TENDER DOCUMENT

FOR

LABORATORY EQUIPMENT

E-Tender No. Q/NIB/19-20/157

NATIONAL INSTITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare)

GOVERNMENT OF INDIA.


Phone: 91 120-2400022, 2400072. Fax: 2403014, 2402865. E-mail:

info@nib.gov.in  www.nib.gov.in
E-TENDER ENQUIRY

Ref: Q/NIB/19-20/157
Dated: 29.01.2020

Pre-Bid Meeting: 05.02.2020 at 11:00AM
Due Date of online submission: 18.02.2020, Due Time: 15:30 Hours
Online Tender opening date & Time: 18.02.2020, Due Time: 16:00 Hours onwards

To:

Sub: Tender Enquiry for Lab equipment.

SIR,

I am directed to enclose herewith e-Tender Documents with the request to submit the most competitive offer for supply/placing/fixing of following items as per Technical Specifications, General Conditions of Contract and other conditions specified in the enclosed document.

<table>
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<th>Item No.</th>
<th>Description of Material</th>
<th>Qty. (Nos.)</th>
<th>EMD (Rs.)</th>
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<td>1</td>
<td>Microplate Spectrophotometer</td>
<td>01</td>
<td>12000/-</td>
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<td></td>
<td>Total</td>
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<td>12000/-</td>
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NOTE: Pre-Bid Meeting will be held at NIB, NOIDA on 05. 02. 2020 at 11:00 AM

1. Single Bid System: Not applicable
2. Two Bid System: (1) The offer should be submitted online (https://nib.euniwizarde.com). 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.
(2) The price bid (To be filled up in the proforma, signed, stamped, scanned to pdf mode & attach under Price Bid) and should be submitted online in XLS format. Price- Bid of technically qualified bidder/s will be opened.

3. Earnest Money  
i) EMD in the form of Demand Draft in the name of “National Institute of Biologicals” Payable at Noida/ New Delhi. Tenderer to bear exchange rates fluctuation at the time of refund, if any.

OR

ii) EMD in the form of Bank Guarantee in the prescribed format enclosed. Any deviation in the proforma is not acceptable. The bank guarantee should be from any Indian Bank or Foreign Bank having branch in India on Non-judicial stamp paper of value commensurate with EMD amount as per norms. The issuing branch of bank shall be situated in India. Bank Guarantee/ Demand Draft are to be enclosed along with “Technical-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:

NAME OF THE BANK : BANK OF BARODA, SECTOR 29, BANK NOIDA(UP)  
NAME : NATIONAL INSTITUTE OF BIOLOGICALS  
S.B. ACCOUNT : 26290100001774  
IFSC CODE : BARB0NOIDAX (5th digit is zero)

EMD deposited through NEFT/RTGS must be transferred before the due date of submission of the bid/tender. Intimation should be sent through email to Procurement Section: q.wasiuddin@nib.gov.in and CC to Finance Section: sksharma@nib.gov.in

4. Validity of offer : Offer should be valid for **120 days** from due date of opening Tender.

Tenderer to submit the following (also specified in the Instruction to the Bidders)

1. Tenders not accompanied with the requisite EMD or with EMD of inadequate value are liable to be rejected summarily.

2. Price Schedule be given as per the prescribed form & shall submit in time.
3. * Copy of GST certificate duly self-attested.
4. * Current valid certificate of registration including its annexure, in case, registered with SSI / MSME / NSIC etc.

* **Not applicable for foreign bidders.**
*** Telex/ Telegraphic / Fax offers shall not be accepted.***

Supply of items shall be in single lot or as per requirement of this Institute so as to enable the Institute to increase or decrease the tender quantity at the time of ordering.

Normally, deviation to our General Terms & Conditions is not acceptable. However in case of any deviation the same should be indicated clearly at Section-XI.
Bidders to confirm to all our Technical Specifications. All Data Sheets and annexures to the Tender to be filled in and one copy of all specifications to be duly signed and stamped as a token of your acceptance to confirm to our specifications. In case of any deviations the same should be clearly indicated at Section-XI.

National Institute of Biologicals reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. National Institute of Biologicals also reserves its right not to accept the lowest rates quoted by the tenderers and to allow to the Public Enterprises / MSME purchase preference facilities as admissible under the existing policy of the Government.

**Incomplete tenders which are not accompanied with all the required Documents and Conditional Tenders are liable for rejection without assigning any reason thereof.**

The Technical-Bids shall be opened online on the due date & time mentioned in the Tender Notice. The price-bid of only tenderers whose offers are found technically suitable shall be opened subsequently.

Yours faithfully,

(W.Z. QUAZI)
Procurement Officer

**ENCLOSURES:**
1. Terms & Specifications as per Section Index.
SCHEDULE OF E-TENDER FOR LAB EQUIPMENT

E-Tender No. Q/NIB/19-20/157

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SECTION – I: INSTRUCTION TO BIDDERS

A. INTRODUCTION

National Institute of Biologicals is an apex autonomous scientific institution under the administrative control of Ministry of Health & Family Welfare, Govt. of India, engaged in quality control of vaccines, Blood & Blood Products and therapeutic and diagnostic biologicals that are either indigenously produced or imported into the country for safe human application.

1. Source of Funds

NIB receives fund from Indian Council of Medical Research (ICMR), New Delhi for project work.

Payment by the Institute will be made only at the request of the supplier and upon approval by the Institute in accordance with the terms and conditions of the supply order, and will be subject in all respects to the terms and conditions of the agreement.

2. Eligible Bidders

This invitation for bids is open to all suppliers/manufactures/authorized dealers in India and abroad.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Govt.

3. Eligible goods and services

3.1 All goods and ancillary services to be supplied under the contract shall mention the origin and source of the countries.

3.2 For the purposes of this clause, “origin” means the place where the goods are mined, grown or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the bidder.

4. Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and submission of its bid
And NIB, hereinafter referred to as “the Purchaser” will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5 Content of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:

(a) Instruction to Bidders
(b) General Conditions of Contract (GCC)
(c) Special Conditions of Contract (SCC)
(d) Other General Conditions
(e) Qualification criteria
(f) Technical Specifications
(g) Bid form and price schedules
(h) Bid Security form
(i) Contract form
(j) Performance Security form
(k) Performance statement form
(l) Manufacturer’s authorization forms
(m) Check List

5.2 The bidder is expected to examine all instructions, forms, terms, and specification of the bidding documents, failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or through fax at the purchaser’s mailing address indicated in the invitation for bids. The purchaser will respond in writing to any request for clarification of the bidding documents, which is received 5 days before the deadline for submission of bids prescribed by the purchaser. Written copies of the purchaser’s response will be sent to all prospective bidders who have received the bidding documents.

6.2 Pre Bid Meeting: Pre Bid Meeting will be held on 05.02.2020 At 11.00AM at National Institute of Biologicals, A-32, Institutional Area, Sector – 62, Noida – 201309. Bidder may seek clarification during the meeting, however for any amendment they need to submit their requirement in writing.
7. **Amendment of Bidding Documents**

7.1 At any time before the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents through amendment.

7.2 Any amendment in bid Document will be notified on NIB website only, bidder needful needs to visit NIB website time to time. The Institute will not be responsible for not knowing of such amendment / corrigendum.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser, at its discretion, may extend the deadline for the submission of bids.

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**C. PREPARATION OF BIDS**

8. **Language of bid** – The bidder shall use Hindi and English for all correspondence with the purchaser.

9. **Documents Comprising the Bid**

9.1 The bidder shall submit his technical bid online separately. The technical bid shall comprise of Technical specification of the equipment(s), EMD and the check list which is annexed along with Other General conditions. The price bid should be submitted online. Both the technical and price bid shall be submitted online with Tender No., due date of opening and item name.

10. **Bid Form**

10.1 The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents indicating the goods to be supplied, and a brief description of the goods, their country of origin quantity and prices.

11. **Bid Prices**

11.1 The bidder shall indicate in the price schedule the unit prices and total bid prices of the goods, it proposes, to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and GST and other taxes already paid or payable.
a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

ii) Any Indian duties, GST and other taxes which will be payable on the goods if this contract is awarded; Institute having DSIR Certificate may be consider for any concessional duties.

iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

iv) The price of other incidental services listed in clause 6 of the special conditions of the contract.

11.3 Fixed Price: Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12 Bid Currencies

12.1 Prices shall be quoted in Indian Rupees in case of National Tender and International currency in case of Global tender.

13 Documents Establishing Bidder’s Eligibility and Qualifications

13.1 The bidder shall furnish, as part of its bid, documents establishing the bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the bidder’s qualifications to perform the contract if its bid is accepted, shall establish to the purchaser’s satisfaction:

(a) That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods” Manufacturer or producer to supply the goods in India.

(b) That the bidder has the financial, technical, and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements specified in section IV. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.
(ii) Details of experience and past performance of the bidder on supply of said equipment and on those of similar nature within the past five years and details of current contract in hand and other commitments.
(iii) Self-attested copies of GST registration certificate and PAN Card.
(iv) List of Clients, along with the similar type of equipment’s order copies.

(c) Alternative bids will not be considered.

14 Documents Establishing Goods Eligibility and Conformity to Bidding Documents
The Bidder shall furnish, as part of bid, establishing the eligibility and conformity to
the bidding documents of all goods and services which the Bidder proposes to supply
under the contract.

14.1 The documentary evidence of the goods and services eligibility shall consist of a
statement in the Price Schedule about the country of origin of the goods and services
offered which shall be confirmed by a certificate from the country/port of origin at the
time of shipment if applicable.

14.2 The documentary evidence of conformity of the goods and services to the bidding
documents may be in the form of literature, drawings and data, and shall consist of:-

(a) a detailed description of the essential technical and performance characteristics of
the goods:

(b) a list giving full particulars, including available sources and current prices, of
spare parts special tools etc., necessary for the proper and continuing functioning
of the goods for a period of two years, following commencement of the use of the
goods by the Purchaser, and

(c) An item-by-item commentary on the Purchaser’s Technical Specifications
demonstrating substantial responsiveness of the goods and services to those
specifications or a statement of deviations and exceptions to the provisions of the
Specifications (Please refer to checklist annexed).

14.3 For purposes of the commentary to be furnished pursuant to above the Bidder shall
note that standards for workmanship, material and equipment, and references to
brand names or catalogue numbers designated by the Purchaser in its Technical
Specifications are intended to be descriptive only and not restrictive. The Bidder may
substitute alternative standards brand names and or catalogue numbers in its bid,
provided that it demonstrates to the Purchaser’s satisfaction that the substitutions
ensure substantial equivalence to those designated in Technical Specification.

15 Bid Security /EMD

The Bidder shall furnish as part of its bid a bid security in the form of a Demand Draft
in favor of, “National Institute of Biologicals” from a Schedule Bank or Bank
Guarantee as per the format enclosed in Section VI. The Bank Guarantee issuing
branch should be situated in India and it should remain valid for a period of 60 days
beyond the time of bid validity period. The Bid Security/ 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:-
EMD deposited through NEFT/RTGS must be transferred before the due date of submission of the bid/tender. Intimation should be sent through email to Procurement Section with CC to Finance Section: sksharma@nib.gov.in

NO CHEQUE WILL BE ACCEPTED. In the event of the withdrawal /revocation of tenders before the date specified for acceptance, earnest money shall stands forfeited. The earnest money will however, be returned without interest to tenderers whose tender is not accepted.

The tenderer who’s EMD has been deposited by RTGS, must attach the transaction details/ evidence along with their bid. Otherwise, the bid will be rejected. Demand Draft/RTGS details (UTR No.) are to be mentioned in the “Technical-Bid” only.

15.1 The bid security is required to protect the purchaser against the risk of Bidder’s Conduct which would warrant the security’s forfeiture, in the event bidder’s failure to honor the order and subsequent failure to supply the goods.

15.2 The bid security shall be in Indian Rupees and shall be in the form of a Demand Draft/Bank Guarantee from a Scheduled Bank payable at Delhi/NOIDA/ NEFT/RTGS.

15.3 Any bid not accomplished by Bid security will be treated as non-responsive and rejected by the Institute.

15.4 MSME eligible for exemption of Bid Security will be considered as per guidelines of the Govt.

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

15.6 The successful bidder’s bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.

15.7 The bid security may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or

(b) In case of a successful bidder, if the bidder fails;
(i) to acknowledge the receipt of the supply order

(ii) To furnish performance security as may be prescribed by the purchaser which shall be 10% of the Purchase order price.

16 Period of Validity of Bids

16.1 Bids shall remain valid for 120 days from the date of bid opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

16.2 In exceptional circumstances, the purchaser may solicit the bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or through fax). The bid security provided shall also be suitably extended. A bidder granting the request will not be required nor permitted to modify its bid.

16.3 Bid evaluation will be based on the bid prices without taking into consideration the above.

17 Format and Signing of Bid

17.1 The bid shall be typed or signed by the bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or person signing the bid.

D. SUBMISSION OF BIDS

18 Participation in E-Tender

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.

The price bid (To be filled up in the proforma, signed, stamped, scanned to pdf mode & attach under Price Bid) and should be submitted online in XLS format. Price- Bid of technically qualified bidder/s will be opened.

19 Deadline for submission of Bids

19.1 Bids must be submitted online not later than the time and date specified in the e tender document. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the appointed time on the immediate next working day.
19.2 The purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents accordingly and, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. **Modification and withdrawal of Bids**

20.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification or withdrawal is received by the purchaser before the closing date prescribed for submission of bids.

20.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by cable or fax but should invariably be followed by a signed confirmation copy, not later than the deadline for submission of bids.

20.3 No bid may be modified subsequent to the deadline for submission of bids.

20.4 No bid may be withdrawn in the intervening period between the deadline for submission of bids and the expiry period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this intervening period may result in the bidder’s forfeiture of its bid security.

E. **BID OPENING AND EVALUATION OF BIDS**

21 **Opening of bids by the purchaser**

21.1 The Purchaser will open all bids online. In the event of the specified date of Bid opening being declared a holiday, the bids shall be opened online at the appointed time and location on the immediate next working day.

21.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate, will be displayed online. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidders.

21.3 Bids that are not opened online shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22 **Clarification of Bids**

22.1 During evaluation of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
23 Preliminary Examination

23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from agents, without proper authorization from the manufacturer shall be treated as non-responsive.

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

23.3 The purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

23.4 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, force Majeure, applicable law and Taxes and duties will be deemed to be a material deviation. The purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23.5 If a bid is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

24 Evaluation and Comparison of Bids

24.1 The purchaser will evaluate and compare the bids which have been determined to be substantially responsive, for each item separately. Bid offering quantity less than the quantity specified for each item will not be considered for evaluation.

24.2 The Purchaser’s evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

24.3 The purchaser’s evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the
following factors, in the manner and to the extent indicated in the Technical specifications:

- Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination:

- Delivery schedule offered in the bid;
- Deviations in payment schedule from that specified in the special conditions of contract;
- The availability in India of spare parts and after-sales services for the goods / equipment offered in the bid:

24.4 One or more of the following evaluation methods will be applied:

(a) **Inland Transportation, ex-factory/from port-of-entry.**

*Insurance and Incidents:*

(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination.

The above costs will be added to the bid price.

(b) **Delivery schedule:**

(i) The purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the schedule of requirements (i.e. 4 weeks) the estimated time of arrival of the goods at the purchasers place should be calculated for each bid after allowing for reasonable transportation time. No credit will be given to earlier deliveries and bids offering delivery beyond 1 (one) months of stipulated delivery period will be treated as unresponsive.

(c) **Spare Parts and After Sales Service Facilities in India:**

The cost to the purchaser of establishing the minimum service facilities and parts inventories as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

25 **Contacting the Purchaser**

25.1 No bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, they should do so in writing.

25.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder’s bid.
F. AWARD OF CONTRACT

26 Post-qualification

26.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified and is qualified to perform the contract satisfactorily.

26.2 The determination will take into account the bidder’s financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder’s qualification submitted by the bidder, as well as such other information as the purchaser deems necessary and appropriate.

26.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder’s capabilities to perform the contract satisfactorily.

27 Award Criteria

27.1 The purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

28 Purchaser’s right to vary quantities at time of Award

28.1 The purchaser reserves the right at the time of contract award to increase or decrease by up to 25 percent the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other term and conditions.

28.2 The Purchaser also reserves the right to split the order quantity or order total quantity to more than one bidder as per the requirement.

29 Purchaser’s Right to Accept Any Bid and to reject any or All Bids

29.1 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders or the grounds for the purchaser’s action.
30 Notification of Award

30.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter that its bid has been accepted.

30.2 The notification of award will constitute the formation of the Contract.

30.3 Upon the successful bidder’s furnishing of performance security, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security.

31 Signing of Contract

31.1 At the same time as the purchaser notifies the successful bidder that its bid has been accepted the purchaser will send the bidder a Supply Order describing the goods to be received and acknowledged affirmatively by the bidder.

32 Performance Security

32.1 Within 15 days of the receipt of supply order from the purchaser, the successful bidder shall furnish the performance security equivalent to 10% of the total contract value in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the purchaser.

32.2 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

33 Corrupt or Fraudulent Practices

33.1 The purchaser requires that suppliers / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser:

(a) Defines, for the purposes of this provision, the terms set forth as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Section – II: GENERAL CONDITIONS OF CONTRACT

1. Definitions of Similar Work: Supply & Installation of Lab Equipment in Clean Lab (Biological Lab etc.)

1.1 In this contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) “The Contract Price: means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;

(c) “The Goods” means all the equipment, machinery, and/or other materials which the supplier is required to supply to the purchase under the contract;

(d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract;

(e) “GCC” means the General Conditions of Contract contained in this section

(f) “SCC” means the Special Conditions of Contract.

(g) “The purchaser” means the National Institute of Biologicals, NOIDA (in short NIB).

(h) “The Purchaser’s country” is India.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “Day” means calendar day.
2. **Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. **Country of Origin**

3.1 All goods and services supplied under the contract shall have their origin of countries and territories.

3.2 For purposes of this clause “origin” means the place where the goods are mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the supplier.

4. **Standards**

4.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods country of origin and such standards shall be the latest issued by the concerned institution.

5. **Use of Contract Documents and information**

5.1 The supplier shall not, without the purchasers prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchasers prior written consent, make use of any document or information enumerated in GCC clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the contract itself, enumerated in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.

5.4 The supplier shall permit purchaser to inspect the supplier’s accounts and records relating to the performance of the supplier.

6. **Patent Rights.**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.
7  Performance Security

7.1 Within 15 days of receipt of Supply Order, the supplier shall furnish performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

7.3 The performance security shall be denominated in Indian rupees/foreign currency and shall be in one of the following forms:

(a) A Bank Guarantee, issued by a nationalized/scheduled bank located in India or in the form provided in the bidding documents or another form acceptable to the purchaser; or demand draft from a Nationalized Bank in favor of, National Institute of Biologicals, payable at NOIDA/Delhi

7.4 The performance security will be discharged by the purchaser and returned to the Supplier not later than 30 days following the date of completion of the supplier’s performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8 Inspections and Tests

8.1 The purchaser or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specification at no extra cost to the purchaser. SCC and the Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractors, at point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

8.3 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the purchaser.

8.4 The purchasers' right to inspect, test and, where necessary reject the goods after the goods arrival at project site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.

8.5 Nothing in GCC clause 8 shall in any way release the supplier from any warranty or other obligations under this contract.

9. Packing
The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their formal destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.

10. **Delivery and Documents**

10.1 Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the purchaser in the Supply Order.

10.2 The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

10.4 Normally contractors shall not be allowed to work beyond office hours at night. Work at night/ in holidays shall however, be allowed with prior 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.

11. **Insurance**

11.1 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. **Transportation**

12.1 Where the supplier is required under the contract to transport the goods to a specified place of destination within India defined transport to such place of destination in India including insurance, as shall be specified in the supply order, shall be arranged by the supplier, and the related cost shall be included in the contract price.

13. **Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
(a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied goods;

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchasers personnel, at the suppliers plant and/or on-site, in assembly, startup, operation, maintenance and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the supplier for similar services.

14   Spare Parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactures or distributed by the supplier;

(a) Such spare parts as the purchaser may elect to purchase from the supplier, providing that this election shall not relieve the supplier of any warranty obligation under the contract; and

(b) In the event of termination of production of the spare parts:

   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15.   Warranty

15.1 The supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may
develop under normal use of the supplied goods in the conditions prevailing in the
country of final destination.

15.2 This warranty shall remain valid for 12 months after the goods or any portion thereof as
the case may be, have been delivered to and accepted at the final destination indicated
in the contract, or for 18 months of respective equipment after the date of shipment
from the place of loading whichever period concludes earlier, unless specified
otherwise in the SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under
this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and
with all reasonable speed, repair or replace the defective goods or parts thereof,
without cost to the purchaser other than, where applicable, the cost of inland delivery
of the repaired or replaced goods or parts from ex-works or ex-factory or ex-
showroom to the final destination.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period (15
days), the purchaser may proceed to take such remedial action as may be necessary, at
the supplier’s risk and expense and without prejudice to any other rights which the
purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract
all be specified in the SCC.

16.2 The supplier’s request(s) for payment shall be made to the Purchaser in writing,
accompanied by an invoice describing, as appropriate, the goods delivered and the
services performed, and by documents, submitted pursuant to GCC clause 10, and
upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser within 30 (Thirty) days after
submission of the invoice or claim by the supplier.

16.4 Payment shall be made in Indian Rupees unless otherwise stated in Special terms and
condition of the Contract (SCC).

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the
contract shall not vary from the prices quoted by the supplier in its bid, with the
exception of any price adjustments authorized in SCC or in the purchaser’s request for
bid validity extension, as the case may be.
18. Change Orders

18.1 The Purchaser may at any time, by written order given to the supplier pursuant to GCC clause 31, make changes within the general scope of the contract in any one or more of the following:

(a) drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;

(b) the method of shipping or packing;

(c) the place of delivery; and/or

(d) the services to be provided by the supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s receipt of the purchaser’s change orders.

19. Contract Amendments

19.1 Subject to GCC clause 18, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the prior written consent of the NIB.

21. Subcontracts

21.1 The supplier shall notify the NIB in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21.2 Subcontracts must comply with the provisions of GCC clause 3.

22. Delays in the supplier’s performance

22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the schedule of Requirements.
22.2 If at any time during performance of the contract, the supplier or its sub-contractors should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the NIB in writing of the fact of the delay, its likely duration and its clause(s). As soon as practicable after receipt of the supplier’s notice, the NIB shall evaluate the situation and may, at its discretion, extend the supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

22.3 Except as provided under GCC clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC clause 23, unless an extension of time is agreed upon pursuant to GCC clause 22.2 without the application of liquidated damages.

23 Liquidated Damages

23.1 Subject to GCC clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC clause 24.

24. Termination for Default

24.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 22; or

(b) If the supplier fails to perform any other obligation(s) under the contract.

(c) If the supplier, in the judgment of the purchaser has engaged in corrupt or, fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the...
Borrower, and includes collusive practice among bidders (prior to or after bid Submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to GCC clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the NIB for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC clauses 22, 23, 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

26.1 The NIB may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. **Termination for Convenience**

27.1 The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser’s convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
27.2 The goods that are complete and ready for shipment within 30 days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

(a) to have any portion completed and delivered at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

28. Resolution of Disputes

28.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC clause 30, English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contracts which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, etc., incurred until delivery of the contracted goods to the NIB.
32.2 This Institute is registered with Department of Scientific & Industrial Research (DSIR) for the purpose of availing duty exemptions for goods imported duty-free under the provision of Government Notification No.51/96-Customs dated 23.7.1996 and domestic purchase made duty free under the provision of Notification No.10/97Central Excise dated 01.3.1997. The Certificate can be provided with order copy. Quotations should clearly indicate Custom Duty/Excise duty applicable under these exemptions provision.
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special conditions of contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein (SCC) shall prevail over to those in the General Conditions of Contract. The corresponding clause number of the general conditions is indicated in parentheses.

The reference of ‘equipment” mentioned in tender document to read as ‘goods”.

1. **Performance Security (GCC clause 7)**

   1.1 Within 15 days after the supplier’s receipt of Notification of Award, the supplier shall furnish Performance Security to the NIB in shape of Bank Guarantee (on Format given in Section-VIII) or Demand Draft for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

   1.2 Substitute clause 7.4 (b) of the GCC by the following:

   The Performance security will be discharged by the purchaser and returned to the supplier not later than 60 days following the date of completion of the supplier’s performance obligations, including the warranty obligation, under the contract.

   1.3 Add as clause 7.5 to the GCC the following:

   In the event of any amendment in the contract, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rending the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2. **Inspection and Tests (GCC clause 8)**

   GCC 8.6 Inspection and Tests prior to shipment of goods and at final acceptance are as follows:

   The supplier shall get goods inspected in manufacturer’s works and submit a test certificate and also guarantee/warranty certificate that the goods conforms to laid down specifications.

   The NIB or its representative may inspect and/or test any or all item of the goods to confirm their conformity to the contract, prior to dispatch from the manufacturer’s premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the furniture or receipt at destination. In the event the manufacturer’s premises are outside India, the Purchaser may waive pre-dispatch inspection.

   If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.
3. **Packing (GCC clause 9)**

Add as clause 9.3 of the GCC the following

**Packing Instructions:** The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Project  
ii) Contract No.  
iii) Country of Origin of Goods  
iv) Suppliers name and  
v) Packing list reference number.

4. **Delivery and Documents (GCC clause 10)**

Upon delivery of the goods, the supplier shall notify the purchaser and the insurance company by cable/fax the full details of the shipment including contract number, Railway/Carrier Receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) 2 copies of the supplier invoice showing contract number, goods description, quantity, unit price, total amount;

(ii) Acknowledgment of receipt of goods from the consignee(s);

(iii) Insurance certificate;

(iv) Manufacturers/suppliers warranty certificate;

(v) Inspection certificate issued by the nominated inspection agency, and the supplier’s factory inspection report; and (vi) Certificate of origin.

The above documents shall be received by the NIB before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

5. **Insurance (GCC clause 11)**

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods (for supply within India) and 140% (for supply from overseas) from “warehouse to warehouse” (final destinations) on “all Risks” basis including Strikes.

6. **Incidental Services (GCC clause 13)**

The following services covered under clause 13 shall be furnished and the cost shall be included in the contract price:

(a) Furnishing of a detailed operations and maintenance manual for each appropriate unit of supplied Equipment/Goods;
7. **Spare Parts (GCC clause 14) – Not applicable** Add as clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods for the successful maintenance and operation of the equipment. Other spare parts and components shall be supplied as promptly as possible but in any case within two weeks of placement of order.

8. **Warranty (GCC clause 15)**

(i) Substitute clause 15.2 of the GCC by the following:

This warranty shall remain valid as below mentioned details for items after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, and installed at site.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Material</th>
<th>Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Microplate Spectrophotometer</td>
<td>36 months</td>
</tr>
</tbody>
</table>

(ii) Substitute clause 15.4 of the GCC by the following:

“Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts / goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts / goods thereafter.

(iii) GCC clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 15 days.

(iv) If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

(v) During Warranty period, the supplier is required to visit at each consignee’s site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.

(vi) The Purchase/Consignee reserve the rights to enter into Annual Maintenance Contract/CMC between Consignee and the Supplier for the period as mentioned in Section XVI, Technical Specifications after the completion of warranty period.

(vii) The supplier along with its Indian Agent and the AMC/CMC provider shall ensure continued supply of the spare parts for the machines and equipment’s supplied by them to the purchaser for 10 years from the date of installation and handing over.

9. **Payment (GCC clause 16)**

Payment for goods and services shall be made in Indian Rupees as follows:
(i) **Advance Payment:** No Advance payment will be made against this Contract.

(ii) **On delivery:** Indigenous supply - 80% (eighty percent) of the contract price shall be paid on receipt of goods and upon submission of the documents specified in SCC clause 6 above. Receipt of goods shall mean all ordered items in full quantity delivered at final destination and inspected.

(iii) **Overseas Supply** – 80% against irrevocable Letter of Credit. All bank charges outside India shall be on beneficiary account and all bank charges in India on purchaser account. Confirmed L/C if required, expenses shall be on beneficiary account.

(iv) **On final Acceptance:** the remaining 20% (twenty percent) of the contract price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the purchaser’s representative for the respective delivery/installation / fixing & testing at site.

10 **Prices (GCC clause 17)**

GCC 17.1 Price payable to the supplier as stated in the contract shall not be subject to adjustment during performance of the contract.

11 **Sub-contracts (GCC clause 21)**

Sub-contract shall be only for bought-out items and sub-assemblies

12. **Liquidated Damages (GCC clause 23)**

12.1 **For delays:**

GCC clause 23.1 – The applicable rate is 1% (one) per week or part thereof and subject to the maximum deduction is 10% (ten) of the total contract value inclusive taxes

13. **Resolution of Disputes (Clause 28)**

Add as GCC clause 28.3 the following:

28.3 The dispute resolution mechanism to be applied pursuant to GCC clause 28 shall be as follows:

(a) In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the arbitration and conciliation act, 1996. The arbitrate tribunal shall consist of 3 arbitrators one each to be appointed by the purchaser and the supplier. The third Arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Ministry of Health & Family Welfare.
(b) Arbitration proceedings shall be held at the New Delhi/NOIDA, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English & Hindi.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc, of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

14. **Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the purchaser and supplier.

**Purchaser:** Director, National Institute of Biologicals, A-32, Sector-62 NOIDA-201309.

**Supplier:** (To be filled in at the time of contract signature)

**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. Latest MSME Notification No. S.O 5670(E) dated 9th November 2018 shall prevail.

**SECTION IV: QUALIFICATION CRITERIA**

15. The bidder or the manufacturer whose product is offered by the authorized agent must have manufactured and supplied satisfactorily similar equipment of the type specified in each schedule of requirements to the extent of at least 25% of the quantity indicated in the Tender Enquiry in any one of the last five calendar years and should be in use satisfactorily with no adverse report for at least two years on the date of bid opening.

16. The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given under section – IX.

17. Bidder shall invariably furnish documentary evidence (Client’s certificate) in support of the satisfactory operation of the equipment as specified above.
18. The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period. In support of this the bidder should furnish audited statement of last three years.

19. The product is offered by foreign manufacturers or their authorized agent who is offered the product on behalf of their foreign manufacturer must quote in foreign currency only otherwise their bid will not be considered.

SECTION V
BID FORM

To: (Name and address of purchaser)

Gentlemen and / or Ladies:

Having examined the Bidding Documents including Addenda Nos ……..(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ………………….(Description of goods and services) in conformity with the said bidding documents for the sum of ………………….(Total bid amount in word and figures) or such other sums as may be ascertained in accordance with the Schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 (ten) percent of the contract price for the due performance of the contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 120 (one hundred twenty) days after the date fixed for bid opening under clause 22 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal Supply Order/Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of agent</th>
<th>Amount in Rupees</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(if none, state “none”).

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this …………… Day of ……………… 20 ….

______________________________

(signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of
SECTION - V

(On Non-Judicial Stamp Paper appropriate value)

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 (45) 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
## SECTION - VI TECHNICAL SPECIFICATION FOR LABORATORY EQUIPMENT

### 1 SPECIFICATION FOR MICROPLATE SPECTROPHOTOMETER

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Technical &amp; other Features</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Spectrophotometer</td>
<td>Monochromator-based micro plate spectrophotometer Performs Nucleic acid and protein direct quantification, Biologicals research applications, Cytotoxicity and Cell proliferation assay, End point or kinetic ELISA</td>
</tr>
<tr>
<td>2.</td>
<td>Applications</td>
<td>Nucleic acid quantification, Protein analysis, Spectral analysis Chlorimetric assay, EIA/ELISA, Drug dissolution profiles, Biologicals research, Cytotoxicity assay, Cell proliferation assay.</td>
</tr>
<tr>
<td>3.</td>
<td>Read Mode</td>
<td>Endpoint, Kinetic, spectral scanning and well-area scanning</td>
</tr>
<tr>
<td>4.</td>
<td>Data analysis reduction</td>
<td>Includes; multilevel transformations, cutoff, validation formulas &amp; flexible reading modes for variety of applications. Read modes Basic endpoint, curve fitting, Kinetic assays, automated subtraction of blank reading</td>
</tr>
<tr>
<td>5.</td>
<td>Wavelength range</td>
<td>200-999nm</td>
</tr>
<tr>
<td>6.</td>
<td>Light Sources</td>
<td>Xenon Flash Lamp</td>
</tr>
<tr>
<td>7.</td>
<td>Wavelength selection</td>
<td>Monochromator, selectable in 1nm or grater increments</td>
</tr>
<tr>
<td>8.</td>
<td>Path length Correction</td>
<td>Path length correction automatically normalizes well absorbance to standard cuvette equivalent path length of 1cm for direct quantification</td>
</tr>
<tr>
<td>9.</td>
<td>Temperature control</td>
<td>Ambient +4°C to 65°C with condensation control</td>
</tr>
<tr>
<td>10.</td>
<td>Shaking</td>
<td>Orbital, Double orbital and linear</td>
</tr>
<tr>
<td>11.</td>
<td>Absorbance range</td>
<td>0.000 to 4.000 OD</td>
</tr>
<tr>
<td>12.</td>
<td>Wavelength Accuracy</td>
<td>± 2nm</td>
</tr>
<tr>
<td>13.</td>
<td>Wavelength Repeatability</td>
<td>± 0.2nm</td>
</tr>
<tr>
<td>14.</td>
<td>Monochromator Bandwidth</td>
<td>&lt;3.0nm</td>
</tr>
<tr>
<td>15.</td>
<td>OD Linearity</td>
<td>&lt;1% from 0 to 2.5OD</td>
</tr>
<tr>
<td>16.</td>
<td>OD Accuracy at 2.0 OD</td>
<td>1%</td>
</tr>
<tr>
<td>17.</td>
<td>OD Accuracy at 2 to 2.5 OD</td>
<td>&lt;3%± 0.010OD</td>
</tr>
<tr>
<td>18.</td>
<td>OD Repeatability</td>
<td>&lt;0.5% at 2.0OD</td>
</tr>
<tr>
<td>19.</td>
<td>Stary Light:</td>
<td>0.05% @230nm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>20.</td>
<td>Minimum volume for analysis</td>
<td>Compatible with Multi-Volume plate for 2 to 5 ul measurement</td>
</tr>
<tr>
<td>22.</td>
<td>Reading speed</td>
<td>96 wells to 384 wells read within 8 to 15 seconds.</td>
</tr>
<tr>
<td>23.</td>
<td>Computer &amp; Printer</td>
<td>Latest version of computer and printer (both side printed option)</td>
</tr>
<tr>
<td>24.</td>
<td>Computer Connectivity</td>
<td>USB 2.0 ports for computer control</td>
</tr>
<tr>
<td>25.</td>
<td>Dimensions (in inch.)</td>
<td>15(H) X 25(W) X 15(D)</td>
</tr>
<tr>
<td>26.</td>
<td>Weight</td>
<td>Maximum 15kg</td>
</tr>
<tr>
<td>27.</td>
<td>Power Source</td>
<td>100-240V AC at 50-60Hz</td>
</tr>
<tr>
<td>28.</td>
<td>Regulatory</td>
<td>Equipment should be FDA/CE/TUV/UL and RoHS approved product.</td>
</tr>
<tr>
<td>29.</td>
<td>Demonstration</td>
<td>The vendor should demonstrate the relevant function of equipment at NIB.</td>
</tr>
<tr>
<td>30.</td>
<td>Installation</td>
<td>Company should provide onsite validation (IQ, OQ, PQ) for Timer &amp; output device along with Validation documents in English and Operating/ Instruction manual in English.</td>
</tr>
<tr>
<td>31.</td>
<td>Manufacturing</td>
<td>All accessories and parts of the equipment manufactured by same/ single manufacture.</td>
</tr>
</tbody>
</table>
SECTION - VII: CONTRACT FORM

THIS AGREEMENT made the ……..day of…………………….. 19 …..Between …….. (Name of purchaser) of ………….. (Country of Purchaser) (Hereinafter “the Purchaser”) of the one part and …………….. (Name of supplier) of ……………… (City and Country of Supplier) (Hereinafter called “the supplier”) of the other part:

WHEREAS the Purchaser is desirous that certain goods and ancillary services viz. (Brief Description of goods and services) and has accepted a bid by the supplier for the supply of those goods and services in the sum of …………………… (Contract price in words and figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.;

   (e) the Bid Form and the Price Schedule submitted by the bidder;
   (f) the schedule of requirements;
   (g) the Technical Specifications;
   (h) the General conditions of contract; (i) the Special Conditions of Contract; and
   (j) the purchaser’s notification of Award.

3. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

<table>
<thead>
<tr>
<th>SI. No.</th>
<th>DESCRIPTION OF GOODS &amp; SERVICES</th>
<th>QUANTITY TO BE SUPPLIED</th>
<th>UNIT</th>
<th>TOTAL PRICE</th>
<th>DELIVERY TERMS</th>
</tr>
</thead>
</table>

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ........................................... (for the purchaser)

In the presence of ............................

Signed, Sealed and Delivered by the

Said ........................................... (for the supplier)

In the presence of .............................
Section VIII-PROFORMA OF BANK GUARANTEE (PERFORMANCE)

To
National Institute of Biologicals,
A-32, Institutional Area,
Sector-62, NOIDA-201309
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) ____________________________ 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.
### SECTION – IX: PERFORMANCE STATEMENT

*Proforma for Performance Statement (for a period of last five years)*

Bid No .................Date of opening .................Time.................Hours.................

Name of the Firm _________________________________

<table>
<thead>
<tr>
<th>Order placed by (Full address of Purchaser)</th>
<th>Order No. and Date</th>
<th>Description and quantity of ordered equipment</th>
<th>Value of order</th>
<th>Date of completion of delivery</th>
<th>Remarks indicating reasons for late delivery, if any</th>
<th>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per contract</td>
<td>Actual</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Signature and seal of the Bidder _________________

________________________
SECTION - X

MANUFACTURERS AUTHORIZATION FORM

No._________ dated __________

To,
____________________
____________________
____________________

Dear Sir,

We _________________ who are established and reputable manufacturers of ___________ (name and description of goods offered) having factories at
_______________(address of factory) do hereby authorize M/s _______________ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 15 of the General Conditions of contract and clause 08 of the special conditions of contract for the goods and services offered for supply by the above firm.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.
**Section XI-PROFORMA FOR STATEMENT OF DEVIATIONS**

The following are the particulars of deviations from the requirements of the instructions to bidders as contained in the General conditions of Contract and the T/E specifications and terms and conditions :-

I. **STATEMENT OF DEVIATIONS FROM THE GENERAL CONDITIONS OF CONTRACT AND THE TENDER ENQUIRY TERMS AND CONDITIONS:**

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS</th>
</tr>
</thead>
</table>

II. **STATEMENT OF DEVIATIONS FROM THE TENDER ENQUIRY SPECIFICATION**

<table>
<thead>
<tr>
<th>SL.NO OF THE SPECIFICATION</th>
<th>DEVIATION</th>
<th>REMARKS</th>
</tr>
</thead>
</table>

_____________________________
SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

**NOTE:** Where there is no deviation the statement should be returned duly signed with an endorsement indicating “No Deviations”
### Section XII-CHECK LIST

BIDDERS SHOULD FURNISH SPECIFIC ANSWER TO ALL THE QUESTIONS GIVEN BELOW TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Question</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Enquiry No.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Whether the stores offered fully conform to the technical particulars and specification/drawings specified in the schedules to tender. If not whether the details of deviations have been mentioned in the Proforma for the statement of deviations. In case of compliance of Specification(s), respective page No. of manufacturer broacher/Manual should be mentioned by the bidder/tenderer in concerned specification sheet of equipments</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Brand of the stores offered</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Name and address of Manufacturer</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Place of Manufacture</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Please confirm whether the store(s) will be supplied with packing and marking clause stipulated in the tender enquiry</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Gross weight of the consignment and net weight of each item</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Details of the Permanent income Tax Account No. of foreign manufacturer and the Indian agent</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Whether registered with DGS&amp;D/Ministry of Health and Family Welfare as suppliers along with the foreign manufacturer, if so the details of the registration may be furnished</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>What is the status of the manufacturing unit</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Name and full address of the Banker to the foreign manufacturer and the Indian agent</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Whether you have supplied any such equipment's to other Institutions in the country in the last three years? If so, brief details and enclose copy of supply order.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Whether you have any business dealings with this Institute in the past?</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE OF THE TENDERER

……..Contd/
14. **Business name and the constitution of the firm/Indian agent:**

   Is the firm is registered under the (a) Indian Company Act (b) Indian Partnership Act (c) any other act. If not please give the full name(s) and address(es) of the owner(s)

15. **Whether the tendering firm is/are**
   a) Manufacturer
   b) Manufacturer’s authorized agent
   c) Holders in stock of the stores tendered for

   N.B : If manufacturer’s authorized agent please enclose with the tender the copy of manufacturer’s authorization/agency agreement

16. **If stores offered are manufactured in India, please state whether all the raw materials, components etc, used in the manufacturing are also produced in India. If not give details of the materials, components etc. that are imported and the break-up of the indigenous and imported components together with their value and proportion it bears to the total value of the store should also be given.**

17. **State whether raw materials are held in stock sufficient for the manufacture of the stores**

18. **Please indicate the stocks in hand at present time**
   (i) Held against this enquiry
   (ii) held by
   M/s. ................................................over
   Which you have secured an option

19. **Do you agree to the Sole Arbitration by the Secretary, Ministry of Health & Family Welfare/NIB or by some other person appointed by him as provided in the General Conditions of Contract? It should, however, be noted that an omission to answer the above will be deemed as an acceptance of the clause.**

20. **If Partnership firm please state whether the firm is registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :**
**SIGNATURE OF THE TENDERER**

| | a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.  
  
  b) If the answer to (a) above is in the negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to the arbitration.  
  
  c) If the answer to either (a) or (b) above is in the affirmative pleas furnish a copy of either the partnership agreement or the general power of attorney as the case may be.  

**N.B:**

1. Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.  

2. Where authority to refer disputes to arbitration has not been given to the partner signing the tender. The tenders must be signed by every partner of the firm.
Here state specifically;

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Whether the price tendered by you is to the best of your knowledge and belief, not more</td>
</tr>
<tr>
<td></td>
<td>than the price usually charged by you for stores of same nature/class or description to</td>
</tr>
<tr>
<td></td>
<td>any private purchaser either foreign or as well as Government Purchaser. If not state</td>
</tr>
<tr>
<td></td>
<td>the reasons thereof if any, also indicate the margin of difference.</td>
</tr>
</tbody>
</table>

SIGNATURE OF THE TENDERER

----------Contd/-

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<table>
<thead>
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<tbody>
<tr>
<td>b)</td>
<td>In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.</td>
</tr>
</tbody>
</table>

22. Are you:-

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Holding valid industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of industrial income Registration Certificate;</td>
</tr>
<tr>
<td>b)</td>
<td>Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position;</td>
</tr>
<tr>
<td>c)</td>
<td>Whether you possess the requisite license for manufacture of the stores and / or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.</td>
</tr>
</tbody>
</table>
23. Please indicate here prices on the following basis:-
   
   i. Net Ex-Factory Price
   ii. Net F.O.B./F.A.S price exclusive of the commission
   iii. F.A.S. Port of shipment of the principal/manufacturer price
   iv. F.O.B. Price
   v. C.I.F. Indian port Price
   vi. F.O.R. Station of Despatch price (also indicating the station of dispatch)
   vii. F.O.R. Destination Price

   Vendor to indicate basis of price quoted:

---

24. The quantum of agency commission payable to the Indian Agent in rupees as on the prevalent T.T Buying rate on the date of tender (also attach a copy of the enlistment certificate and the agency agreement indicating the quantum of agency commission payable to the Indian Agent.

25. In case of foreign firm quoting directly please indicate:-
   
   a) The name of the Indian Agent(s)/Associates(s) for after sale service in India.
   b) The quantum of the commission payable to the Indian agent along with copy of the agency agreement

---

SIGNATURE OF THE TENDERER

SIGNATURE OF THE BIDDER
SECTION – XIII: OTHER GENERAL CONDITIONS

1. Instrument/equipment shall have warrantee as mentioned in the SSC from the date of commissioning. During this period the suppliers shall repair the equipments at their own cost without any cost for manpower and travel to NIB.

2. The cost of Annual Maintenance Contract (AMC) and Comprehensive Maintenance Contract (CMC) for each instrument shall be offered up to 5 years, on the year to year basis beyond warranty/guarantee period. NIB reserves the right to take offered AMC / CMC for five or any less number of years. The quotation of AMC / CMC shall be (a) without spare parts (b) comprehensive with spares. Please refer to Section-XVI.

3. The cost of training if any required to handle the equipments should be borne by the supplier. They may organize this in consultation with NIB in advance.

4. The availability of firms/authorized persons in India to supervise the installation etc. may be mentioned in the offer in the event of the origin of the equipment is outside India. No equipment shall be purchased if the authorized service agents in India for such equipment is not available.

5. An undertaking to provide satisfactory servicing must be enclosed along with the offer through out the availability of the equipment at NIB during its life time.

6. Essential spares for respective instrument with agreed discount should be available with the distributor in India for at least 10 years from the date of purchase.

7. Extra consumables (e.g. Lamps, cords, wires, pin, plugs, valves, ferrules etc.) should be provided during supply and installation of equipments.

8. Breakdown services for repairing the equipments should be available within a day or two but never more than a week from the date of informing the supplier or its services centre.

9. The charges for CMC / AMC (Comprehensive/without spares) after the warranty period must be specifically mentioned in the offer in terms of percentage for the cost of the original equipment or value in Rupees.

10. The cost of spare parts if required after the warranty period should not be changed from the original rate till 5 (five) years, Certified price list of parts must be enclosed.

11. No equipment shall be purchased if the authorised service agents in India for such equipments are not available. Supplier shall mention about their service centres in India.

12. The operation and maintenance manuals along with drawings if any have to be submitted in triplicate along with equipment. These shall give full details, electric circuit diagram with details of components used, list of spare parts and power required by the equipment, maintenance and troubleshooting procedure etc.
13. Manufacturer or distributor shall be required to install the equipment and in the premise of NIB NOIDA.

14. Instrument should comply the IQ, OQ, PQ as per the respective pharmacopoeia mentioned along with the specification of the instrument.

15. All the equipment should necessarily be accompanied by the manufacturer’s validation certificates.

16. The necessary of Voltage Stabilizer/Constant Voltage Stabilizer must be mentioned very categorically in the offer and must be inclusive of the cost of the equipment.

17. The offer must be wholesome and inclusive of all accessories necessary for the complete installation and commissioning of the equipment.

18. The National Institute of Biologicals has absolute power to accept or reject any tender/offer without assigning any reasons.

19. The National Institute of Biologicals, Noida is registered with the Department of Scientific and Industrial Research (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. 45/2017Union 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 will provide the above certificate along with the Supply Order. Subject to above, the bidders may accordingly submit their bids.

20. Please refer to instructions for preparation of bids and the Check List annexed herewith to be filled by the bidder and submitted.

**Instructions for Online Bid Submission**

Instructions for Online Bid Submission Instructions for Online Bid Submission Instructions for Online Bid Submission: The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the etender Portal. More information useful for submitting online bids on the e-tender Portal may be obtained at: https://nib.euniwizarde.com

**REGISTRATION**

1. Bidders are required to enroll on the e-Procurement Portal (URL https://nib.euniwizarde.com with clicking on the link “Online bidder Registration” on the e-tender Portal 2360 per year
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

7. The scanned copies of all original documents should be uploaded on portal.

**SEARCHING FOR TENDER DOCUMENTS**

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc. Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective “Register” Tab.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering. 1. **Helpdesk : Mr. Sonu kumar (9355030631).**
# SECTION – XIV - PRICE SCHEDULE (Indigenous supplies) – E-Tender No. Q/NIB/19-20/157

**Laboratory Equipment**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Qty. &amp; Unit</th>
<th>Price for each Unit</th>
<th>Applicable GST</th>
<th>Total Price (FOR NIB, NOIDA) INR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ex-Works Price</td>
<td>Packing &amp; forwarding</td>
<td>Inland transportation insurance and other local costs incidental to delivery etc.</td>
</tr>
<tr>
<td>1</td>
<td>Microplate Spectrophotometer</td>
<td>01</td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
</tbody>
</table>

**Notes:**
1. Supply of items shall be in single lot or as per requirement of this Institute so as to enable the Institute to increase or decrease the tender quantity at the time or ordering as per site requirement.
2. Image of laboratory _______________ enclosed.
3. Delivery Schedule: Material required by NIB - 4 weeks from the date of receipt of Supply Order. Delivery period offered by supplier: - ...... weeks.
4. In case of discrepancy between unit price and total price, the unit price shall prevail.
6. 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 01.3.1997
7. Indicate Installation / erecting schedule _____ (DAYS/WEEKS), Cost ________________, if any and inclusive / exclusive in above price.
8. “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.
9. Taxes and duties not specified in the Price Bid, will be treated as inclusive any vague terms as applicable / extra / as per Rule will be entertained.
10. % and amount of GST need to specify in the bid.

Total bid price in Rs.___________________ In words __________________________________________________________________

Tender No: Q/NIB/19-20/157

Signature of Bidder__________________

Name ______________________________

Date: ____________________________

Business address ____________________

*Taxes if not mentioned may be treated as inclusive.*
## SECTION – XV - PRICE SCHEDULE (Imports) – Tender No. Q/NIB/19-20/157

### Laboratory Equipment

CURRENCY ________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Qty. &amp; Unit</th>
<th>FOB (STOWED)</th>
<th>CIF / CIP, Airport, New Delhi</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit Rate in Fig.</td>
<td>Unit Rate in Words</td>
</tr>
<tr>
<td>1</td>
<td>Microplate Spectrophotometer</td>
<td>01</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

Notes:
1. Delivery Schedule: Material required by NIB – 4 weeks from the date of Supply order. Material offered by supplier: ________________
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
4. “Technical Bid” (Un-price bid) to contain this price schedule keeping price as „Blank‟. However, bidder to confirm in above columns that the prices quoted on FOB & CIF / CIP basis.
5. Indicate Installation & Commissioning schedule _________ (days / weeks), Cost __________, if any and inclusive/exclusive in above price.
6. Indicate Training (at NIB site/supplier site) schedule _________ (days/weeks), Cost __________, if any and inclusive/exclusive in above price.
7. All shipping terms shall confirm to INCO Terms

Total bid price in fig. _____________________________ In words ______________________________

Tender No.: Q/NIB/19-20/157

Place: __________________________________________

Date: __________________________________________

Signature of Bidder ____________________________

Business Address ____________________________
**Section: XVI**

Annual Maintenance Contract (AMC) after warranty period to be quoted in the same format.

<table>
<thead>
<tr>
<th>Year</th>
<th>Brief Description of Item</th>
<th>Qty.</th>
<th>Price of Annual Maintenance Contract (AMC) (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(^{st}) Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(^{nd}) Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3(^{rd}) Year</td>
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<tr>
<td>4(^{th}) Year</td>
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<td></td>
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<tr>
<td>5(^{th}) Year</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>GST</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

a) The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing & calibration as per technical / service / operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period to be quoted for next 5 years on yearly basis (as specified in the List of Requirement) for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit consignee’s site as recommended in the manufacturer’s technical / service / operational manual, but at least four times in one year during the AMC period.

b) The cost of AMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) The supplier shall not claim any interest on payments under the contract.

d) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

e) **Cost of AMC will be added for Ranking / Evaluation purpose.**
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>f)</td>
<td>The payment of AMC will be made on half yearly basis after satisfactory completion of said period, duly certified by end user.</td>
</tr>
<tr>
<td>g)</td>
<td>Bill for the first half period will be paid immediately on completion of service and second half period bill will be paid on completion of AMC contract.</td>
</tr>
<tr>
<td>h)</td>
<td>There will be 98% uptime warranty during AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend AMC period by double the downtime period.</td>
</tr>
<tr>
<td>i)</td>
<td>During AMC period, the supplier is required to visit at each consignee’s site at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.</td>
</tr>
<tr>
<td>j)</td>
<td>All software updates should be provided free of cost during AMC.</td>
</tr>
<tr>
<td>k)</td>
<td><strong>Failure of the above [f to j] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual AMC.</strong></td>
</tr>
<tr>
<td>l)</td>
<td>The vendor has to quote for AMC for 5 years after expiring of warranty.</td>
</tr>
<tr>
<td>m)</td>
<td>The vendor must furnish list of spare parts (fast moving &amp; Slow moving) with Price, applicable discount along with all supporting documents.</td>
</tr>
</tbody>
</table>