

NATIONAL INSTITUTE OF BIOLOGICALS Ministry of Health & Family Welfare, Government of India



A-32, Sector - 62 (Institutional Area) NOIDA - 201309 (U.P.) - INDIA Phones: 0120 - 2400022, 2400072 Fax: 0120 - 2403014, 2400074

e-mail: info@nib.gov.in Website: www.nib.gov.in

TENDER ENQUIRY

No. Q/NIB/17-18/104

Date:

31.10.2017

Due Date of submission: 22.11.2017 Time: 15:00 Hours Due Date of Opening: 22.11.2017 Time: 15:30 Hours onwards

To:

All Vendors

Dear Sir,

I am directed to send to you this Tender Enquiry with the request to submit your most competitive offer for Calibration of the equipment as per list attached:-

S. No	Description of Material	Qty
1	Calibration of Laboratory Instruments at National Institute of	179
	Biologicals – as per annexure-I	nos.

Please indicate price on following terms:

- 1. Price:- FOR Destination NIB, NOIDA, U.P.
- 2. **Taxes**:- GST as applicable _______%.
- 3. **Payment**:- 100% payment will be made within 30 days after satisfactory completion and acceptance of calibrated instruments along with the calibration certificates at NIB.
- 4. Completion of Work:- Within 2 (two) weeks required by NIB. Offered by vendor
- 5. **Warranty / Guarantee**: 12 months, the instrument must be calibrated to the desired accuracy as indicated in Annexure-II. Calibration certificate (Mother certificate) of standard equipment against which the instrument are calibrated also to be submitted.
- 6. **Earnest Money**: The tenderer shall have to deposit a sum equivalent to Rs.10,000/-(Rupees Ten thousand only) as Earnest Money with their tender, failing which the tender is liable to be rejected. The Earnest Money is to be paid by **FDR** issued by a Nationalised / Schedule Bank, valid for 45 days beyond the validity date, drawn **in favour of "National Institute of Biologicals"**.

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EMD / Tender Fee can be deposited by way of NEFT / RTGS and bidder need to indicate transaction ID details with Date & Time etc. Bank details of NIB are as below:

For Payment of EMD through Bank transfer:

NAME OF THE BANK	BANK OF BARODA, SECR-29, NOIDA (UP)
NAME OF ACCOUNT	NATIONAL INSTITUTE OF BIOLOGICALS
S.B. ACCOUNT	26290100001774
IFSC CODE	BARBONOIDAX (5th digit is zero)

Valid /NSIC/registered (tendered items) firm can produce documentary evidence issued by the Govt. authorities, accordingly exemption towards submission of cost of tender document/EMD, they may be considered for the exemption.

NO CHEQUES WILL BE ACCEPTED. In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted.

The tenderer whose EMD has been deposited by RTGS, must enclose the transaction details / evidence along with their bid. Otherwise the bid will be rejected.

- iv. Security Deposit: On acceptance of the tender, within the period specified by the Institute, the Service Provider for Calibration shall deposit an amount of 10% of the work order as Security Deposit. NIB shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security Deposit shall be in the form of FDR OR Bank Guarantee issued by a Nationalised / Schedule Bank, valid for 15 months, drawn in favour of National Institute of Biologicals, Noida.
- a. If the Service Provider for Calibration fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Institute shall be entitled to make other arrangements at the risk and expense of the Service Provider for Calibration.
- b. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the Service Provider for Calibration without any interest an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specification.

Pre Bid Meeting: Pre Bid Meeting will be held on 10.11.2017 at 11.00 AM at National Institute of Biologicals, A-32, Near NH-24, Institutional Area, Sector – 62, Noida – 201309, Bidder may seek clarification during the meeting, however, for any amendment they need to submit their requirement in writing

7. Settlements of Dispute

All disputes or differences of any kind whatsoever that may arise between the NIB and the Contractor / Service Provider in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:-

a. Cancellation

All such disputes or differences shall in the first place be referred by the Supplier to the NIB in writing for resolving the same through mutual consultations, discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences by Cancellation.

b. Arbitration

It is a term of this contract that Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

- i. If the Service Provider is not satisfied with the settlement by the NIB on any matter in question, disputes or differences, the Contractor / Service Provider may refer the disputes to the Director of the NIB in writing to nominate an Arbitrator to resolve such disputes or differences through Arbitration provided that the demand for Arbitration shall specify the matters, which are in question or Signature of Bidder with Company Seal subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the NIB shall be referred to Arbitrator as the case may be and other matters shall not be included in the reference.
- ii. All disputes shall be resolved by Arbitration conducted under the Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal comprising 3 arbitrators Each party appointing one arbitrator and the two co-arbitrators appointing the third Arbitrator.
- iii. The Arbitration proceedings shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the Arbitration proceedings under this Clause.
- iv. The language of proceedings, documents or communications shall be English and the award shall be made in English in writing.
- v. The venue of Arbitration proceedings shall be Delhi / Noida and parties would share the cost of arbitration proceedings including fees of the Ld. Arbitrators.
- vi. The fees and other charges of Arbitrators shall be as per the standard schedule of fees fixed by NIB and shall be shared equally between the NIB and the Supplier / Service Provider.

c. Settlement through Court

It is a term of this contract that the Supplier / Service Provider shall not approach any Court of Law for settlement of any disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration.

d. Jurisdiction of Courts

The courts of Delhi will have exclusive jurisdiction to try and entertain suits between the parties under the Contract.

- 8. **Transit Insurance**:- For delivery of goods at site, the insurance shall be obtained by the supplier for an amount equal to 110% of the value of goods from "Warehouse to Warehouse" (ultimate destination) on "all risks" basis including strikes.
- 9. The instrument / measuring equipment are to be calibrated against certified equipment having a valid relationship /Traceability to nationally / internationally recognized standards like NABL.
- 10. 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.
- 11. 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 equipment and material for the performance of the work.
- 12. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
- 13. Correction where unavoidable, shall be made by crossing out and rewriting, attested with full signature and date by the tenderers. Erasing or over writing in the tender documents may disqualify the tender. Matter relating to any disputes or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Delhi.
- 14. Offer should be submitted in two sets. One Set containing Technical details, Literature, Catalogue, Signed Tender Document etc. and Tender commercial terms should be put in a sealed cover and marked as "Technical Bid" Prices should be kept blank.
- 15. 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
- 16. Copy of GST certificate and PAN card to be provided.
- 17. Customer reference list for similar work done for other organization for last three years.
- 18. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.

19. Validity of the offer should be kept open for a period of not less than 120 days from the date of opening of the bid.

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

TERMS AND CONDITIONS

1. SIGNING OF TENDER

- i. The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- ii. Individuals signing tender or other documents connected with the contract must be authorized signatory. Without signature any bids will be rejected.

2. LATEST HOUR FOR RECEIPT OF THE TENDER:

Tender shall be submitted within the stipulated date and time. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. Offices, the date of opening of the tender(s) will be the next working day.

3. PERIOD OF CONTRACT:

- I. The contract/tender, if awarded, shall be valid initially for one year from the date of award of Contract subject to continuous satisfactory performance and on failure on this aspect by the Service Provider for Calibration, the Competent Authority will reserve the right to terminate the contract. The period of the contract may be extended for further two years at the discretion of the Competent Authority, on the same terms and conditions of the Institute, subject to continuous satisfactory performance on year to year basis.
- II. Quotations qualified by such vague and indefinite expressions such as "subject to immediate acceptance", "subject to prior sale" etc. will not be considered.
- III. The successful agency shall have to enter in to an agreement with the Institute and the cost incurred in this connection, shall have borne by the Service Provider for Calibration.
- **IV.** The rate once accepted by the Institute shall remain unaltered through the period of contract, including any extended period.
- **V.** Acceptance by the Institute shall be communicated in due course. You are requested that the instruction contained in the said communication should be acted upon immediately/as asked for.

4. OPENING OF TENDER

The tender shall be opened on the date and time mentioned herein the document.

5. PRICES:

- i. Prices quoted must be meaningful and measurable in the context. Price must be clearly shown in figures and words in Indian Currency
- ii. Tenderers should quote prices exclusive of GST as applicable.
- iii. The rates quoted are for One Round of Calibration of the list of equipment.
- iv. The Calibration will be done once a year.

6. DELIVERY TERMS:

- i. Execution of work / providing the services etc. are required within a period as specified and as at the Institute mentioned therein.
- ii. The tenderer execute the work at the destination / space defined to the consignee / authority in good order (of which Director, NIB be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- iii. The time for and the date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and execution must be completed not later than the date(s) specified.
- iv. The Institute may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

7. INSPECTION OF STORES / WORK:

Work shall be certified as completed subject to inspection by Quality Manager, NIB or his assigned representative. Any defect found in the work done will render the supplies/work open to rejection and decision of the Institute shall be final and legally binding.

8. OTHER TERMS:

- **i.** Responsibility for executing Contract: The bidder is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- ii. **Delay delivery discount** In case of delay in rendering service of all or any equipment, the Institute shall be entitled to a discount or reduction on the

contract price to a sum equivalent to 1% (One percent) of the service value of equipment rendered late for each week or part thereof subject to a maximum of 10% (ten percent) of undiscounted/unreduced contract price for the relative service / calibration charge of equipment or risk purchase will be affected at your risk and expenses.

- **iii.** The bidder shall not sublet, transfer or assign the contract or any part thereof.
- iv. All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in processing of bills.
- **Recovery of sums due**: Whenever any claim for the payment of a sum of money arises out of or under this contract against the Service Provider for Calibration, the Institute shall be entitled to recover of such sum by appropriating, in part or whole the Security Deposit deposited by the Service Provider for Calibration, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the Institute. Should this sum not be sufficient to cover the full amount recoverable, the Service Provider for Calibration shall pay to the Institute on demand the remaining balance due.
- vi. Insolvency and breach of contract: The Institute may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider for Calibration in any of the following events, that is to say:
 - a. If the Service Provider for Calibration being an individual or if firm, any partner in the Service Provider for Calibration's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
 - b. If the Service Provider for Calibration being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

- c. If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Institute and provided also that the Service Provider for Calibration shall be liable to pay the Institute for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.
- d. Payment Terms: Pre receipt, The Bill should be alongwith supporting details. Payment will be release within 30 days after deduction of applicable taxes.
- vii. Statutory requirements: The agency will fulfil all statutory requirements as under the current laws.
- viii. Right to accept / reject: The Institute reserves the right to reject any or all tender without assigning any reason whatsoever.
 - **a.** Assistance to Service Provider for Calibration: The Service Provider for Calibration shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
 - b. The list of personal deployed to be intimated to the authority from time to time. The personal employed by the tenderer should have proper identification. The persons so deployed shall not have any claim for permanent absorption in the Institute and such claim if raised shall be violation of the terms and conditions of the agreement of the Institute authority shall have the right to cancel the agreement to terminate such deployment termination.
 - c. The Service Provider for Calibration will be responsible for such conduct of the persons engaged by him in the Institute, which will be conducive for maintaining as harmonious atmosphere as expected in the Institute and will be responsible for any act & omission of such persons.
- ix. In the event of any violation of laws, rules, statutory provisions by the Service Provider for Calibration, this will amount to breach of contract and in such case, the Institute will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
- **x. Failure and Termination:** If the Service Provider for Calibration fails to deliver services or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, NIB may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- **xi.** To recovery from the Service Provider for Calibration as agreed liquidated damages, by way of penalty a sum equivalent to 0.50% of the price of any services which the Service Provider for Calibration has failed to provide within the period fixed for services for schedule for each week or part of the week.

- 9. The tender should provide the complete Postal Address, telephone / Mobile / E-mail address while submitting the completed tender form.
- 10. The unit price and total price quoted for each instruments and equipment should be inclusive of transportation cost for calibrating machines, handling charges but exclusive of all taxes which will be taken into consideration for price comparison, supply order and final payment. No additional charges except for taxes as applicable will be accepted at later stage.
- i. Rate for calibration should be quoted in Rupees only and round figures only.
- ii. The rate quoted should be exclusive of all <u>Taxes/GST</u>, %age amount of applicable GST should be mentioned in the Price Bid.
- iii. There should not be any revision of rate during contract period except changes in taxes, whenever notified by the Government.
- iv. However, the bidder must quote for the items as per his capacity, infrastructure, terms and conditions. The bidder must satisfy himself that he has capacity and infrastructure to calibrate the items/equipment in that particular category.
- 11. The supplier should have experience of last 05 years in Calibration of Laboratory/Medical Equipment, in any Government Institute/Any NABL accredited Laboratory. Attested copy of Work Orders to be provided with Technical Bid.
- The firm should be responsible if any mishap take place on account of non conformities of safety standard and rules on their part.
- 13. Test equipment used for calibration should be of standard quality ensures traceability to international standard along with valid certificates of calibration and traceability.
- 14. The equipment should be calibrated at NIB site and if the bidder intends to take the equipment their works at the same location. Proper handling / packing of the instruments to protect them from damage during transit will be the responsibility of the bidder.
- 15. The firm should be responsible and ensure that the calibration will be done by the qualified and trained personnel only.
- Duly signed and stampled Calibration report should be submitted within 15 days of completion of work.

- 17. The periodicity of the calibration of equipment will be done once in year on its due date or as and when required at the same quoted rates.
- 18. No Advance payment will be done.
- 19. No damage or repair to any of the equipment/instruments shall be caused during/out of the calibration process. If any damage occurs, the service provider shall be responsible for the repair / replacement of the same to the satisfaction of the competent authority at their own risk and cost. The decision of Director, NIB in such cases will be final and binding to the bidder.

20. VERIFICATION OF SERVICE:

Services shall be accepted subject to the complete satisfaction of Quality Manager or verifying officers as nominated by competent authority. Any defect found in the work done during service or later found to be of "Not of standard quality" on testing, will render the work open to rejection and decision of the Director, NIB, shall be final and legally binding.

24. The payment to the Service Provider for Calibration will be made mandatorily by electronic mode such as RTGS/NEFT etc. The Service Provider for Calibration is instructed to supply the following information along with the tender.

Name of the Bank

Name of the branch

Account Number

IFSC Code

MICR Number

- **25.** Evaluation Criteria:
- i. Technical Criteria:- Bids of only those bidders who fulfils all the eligibility criteria will be evaluated.
- ii. Financial Bids will be evaluated separately.
- 26. Financial Criteria:-
- i. Bids of only technically qualified bidder will be evaluated.
- ii. Lowest quoted cumulative rate of technically qualified bidder in each category who have quoted prices for all items in one particular category as

mentioned in column Annexure III would be considered for selection, subject to satisfaction of competent authority.

- iii. The rates quoted are for one round of Calibration for the mentioned equipment.
- iv. The quoted rates will include all costs except GST.
- v. The Institute reserves the right to split the Order amongst more than one bidder as per requirement or assign the work to a single bidder to overall L1 bidder. The quantity / number of equipment can be increased or decreased as per Institute/ Lab requirement. The decision of the Institute will be final in this regard.
- vi. Only the bids which have quoted for all items/equipment will be considered. Partial bids will be rejected. The bidder must satisfy himself that he has the capacity and infrastructure to calibrate all items mentioned in the list along with fulfilling terms and conditions.
- vii. Preference will be given to the Agency in performing the task of NABL accredited Institute.
- 27. The bidder may satisfy himself by actual inspection of the equipment regarding their specifications and other details to be calibrated. The decision of NIB will be final.
- **29.** The final bills submitted will be based on the actual equipment calibrated. The number may vary from the list in the tender.
- **30.** NIB will not provide any equipment, which is under repair and maintenance at the time of calibration.

Yours faithfully,

到100017

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

ELIGIBILITY CRITERIA FOR EMPANELMENT

- a) The bidder should have valid NABL Accreditation (ISO/IEC-17025:2005) certification at the time of submission of Tender Document or should have applied for its renewal.
- **b)** The laboratory should have an average annual turnover of Rs.50.00 Lakhs (Rupee Fifty Lakhs only) towards calibration / drugs testing services for the preceding 3(three) years (2015-16, 2014-15 and 2013-14) (Government Drugs Testing Laboratories are exempted from turnover limit) are eligible to participate in the tender.
- c) The tender submitted by a laboratory which has been blacklisted in last 3 (Three) years by any State /Central Government Organisation shall not be considered or its approval should not be suspended / cancelled during the last 3 years.
- **d)** The laboratory and its responsible persons should not have been convicted under the provisions of Drugs and Cosmetic Act 1940 any law and Rules with regard to the activities and conduct of the laboratory during last 3 years.
- e) The laboratory should have all necessary instruments/equipment/machines, equipped with all required accessories for taking up Calibration of quoted equipment in this Tender.
- f) The laboratory should have sufficient trained number of technical manpower to address the need of the project.
- **g)** Analytical Laboratory, which has manufacturing activity with the same management, shall not be eligible to participate in the tender. Laboratory has to furnish a declaration in this regard as per **Annexure II**.
- h) Agents are not eligible to participate in the tender.

Annexure - I

SN	of Instruments, Specification a Name of the Equipment	Specification/Range	Qty.	Rate(Rs.)	Amount (Rs.)
1	Spectrophotometer	UV/Vis range	07		
2	pH meter	0 to 14 pH Least count -0.001	14		
3	Analytical Balance	220g Least count – 0.01 mg-0.1 mg	19		
4	Weighing Scale	0 to 5 Kg & 0-600g	06		
5	Stop watch	Least count 0.01 Second & 1 Second	04		
6	Microfuge	Up to 6000 RPM	12		
7	Refrigerated Centrifuge	Up to 2000 RPM	01		
8	Hot Air Oven	0-110 & 0-250°C	02		
9	CO ₂ Incubator	+5°C to +37°C, (0.1°C) CO ₂ : 0 to 20%, (0.1%)	05		
10	Bacteriological Incubator	Ambient – 60°C	03		
11	Temperature Data Acquisition	Up to 50°C	16		
12	Cooling Chamber (4 Cabinets each n=4x7=28)	2-8° C	07		
13	Deep Freezer (5 Cabinets)	-80°C	01		
14	Incubators Room	30-37° C	02		
15	Stage Micrometer	0 to 1 mm Least count 0.01mm	01		
16	Walk in Cold Rooms	(2 - 8°C)	12		
17	Walk in Cold Rooms	(-20 °C)	03		
18.	Walk in Environment Room	(30 – 35° C)	01		
19	Walk in Environment Room	(20 – 25° C)	01		
20.	Refrigerator	2 - 80 C)	23		
21.	Ultra Low Temperature Deep Freezer	(-70° C)	01		
22.	Digital Vernier Caliper	0 to 150mm Least count 0.1mm	01		
23.	Thermometer	0-400° C, 0-50° C, -100° C+30° C, 50 to 100° C, 100°-150° C, 0-400° C, 0 to 600° C)	09		
24.	Telethermo Meter	0 to 50° C	10		70
25.	Temp. Controlled Incubator	0 to 370 C	03		
26.	Temp. Controlled Water Bath	0 to 1000 C	08		
27.	Under Counter Freezer	(-20°C)	04		
28.	Kjeldhal Appartus	(380° C)	01		
29.	Temp. Controlled Inspissator	0 to 100° C	01		
30.	BOD Incubator	0 to 100° C	01		
	TOTAL				

	GST % and Amount			
	Grand Total			
Notes:	1			
1.	Delivery Schedule: completion receipt of Work order. Delivery			rom the date of
2.	% & amount of GST shall be cl Rule, extra will not be consider	early mentioned and vagu		pplicable, as per
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.	"Technical Bid" (Un-price bid) to contain this price schedule keeping price as 'Blank'.			
	However, bidder to fill up all o		te in percentage	the charges, if
	any, for Packing & Forwarding	, GST, Freight etc.		

Total bid price in fig	In words		
Tender No: Q/NIB/17-18/		Signature of Bidder	
Place:		Name	
Date:		Business address	
10			

*Taxes if not mentioned may be treated as inclusive

ANNEXURE -II

DECLARATION FORM

(For no commercial interest)

I / We	(Name of the tenderer) having our office at
	and Lab at
	do declare that I/We have
Noida,, for the tenders	conditions of tender of National Institute of Biologicals, floated for empanelment of testing laboratories for the etc. of one year from the date of acceptance and abide by all rein.
, ,	leclare that our laboratory is not having any manufacturing directly or indirectly and not any financial interest in the of drugs.
Signature	* >
Date	1
Name of the Lab	fi
Office Seal	