

**Annual Rate Contract for Providing & Fixing of Banners  
in National Institute of Biologicals, Noida.**

**Tender No. 04/2018-2019/Engg. (C)**

**SCHEDULE OF BIDS**

Tender document download / sale period	08.06.2018 to 21.06.2018
Last Date & time of submission of Tenders	22.06.2018 at 3:00 P.M.
Pre Bid meeting	14.06.2018 at 3:00 P.M.
Date & time of Opening of Technical Bids	22.06.2018 at 4:00 P.M.
Opening of Price Bids	To be intimated separately only to technically eligible bidders.
Tender Fee	(i) Rs. 560/- ( <i>Five hundred sixty</i> ) including Goods & Service Tax, if tender document purchased from National Institute of Biologicals, Noida. (ii) No tender fee, if, downloaded by bidder at their own end.

Name of bidder	
Address of Bidder	
Phone Nos.	i- Landline Nos. ii- Cell Nos.
E-mail Id	
Contract Persons & their mobile nos.	i- ii- iii-

**June - 2018**



**NATIONAL INSTITUTE OF BIOLOGICALS**

*(Ministry of Health & Family Welfare)*

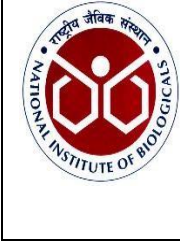
**A-32, SECTOR- 62 (INSTITUTIONAL AREA),**

**NOIDA - 201 309 (U.P)**

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

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

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



**NATIONAL INSTITUTE OF BIOLOGICALS**  
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**NOTICE INVITING TENDERS**

**Tender No. 04/2018-19/Engg. (Civil)**

**Invitation to Tenders for “Annual Rate Contract for Providing & Fixing of Banners, in NIB Noida”.**

Sealed tenders are invited from agencies experienced in providing & fixing banners/signages for entering into annual rate contract with National Institute of Biologicals, for the said work. Bidders are advised to quote competitive rates for this work, on the enclosed Price-Bid format, also indicating Goods & Services Tax (GST) etc. required for proper completion of this work. The tender document /form may be downloaded Free of Cost from NIB website [www.nib.gov.in](http://www.nib.gov.in) and Central Procurement Portal of Govt. of India, from **08.06.2018** to **21.06.2018**, or can be purchased on payment of **Rs. 560/- (Five hundred sixty)** in the shape of Demand Draft (DD), in the favour of “**National Institute of Biologicals**” payable at Noida, on all working days between **10 AM to 5:00 PM**, from Finance Section of NIB Noida. Tentative quantum of work has been indicated in the Price-Bid.

Sealed tender should be dropped in NIB tender box or reach NIB, Noida, on or before the closing date, i. e. **22.06.2018** up to **3:00 P. M.** and the same shall be opened on the same day at **4:00 P. M.** in presence of the representatives of the bidders, who wish to be present during the opening of the tender. Late tenders will not be received and treated as rejected.

**(Dr. Reba Chhabra)**  
**Head of office**  
**(For on behalf of Director, NIB, Noida)**



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**Tender No. 04/2018-19/Engg. (Civil)**

**Invitation to Tenders for “Annual Rate Contract for Providing & Fixing of Banners, in NIB Noida”.**

**1. Introduction:**

“National Institute of Biologicals (NIB) is an autonomous institution under the Ministry of Health & Family Welfare, Government of India, established on 27<sup>th</sup> January, 1992 and is to be the Central Drugs Laboratory for quality control of all indigenously produced and imported biological products. Presently, eight laboratories of the Institute are notified as Central Drugs Laboratory under provision of Drugs & Cosmetics Act and Rules. Institute plays a vital role in collaboration with CDSCO to strengthen the regulation of biologicals in India by averting the Not of Standard Quality Biologicals reaching the consumer, thereby promoting and protecting public health.”

**2. Scope of Work:**

The agencies are required to provide and fix Banners & Standees for various events such as Training Programme, Celebrations etc. during the financial year 2018-19, as and when required. Some programmes are held in batches; therefore the banner will be used repeatedly, only change of date will be required in the banners for subsequent batches. Printed stickers of new dates will be pasted on old banners and standees in such cases as per direction of NIB.

The requirement will be intimated to the agency three-four days prior to the programme, however in case of urgent requirement the agency will carry out the works on short notice of a day or two.

### 3. Earnest Money Deposit (EMD):

The Bidder shall furnish EMD of **Rs. 2,000/-** (*Two thousand only*) along with the tender in the shape of demand draft in favour of “**National Institute of Biologicals**” payable at **Noida**. EMD shall be returned to the unsuccessful bidders after award of work. EMD of successful bidder shall be adjusted in the security deposit. The tender not accompanied with EMD shall be rejected. If the bidder fails to accept the order or start the work EMD shall be forfeited. Tender Fee/ EMD can also 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 BANK	BANK OF BARODA, SEC-29, NOIDA (U.P)
NAME OF ACCOUNT	NATIONAL INSTITUTE OF BIOLOGICALS
S.B. ACCOUNT	26290100001774
IFSC CODE	BARB0NOIDAX (5 <sup>th</sup> digit is zero)

**In case of EMD deposited through NEFT/ RTGS directly in NIB’s Bank Account relevant details should be provided in the Technical-Bid.**

### 4. Pre-Bid Meeting:

A Pre-Bid meeting will be organised by NIB, as indicated in the tender document. In the said meeting Bidders may ask clarification(s), if any, from NIB about the tender. The clarification shall be asked in writing. If required NIB may issue Corrigendum to clarify the queries of the bidders.

### 5. Submission of Tender:

The contractor shall submit the tender in the sealed envelope in the following manner.

**Envelope No. 1** - shall contain:

- EMD, in the form of demand draft for **Rs. 2,000/-** (*Two thousand only*) in favour of **National Institute of Biologicals, Noida**.
- A copy of tender document duly signed and stamped by the bidder as a token of acceptance of terms & conditions and Bill of Quantities (BOQ) of the tender (**Page No. 1 to 15**).
- Copy of PAN Card, GST Number and Return of Income for last three years.

**Envelope No. 2** – Shall contain:

- Price-Bid only. Price shall be filled up by the bidder on the Price-Bid format (**Page No. 16 enclosed**) with the tender by NIB. Price on any other format or letter head of the bidder may be rejected.

Both the sealed envelopes No. 1 & 2 shall be then put in a bigger envelope duly addressed to ***“Director, National Institute of Biologicals, A-32, Sector - 62, Noida - 201309”*** and marked on top Tender for ***“Annual Rate Contract for Providing & Fixing of Banners, in NIB Noida”***.

**6. Performance Security:**

The Successful bidder will be required to furnish an amount of Rs. 8,000/ - (*Rupees eight thousand Only*) as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "National Institute of Biologicals, Noida" within 15 days from the award of contract. Security Deposit shall be kept valid for a period of 30 days beyond completion of all the contractual obligations.

The performance security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non - observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited.

Performance Security will be discharged after completion of contractor's performance obligations under the contract.

**7. Contract Period:**

The annual rate contract for Providing & Fixing of Banners will be for a period of (1) one year.

## 8. Delivery:

The firm must supply & install the required material within 3 days from the issue of supply order, in case of urgent requirement, firm should be ready to supply & install the required item within 24 hours. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

## 9. Signing the Contract:

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of **Rs.100/-**(Rs. *One Hundred only*) within fifteen days of the issue of the Letter of Award, along with performance security. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

## 10. Liquidated Damages:

- (a) The date of delivery of the store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of this right to recover liquidated damages.
- (b) If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 1% per week of the total ordered value shall be levied subject to maximum of 10 % of the total ordered value. In the case of package supply where the delayed portion of supply materially hampers, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
- (c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the NIB, Noida, for extension of the delivery schedule accordingly. On

receiving the supplier's communication, the NIB Noida, shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

#### **11. Specification:**

The Contractor must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned and in case of any variation; the contract shall be liable to be cancelled immediately. The Security cum Performance Guarantee will also be forfeited.

#### **12. Payment Term:**

The Bill in triplicate may be sent to this office for settlement after satisfactorily delivery against each order. The bill should have full particulars of the items. Payment shall be made only in Indian rupees.

No Payment shall be made in advance, nor shall the loan from any financial institutions be recommended on the basis of the order of award of work. The Contractor shall submit the bill only after satisfactorily delivery & installation of the material to the satisfaction of the NIB Noida.

The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted bill invoice from the Contractor. No payment will be made for goods rejected. However the rates shall remain firm and no price variation demand will be accepted for such increase or decrease in the quantities.

#### **13. Bill of Quantity:**

The quantities given in the Bill of Quantities (BOQ) attached to this tender are only indicative and tentative. Actual quantities may vary substantially up to 50% on higher or lower side during the contract period.

#### **14. FORCE MAJEURE:**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

#### **15. Disputes:**

If any dispute or difference of any kind, whatsoever, shall arise between NIB and the Contractor, in connection with or arising out of the Contract, or the execution of the works, 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.

#### **16. Particulars of bidders:**

The following details of the bidder are necessary for linking on Central Procurement Portal etc. as per Govt. of India guidelines. The details may be filled carefully.



(a) Details of bidders:

<i>Srl. No.</i>	<i>Name of Company/ firm/ agency with full address</i>	<i>Name of Contact Person</i>	<i>Mobile No.</i>	<i>Land Line Telephone No.</i>	<i>Email address</i>

**18. 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 thereof.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

To,

M/s National Institute of Biologicals  
Plot No. A - 32, Sector - 62,  
**NOIDA - 201 309.**

Dear Sir,

In consideration of *National Institute of Biologicals* (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alia, of the NIB's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor'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 The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer'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 The employer shall be sole judge of and as to whether the said contractor 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 The Employer on account thereof and the decisions of The Employer that

the said Contractor 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 The Employer from time to time shall be final and binding on us.

3. The Employer 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 Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor 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 the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer 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 Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer 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 Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer 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 The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's

obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer 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 the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor 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 the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We. ....the said Bank further state 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 .....2018.

For and on behalf of Bank.

Issued  
Under  
Seal

**FORM OF AGREEMENT**  
**(On appropriate value stamp paper)**

**AGREEMENT**

This agreement made the ..... day of ..... two thousand eighteen (2018) between the *National Institute of Biologicals, Plot No. A-32, Sector-62, NOIDA*, (hereinafter called "NIB") of the one part, which expression shall include his successors and assigns and M/s .....  
.....  
(hereinafter called "The contractor") which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas NIB is desirous that certain works should be executed by the Contractor, viz .....  
... for National Institute of Biologicals at NOIDA - 201 309 (U. P) ("the works") and has accepted a Bid of the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a- Tender No. ....dated: .....
  - b- Letter No. .... to M/s .....
  - c- NIB Work Order letter No. .... dated: .....
3. In consideration of the payment to be made by the NIB to the contractor as hereinafter mentioned, the Contractor hereby covenants with NIB to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of this agreement.

4. The National Institute of Biologicals hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said \_\_\_\_\_

Binding signature for and on behalf of

**National Institute of Biologicals,**  
**A-32, Sector -62, NOIDA.**

\_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of

Witness .....  
(1):

Witness .....  
(2):

*Stamp of bidder with signature of authorized signatory,*



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**Tender No. 04/2018-19/Engg. (Civil)**

**Bill of Quantity (BOQ)**

**Name of Work: Invitation to Tenders for “Annual Rate Contract for Providing & Fixing of Banners, in NIB Noida”.**

<i>Srl. No.</i>	<i>Description of work</i>	<i>Unit</i>	<i>Qty.</i>
1.	Supplying of Flex banners on Star make flex roll as per given text, logos and approved colour scheme including fixing as per details given below: i- On Iron Frame ii- Hanging on wall etc. iii- Pasting on Podium, Standees, Backdrops etc. iv- Good numbers of eyelets will be provided in the banners to be fixed on wall.	Sft.	1400
2.	Supplying & pasting stickers on existing Star Flex banners, for the purpose of date change etc. for various programmes as per the direction of NIB.	Sft.	150
3.	Supply of banners on aluminium standees of size 6' x 2.5' or as given by NIB.	Nos.	05
	<b>Sub-Total</b>		
	Goods & Service Tax (GST) @ .....		
	<b>Total including GST</b>		

*Stamp of bidder with signature of authorized signatory*



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**Tender No. 04/2018-19/Engg. (Civil)**

**PRICE-BID**

**Name of Work: Invitation to Tenders for “Annual Rate Contract for Providing & Fixing of Banners, in NIB Noida”.**

<i>Srl. No.</i>	<i>Description of work</i>	<i>Unit</i>	<i>Qty.</i>	<i>Rate (Rs.)</i>	<i>Amount (Rs.)</i>
1.	Supplying of Flex banners on Star make flex roll as per given text, logos and approved colour scheme including fixing as per details given below: i- On Iron Frame ii- Hanging on wall etc. iii- Pasting on Podium, Standees, Backdrops etc. iv- Good numbers of eyelets will be provided in the banners to be fixed on wall.	Sft.	1400		
2.	Supplying & pasting stickers on existing Star Flex banners, for the purpose of date change etc. for various programmes as per the direction of NIB.	Sft.	150		
3.	Supply of banners on aluminium standees of size 6' x 2.5' or as given by NIB.	Nos.	05		
	<b>Sub-Total</b>				
	Goods & Service Tax (GST) @ .....				
	<b>Total including GST</b>				

*Amount (in words):* ... ..

**Note:**

- i) Validity of Bid shall be 90 days from the last date of submission of the bid.*
- ii) Taxes % and amount, if, not specified in Price-Bid will be treated as inclusive and basic rates will be arrived after reverse calculation of GST as applicable.*
- iii) Any vague term such as GST as per Rule as applicable will not be considered for evaluation.*

*Stamp of bidder with signature of authorized signatory*