



TENDER ENQUIRY
TWO BID SYSTEM

No. Q/NIB/17-18/33

Date : 01.06.2017

Due Date of submission : 22.06.2017; Time: 15:00 Hours
Due Date of opening 22.06.2017; Time 15.30 Hours onwards

To:

All Vendors

Sub: Tender Enquiry for supply of Ball Coagulometer- Reg.

Dear Sir,

I am directed to send you this Tender Enquiry with the request to submit the most competitive offer for supply of items as per the details mentioned below:-

Sl.No.	Description of Material	Qty.
1	Ball Coagulometer (As per Specification attached Annexure-I)	01 No.

Please indicate price on following terms:

- I. **Price:-** FOR Destination NIB,NOIDA, U.P.
- II. **Taxes:-** Sales Tax/CST/VAT without Form C/D
- III. **Earnest Money Deposit :** Rs.2,500/- (Rupees Two thousand five hundred) to be submitted with the offer in shape of Demand Draft Drawn in favour of National Institute of Biologicals payable at NOIDA/New Delhi. Without EMD , the offer will not be considered . The EMD shall be refundable to un-successful bidders after placing Purchase Order. No interest shall be payable on Earnest Money by NIB.
- IV. **Excise Duty/Custom Duty :** NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing Custom Duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July 1996 and Central Excise Duty exemption in terms of Government Notification No.10/97-Central Excise dated 1 March 1997 as amended from time to time. To avail the exemption, NIB shall be providing the above certificate along with the supply order. Subject to above, indicate applicable Duty.
- V. **Payment:-**Payment shall be made on satisfactory and installation if required, subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract
- VI. **Authorisation Certificate :** The offer must be submitted along with valid authorisation certificate from your principal. Without authorisation certificate the offer will not be considered.
- VII. **Inspection:** The purchaser reserves the right for inspection and testing the quality & standards of the stores for assessment of quality before dispatch to the consignee or at the consignee end wherever required.
- VIII. **Delivery:** - Immediately from stock. Offered by vendor _____
- IX. **Installation:** Installation will be done by the vendor.
- X. **Transit Insurance :** Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material is received in good condition at consignee's site. As such the Supplier shall despatch the material duly insured. Insurance covering 110% value of goods (including local transportation and storage) would be borne by the Supplier from supply point place to the consignee site for a period including 3 months beyond date of delivery.

- XI. **Warranty:** Products to be offered as per "List of Requirements" shall be warranted for a period of Two years from the date of satisfactory installation. No conditional warranty shall be acceptable. The Supplier shall be responsible to replace the material free of cost at site in whole or in part if found defective in any respect after receipt at site or during normal & proper usage or storage/maintenance for which the Purchaser shall give prompt written notice. Such replacements shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 15 days. The above provision shall also equally apply to the material replaced by the Supplier under this Clause. In case the same is again found to be defective after its replacement. If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee. It shall be liable to suitable action as deemed fit during the operative Warranty period.
- XII. **Product Specification:** Brand name and type of Product being offered by the Firm must be clearly mentioned in the offer, Tenderer should confirm that the stores offered conform strictly to relevant specifications. Deviations, if any, are to be clearly mentioned. Complete product specifications, technical details, illustrations, literature, printed pamphlets/leaflets etc. and Manufacturers price list, if any, must accompany the quotation in Envelope 1. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract.
- XIII. **Force majeure:** If at any time, during the currency of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotages, fires, floods, explosions, epidemics, quarantines, restrictions, strikes, lock outs or acts of God (hereinafter referred to as 'the events') then provided, neither party has any claim for damage against the other in respect of such non-performance or delays in performance, deliveries under the contract shall be resumed as soon as possible if any of the events have ceased to exist. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- XIV. **Delay Delivery Discount** – In case of delayed delivery of all or any item (s) or goods the Purchaser shall be entitled to a discount or reduction on the contract price to a sum equivalent to 1% (one 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.
- XV. **Right to accept or reject the Tender :** Director NIB reserves the right to accept or reject any or all the tenders without assigning any reason.
- XVI. **Validity of Offer :** Validity of the offer should be kept open for a period of not less than 120 days.
- XVII. **Settlement of Dispute: Disputes:** If any dispute or difference of any kind, whatsoever, shall arise between NIB and the Contractor/vendor /supplier, in connection with or arising out of the Contract, or the execution of the works/supply, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, be settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Director, NIB. The arbitration shall take place in Noida/ Delhi unless both parties agree otherwise.
- XVIII. The National Institute of Biologicals has reserves the right to accept or reject any tender/offer without assigning any reason.
- XIX. **Annual Comprehensive Maintenance:** The vendor has to quote year wise rate of CMC charges after expiry of warranty period. The rates will be quoted in _____ subject to the condition mentioned therein. Cost or CMC will be added for Ranking / Evaluation purpose.
- XX. **TERMS & CONDITIONS FOR MSME**
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
4. 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 MSEs 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.
5. Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price.
6. In case of an MSEs is the L-1 bidder for an item, the 100% tendered quantities shall be placed an order to MSEs firm.
7. 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.
8. In case of more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs then 20% of the tendered quantities shall be shared proportionately between participating MSEs on their acceptance of L- 1 price.
9. In case of more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantities shall be procured from MSEs 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 MSEs subject to their acceptance of L-1.
10. In case of more than one MSEs 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.

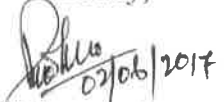
General Terms and Conditions

1. The Tender submitted after the due date and time shall be rejected. Your quotation must be clearly legible, duly signed by authorized signatories. Any erasure or alteration must appear specifically in the quotation. Bidder may visit NIB for inspecting site, if required prior to submission of bid. No disputes regarding the form, nature or quality of infrastructure and site shall be entertained after submission of the Bid by the Bidder.
2. All necessary permissions and approvals (including statutory, regulatory permissions, approvals etc.) required for carrying out the contract work shall be the responsibility of the bidder.
3. The award of work shall not be assigned, transferred or sub delegated to other Contractors except with the written approval of NIB. However, this clause shall not apply to purchase of equipments and material for the performance of the work.
4. The Vendor shall indemnify NIB against the losses, destruction or damages to any property or injury caused or death of any person caused by the negligent act or omission of the Contractor / their Employees agent or subcontractors.

5. Offer should be submitted in two sets. One Set containing Technical details, Literature, Catalogue etc. and Tender commercial terms should be put in a sealed cover and marked as **"Technical Bid"** Prices should be kept blank.
6. The second set (in duplicate) should be sent in a separate sealed cover and should contain **Price Schedule** (Annexure-I) only. 'Price-Bid' should be clearly mentioned on the cover.
7. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
8. Both Technical - Bid' & Price - Bid' should then be put in a single sealed cover clearly indicating the Item, Tender No. & Due date of opening on the sealed cover.
9. Copy of Sales Tax clearance certificate duly attested by a Gazetted Office.
10. Customer reference list for similar equipments / materials for last three years
11. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.
12. If the item is available on DGS&D Rate Contract, copy of Rate Contract may please be provided / enclosed.
11. Validity of the offer should be kept open for a period of not less than three months.

Please indicate item, our enquiry number and opening date on the top of your sealed envelope positively.

Yours faithfully,


(P.K. Mohapatra)
Section Officer (Admn.)

Encl: 1) Annexure-I (Technical Specification)
2) Annexure - II (Price Schedule)
3) Annexure -III (AMC/CMC)

ANNEXURE-T

Technical specification
Ball Coagulometer

Sl No.	Parameters	Specification
1	Measuring channels	1
2	Test method	Electro-Mechanical, by ball
3	Sample	Plasma derived concentrates
4	Reagent	Open system for all clotting tests
5	Test volume	upto 600 μ l
6	Result output	%, INR, ratio, sec.
7	Incubation stations	2
	Incubation timer	0 upto 999 seconds
8	Reagent stations	2 , tempered at 37oC
9	Pulsed operation	Variable pulse / stop operation for the detection of lowest fibrinogen values
10	Calibration curve	Freely programmable
11	storage	calibration curve with 4 points and % evaluation
12	Display	2 line high resolution graphic display
13	Language	English
14	Interface	RS 232
15	Printing results/ programme	Provision for attachment to printer / thermo printer
16	Software updates	Remote maintenance
17	Menu	variable rotation speed & temperature, default storage
18	Accessories like compatible cuvettes. balls or any other required items should be provided along with the equipment in sufficient quantity to perform at least 200 tests	
19	Onsite comprehensive training of lab staff and support service till customer satisfaction with system	
20	3 years standard warranty and post warranty 5 years CMC	
21	Mfr. Should include IQ/OQ/PQ in their quote	

ANNEXURE - II
PRICE SCHEDULE - Tender No. Q/NIB/17-18/33
Ball Coagulometer

1 Sl. No.	2 Item Description	3 Qty. & Unit	4 Price for each Unit				5 Unit price INR	6 Total Price (FOR NIB, NOIDA) INR	
			Ex-Works Price	Excise duty, if any. Indicate % applicable as per DSIR Exemption	Packing & forwarding	Inland transportation and other local costs incidental to delivery etc.			Applicable ST/CST/VAT without Form C or D and Service Tax on services
1	Ball Coagulometer (As per specification)	01	(a)	(b)	(c)	(d)	(e)	(a + b + c + d + e)	3 X 5

Notes:

1. Delivery Schedule: Material required by NIB - Immediately from the date of receipt of Supply order. Delivery offered by supplier:- weeks.
2. Installation will be done by the vendor.
3. In case of discrepancy between unit price and total price, the unit price shall prevail
4. Destination of material : National Institute of Biologicals, Noida (UP)
5. Bidders to quote Ex-Works price in Rupees and other charges (if any) towards Packing & Forwarding, Excise Duty, ST/CST/VAT (without Form C/D, Freight separately in terms of **Percentage** of Ex-Works price. NIB is exempted for Customs & Excise duty under the provision of Notification No.51/96-Customs dt.23.7.1996 and 10/97-Central Excise dated 01.03.1997
6. "Technical Bid" (Un-price bid) to contain this price schedule keeping price as 'Blank'. However, bidder to **fill up all other columns** and indicate in percentage the charges, if any, for Packing & Forwarding, ED, ST/CST/VAT, Freight etc.

Total bid price in fig _____ In words _____

Tender No: Q/NIB/17-18/33
Place: _____
Date: _____

Signature of Bidder _____
Name _____
Business address _____

*Taxes if not mentioned may be treated as inclusive

ANNEXURE - III

Annual Maintenance Contract (AMC) after warranty period Comprehensive Maintenance Contract to be quoted in the same format.

1	2	3	4					5
Item No.	Brief Description of Goods	Quantity (Nos.)	Annual Comprehensive Maintenance/ Annual Maintenance Contract Cost for Each Unit year wise					Total Annual Comprehensive Maintenance/ Annual Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1st	2nd	3rd	4th	5th	
			a	b	c	d	e	

- a) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period to be quoted for next 5 years on yearly basis (as specified in the List of Requirement) for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit Institute's site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period.
- b) The cost of CMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) The supplier shall not claim any interest on payments under the contract.
- d) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- e) Cost of CMC will be added for Ranking/Evaluation purpose.
- f) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user.
- g) Bill for first half will be paid immediately on completion of service and IInd Hlaf yearly bill will be paid on completion of CMC contract.
- h) There will be 98% uptime warranty during CMC/AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC/AMC period by double the downtime period.
- i) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- j) All software updates should be provided free of cost during CMC.
- k) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- l) The payment of CMC/AMC will be made as stipulated in GCC Clause 21

a) Total value (in figure) _____ (In words) _____

The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC / AMC)