SPEED POST
TENDER ENQUIRY

No. Q/NIB/19-20/85

Date: 13.08.2019

Due Date of submission: 03.09.2019 Time: 15:00 PM
Due Date of opening: 03.09.2019 Time: 15.30 PM
Pre-Bid meeting: on 21.08.2019 at 3.00 PM at NIB, A-32, Sector-62, Noida

To:

Sub: Tender Enquiry for supply of Adjustable Acrylic Rabbit Restrainer-Reg.

Dear Sir,

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of Material</th>
<th>Qty. (Nos.)</th>
<th>EMD (Rs.)</th>
<th>Tech. Specification at</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fully Adjustable Acrylic Rabbit Restrainer</td>
<td>16 Nos.</td>
<td>5,000/-</td>
<td>Annexure - I</td>
</tr>
</tbody>
</table>

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

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

OR

EMD can be deposited by way of NEFT/RTGS and bidder need to indicate transaction ID details with date & Time etc. Bank details of NIB are as below:-

<table>
<thead>
<tr>
<th>NAME OF THE BANK</th>
<th>BANK OF BARODA, SECTOR-29, NOIDA/(UP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF ACCOUNT</td>
<td>NATIONAL INSTITUTE OF BIOLOGICALS</td>
</tr>
<tr>
<td>S.B.ACCOUNT</td>
<td>26290100001774</td>
</tr>
<tr>
<td>IFSC CODE</td>
<td>BARB0NOIDAX (5TH digit is zero)</td>
</tr>
</tbody>
</table>
NO CHEQUE WILL BE ACCEPTED: In the event of the withdrawal/revocation of tenders before the date specified for acceptance, earnest money shall stand forfeited. The earnest money will however, be returned without interest to tenderers whose tender is not accepted.

The tenderer whose EMD has been deposited by RTGS, must enclose the transaction details/evidence along with their bid. Otherwise, the bid will be rejected.

Demand Draft/RTGS details (UTR No.)/Bank Guarantee is to be enclosed along with "Technical-Bid" only

Pre Bid Meeting: Pre Bid Meeting will be held on 21.08.2019 at 3.00 PM at National Institute of Biologicals, A-32, Near NH-24, 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.

Qualification Condition:
I. The tenderer firm should have the following qualifications for bidding.
   a) Shall be registered in India.
   b) Shall have OEM presence in India or channel partners/service providers, authorized distributors/dealers/re-sellers.
   c) Shall have been in existence for not less than three years.
   d) Shall be having sufficient experience and expertise in relevant field.
   e) Shall have experience of supplying orders for Govt. Deptt./PSU etc. for more than 3 years.
   f) Shall have valid PAN/TAN number, GST registration.
   g) Firm shall not be black-listed by any Ministry/Department of the Government of India or any PSU or any other Organisation. A self undertaking on company letter head to be submitted along with bid.
   h) Copy of latest Supply Order received from Govt./PSU/Autonomous Body to be submitted with the Bid is justifying of quoted rates.

Please indicate price on following terms & Conditions

II. Price:- FOR Destination NIB,NOIDA, U.P.

III. Taxes:- Indicate applicable rate of GST.

IV. Custom Duty : NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing Custom Duty exemption in terms of Government Notification No.51/96-Customs dated 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. 45/2017-Union 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 shall be providing the above certificate along with the supply order. Subject to above, indicate applicable Duty/GST.

V. Payment:- 100% payment within 30 days from the date of satisfactory receipt installation and acceptance of items at NIB NOIDA.

VI. Authorisation Certificate: The offer must be submitted along with valid authorisation certificate from your principal. Without authorisation certificate the offer will not be considered.

VII. Delivery & Installation: - The items should be delivered and installed (if installation is required required) within 15 Days from the date of issue of Purchase Order. Offered by Bidder ___________________.
VIII. **Sample:** Free Sample should be submitted by vendor along with bid or intimation from NIB.

IX. **Transit Insurance:** For delivery of goods at site, the insurance shall be obtained by the supplier for an amount equal to 110% of the value of goods from "Warehouse to warehouse" (ultimate destination) on "all risks" basis including strikes.

X. **Delay Delivery Discount** – In case of delayed delivery off all or any item (s) or goods the Purchaser shall be entitled to a discount or reduction on the contract price to a sum equivalent to 1% (one percent) of the value of goods/items delivered late for each week or part thereof subject to a maximum of 10% (ten percent) of undiscounted/unreduced contract price for the relative good/items, and/or, risk purchase will be affected at your risk and expenses.

XI. **Warranty:** Products shall be warranted for a period of one year from the date of satisfactory receipt and installation and commissioning. **No conditional warranty shall be acceptable.** The Supplier shall be responsible to replace the material free of cost at site in whole or in part if found defective in any respect after receipt at site or during normal & proper usage or storage/maintenance for which the Purchaser shall give prompt written notice. Such replacements shall be effected by the Supplier within a reasonable time actually required to do so which in no case shall be more than 07 days. The above provision shall also equally apply to the material replaced by the Supplier under this clause. In case the same is again found to be defective after its replacement. If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee. It shall be liable to suitable action as deemed fit during the operative warranty period.

XII. **Performance Security Deposit:** The successful tenderer will be required to furnish a Performance Security Deposit equal to 10% of the contract value after receiving work order in the form of Fixed Deposit Receipt or Bank Guarantee as per format at Annexure-IX from any Nationalised Bank duly pledged in the name of the "National Institute of Biologicals, Noida" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

XIII. **Right to accept or reject the Tender:** The National Institute of Biologicals reserves the right to split the items and place order on more than one vendor or to a single vendor for all the items without assigning any reason.

XIV. **Validity of Offer:** Validity of the offer should be kept open for a period of not less than three months from the date of bid opening.

XV. **Settlement of Dispute:** If any dispute or difference of any kind, whatsoever, shall arise between NIB and the contractor/vendor /supplier, in connection with or arising out of the Contract, or the execution of the works/supply, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, be settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Director, NIB. The arbitration shall take place in Noida/ Delhi unless both parties agree otherwise. Any dispute arising out of the tender/bid document/evaluation of bids/issue of purchase order shall be subject to the jurisdiction of the competent court at Delhi only.

XVI. By submitting the bid it is presumed that the bidder has verified the tender Documents and technical specification of the items in details and has quoted the tender rate accordingly.

XVII. No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the Purchaser order is place.

XVIII. NIB will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions during the validity period.

XIX. Any bid received after the deadline will be rejected.
XX. No Email or fax bids will be accepted.

XXI. The bidder has to submit No Deviation Statement duly signed and sealed. If the statement received with any deviation to Tender Condition & Specification the bid will be rejected.

XXII. **TERMS & CONDITIONS FOR MSME**

XXIII. Latest / prevailing MSME rule shall prevail

**General Terms and Conditions**

1. The Tender submitted after the due date and time shall be rejected. Your quotation must be clearly legible, duly signed by authorized signatories. Any erasure or alteration must appear specifically in the quotation.

2. All necessary permissions and approvals (including statuary, regulatory permissions, approvals etc.) required for carrying out the contract work /Supplier shall be the responsibility of the bidder.

3. The award of work/order shall not be assigned, transferred or sub delegated to other Contractors except with the written approval of NIB. However, this clause shall not apply to purchase of equipments and material for the performance of the work.

4. Offer should be submitted in two sets. One Set containing Technical details, Literature, Catalogue etc. and Tender commercial terms should be put in a sealed cover and marked as “Technical Bid” Prices should be kept blank.

5. The second set (in duplicate) should be sent in a separate sealed cover and should contain Price Schedule (Annexure-I) only. ‘Price-Bid’ should be clearly mentioned on the cover.

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

7. Both Technical – Bid & Price – Bid’ should then be put in a single sealed cover clearly indicating the Item, Tender No. & Due date of opening on the sealed cover.

8. Customer reference list for similar equipments / materials for last three years

9. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.

10. Validity of the offer should be kept open for a period of not less than 3 months (90 days).

11. Necessary user manuals / CDs/DVDs/Accessories/License documents are to be supplied along with items. Please indicate item, our enquiry number and opening date on the top of your sealed envelope positively.

Yours faithfully,

(W.Z. Quazi)
Procurement Officer

Encl: 1) Annexure-I (Fully Adjustable Acrylic Rabbit Restrainer)  
2) Annexure-II (Proforma for statement of Deviations)  
3) Annexure-III (Price Schedule)  
4) Annexure – IV (Proforma for Performance Bank Guarantee)
ANNEXURE-I

TECHNICAL SPECIFICATIONS FOR FULLY ADJUSTABLE ACRYLIC RABBIT RESTRAINER

<table>
<thead>
<tr>
<th>Size</th>
<th>Overall dimension should be such that it can restrain a rabbit of 1.5 Kg- 4 Kg comfortably for 4-5 hours.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Body</td>
<td>The transparent acrylic restrainer should have highly polished edges to prevent chaffing especially at the neck.</td>
</tr>
<tr>
<td></td>
<td>The floor of restrainer should avoid skidding of rabbits.</td>
</tr>
<tr>
<td></td>
<td>The back plate of restrainer should have provision for adjusting the length of the restrainer providing a perfect fit with no gaps.</td>
</tr>
<tr>
<td></td>
<td>The neck plate must be bisected horizontally and there should be provision of adjustment to allow the rabbit to place neck comfortably in the neck slot.</td>
</tr>
<tr>
<td></td>
<td>The rear plate should have an extra position plate that can be slid into place to securely restraining the animal.</td>
</tr>
<tr>
<td></td>
<td>There should be provision of access hole in rear plate used for Pyrogen test.</td>
</tr>
<tr>
<td></td>
<td>Should be easily sanitizable.</td>
</tr>
</tbody>
</table>
ANNEXURE - II

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 :-

1. **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"
ANNEXURE – III

PRICE SCHEDULE – Tender No. Q/NIB/19-20/85

FULLY ADJUSTABLE ACRYLIC RABBIT RESTRAINER

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Qty. in (Nos.)</th>
<th>Manufacturer/ Origin of Country</th>
<th>Ex-Works Price</th>
<th>Packing &amp; forwarding</th>
<th>Inland transp. insurance and other incidental to delivery etc.</th>
<th>Unit price INR</th>
<th>Applicable GST</th>
<th>Total Price in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fully Adjustable Acrylic Rabbit Restrainer</td>
<td>16 Nos</td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. Delivery Schedule: Material required by NIB – 15 days from the date of receipt of Supply order. Delivery offered by supplier: .......... ...days/week.
2. Installation if required will be done by the vendor free of cost .
3. In case of discrepancy between unit price and total price, the unit price shall prevail.
4. Destination of material: National Institute of Biologicals, Noida (UP)
5. Bidders to quote Ex-Works price in Rupees and other charges (if any) towards Packing & Forwarding, GST, Freight separately in terms of Percentage of Ex-Works price. NIB is exempted for Customs & Excise duty under the provision of Notification No.51/96-Customs dt.23.7.1996 and 10/97-Central Excise dated 01.03.1997
6. "Technical Bid" (Un-price bid) to contain this price schedule keeping price as 'Blank'. However, bidder to fill up all other columns and indicate in percentage the charges, if any, for Packing & Forwarding, GST, Freight etc.

Total bid price in fig ____________________ In words ____________________

Tender No: Q/NIB/19-20/85

Signature of Bidder ____________________

Place: ____________________

Date: ____________________

Business ____________________

*Taxes if not mentioned may be treated as inclusive
ANNEXURE- IV
(On Non-Judicial Stamp Paper appropriate value)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

To
National Institute of Biologicals,
A-32, Institutional Area,
Sector-62, NOIDA-201307
India

Dear Sirs,

In consideration of the National Institute of Biologicals (hereinafter called "the Institute" which expression shall include its successors and assigns) having awarded to:

M/s. _______________________________ (Address) _______________________________ (Constitution)

_____________________________ (hereinafter referred to as "the Contractor" which expression shall include its successors) a works/purchase contract in terms, inter-alia, of the Institute(s) Letter of Acceptance No./Purchase Order No. ____________________________ dated ____________________________ and the Tender Documents (hereinafter called the "said contract" which expression shall include any and all formal contracts entered into in addition to in supersession of the said Letter of Acceptance and all amendments and modifications in the said contract upon the condition of contractor furnishing an undertaking from a Bank as performance guarantee for a sum of (currency) ____________________________ (currency) ____________________________ only) amounting to 10% (ten percent) of the total contract value for the payment of the Owner’s claims under the said contract.

We (Name) _______________________________ (Constitution)

(hereinafter called “the Bank” which expression shall include its successors and assigns) hereby undertake to pay the Institute in (currency) forthwith on first demand in writing and without protest or demur or proof or condition any and all moneys anywise claimed by the Institute from the Contractor under, in respect of or in connection with the said contract as specified in any notice of demand made by the Institute on the bank with reference to this undertaking up to an aggregate limit of (currency) ____________________________ (currency-in words) ____________________________ (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 undertaking 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.