



SPEED POST
TENDER ENQUIRY
Procurement Department

No. Q/NIB/18-19/74

Date: 06.08.2018

Due Date of submission: 27-08-2018 Time: 15:00 Hours
Due Date of Opening: 27-08-2018 Time: 15:30 Hours onwards

To,

Sub: Invitation of offer for supply, installation and commissioning of Local Area Network in Laboratory, Admin & Library Block of NIB: Reg.

Sir,

I am to send you this Tender Enquiry with the request to submit your offer for supply, installation and commissioning of Local Area Network in Laboratory, Admin & Library Block of NIB, Noida as per the details mentioned below:-

S. No	Item Description	Qty
01	Supply, Installation and Commissioning of Local Area Network (LAN) in Laboratory, Admin & Library Block of NIB, Noida as per BOQ (Annexure-I)	As per BOQ

Please indicate price on following terms:

- Price:-** FOR Destination NIB, NOIDA, U.P.
- Taxes:-** Applicable rate of GST in case of import items.
- 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 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.
- Earnest Money Deposit** – The Bidder shall furnish a bid security for **Rs. 7,000/- (Rupees seven thousand only)** in the form of a Demand Draft drawn in favour of “National Institute of Biologicals” payable at Noida/New Delhi. Demand Draft/BG is to be enclosed along with **Un-priced/Technical** bid only. 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 (UP)
Name of Account	National Institute of Biologicals
S.B. Account	26290100001774
IFSC Code	BARBONIDAX (5 th digit is zero)

5. **Performance Security:** In case of award of Supply order, vendor is required to submit security deposit within 7 days from the date of award of order for 10% of order value in the form of DD drawn in favour of "National Institute of Biologicals" payable at Noida/New Delhi or Bank Guarantee in the prescribed Form at Annexure-II.
6. **Delivery/completion period:** - 10 days. Offered by vendor.....
7. **Installation:** Installation & Commissioning will be responsibility by vendor.
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. Customer reference list for similar items / materials supplied in the last three years, relevant work / supply order copies may be enclosed.
10. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.
11. **Scope of work:** The scope of work mentioned in BOQ of **Annexure-1**. The installation of LAN wires include crimping and jack through the existing false ceiling and in the concealed conduit in wall to be done by the bidder. This shall also include the repair work not making any damage to goods breakage to the walls ceiling or any other route, in the existing specifications condition so as to give a complete and neat look.
12. **Site visit:** The bidder is advised to acquaint himself with the work, visit the site & examine site conditions to assess the quantum of work. The cost of visiting the site and collecting information for the purpose of submission of bid shall be borne by the bidder. The bidder and any of his authorised representative will be granted permission by NIB to enter upon the site for the purpose of such inspection.
13. **Defect Liability Period (DLP):** The materials and work of the contractor shall be under 1 (*one*) **year's Defect Liability Period (DLP)**. Defect/s noticed during the defect liability period shall be rectified by the contractor without any cost to NIB, failing which the Performance Security Deposit of the Contractor shall be forfeited. The contractor may also be debarred from participating any future tendering in the Institute.
14. **Submission of Tender:**
The contractor shall submit the tender in the sealed envelope superscribing the envelope as "**Supply, Installation and Commissioning of LAN in Laboratory, Admin & Library Building of NIB.**"
15. **Evaluation & Award of work:**
The bids will be evaluated by NIB on the basis of tendered price for carrying out the whole work. The work will be awarded to the lowest responsive bidder (L-I) as per prevailing Govt. norms.
16. **Time of Completion and submission of documents:**
The work shall be completed within 10 days from the date of issue of work/supply order.
17. **Liquidated Damages/ Penalty for Delay:**
If the contractor fails to complete the work within the stipulated time or time extended by the Institute (if any), liquidated damages at the rate of 1% per week of delay subject to maximum 10% of the total contract value shall be deducted /recovered from the contractor.
18. **Specifications:**
The materials supplied should be used in the work shall be of requisite specifications and make.

19. Payment:

- (i) Payment shall be released after satisfactory installation & commissioning and submission of pre-receipted final bill to NIB. No advance payment shall be made to the contractor.
- (ii) No request for part payment after supply of material will be entertained.
- (iii) Payment will be released after deduction of TDS and other statutory dues within 30 days after satisfactory commissioning and receipt of bill.

20. a) Tools & Tackles:

All tools, tackles will be arranged by the contractor and their charges will be deemed to be included in the tendered rates, no extra payment shall be made by NIB for the same.

b) Water & Electricity:

Water & Electricity for execution of the works will be provided free of cost by NIB at one point. Contractor has to make his own arrangement to extend the same to the desired location of work site.

21. Risks:

Contractor shall be solely responsible for safety of his workers, working at site by following safety norms and by taking insurance cover.

All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. Excepted Risks are:

- a.
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed.
- b. or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

22. 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.

23. 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.

24. 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 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.
4. 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.
5. 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.
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 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.
8. 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.
9. 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.
10. Splitting of work: NIB reserve the right for splitting of work/supply OR to place order on one vendor is final and binding to the bidder.

NOTE:

1. Supply of items shall be in single lot or as per requirement of this Institute so as to enable the Institute to increase or decrease the tender quantity at the time of ordering.

2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. Destination of material: National Institute of Biologicals, A-32, Sector-62, Noida (UP).
4. Bidders to quote Ex-Works price in Rupees and other charges (if any) towards Packing & Forwarding, GST, Freight separately in terms of Percentage & Ex value of Ex-Works price.
5. The offer should be submitted in two sets. One Set containing Technical details, Literature, Catalogue, EMD 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 should be sent in a separate sealed cover and should contain Price Schedule 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 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.
9. Copy of Sales Tax clearance certificate duly attested by a Gazette officer.
10. Customer reference list for similar items / materials supplied in last three years, relevant work /supply order copies may be enclosed.
11. Current valid certificate of registration for said tender items including its annexure in case registered with SSI / NSIC etc.
12. Validity of the offer should be kept open for a period of not less than **three months**.

Yours faithfully


(W.Z. Quazi)
Procurement Officer

Encl: 1) Annexure-I (BOQ-CUM-PRICE BID)
2) Annexure-II (Performance Bank Guarantee)



Q/NIB/18-19/74
National Institute of Biologicals
(Ministry of Health & Family Welfare)
Noida-201309

Annexure-I

BOQ-CUM-PRICE BID FOR SUPPLY, INSTALLATION AND COMMISSIONING OF LOCAL AREA NETWORK (LAN) IN LABORATORY, ADMIN & LIBRARY BUILDING.

S.No.	Description of Item	Make	Qty.	Rate / Unit (Rs.)	Amount (Rs.)
1.	CAT6A Single I/O Box	North West	49 Nos.		
2.	CAT6 UTP Patch Cord 1m	Dlink	58 Nos.		
3.	CAT6 UTP Patch Cord 3m	Dlink	49 Nos.		
4.	24 Port Jack Panel with Cable Manager		03 Nos.		
5.	24 Port Switch Un-manageable Switch 10/100/1000	Cisco	03 Nos.		
6.	PVC Pipe 2 inch (Conduit)	ISI Mark	40 Mtr.		
7.	Flexible Pipe 1.25 inch		60 Mtr.		
8.	PVC Pipe 1 inch (Conduit)	ISI Mark	300 Mtr.		
9.	PVC Channel 2 Inch	ISI Mark	650 Mtr.		
10.	CAT6A UTP Cable (305 Mtr. Per Roll)	Dlink	3050 Mtr.		
	Installation charges for I/O Box (Rs.)				
	Installation charges for Cable Laying				
	Applicable Taxes (if any) (Rs.)				
	Total Amount (Rs.)				

- Please note that payment will be made on as per actual consumption.
- The Amount and percentage (%) of taxes and duty not specified in tender will be consider as all inclusive. The term i.e. taxes applicable/taxes extra will not be considered for evaluation.

Signature of Bidder.....

Name.....

Place:

Date:

Business Address.....

.....

ANNEXURE - II

(On Non-Judicial Stamp Paper appropriate value)

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 forebear 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 Shriwho is(his designation) is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

This.....day of20

Yours faithfully

For

(Signature)

Name

Designation

Name of Bank

Dated:

Note:

1. This Guarantee/Undertaking is not to be witnessed.
2. 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.
3. This guarantee/undertaking is required to be sent by the Vendor's banker directly to the purchaser (the Institute).
4. 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.

Name of Manufacturer

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