents, affidavit, declarations etc. submitted or not.	
11	List of machinery and equipment	
12	Details of having Professional Graphic Designer	
13	List of clients (Govt. Institutes, Labs, PSU etc.) with address and contract of concerned person.	
14	Copies of Annual Report 2012-13, 2013-14 and 2014-15.	
15	Copies of Annual Audited Accounts for the year 2012-13, 2013-14 and 2014-15.	
16	An affidavit in a non-judicial stamp paper worth Rs. 100/- duly notarized mentioned the Tax as under	
17	Copy of Registration of firm with VAT/CST/TIN/ST/PAN Nos.	
18	Please attach ISO Certificate, if available	

**ANNEXURE – IV**

Tender No: Q/NIB/15-16/69(DRS)

Dated: \_\_\_\_\_

**TECHNICAL BID****Details of Inputs/ Information to be provided by the Bidder**

<b>Sl.No.</b>	<b>Items</b>	<b>Information / Inputs to be filled by the bidder (If required separate sheets may be enclosed)</b>
1.	<b>Name and address of the Bidder</b> , telephone number, fax, mobile number, email address	
2.	<b>Type of organization</b> (Whether proprietorship, partnership, Private limited, limited company)	
3.	<b>Name and address of the directors/ proprietor /partners</b>	
4.	<b>Year of formation of the company/ Firm and experience.</b>	
5.	Experience of having successfully completed similar works during the last seven years ending 31 <sup>st</sup> July, 2016 (As mentioned in Pre-qualification criteria)	
6.	Details of average annual turnover of at least Rs.3.00 crores (Rupees 3 Crore) during the last three financial years (copy of audited financial statement to be provided).	
7.	An affidavit in a non-judicial stamp paper worth Rs. 100/- duly notarised mentioned the text as under).(As per-qualification criteria)	
8.	Own printing set up and professional graphic designing facility within NCR region.	
9.	Registration of firm engaged in printing and designing business with minimum experience of 05(five) years.	

**Undertaking:**

I hereby certify that all the information furnished above is true to my knowledge. I have no objection to NIB verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

**Signature of the authorized signatory of the agency****Official seal/ stamp****Date:****Place:**

**ANNEXURE- V**

Q/NIB/15-16/69(DSR)

FORMAT FOR FINANCIAL BID- for report on "Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country".

**(To be given on the letter head of the agency)**

**(A) Price per copy of report based on the specification mentioned at Annexure-I (complete in all respect).**

<b>Sl. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit Price (Rs.)</b>	<b>Total Price (Rs.)</b>	<b>Taxes &amp; Duties (Rs %)</b>	<b>Total Price (including Tax &amp; Duties (Rs.))</b>
<b>1</b>	Designing, Printing and Supply of <b>Report</b> on "Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country". Pages Tentatively 500 (approx.). <b>Language – English</b>	<b>1000 Copies</b>				
<b>2</b>	Designing, Printing and Supply of <b>Executive Summary</b> on "Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country". Pages Tentatively 25-30. <b>Language – English</b>	<b>1000 Copies</b>				
<b>3</b>	Designing, Printing and Supply of <b>Report</b> on "Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country". Pages Tentatively 500 (approx.). <b>Language – Hindi</b>	<b>500 Copies</b>				
<b>4</b>	Designing, Printing and Supply of <b>Executive Summary</b> on "Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country". Pages Tentatively 25-30. <b>Language – Hindi</b>	<b>300 copies</b>				

5	Pen Drive (visiting card type) with both side cover printing of appropriate capacity (Min. 8GB) containing soft copy of above Reports including executive summary in <b>Hindi and English.</b>	1300 Nos.				
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Rupees in words:

**(B) Text translation charges –English to Hindi**

Sl. No.	Description	Qty. (pages)	Unit Price (Rs./Per page)	Total Price (Rs.)	Taxes & Duties (Rs. /- & %)	Total Price (including Tax & Duties )(Rs.)
1	English to Hindi	500 approx.				

Rupees in words:

**(C) Rates for Additional /Extra/Optional items:**

a	Plus/Minus Charges for additional pages (Set of minimum 4 pages)	Multi-Colour	Rs.
b	(1) Additional Copy of Report. (Complete in all respect)(Minimum lot of 50 Books)	Per copy	Rs.
		Taxes /Duties	Rs.
		Total cost per copy	Rs.
	(2) Summary with Pen Drive of appropriate capacity (Min. 8GB) (Complete in all respect)(Minimum lot of 50 Books)	Per copy	Rs.
		Taxes /Duties	Rs.
		Total cost per copy	Rs.

**NOTE: Payment will be workout on basis of actual number of pages printed.**

We have read and understood the terms and conditions contained in this 'Request for Proposal' document and these are acceptable to us.

Signature of Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal:

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of the authorized signatory of the agency**

**Official seal/ stamp**

**Date:**

**Place:**

Q/NIB/15-16/69(DSR)

(On Non-Judicial Stamp Paper appropriate value)

**SECTION VI : BID SECURITY FORM**

Whereas ..... (*hereinafter called "the bidder"*) has submitted its bid dated .....(*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (*hereinafter called "the Bid"*)

KNOWN ALL PEOPLE 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 well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the contract form if required; or
  - (a) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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 forty five (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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(Signature of the Bank)

\_\_\_\_\_

Name of Bidder

Q/NIB/15-16/69(DSR)

**PERFORMANCE GUARANTEE / SECURITY DEPOSIT**  
**IN THE FORM OF BANK GUARANTEE**

(On stamp paper of appropriate value from any Nationalized Bank)

**Bank Guarantee No:** \_\_\_\_\_

**Dated:** -----

**To,**

The National Institute of Biologicals  
A-32, Sector-62, Near NH-24,  
Noida- 201 309.

Dear Sir,

In consideration of **National Institute of Biologicals** (hereinafter called as NIB) which expression shall include his successor and assignees having awarded to ..... (Hereinafter referred to as the said Bidder/ Agency/ Contractor) when expression shall wherever the subject of context so permits include its successors, representatives, assignees, executors, administrators) a contract No. .... In terms inter alia, of NIB's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the Agency's furnishing security for the performance of the Agency's obligations and discharge of the Agency's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... only) amounting to 10 % (Ten) percent of the total contract value.

1. We ..... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to NIB in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the Agency to NIB under in respect of or in connection with the side contract inclusive of all NIB's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. ..../- (Rupees.....only).

2. We ..... Bank further agree that NIB shall be sole judge of and as to whether the said Agency has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by NIB on account thereof and the decisions of NIB that the said Agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by NIB from time to time shall be final and binding on us.

3. NIB shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Agency's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Agency or to grant time or indulgence to the Agency or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by NIB and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Agency or release or forbearance whatsoever shall absolve the Bank of the full liability to NIB hereunder or prejudice the rights of NIB against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Agency but shall in all respect and for all purposes be binding and operative until payment of all money payable to NIB in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Agency stopping or preventing or purporting to stop or prevent any payment by the bank to NIB in terms hereof.

6. The amount stated in any notice of demand addressed by NIB to the bank as liable to be paid to NIB by the Agency or as suffered or incurred by NIB on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to NIB of suffered or incurred by NIB as the case may be and shall be payable by the bank to NIB in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of NIB and liabilities of the Agency arising up to and until midnight of.....

8. This guarantee shall be addition to any other guarantee or security whatsoever that NIB may now or at any time anywise may have in relation to the Agency's obligations/ or liabilities under and/ or in connection with the said contract, and NIB shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which NIB may have or obtain and no forbearance on the part of NIB in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for NIB to proceed against the said Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which NIB may have obtained or obtain from the Agency shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of NIB in writing and agree that any change in the constitution of the said Agency or the said Bank shall not discharge our liability hereunder.



11. We. ....the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs...../- (Rupees .....only) and this guarantee shall remain in force till ..... and unless a claim is made on us within 3 (Three) months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Dated .....day of .....2016.

**For and on behalf of the Bank**

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**Signature  
(With rubber stamp)**

**THANKS**