SPEED POST  
Procurement Department  
Single Tender Enquiry  

No. Q/NIB/17-18/113(PT)  

Dated: 06-08-2019  

Due date of submission: 27.08.2019, Due Time: Up to 15:00 Hours  
Due date of opening: 27.08.2019, Due Time: 15:30 hrs. onwards.  

To,  

Sub: Tender enquiry for Supply of Underwater LED Light – Reg.  

Sir,  

I am to refer to the above mentioned subject and to request you to submit your best competitive offer for the following items / spares on the said terms and conditions:  

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Underwater LED Lights to highlight the water curtain fountain suitable for 12V supply with LED's 1m Flexible cable with cable gland all complete LED :Panasonic/OPTO, Make :Pioneer</td>
<td>10 Nos.</td>
</tr>
</tbody>
</table>

Terms and Conditions:  

I. Price: FOR Destination NIB, NOIDA, U.P.  

II. Taxes: Percentage of GST should be clearly mentioned. Otherwise, offer will be rejected.  


IV. Delivery & Completion of work (Installation & Commissioning): 2 weeks. Offered by vender...........................................
V. **Payment**: 100% Payment within 30 days from the date of satisfactory receipt, installation, Commission and acceptance of spares and consumables from M/s. Pioneer Fountains.

VI. **Authorization Certificate**: - If the offer is submitted by authorized dealer then offer must be enclosed with valid authorization certificate from manufacturer.

VII. **Warranty / Guarantee**: Required by Institute 12 months from the date of supply, installation and acceptance of items at NIB, NOIDA. Offered by Vendor/OEM.

VIII. **Transit Insurance**: For delivery of goods at site, the insurance shall be obtained by the supplier for an amount equal to 140% of the value of goods from "Warehouse to warehouse" (ultimate destination) on "all risks" basis including strikes.

IX. **Delay Delivery Discount**: In case of delayed delivery of all or any item(s) of goods, completion of work, 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.

X. **Price Reasonability**: Please provide copies of recent orders received from other Govt. Institutions for the similar items along with your offer to establish price reasonability.

XI. **Fall Clause Certificate**: The firm has to furnish Fall Clause Certificate as per proforma at Annexure-I along with offer.

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

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

XIV. **Performance Security**: In case of award of work 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, FDR, / B.G or through NEFT. In case of B.G. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty. The PBG format is enclosed as Annexure-II

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

**Terms and conditions for MSME**

If the vendor is registered as MSME supplier, vendor must enclose valid registration Certificate. Prevailing rules will be applicable.

**General Conditions**: -

1. If offer to be given by authorized dealer/distributor and the authorization certificate given by the principal should accompany the offer.

2. Tender No., item description and due date of opening should be clearly susperscribed mentioned on the envelope of the Quotation.

3. If the items are available on Gem, copy of the same may please be provided / enclosed.

4. Please attach the copies of Orders received from other Govt. Departments for the above items.
(5) Please submit your quotation with full details, catalogues & delivery period within the stipulated date and time as indicated. The validity of the offer should be for a period 90 days from the date of opening. A specific confirmation in this regard must be made in the offer.

(6) The items must be delivered through Delivery Challan on working day during the office hours.

(7) Normally contractors shall not be allowed to work beyond office hours at night. Work at night/ in holidays shall however, be allowed with proper approval of NIB, if, the site conditions /circumstances so demand. However, if, the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the contractor shall make available to their department / workers proper means of transport etc. such as vehicle etc. at his own cost.

(8) To submit “Fall Clause Certificate” as per attached format.

Yours faithfully,

(W.Z. Quazi)
Procurement Officer

Encl: (1) Annexure-I (Format of FAC)
(2) Annexure- II (Format of Performance Bank Guarantee)
FORMAT 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 than the price charged/chargeable against supply order placed by the National Institute of Biologicals, 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 forth-with notify such reduction in Sale price to National Institute of Biologicals, 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.)
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. ............................................................... (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 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 .......................................................(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.