Sir,

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

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description of Material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sterile Latex Surgical Gloves</td>
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<td><strong>Specifications:</strong></td>
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<td>• Manufactured in a clean environment to comply with EN 556 &amp; ISO 13485 requirements</td>
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<td>Available in 14&quot;lengths:</td>
<td></td>
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<td><strong>Sizes:</strong></td>
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<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Lint Free Tissue Paper Box</td>
<td>100 Box</td>
</tr>
</tbody>
</table>
Please indicate the price on following terms & Conditions

1. **Price:** - FOR NIB/ Free Delivery at A-32, Sector-62, NOIDA-201309.

2. **Taxes / Other charges:** GST & other charges should clearly be mentioned in price bid otherwise bid will not be accepted.

3. **Custom Duty:** - NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing of custom duty exemption in terms of Government Notification No. 51/96- customs dated 23 July 1996 and Central Excise Duty exemption in terms of Government Notification No. 10/97- Central Excise dated 1st March 1997 as amended from time to time. To avail the exemption, NIB shall be providing the above certificate along with the supply order, subject to above indicate applicable duty.

4. **Payment:** - 100% payment within 30 days from the date of receipt of items in good condition.

5. **Quantities:** The above mentioned quantities are tentative and it may be increased on decreased by 25% during one year contract period.

6. **Delivery:** On as and when required basis. However, the item to be delivered within 15 days from the date of intimation.

7. **Earnest Money Deposit:**
   (i) EMD of Rs. 10000/- (Ten Thousand Only) in the form of Demand Draft in the name of “National Institute of Biologicals” Payable at Noida / New Delhi.
   
   (ii) EMD can be deposited by way of NEFT/RTGS and bidder needs 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 BILOGICALS</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>

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

8. Any Bid not accompanied by EMD will be rejected by the Purchaser as non-responsive.

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

10. **Delay Delivery Discount:** Delay delivery of all or any such item(s) or goods in which event the purchase shall be entitled to a discount on or reduction of the contract price in sum equivalent of 0.5% (Zero point five percent of value of goods/items delivered late for each week or part of a week of delay, subject to 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.

11. **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.

12. **Performance Security:** In case of award of work, the successful bidder is required to submit Performance Security deposit equivalent to 10 % of order value within 10 days of the date of Award of Order, in the form of DD drawn in favour of “National Institute of Biologicals” payable at Noida / New Delhi. The Performance Security can also be given in the form of Bank Guarantee in the prescribed format enclosed. The Security Deposit shall remain in force for 60 days after completion of the contract.

13. **Samples of the Items:** The Bidders will have to submit sample of each size of gloves for evaluation purpose.
General Conditions:

1. The bidders should have valid class 3 Digital sign certificate with encryption.

2. Bidders are requested to register on E Tendering portal on [https://nib.euniwizarde.com](https://nib.euniwizarde.com) and also please read the instruction on our website [www.nib.gov.in](http://www.nib.gov.in) as well as on [https://eprocure.gov.in/epublish/app](https://eprocure.gov.in/epublish/app).

3. Tenderer may download the Tender Enquiry documents from the website i.e., [https://nib.euniwizarde.com](https://nib.euniwizarde.com) as well as [www.nib.gov.in](http://www.nib.gov.in).

4. The submission of tender online can only be done through E Tendering portal on [https://nib.euniwizarde.com](https://nib.euniwizarde.com).

5. Tenderer should ensure that their tender complete in all respects are submitted online through e-portal only.

6. 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.

7. The price bid should be submitted online in xls format. Price-Bid of technically qualified bidders will be opened.

8. For Any Tender query call on this number: **Sonu Kumar 9355030631**

9. Bidders are requested **NOT** to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted in Physical form the tender shall be straightway rejected.

10. Price are to be quoted in the price bid online on e-tender portal in xls format & apply digital signature certificate.

11. Soft copies of the latest purchase order received from other Govt. institutions for these items may please be submitted in PDF format.

12. Fall Clause Certificate: To submit as per format enclosed (Annexure I) in PDF format.

13. Customer reference list for the similar items for last three year may be provided.

14. If a firm quotes NIL charges / consideration, the bid shall be treated as an unresponsive and will not be considered.

15. The resultant contract will be interpreted under Indian laws.

16. If the lowest acceptable bidder against ad-hoc requirement is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder.

17. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

18. The Institute reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.

19. Please quote whether your organization is large scale industry or small scale industry. If you have valid NSIC/MSME/SSI/DGS&D Certificate etc. for supply of Tender's items, so please attach it to the quotation. Mention your registration details.

20. Complete details and ISI specification if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by us, the same may be shown separately.

21. All supplies are subject to inspection and approval before acceptance.

22. In case the items in the enquiry are covered by any rate contract or available on GeM or any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned. Also uploading the Price Bid in the Technical Bid will result in the rejection of the tender.
23. Payment of GST is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. If no indication regarding GST is recorded in the quotation, the GST will be considered as inclusive.

24. If the deliveries are not maintained and due to that account Procuring Entity is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

25. A bidder shall be debarred for minimum 1 year to maximum 3 years to participate in procurement process if he has been convicted of an offence under the prevention of Corruption Act, 1988; or any other law for the time being in force, for causing any loss or property or causing a treat to public health as part of execution of a public procurement contract. Biologicals" payable at Noida/New Delhi or Bank Guarantee as per the enclosed format.

26. The bidder and its authorized distributor either for supply of goods or to quote against tender enquiry should not be blacklisted by any Government Organization / Central and State autonomous / statutory bodies etc. If it is found that the bidder or its authorized distributor is blacklisted, its bid will be summarily rejected at any stage of Tender process.

27. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Delhi only.

28. Online bids will be opened on due date at 3.30 pm.

29. Validity of the offer should have for a period of 90 days from the date of bid opening.

30. As per latest Govt. Notification preference will be given to ‘Make in India’ manufacturers.

Please read tender conditions carefully and submit your offer by due date.

Yours faithfully

(W.Z. Quazi)
Sr. Administrative Officer (P)

Encl.

1) Annexure I- Fall clause
2) Annexure II- Price Schedule
3) Annexure III - Proforma of Bank Guarantee
(Annexure-I)

No. File No. Q/NIB/20-21/13
Date: 19.05.2020

PROFORMA OF FALL CLAUSE CERTIFICATE

If any subsequent date after submission of quotation or placing of Supply Order, the Manufacturer (the term manufacturer will also include his authorized distributor/agent) reduces the sale price of such stores or sells such stores to any party at a price lower the price charged/chargeable against supply order placed by the National Institute of Biologicals, Noida, the manufacturer (including his authorized distributor/agent) as aforesaid in case the quotation is submitted by them and supply/service is also effected by them) will forth-with notify such reduction in Sale price to National Institute of Biologicals, NOIDA and price payable for the stores to be supplied against the Supply Order after the date of such reduction in sale price coming force, shall stand reduced correspondingly and will be reimbursed to the Institute.

(Signature & Date of Tender with Sign Stamp.)
### ANNEXURE-II

**PRICE SCHEDULE – Tender No. Q/NIB/20-21/13**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity &amp; Unit</th>
<th>Ex-Works Price</th>
<th>Packing &amp; forwarding</th>
<th>Inland transportation insurance and other local costs incidental to delivery etc.</th>
<th>Applicable ST/CST/VAT without Form C or D and Service Tax on services</th>
<th>Unit price INR</th>
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*Total bid price in fig ___________________ In words ___________________*

Tender No: Q/NIB/20-21/13

Signature of Bidder ________________________________

Place: ________________________________

Date: ________________________________

*Taxes if not mentioned may be treated as inclusive.
ANNEXURE –III

(On Non-Judicial Stamp Paper appropriate value)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

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

Dear Sirs,

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

M/s..................................................................................................................................................
(Constitution)
..................................................................................................................................................

(Address)...........................................................................................................................................
(Hereinafter referred to as “the Contractor” which expression shall include its successors) a works/ purchase contract in terms, inter-alia, of the Institute(s) Letter of Acceptance No./Purchase Order No. ........................................................................................................................................................................

... dated........................ and the Tender Documents (hereinafter called the “said contract” which expression shall include any and all formal contracts entered into in addition to in supersession of the said Letter of Acceptance and all amendments and modifications in the said contract upon the condition of contractor furnishing an undertaking from a Bank as performance guarantee for a sum of (currency) ........................................................................................................................................

........................................................................................................................................................................ (currency) only) amounting to 10% (ten percent) of the total contract value for the payment of the Owner’s claims under the said contract.

We (Name) ............................................................................................................................................
(Constitution) ............................................................................................................................................

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

AND the Bank hereby agrees with the Institute that:

i) This undertaking shall be a continuing undertaking and shall remain valid and irrevocable for all claims of the Institute and liabilities of the Contractor arising up to and until the midnight of .........................................................................................................................................

ii) This undertaking shall be in addition to any other undertaking or guarantee or security whatsoever that the Institute may now or at any time have in relation to its claims or the Contractor’s obligations/liabilities under and/or in connection with the said Contract, and the Institute shall have full authority to take recourse to or enforce this undertaking in preference to the other under-taking or security(ies) at its sole discretion, and no failure on the part of the Institute in enforcing or requiring enforcement of any other
undertaking or security shall have the effect of releasing the Bank from its full liability hereunder.

iii) The Institute shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking or security in respect of the contract’s obligations and/or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and/or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the contractor under the said contract and/or the remedies of the Institute under any security(ies), now, or hereafter held by the Institute and no such dealing(s), variation(s), reduction(s), increase(s), or other indulgence(s) or arrangements with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from the full liability to the Institute hereunder or of prejudicing rights of the Institute against the bank.

iv) This undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution of insolvency of the contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Institute in terms hereof.

v) The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking and the obligations of the bank in terms hereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Contractor or any other order or communication whatsoever by the Contractor stopping or preventing or purporting to stop or prevent payment by the Bank to the Corporation hereunder.

vi) The amount stated in any notice of demand addressed by the Institute to the bank as claimed by the Institute from the Contractor or as liable to be paid to the Corporation by the Contractor or as suffered or incurred by the Corporation on account of any losses or damages or costs, charges and/or expenses shall be between the bank and the Institute be conclusive of the amount so claimed or liable to be paid to the Corporation or suffered or incurred by the Institute, as the case may be, and payable by the bank to Institute in terms hereof.

vii) The bank doth hereby declare that Shri ..........................who is ...........................................(his designation) is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

This..................................day of ............20 .......

Yours faithfully

For ........................................

(Signature)

Name ......................................

Designation ..............................

Name of Bank ............................

Dated: ......................................

Note:
1. This Guarantee/Undertaking is not to be witnessed.
2. This guarantee/undertaking is required to be stamped as an agreement according to the stamp duty prescribed in the country in which it is executed.
3. This guarantee/undertaking is required to be sent by the Vendor's banker directly to the purchaser (the Institute).

4. The Bank Guarantee should be (Nationalized or Schedule Bank) from any Indian or foreign bank having branch in India, on non-judicial stamp paper of value commensurate with amount as per norms. The Bank Guarantee issuing branch should be situated in India.