

राष्ट्रीय जैविक संस्थान

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

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

**Speed Post**  
**TENDER ENQUIRY**

**TWO BID SYSTEM**

No.Q/NIB/16-17/17

Date: 27.05.2016

**Due Date of submission: 22. 06.2016; Time: 15.00 Hours**  
**Due Date of Opening: 22.06.2016; Time 15.30 Hours onwards**

To

**Sub: Tender Enquiry for supply of Fire Extinguishers CO2 type of ISI mark only – reg.**

Dear Sir,

Sealed quotations are invited for purchase of new Fire Extinguisher BIS (ISI) Mark only along with accessories at National Institute of Biologicals (Ministry of Health & Family Welfare), A-32, Sector-62, Noida super scribing "Quotations for Purchase of New Fire Extinguishers at NIB, Noida". The details have also been placed at Institute's website [www.nib.gov.in](http://www.nib.gov.in) and Central Public Procurement Portal.

Please submit your most competitive offer for the same. The details of items are as follows :

SI. No.	Name of Item	Quantity
1.	Fire Extinguishers – Co2 type – 2Kg. MS body , ISI Marked (IS-15683) CE&PESO approved,Co2 Horn-Fitted one meter, Hydro testing at 35 KGcm.	27Nos
2.	Fire Extinguisher – Co2 Type – 4.5 Kg. MS body , ISI Marked (IS-15683) CE&PESO approved,Co2 Horn-Fitted one meter, Hydro testing at 35 KGcm	25Nos

### **Terms and Conditions for submission of quotation :**

Please indicate price on following terms:

- I. **Price:-** FOR Destination NIB, NOIDA
- II. **Taxes:-** Sales Tax/CST without Form C/D
- III. **Excise Duty :-** NIB is having Central Excise Duty exemption certificate in terms of Govt. Notification No.10/97-Central Excise dt.1.3.97. Applicable rate of Excise Duty be given in view of exemption.
- IV. **Custom Duty:-** NIB is having Custom Duty exemption certificate in terms of Govt. Notification No51/96-Customs dated 23<sup>rd</sup>. July 1996. NIB will provide the exemption certificate to avail concessional exemption on Custom Duty.
- V. **Payment:-**100% payment within 30 days from the date of satisfactory receipt installation and acceptance of equipment.
- VI. **Delivery:-**2 weeks required by NIB. Offered by vendor \_\_\_\_\_
- VII. **Warranty/Guarantee:** 12 Months from the date of installation and commissioning.
- VIII. **Installation :** Installation, demonstration and training will be done by the vendor
- IX. **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.
- X. **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.
- XI. **Tax deduction at source:** Income tax shall be deducted at source as per IT rules etc. if applicable and TDS certificates shall be issued by NIB.
- XII. **BIS(ISI) Mark:**The party should submit BIS (ISI) Mark Certificate along with quotation.The company profile, introduction letter, list of clients, PAN No. and Service Tax. Registration No. must be quoted and copy of the same may be sent along with quotations.
- XIII. **Performance Guarantee:**Within 15 days after the supplier's receipt of Notification of Award, the supplier shall furnish Performance Security to the NIB in shape of Bank Guarantee (on Format given in Annexure-II) or Demand Draft for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the performance bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

### **TERMS & CONDITIONS FOR MSME**

1. 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
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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
8. 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

**Notes:**

1. The 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.
2. The Second set should be sent in a separate sealed cover and should contain **Price Schedule** only. 'Price-Bid' should be clearly mentioned on the cover.
3. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
4. Both the '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.
5. Copy of Sales Tax clearance certificate duly attested by a Gazette officer.
6. Customer reference list for similar equipments/ materials for last three years.

7. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.
8. 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 the envelope positively.**

Yours faithfully



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

Encl: 1) Annexure-I –Price Schedule  
2) Annexure-II -Performance Security Form(PBG)

**ANNEXURE-I**

**PRICE SCHEDULE –Tender No. Q/NIB/16-17/17**

**FIRE EXTINGUISHERS**

1 Sl. No.	2 Item Description	3 Quantity & 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 % age applicable as per DSIR Exemption	Packing & forwarding	Inland transportation insurance and other local costs incidental to delivery etc.			Applicable ST/CST/VAT without Form C or D and Service Tax on services
			(a)	(b)	(c)	(d)	(e)	(a + b + c + d + e)	3 X 5
1	Fire Extinguishers – Co2 type – 2Kg.	27Nos							
2	Fire Extinguisher – Co2 Type – 4.5 Kg.	25Nos							

Notes:

1. Delivery Schedule: Material required by NIB - 2 weeks from the date of Supply order. Delivery offered by supplier:- ..... weeks.
2. In case of discrepancy between unit price and total price, the unit price shall prevail
3. Destination of material : National Institute of Biologicals, Noida (UP)
4. 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 01.3.1997~~
5. "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/16-17/17

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

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

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business address \_\_\_\_\_

\*Taxes if not mentioned may be treated as inclusive.

**ANNEXURE-II**

(On Non-Judicial Stamp Paper appropriate value)

**SECTION VIII-PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

To

National Institute of Biologicals,  
A-32, Institutional Area,  
Sector-62, NOIDA-201307  
India

Dear Sirs,

In consideration of the National Institute of Biologicals (hereinafter called "the Institute" which expression shall include its successors and assigns) having awarded to:

M/s. \_\_\_\_\_ (Constitution)  
\_\_\_\_\_ (Address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall include its successors) a works/ purchase contract in terms, inter-alia, of the Institute(s) Letter of Acceptance No./Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the Tender Documents (hereinafter called the "said contract" which expression shall include any and all formal contracts entered into in addition to in supersession of the said Letter of Acceptance and all amendments and modifications in the said contract upon the condition of contractor furnishing an undertaking from a Bank as performance guarantee for a sum of (currency) \_\_\_\_\_ (currency) \_\_\_\_\_ only) amounting to 10% (ten percent) of the total contract value for the payment of the Owner's claims under the said contract.

We (Name) \_\_\_\_\_

(Constitution) \_\_\_\_\_

(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby undertake to pay the Institute in (currency) forthwith on first demand in writing and without protest or demur or proof or condition any and all moneys anywise claimed by the Institute from the Contractor under, in respect of or in connection with the said contract as specified in any notice of demand made by the Institute on the bank with reference to this undertaking up to an aggregate limit of (currency) \_\_\_\_\_ (currency-in words) \_\_\_\_\_ only).

AND the Bank hereby agrees with the Institute that:

- i) This undertaking shall be a continuing undertaking and shall remain valid and irrevocable for all claims of the Institute and liabilities of the Contractor arising up to and until the midnight of \_\_\_\_\_.
- ii) This undertaking shall be in addition to any other undertaking or guarantee or security whatsoever that the Institute may now or at any time have in relation to its claims or the Contractor's obligations/liabilities under and/or in connection with the said Contract, and the Institute shall have full authority to take recourse to or enforce this undertaking in preference to the other under-taking or security(ies) at its sole discretion, and no failure on the part of the Institute in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the Bank from its full liability hereunder.
- iii) The Institute shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking or security in respect of the contract's obligations and/or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and/or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Institute under any security(ies), now, or hereafter held by the Institute and no such dealing(s), variation(s), reduction(s), increase(s), or other indulgence(s) or arrangements with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from the full liability to the Institute hereunder or of prejudicing rights of the Institute against the bank.
- iv) This undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Institute in terms hereof.
- v) The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking and the obligations of the bank in terms hereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Contractor or any other order or communication whatsoever by the Contractor stopping or preventing or purporting to stop or prevent payment by the Bank to the Corporation hereunder.
- vi) The amount stated in any notice of demand addressed by the Institute to the bank as claimed by the Institute from the Contractor or as liable to be paid to the Corporation by the Contractor or as suffered or incurred by the Corporation on account of any losses or damages or costs, charges and/or expenses shall be between the bank and the Institute be conclusive of the amount so claimed or liable to be paid to the Corporation or suffered or incurred by the Institute, as the case may be, and payable by the bank to Institute in terms hereof.
- vii) The bank doth hereby declare that Shri \_\_\_\_\_ who is \_\_\_\_\_ (his designation) is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.



This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Yours faithfully

For \_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

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

Note:

1. This Guarantee/Undertaking is not to be witnessed.

This guarantee/undertaking is required to be stamped as an agreement according to the stamp duty prescribed in the country in which it is executed.

This guarantee/undertaking is required to be sent by the Vendor's banker directly to the purchaser (the Institute).

The Bank Guarantee should be (Nationalized or Schedule Bank) from any Indian or foreign bank having branch in India, on non-judicial stamp paper of value commensurate with amount as per norms. The Bank Guarantee issuing branch should be situated in India.