Procurement Department

SPEED POST

Procurement Department

E-TENDER

LIMITED TENDER ENQUIRY

Ref: Q/NIB/19-20/289

Date: 02.03.2020

Due date of online submission: 23/03/2020; Due Time: Up to 15:00 hrs
Due date of online opening: 23/03/2020; Due Time: 15:30 hrs onwards

Sub: -Tender enquiry for supply of Lab Misc. item – Reg:-

Dear Sir,

I am to send you this e-Tender Enquiry with the request to submit the most competitive offer for supply of Lab Misc. item as per details given below.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Latex Gloves - Sterile</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Specifications are as follows:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A) Powder-free and treated for low-protein to minimize allergic reactions.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B) Available in 14” lengths &amp; Size: small, medium, large &amp; extra-large</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sizes:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 6” Size (50 pair per Pkt.)</td>
<td>100 Pkts.</td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 6”.5 Size (50 pair per Pkt.)</td>
<td>500 Pkts.</td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 7” Size (50 pair per Pkt.)</td>
<td>200 Pkts.</td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 7”.5 Size (50 pair per Pkt.)</td>
<td>300 Pkts.</td>
</tr>
</tbody>
</table>

Please indicate price on following terms:

i) Price: - FOR Destination NIB, NOIDA.

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

iii) Custom Duty: NIB will provide necessary certificate as NIB is registered with DSIR for the

[Digital signature of PRADEEPTA KUMAR and MOHAPATRA]

iv) Payment: - 100% payment within 30 days from the date of satisfactory receipt and acceptance of material at NIB, NOIDA

v) Quantities: The above mentioned quantities are tentative and it may be increased or decreased by 25% during one year contract period.

vi) Delivery: - **Within 15 days from the date of intimation.**

vii) Earnest Money Deposit – The Bidder shall furnish a bid security of **Rs.10000/- (Ten thousand Only)** in the form of a Demand Draft drawn in favour of, “National Institute of Biologicals” payable at Noida/New Delhi or Bank Guarantee as per the enclosed format at Annexure – II from a Schedule Bank. The Bank Guarantee issuing branch should be situated in India and the Bank Guarantee should remain valid for a period of 45 days after the bid validity period. Demand Draft/BG is to be enclosed along with “Un – priced” bid only.

OR

EMD can 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:-

<table>
<thead>
<tr>
<th>NAME OF THE BANK</th>
<th>BANK OF BARODA, SECTOR-29, NOIDA(UP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF ACCOUNT</td>
<td>NATIONAL INSTITUE OF BIOLOGICALS</td>
</tr>
<tr>
<td>S.B.ACCOUNT</td>
<td>2629010001774</td>
</tr>
<tr>
<td>IFSC CODE</td>
<td>BARB0NOIDAX (5th digit is zero)</td>
</tr>
</tbody>
</table>

EMD can be deposited through NEFT/ RTGS must be transferred before the due date of submission of the bid/tender.

viii) Any bid not accomplished by EMD will be rejected by the Purchaser as non-responsive.

ix) Unsuccessful bidder’s bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiry of bid validity period prescribed by the purchaser.

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) 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 0.5% (point five 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.

xii) 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 drawn in favour of “National Institute of Biologica ls” payable at Noida/New Delhi. The Security deposit shall remain in force for 60 days after completion of the contract.

xiii) Sample Product: The bidder has to submit sample of each size of gloves for evaluation purpose.

Terms and conditions for MSME

The latest Govt. Notification No. S.O.567(E) dated 9th November, 2018 for MSMEs shall be applicable.

General Conditions.

1. The bidders should have valid class 3 Digital signature certificate with encryption.
2. Bidders are requested to register on E Tendering portal on https://nib.euniwizarde.com and also please read the instruction on our website www.nib.gov.in as well as on https://eprocure.gov.in/epublish/app.
3. The offer should be submitted in two sets, one ‘Technical Bid’ and second ‘Price Bid’.
4. Tenderer may download the Tender Enquiry documents from the website i.e, https://nib.euniwizarde.com as well as www.nib.gov.in.
5. The submission of tender online can only be done through E Tendering portal only i.e https://nib.euniwizarde.com.
6. For Any Tender query call on this number: Sonu Kumar 9355030631
7. Tenderer should ensure that their tender complete in all respects are submitted online through e-portal only.
8. Technical bid (consisting of eligibility criteria & technical specification, viz, product specification sheets / OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
9. Price is to be quoted in the price bid online on e-tender portal in xls format & apply digital signature certificate.
10. Bidders are requested NOT to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted in Physical form the tender shall be straightway rejected.
11. Price-Bid of technically qualified bidders will be opened, online.
12. Soft copies of the latest purchase order received from other Govt. institutions for these items may please be submitted in PDF format.
13. Fall Clause Certificate: To submit as per format enclosed (Annexure I) in PDF format.
14. Customer reference list for the similar items for last three years.
15. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
16. The resultant contract will be interpreted under Indian laws.
17. If the lowest acceptable bidder against ad-hoc requirement is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder.
18. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
19. The Institute reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
20. Please quote whether your organization is large scale industry or small scale industry. If you have valid NSIC/MSME/SSI/DGS&D Certificate etc. for supply of Tender's items, so please attach it to the quotation. Mention your registration details.
21. Complete details and ISI specification if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by us, the same may be shown separately.
22. All supplies are subject to inspection and approval before acceptance.
23. The Institute reserves the right to modify the quantity specified in this enquiry.
24. In case the items in the enquiry are covered by any rate contract or available on GeM or any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned. Also uploading the price bid in the Technical Bid will result in the rejection of the tender.
25. Payment of GST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST is recorded in the quotation, the GST will be considered as inclusive.
26. If the deliveries are not maintained and due to that account Procuring Entity is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
27. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Delhi only.
28. Online bids will be opened on due dated at 3.30 pm online.
29. Validity of the offer should have for a period of 90 days from the date of bid opening.
30. As per latest Govt. Notification preference will be given to 'Make in India' manufacturers.

Please read tender conditions carefully and submit your offer latest by: 02/03/2020

Yours faithfully

(W.Z. Quazi)
Sr. A.O.(Procurement)

Encl: 1) Annexure- I Fall Clause Certificate
       1) Annexure – I Price Schedule
       2) Annexure - II – Bid Security Form (EMD – BG)
ANNEXURE - I

No. File No. Q/NIB/19-20/289

Date: 02.03.2020

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 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 Tender with Rubber Stamp.)
## Annexure – II

### Price Schedule – Tender No. Q/NIB/19-20/289

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Qty. in Nos.</th>
<th>Price for each Unit</th>
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<tbody>
<tr>
<td>1</td>
<td>Latex Gloves- Sterile</td>
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<td></td>
<td>Surgical Gloves 6&quot; Size</td>
<td>100 Pkts.</td>
<td>Ex-Works Price</td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 6&quot;.5 Size</td>
<td>500 Pkts.</td>
<td>Packing &amp; Forwarding</td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 7&quot; Size</td>
<td>200 Pkts.</td>
<td>Inland trans., insurance and other incidental costs</td>
</tr>
<tr>
<td></td>
<td>Surgical Gloves 7&quot;.5 Size</td>
<td>300 Pkts.</td>
<td>Local costs to delivery etc., Unit price, Applicable GST</td>
</tr>
</tbody>
</table>

### Notes:
1. Delivery Schedule: Material required by NIB – 15 days from the date of receipt of Supply order. Delivery offered by suppliers- …… days/week.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. Destination of material: National Institute of Biologicals, 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 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
5. “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, GST, Freight etc.

Total bid price in fig ____________________

In words ____________________

Tender No: Q/NIB/19-20/289

Signature of Bidder ____________________

Place: ____________________

Date: ____________________

Business address ____________________

*Taxes if not mentioned may be treated as inclusive
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. ..............................................
............................................................................................................................ 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: ...........................................

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.