Ref: Q/NIB/14-15/59

Due date of submission: 21.01.2020, Due Time: Up to 15:00 Hours
Due date of opening: 21.01.2020, Due Time: 15:30 hrs. onwards.

To,

Sub: - Tender Enquiry for AMC & Validation of Double Door Autoclave— Reg:-

Dear Sir,

I am to send you this Tender Enquiry with the request to submit the most competitive offer for “AMC & Validation of Double Door Autoclave” as per details below.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RTD (PT100) validation (Range room temp to 135 Deg.C)</td>
<td>04 Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Pressure Gauge analog type</td>
<td>06 Nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Temperature mapping in chamber atg 10 points</td>
<td>02 Nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Annual Maintenance of Autoclave</td>
<td>02 Nos.</td>
</tr>
<tr>
<td>i)</td>
<td>(Model No. - HR-6-6-12/DD/E/SA)</td>
<td></td>
</tr>
<tr>
<td>ii)</td>
<td>(Model No. - HR.6.612.DD.5A)</td>
<td></td>
</tr>
</tbody>
</table>

Please indicate price on following terms:

i)  **Period**: - One Year from the date of acceptance of this order.

ii) **Scope of Work**: - One annually validation from NABL accredited lab of autoclave and Complete, maintenance and successful installation of spares/consumables (spares are chargeable) to give satisfactory performance by the equipment.

- **Spares**: - Spares will be provided on chargeable basis. The vendor should provide detail list of Spares along with cost.

- **Visit**: - One maintenance visit per month and emergency visit on “As & when required basis.”

iii) **The Service provider shall visit NIB to assess the condition of the equipment.**

iv)  **Price**: - FOR Destination NIB, NOIDA

v)   **Taxes**: - GST percentage should be clearly mentioned. Otherwise, Bid will not be accepted.

vi)  **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 23rd July, 1996, Notfn. No. 28/2003 – Customs dt. 01.03.2003, Notfn. No. 43/2017-Customs dt. 30.06.2017 & Notfn. No. 47/2017 – Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 14.11.2017 & Notfn. No. 9/2018-Central Tax (Rate) dt. 25.01.2018, Notfn. No. 9/2018-Union Territory Tax (Rate) dt. 25.01.2018, 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.
vii) **Payment:** - 50% payment will be released on completion of satisfactory service six months and balance 50% at the end of the contract period.

viii) **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.

ix) **Validity:** - Validity of the contract is initially for one year. The same will be extended for another 2 years on the same terms & conditions on the basis of satisfactory performance and mutual consent of both the parties.

x) **Delay Delivery:** - In case of delayed services from the service provider, the Purchaser shall be entitled to a discount or reduction on the contract price to a sum equivalent to 1% (one percent) of the contract value per week or part thereof subject to a maximum of 10% (ten percent) of undiscounted/unreduced contract price.

xi) **Performance Security** – In case of award of AMC order, vendor is required to submit Performance Security Deposit within 7-10 days from the date of award of order for 10% of the order value in the form of DD drawn in favour of “National Institute of Biologicals” payable at Noida / New Delhi or in the form of Bank Guarantee.

**Terms and conditions for MSME**

The latest Govt. Notification No. S.O. 5670(E) dated 9th November, 2018 for MSMEs shall be applicable.

**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.

1.1 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.

1.2 Tender No., Item description and Due Date of opening should be clearly mentioned on the Envelope.

1.3 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.

1.4 Offer to be given by authorized dealer / distributor shall accompany with valid authorization Certificate issued by the principal. **If bidder has opted to quote more than one item and for each item their principal is different,** then in such cases the bidder must submit authorization certificate for each quoted item from their principals. Please note that your offer will not be entertained without the valid authorization and the same will be summarily rejected.

1.5 Copy of GST may please submitted.

1.6 Customer reference list for the similar / materials for last two years.

1.7 Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.

1.8 Validity of the offer should be kept open for a period of not less than **three months.**

1.9 Preference will be given to “Make in India” vendors as per Govt. Guidelines
Please indicate Item, our enquiry number and opening date on top of the envelope positively.

Yours faithfully

(W.Z. Quazi)
Procurement Officer

Encl:

1) Annexure – I Fall Clause Certificate
2) Annexure – II Price Schedule
3) Annexure – III Performance Security
PROFORMA OF FALL CLAUSE CERTIFICATE

If any subsequent date after submission of quotation or placing of Supply Order, the manufacturer (the term manufacturer will also include his authorized distributor/agent) reduces the sale price of such stores or sells such stores to any party at a price lower the price charged/chargeable against supply order placed by the National Institute of Biologica, Noida, the manufacturer (including his authorized distributor/agent) as aforesaid in case the quotation is submitted by them and supply/service is also effected by them) will forthwith notify such reduction in Sale price to National Institute of Biologica, NOIDA and price payable for the stores to be supplied against the Supply Order after the date of such reduction in sale price coming force, shall stand reduced correspondingly and will be reimbursed to the Institute.

(Signature & Date of Tenderers with Rubber Stamp.)
UNDEARTAKING BY THE BIDDER

We agree to accept all the terms and conditions mentioned in the Tender enquiry unconditionally.

Signature and Seal of the Bidder.
<table>
<thead>
<tr>
<th>S.No</th>
<th>Item Description</th>
<th>Unit Price (INR)</th>
<th>Quantity</th>
<th>Ex – Make</th>
<th>Ex – Quantity</th>
<th>Model</th>
<th>Price</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ND (P1100) Valuation (Range Room)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pressure Gauge and/or type</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Temperature mapping in chamber 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annual Maintenance of Audience</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**
- In case of discrepancy between unit price and total price, the unit price shall prevail.

**PRICE SCHEDULE - II**

**ANEXURE - II**
ANNEXURE -III

(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. ........................................
........................................................................................................... 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) ..........................................................
............................................................................................................... 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)........................................
............................................................................................................... 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 of 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.
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.