Q/NIB/18-19/147/Animal Feed/B
National Institute of Biologicals
Ministry of Health & Family Welfare
(Govt. of India)
A-32, Sector 62, Noida – 201309, Uttar Pradesh
Ph: +0120-2400022, 2400072. Website: www.nib.gov.in/ http://nib.gov.in

TENDER ENQUIRY

The Director, NIB invites tenders, in two bid format (Technical & Price Bid) from reputed manufacturers and their authorized agencies for supply of following Laboratory Animal Feed on as & when required basis throughout the year.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Annual Requirement</th>
<th>Tender Document Cost</th>
<th>EMD Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Breeding diet for Rats &amp; Mice</td>
<td>18000 KG</td>
<td>Rs.560/- (Rs. Five Hundred &amp; Sixty Only) Inclusive GST</td>
<td>Rs. 95000/- (Rs. Ninety Five Thousand Only)</td>
</tr>
<tr>
<td>2.</td>
<td>Maintenance diet For Rats &amp; Mice</td>
<td>18000KG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rabbits &amp; G. Pigs diet.</td>
<td>18000KG</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above-mentioned annual requirement is approximate and may vary according to requirement. The supply order will be placed as and when required basis or decided by the Director, NIB. The detailed general condition and technical specifications of required feed may be referred in attached "Annexure - I"

Tender publishing date : 27.08.2019
Pre-Bid Meeting : 05.09.2019 at 2:30PM onwards
Last Date and time submission of Tender : 17.09.2019 up to 3:00PM
Tender opening : 17.09.2019 at 3:30PM onwards

EMD and Tender Document Charges : The tender document fee is Rs. 560/- The Bidder shall furnish bid security (Rs. 95,000/-) in the form of Demand Draft in favour of National Institute of Biologicals, NOIDA payable at NOIDA from a schedule bank OR Bank Guarantee as per the format enclosed as Annexure- II

THE COST OF TENDER DOCUMENT IS RS. 560/- ALONG WITH EMD AMOUNT OF RS. 95000/- MUST BE SUBMITTED THROUGH DD/PAY ORDER/ BANK GUARANTEE/ NEFT OTHERWISE THE TENDER OF CONCERNED AGENCIES WILL BE SUMMARILY REJECTED.

Eligible Micro & Small Enterprises (MSE's) are exempted from payment of Tender Document and EMD.

(Continues...2..)
The details of NEFT is for EMD through Bank Transfer are as under:

<table>
<thead>
<tr>
<th>NAME OF BANK</th>
<th>BANK OF BARODA, SECTOR-29, NOIDA (U.P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF ACCOUNT</td>
<td>NATIONAL INSTITUTE OF BIOLOGICALS</td>
</tr>
<tr>
<td>S.B. ACCOUNT</td>
<td>26290100001774</td>
</tr>
<tr>
<td>IFSC CODE</td>
<td>BARB0NOIDAX (5th digit is Zero)</td>
</tr>
</tbody>
</table>

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

PRE-QUALIFICATION CRITERIA:

1) Experience of having successfully completed similar works during the last seven years ending 31st July, 2019 should be either of the following.

   (a) Three similar completed works each costing not less than the amount of ₹1800000/- (Rupees Eighteen Lakh Only).

   Or

   a) Two similar completed work each costing not less than the amount of ₹2800000/- (Rupees Twenty Eight Lakh Only).

   Or

   b) One similar completed work costing not less than the amount of ₹3700000/- (Rupees Thirty Seven Lakh Only).

2) Supplier’s average annual turnover of last three financial year should be at least rupees one crore. (Rs.1.00 crore)p.a.

TWO BID Format: Tender must be submitted in two bid system i.e. “Technical Bid” and “Price Bid”. Both the bids should be submitted in Tender Box placed at the reception admin block of this campus.

Tender must be submitted on or before the scheduled due date & time. If the scheduled date of tender opening happens to be a holiday, the bids shall be opened on next immediate working day at same time. Request for postponement will not be entertained.

- The offer should be complete in all respect. Each page of the bid should be signed and stamped. Any cutting / corrections, if any, also must be duly signed and submit.

- The tenders must be clearly written or typed without any cancellations / corrections or overwriting.

- The Technical bid and Price Bid must be submitted in an organized and structured manner as per instructions. Brochures / leaflets etc. should be submitted along with the technical bid. Please indicate page numbers on your offer e.g. if the offer contains total 25 pages then indicate as 1/25, 2/25, 3/25………25/25.

(A) Technical Bid should consist of:

   a) The technical bid along with other relevant document must be submitted. All relevant information asked in the specifications of feed proposed to be supplied.

   (Continues…3...)
b) Compliance certificate in respect of Technical Specifications Catalogue, Technical Literature, if any, should be submitted with Technical Bid only.

c) In case of distributors / dealers of reputed manufacturer, copy of authorization certificate from manufacturer in original should be submitted with the offer.

d) Demand Draft for EMD amount and stipulated Tender Document Fee has to be submitted. However, the agencies registered with NSIC / MSME/ SSI along with its Annexure for these items are exempted from depositing Tender Fee and (Earnest Money) bid security. However, they have to submit valid registration certificate with tender in a sealed envelope superscripted “BID SECURITY DEPOSIT”. It is also to clearly state that the NSIC / MSME/ SSI registered supplier are not exempted from depositing Performance Security, thus performance security to be deposited as per terms of the Tender, which will be retained by NIB throughout the year till completion of contractual obligation.

e) Copies of GST Registration Certificate and PAN card should be submitted.

f) Sample of minimum 5kg of each type of feed along with latest certificate of proximate analysis of feed including microbiogicals test of diet from a NABL accredited National / International Testing Laboratory, should be submitted along with the bid.

g) Statement of infrastructure used in pelleting, drying and packaging of product under hygienic conditions.

h) Agreements / Purchase Orders for similar supply to other reputed Labs. / Govt. Institutes along with the satisfactory performance certificates from the customers.

i) Addresses and contact numbers of the present customers.

j) Please note that there should not be any price information in the Technical Bid failing the offer will be summarily rejected.

k) Tenderer has to give an affidavit (in a non-judicial stamp paper worth Rs. 100/- duly notarised) that Annexure-IV)

- My/ our firm has not been blacklisted during last three years by any of the Govt. Department / Govt. Autonomous Body / Institute / PSU, etc.

- My / our Firm has not any dispute with any of the Govt. Department / Govt. Autonomous Bodies / Institutions / PSUs / Plus etc.

- My / our Firm has not submitted any fake certificates / documents and later on if any such certificates / documents found to be fake / wrong, any criminal and legal action can be taken against their Firm / Agency besides forfeiture of Earnest Money & blacklisting etc.

- There are no complaints exists against my / our Firm such as delayed supply, non-submission of performance Bank Guarantee (BG) and refusal of supply and for which no punishment imposed.

(B) Price BID should consist of:

(i) Offer must be in Indian Rupee Only.

(ii) The Price Bids should be submitted as per the format (Annexure-III).

(iii) The price bid should be complete in all respects with proper seal and signature of authorized person.

(iv) Discount, if any, should be mentioned clearly in the price bid at appropriate place only.

(Continues...4...)
(v) All the quoted rates should be in both figures and words without any overwriting. In case of numeric error, the amount in words will be prevailed. Copy of latest supply order received from other Govt. Organization, Deptt. Or Institute for the same item to justify the price reasonability.

(vi) **Taxes / duties are to be specified clearly, else price will be treated as inclusive of all**

(vii) The bidder should quote unconditional rates and indicate the item wise prices along with taxes and discount offer, packing, forwarding, transit insurance, freight paid and door delivery basis including handling / unloading at purchaser site separately. The contract prices shall also include all taxes and duties applicable at the time of supply of goods except GST which should indicate separately in the price bid as applicable. Further the rates quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.

(viii) Price charged for the stores supplied after awarding contract should under no event higher than the lowest prices at which the agency sells the items of identical descriptions to any other Govt. Organisation during the period of contract failing with the **Fall Clause** shall be applicable. A certificate to this effect may be provided by the tenderer in NIB format **Annexure 'V'**

(ix) Custom Duty Exemption: 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 and Central Excise Duty exemption in terms of Government Notification No. 10/97-Central Excise dated 1 March 1997 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.

(x) **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.

(xi) **Pre-Bid Meeting/Clarifications:**

(i) A prospective bidder, requiring any clarification of the bid documents may notify the purchaser in writing or email at the purchaser's mailing address indicated in the Invitation of bid. The purchaser will respond in writing to such request provided the purchaser receives the same on or before the scheduled date of pre-bid meeting.

(ii) The Tenderers or their Official Representatives are invited to attend a pre-bid meeting which will take place as specified in notice inviting tender.

(iii) Any clarification issued by NIB in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.

(iv) The clarification if any will be uploaded on CPPP and Institute's website, and bidder is expected to see the Institute's website for clarification before submitting the bid.

**TERMS AND CONDITIONS**

I. **Tender Document Fee:** Tender document may be downloaded from our website www.nib.gov.in/http://nib.gov.in or from www.eprocure.gov.in/cppp.

(Continues...5...)
II. **Earnest Money Deposit**: The total EMD amount Rs. 95000/- (Rs. Ninety Five Thousand Only) must be submitted along with Technical Bid in the form of a Demand Draft or Pay Order only (from a NATIONALIZED/schedule BANK ONLY) FDR or BG or NEFT drawn in favour of the **NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA.** No cheques / cash shall be accepted as EMD. The particulars of EMD (i.e. D.D. No. & date) must be clearly mentioned in the technical bid. The offer will be summarily rejected if EMD is not submitted with Technical Bid.

III. Last three year’s audited financial statement is also required which should be enclosed with the technical bid.

IV. **Price**: FOR Destination NIB, Noida, U.P. This is our Annual requirement and will be procured on as and when required basis, your price will be reviewed by NIB any time throughout the year when price increase or decrease by plus minus 20% as per market rate.

V. **Refund of EMD**: The EMD will be returned to the unsuccessful bidders as soon as possible after the completion of tendering process. No interest will be paid on EMD amount.

VI. **Performance Security**: - 10% of total value of contract will be obtained from successful bidder. Performance Security may be furnished in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, Bank Guarantee (Annexure-VI) from a Nationalised Bank/Schedule bank. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations as decided by NIB. Bid security (EMD) will be refunded to the successful bidder on receipt of performance Security.

VII. **NIB, RESERVES THE RIGHT** to verify the credentials furnished by the bidder through a Technical Evaluation Committee of experts, constituted by the Director, NIB. If any information furnished is found to be incorrect at any stage, then the respective agency shall be liable to be debarred from tendering in NIB in future.

VIII. **Validity of the Tender**: Bids shall be valid for a period of 90 days from the date of opening of the Technical Bid and in the event of a breach of this condition, without prejudice to any other or remedy of the institute, the earnest money shall be liable to be forfeited.

IX. In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided for this tender shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

X. **Amalgamation/Acquisition etc.**: In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of it business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations. While submitting your bid, you may confirm this condition.

XI. **Award of Contract**: NIB shall consider awarding the contract to the eligible bidder whose bid is determined as the lowest evaluated Price bid subject to quality of material and specifications mentioned in the tender. However, competent authority

(Continues...6...)
at NIB does not bind itself to accept the lowest or any other tender and reserves the right to choose, accept or reject any or all offers.

XII. In full or part, at any stage, reduce or increase the quantity upto 25%, split of the order quantity without assigning any reason thereof and also the prices may be reviewed by NIB during the contract period as per prevailing market rate, if rates of these feeds come down by more than 10% of rates prevailing at the time of award of work.

XIII. **Validity of Contract:** The contract shall initially be valid for one year which may be extended for further duration one year on the same rates and terms subject to satisfactory performance of the agency.

XIV. **Delivery Period:** (As and when required basis throughout the year) the material should be delivered within 7-10 days (For NCR Region) and 10-15 days for other places from the date of supply order as feed is required daily basis and crucial for the health and life of lab animals. The material shall be delivered to Stores & Purchase Section of NIB, NOIDA between 9.30 AM to 01.00 PM and 2.00 PM to 04.30 PM during any working days except all Saturday, Sunday & Gazetted Holidays. Unloading of goods /stores and delivery to stores at above mentioned place shall be responsibility of the agency.

XV. The supplier will be liable to replace the rejected /damaged stores within 10 days, failing which the legal action will be taken as deemed fit by NIB.

XVI. If the supplier fails to supply the material with in the delivery period, the NIB reserve the right to procure the material from an alternative source on emergency basis at the risk and cost of the supplier. If the failure continues for the second time or repeated on the part of approved supplier, the contract may be cancelled and performance security would be forfeited apart from taking other legal action by this Department.

XVII. **Analysis Report of supplied Feed:** Vendor will have to provide parameters analysis and microbial contamination report with every batch and a detailed analysis report for critical nutrient parameters, microbial and chemical contaminants and heavy metals from a NABL accredited or equivalent laboratory on half yearly basis for batches supplied at NIB, Noida. Random chemical analysis of feed will be carried out for its nutritional composition by NIB to monitor the quality of feed from time to time. Defective materials must be replaced from NIB stores on basis within 30 days of inspection and intimation to the vendor.

XVIII. **Delay Delivery Discount:** Delay Delivery Discount — In case of delayed delivery of all or any item(s) this Institute 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.

XIX. **Sample:** The vendor has to provide at least 5kg of free samples of the items to check its quality and for technical evaluation of the feed.

XX. **Payment Terms:** 100% payment shall be released within 30 days by RTGS after receipt and acceptance of material in good condition on submission of pre-receipted bill in triplicate. (RTGS details will be furnished by vendor) after deduction of Taxes (if applicable) or such payment.

(Continues...7...)
XXI. **Arbitration**: In the event of any dispute arising between NIB and the agency in any matter covered by contract or arising directly or indirectly there from or connected or concerned with the contact, the matter shall be referred to the Director, NIB who may himself act as sole arbitrator or may name as sole arbitrator an officer of NIB notwithstanding the fact that such officer has been directly or indirectly associated with contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at NIB, Noida and the decision given by the arbitrator shall be binding for both the parties. The Arbitration and Conciliation Act of 1996 as amended from time to time shall govern the arbitration proceedings.

XXII. **Minimum Economic Quantity**: Please confirm minimum Economic Order Quantity.

XXIII. The Supply Order copies received from other Government department/institution/PSU for the same items received by you earlier should be attached with your offer. (If possible for the same quantity or above).

XXIV. **Jurisdiction**: Disputes, legal matters, court matters, if any, shall be subject to Delhi Jurisdiction only.

(\text{W.Z Quazi})

Procurement Officer

Encl:

1. Specification of feed required is attached at Annexure I.
2. Bid Security Form is attached at Annexure II.
3. Price bid Schedule is attached at Annexure III.
4. PBG format is attached at Annexure VI.
5. Fall Clause Certificate format is attached at Annexure V.
6. Undertaking format is attached at Annexure VI
NATIONAL INSTITUTE OF BIOLOGICALS
ANIMAL FACILITY

Technical Specifications for Diet of Laboratory Mice, Rats, G.Pigs and Rabbits

1) The pelleted or extruded diet should be a complete balanced diet and the nutritional parameters of diet should meet or exceed the NRC guidelines.

2) The diet may be either pelleted, extruded or hybrid pellet. The size of pelleted feed should be of standard size (diameter of atleast 9.5 mm for rats/mice & atleast 3 mm for Rabbits/G. Pigs) i.e ideal for standard overhead wirebarlid for rats and mice with minimum wastage by falling into cage.

3) Animal diet should be made from high quality human food grade ingredients like barley, lupins, corn, soy, wheat, maize, roasted bengal gram, casein, mixed vegetable oil, skimmed milk powder and should contain adequate amount of all essential minerals and vitamins in required amount.

4) Diet should not have mammalian meal (except fish meal) and alfalfa meal.

5) Diet should have good palatability without any undesirable odors.

6) The diet should be autoclavable and bioavailability of nutrients after autoclaving should be at par with the nutritional requirement of individual species. The presumed losses due to autoclaving should be accounted for except for heat labile Vitamin C which is provided additional in G.Pigs and Rabbits in the Facility.

7) The approximate nutrient composition of the diets should be as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Nutrients</th>
<th>Breeding diet for rats/mice</th>
<th>Maintenance diet for rats/mice</th>
<th>Rabbits/ G. Pigs diet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Crude protein</td>
<td>Not less than 19.0%</td>
<td>Not less than 14.0%</td>
<td>Not less than 14.5%</td>
</tr>
<tr>
<td>2.</td>
<td>Crude Fat</td>
<td>Not less than 4.5%</td>
<td>3 - 5%</td>
<td>3 - 5%</td>
</tr>
<tr>
<td>3.</td>
<td>Crude Fiber</td>
<td>Not more than 5.5%</td>
<td>Not more than 7.0%</td>
<td>More than 10%</td>
</tr>
<tr>
<td>4.</td>
<td>Total Ash</td>
<td>Not more than 8.0%</td>
<td>Not more than 8.0%</td>
<td>Not more than 10.0%</td>
</tr>
<tr>
<td>5.</td>
<td>Moisture</td>
<td>Less than 12%</td>
<td>Less than 12%</td>
<td>Less than 12 %</td>
</tr>
</tbody>
</table>

*Minerals & Vitamins: All essential minerals (Ca, NO, Mg, Ferious, Mn, K, Zn, Cobalt etc.) and vitamins like Vitamin A, D, E, K, B complex, Choline, chloride, PABA etc.) should be added to the feed as per specie requirements.

8) The animal diet should be free from or have within permissible limits heavy metals like Lead, Arsenic, Cadmium, Nickel, Mercury etc; naturally occurring mycotoxins like Aflatoxin; Chemical contaminants like insecticides, rodenticides, hormones, antibiotics, fumigants and microbial contaminants like bacteria, molds & fungi etc.
9) The bidders will have to provide detailed analysis report for critical nutrient parameters (including few minerals and vitamins), microbial and chemical contaminants and heavy metals from a NABL accredited or equivalent laboratory at least on half yearly basis for batch supplied at NIB, NOIDA.

10) Each Batch of diet supplied to NIB should have the Proximate analysis report including:
   - Batch No/Date of Manufacture
   - Date of Expiry
   - Proximate Analysis Report for nutrients as mentioned in point 7 above
   - Analysis report on Microorganisms

11) Random chemical analysis of feed will be carried out for its nutritional composition by NIB to monitor the quality of feed from time to time and if not found satisfactory, the awarded tender will be cancelled immediately.

12) Animal diet should have a shelf life of at least 4-5 months.

13) Animal diet should be processed and packed under proper hygienic conditions to ensure that it is free from microbial contamination that are harmful to laboratory animals.

14) The delivery time required after necessary order should be mentioned by the bidders in his offer and will have to be strictly adhered to it. Further, the supplier should maintain sufficient stock so that the diet can be supplied even at the short notice of 7-10 days.

15) Bidders are required to submit duly labelled sample along with technical bid in their original packing or at least 5 kg of sample of each type of diet to check their physical texture before and after autoclaving, wastage as dust, palatability. Further, analysis reports as required at point 9 & 10 should be submitted by bidders in their technical bid for the same batch from which samples have been submitted to NIB.

16) The bidder should have dedicated plant for Laboratory animal diet production only and not used for production of other feed like cattle, farm, pet and zoo animals.

17) The manufacturing plant should be preferably certified with ISO 9001 & GMP/HACCP/any other relevant quality assurance accreditation.

18) The bidders should have at least 5 years experience of manufacturing and supplying similar quantities of laboratory animal diet for rat, mice, rabbit and G.Pigs as tendered in national/international reputed institutes or CRO’s or GLP certified laboratories including at least one year experience of continuous supply.
Further, the quantity of feed supplied and duration of supply to these institutes should be clearly mentioned in their technical bid and vendor should obtain performance certificate in terms of quality and quantity of feed supplied and timely deliveries from at least 3 such institutes and submit with the technical bid.

19) A separate compliance statement clearly mentioning all the above details should be enclosed with the technical bid. Any bids not having the compliance statement will not be considered for technical evaluation. A detailed authentic catalogue clearly showing compliance to all the above technical specifications must be enclosed with the technical bid.

20) The cost should include all expenses including delivery up to door step. If the diet is imported all the expenses including applying for licensing from DGFT should be borne by the supplier.
Annexure-II
(On Non-Judicial Stamp Paper appropriate value)

SECTION VI : BID SECURITY FORM

Whereas ...................... (hereinafter called “the bidder”) has submitted its bid dated ..........(date of submission of bid) for the supply of ......................... (name and/or description of the goods) (hereinafter called “the Bid”)

KNOWN ALL PEOPLE by these presents that WE ..............(name of bank) of .............(name of country), having our registered office at .................(address of bank) (hereinafter called “the Bank”), are bound unto ......................... (name of purchaser) (hereinafter called “the Purchaser”) in the sum of  ........................ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said bank this _______ day of _______ 20_____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the bidder on the bid form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
   (a) fails or refuses to execute the contract form if required; or
   (a) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

..................................................
(Signature of the Bank)

Name of Bidder
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity &amp; Unit</th>
<th>Ex-Works Price</th>
<th>Packing &amp; forwarding</th>
<th>Inland transportation insurance and other local costs incidental to delivery</th>
<th>Incidental services as listed in clause 6 of SCC,</th>
<th>Unit price INR</th>
<th>Applicable GST</th>
<th>Total Price (FOR NIB, NOIDA) INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Breeding Diet for Rats &amp; Mice</td>
<td>18000 KG</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Maintenance Diet For Rats &amp; Mice</td>
<td>18000K G</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rabbits &amp; G.Pigs Diet.</td>
<td>18000K G</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

| 5.     | GST                           |                 |                |                      |                                                                                |                                                                                                   |               |                |                                  |

**Notes:**
1. Delivery Schedule: As and when required basis throughout the year.
2. Price FOR Basis.
3. In case of discrepancy between unit price and total price, the unit price shall prevail.
4. Destination of material : National Institute of Biologicals, Noida (UP)
5. **Bidders to quote Ex-Works price in Rupees and other charges (if any) towards Packing & Forwarding, Excise Duty, GST, Freight separately in terms of Percentage of Ex-Works price. NIB is exempted for Customs Duty under the provision of Notification No.51/96 dated 14.11.2017.**
6. **The price may be reviewed by NIB any time as per the prevailing market rate as per clause number 25 of the Tender Document.**

Total bid price in fig ___________________ In words ___________________

Place: Noida

Date:

Signature of Bidder ___________________

Name ___________________

Business address ___________________
Section VIII

(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 ____________ 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: ____________
Section VIII

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.
UNDEARTAKING

An undertaking is given herewith that:

- My/ our firm has not been blacklisted during last three years by any of the Govt. Department / Govt. Autonomous Body / Institute / PSU, etc.
- My / our Firm has no dispute with any of the Govt. Department / Govt. Autonomous Bodies / Institutions / PSUs / Plus etc.
- My / our Firm has not submitted any fake certificates / documents and later on if any such certificates / documents' found to be fake / wrong, any criminal and legal action can be taken against their Firm / Agency besides forfeiture of Earnest Money & blacklisting etc.
- There are no complaints against my / our Firm such as delayed supply, non-submission of performance Bank Guarantee (BG) and refusal of supply and for which no punishment of any type.
- We unconditionally accept all the terms & conditions of the Tender Enquiry.

Bidder's Signature and Seal

(Full name, designation of the person in the Firm/Agency)

Note:- Tenderer has to give above statement on an non-judicial stamp paper worth Rs. 100/- duly notarised.
ANNEXURE-"V"

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 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.)