



TENDER ENQUIRY
TWO BID SYSTEM

No. Q/NIB/18-19/160

Date: 03.12.2018

Due Date of submission: 26.12.2018; Time: 15:00 Hours
Due Date of opening 26.12.2018; Time 15.30 Hours onwards

To:

All Vendors	
--------------------	--

Sub: Tender Enquiry for supply & Installation of Fumigator - Reg.

Dear Sir,

I am directed to send you this Tender Enquiry with the request to submit the most competitive offer for supply of items as per the details mentioned below:-

Sl.No.	Description of Material	Qty.
1	Fumigator	02 Nos.

The Technical specifications is attached at Annexure-II.

Please indicate price on following terms:

- Price:** FOR Destination NIB, NOIDA, U.P.
- Taxes:** GST without Form C/D
- Earnest Money Deposit:** Rs.1000/- (Rupees One thousand only) to be submitted with the offer in shape of Demand Draft Drawn in favour of National Institute of Biologicals payable at NOIDA/New Delhi. Without EMD, the offer will not be considered. The EMD shall be refundable to un-successful bidders after placing Purchase Order. No interest shall be payable on Earnest Money by NIB.
- 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 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.
- Payment:** Payment shall be made within 30 days on satisfactory receipt and installation of equipment, subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract.

6. **Authorisation Certificate:** The offer must be submitted along with valid authorisation certificate from your principal. Without authorisation certificate the offer will not be considered.
7. **Inspection:** The purchaser reserves the right for inspection and testing the quality & standards of the stores for assessment of quality before dispatch to the consignee or at the consignee end wherever required.
8. **Delivery:** Within 2 weeks. Offered by vendor_____
9. **Installation:** Installation will be done by the vendor.
10. **Transit Insurance:** Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material is received in good condition at consignee's site. As such the Supplier shall despatch the material duly insured. Insurance covering 110% value of goods (including local transportation and storage) would be borne by the Supplier from supply point place to the consignee site for a period including 3 months beyond date of delivery.
11. **Warranty:** Products to be offered as per "List of Requirements" shall be warranted for a period of **Two years** from the date of satisfactory installation. No conditional warranty shall be acceptable. The Supplier shall be responsible to replace the material free of cost at site in whole or in part if found defective in any respect after receipt at site or during normal & proper usage or storage/maintenance for which the Purchaser shall give prompt written notice. Such replacements shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 15 days. The above provision shall also equally apply to the material replaced by the Supplier under this Clause. In case the same is again found to be defective after its replacement. If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee. It shall be liable to suitable action as deemed fit during the operative Warranty period.
12. **Product Specification:** Brand name and type of Product being offered by the Firm must be clearly mentioned in the offer, Tenderer should confirm that the stores offered conform strictly to relevant specifications. Deviations, if any, are to be clearly mentioned. Complete product specifications, technical details, illustrations, literature, printed pamphlets/leaflets etc. and Manufacturers price list, if any, must accompany the quotation in Envelope 1. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract.
13. **Force majeure:** If at any time, during the currency of the contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotages, fires, floods, explosions, epidemics, quarantines, restrictions, strikes, lock outs or acts of God (hereinafter referred to as 'the events') then provided, neither party has any claim for damage against the other in respect of such non-performance or delays in performance, deliveries under the contract shall be resumed as soon as possible if any of the events have ceased to exist. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
14. **Delay Delivery Discount** – In case of delayed delivery of all or any item (s) or goods 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.

15. **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.
16. **Validity of Offer:** Validity of the offer should be kept open for a period of not less than 120 days.
17. **Settlement of Dispute:** If any dispute or difference of any kind, whatsoever, shall arise between NIB and the Contractor/vendor /supplier, in connection with or arising out of the Contract, or the execution of the works/supply, 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.
18. The National Institute of Biologicals has reserves the right to accept or reject any tender/offer without assigning any reason.

19. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.

General Terms and Conditions

1. The Tender submitted after the due date and time shall be rejected. Your quotation must be clearly legible, duly signed by authorized signatories. Any erasure or alteration must appear specifically in the quotation. Bidder may visit NIB for inspecting site, if required prior to submission of bid. No disputes regarding the form, nature or quality of infrastructure and site shall be entertained after submission of the Bid by the Bidder.
2. All necessary permissions and approvals (including statutory, regulatory permissions, approvals etc.) required for carrying out the contract work shall be the responsibility of the bidder.
3. The award of work shall not be assigned, transferred or sub delegated to ~~other Contractors except with the written approval of NIB.~~ However, this clause shall not apply to purchase of equipment's and material for the performance of the work.
4. The Vendor shall indemnify NIB against the losses, destruction or damages to any property or injury caused or death of any person caused by the negligent act or omission of the Contractor / their Employees agent or subcontractors.
5. 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.
6. The second set (in duplicate) should be sent in a separate sealed cover and should contain **Price Schedule** (Annexure-I) 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 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 GST registration certificate must be submitted.

10. Customer reference list for similar equipment's / materials for last three years
11. Current valid certificate of registration 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 four months.

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

Yours faithfully,



(W Z Quazi)
Procurement Officer

ANNEXURE - I
PRICE SCHEDULE – Tender No. Q/NIB/2018-19/160
Fumigator

1	2	3	4			5	6	7
			Item Description	Qty.	Price for each Unit			
Sl. No.			Ex-Works Price	Excise duty, if any. Indicate % age applicable as per DSIR Exemption	Packing & forwarding	Inland transportation insurance and other local costs incidental to delivery etc.	GST	(FOR NIB, NOIDA) INR
1	Fumigator	02 Nos.	(a)	(b)	(c)	(d)	(a+b+c+d)	3 X 5

Notes:

1. Delivery Schedule: Material required by NIB – Immediately from the date of receipt of Supply order. Delivery offered by supplier:-weeks.
2. Installation will be done by the vendor.
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 (without Form C/D, Freight separately in terms of **Percentage** of Ex-Works price. NIB is exempted for Customs & Excise duty under the provision of Notification No.51/96-Customs dt.23.7.1996 and 10/97-Central Excise dated 01.03.1997
6. “Technical Bid” (Un-price bid) to contain this price schedule keeping price as ‘Blank’. However, bidder to **fill up all other columns** and indicate in percentage the charges, if any, for Packing & Forwarding, ED, ST/CST/VAT, Freight etc.

Total bid price in fig _____ In words _____

Tender No: Q/NIB/2018-19/160

Place: _____

Date: _____

Signature of Bidder _____
Name _____

Business address _____

*Taxes if not mentioned may be treated as inclusive

TECHNICAL SPECIFICATIONS: FOGGING MACHINE

The fogging machine should have the following features:

- Light Weight, portable & extremely user friendly.
- It should be equipped with superior quality VAC motors.
- Machine should be highly versatile & ideal equipment to dispense wide range of chemical solutions like disinfectants, fungicides, germicides etc.
- Power supply 220V AC.
- It should have rugged design power head housing & 4-5 liter chemical solution tank from corrosion resistant HDPE plastic.
- Size of aerosol should be submicron.
- Nozzle assembly should be non-clogging design-Stain Steel needle non-reactive Eng. Plastic.
- Auto switch off timer in separate box 0 to 60 minutes.