

राष्ट्रीय जैविक संस्थान

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

NATIONAL INSTITUTE OF BIOLOGICALS  
Ministry of Health & Family Welfare, Government of India



A-32, Sector - 62 (Institutional Area)  
NOIDA - 201309 (U.P.) - INDIA  
Phones : 0120 - 2400022, 2400072  
Fax : 0120 - 2403014, 2400074  
e-mail : info@nib.gov.in Website : www.nib.gov.in

**SPEED POST**  
**TENDER ENQUIRY**

No. Q/NIB/18-19/36

Date: 05.06.2018

**Due Date of submission: 26.06.2018 Time: 15:00 PM**  
**Due Date of opening: 26.06.2018 Time: 15:30 PM**

To:

**Sub: Purchase of CISCO make Switches/Routers - Reg.**

Dear Sir,

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

S.No.	Description of Material	Qty. (Nos.)	EMD (Rs.)
1.	CISCO WS-C2960X – 24PS-L Catalyst 2960x24 GigE PoE 370W 4x1G SFP LAN Base	04 Nos	15,000/-
2.	GLC-SX-MMD Multimode 1G Module	02 Nos	
3.	CISCO WAP 150-C-K9 Wireless Access Point	10 Nos.	
4.	CISCO Power Adapter (PoE) for WAP	10 Nos.	
5.	CISCO Router ISR 4331-SEC/K9	01 No.	
6.	NIM-1GE-CU-SFP: 1 Port GE WAN NIM, Dual Mode RJ45 & SFP	01 No.	

**Earnest Money Deposit:** EMD of Rs. 15000/- in the form of Demand Draft in the name of "National Institute of Biologicals" Payable at Noida/ New Delhi. Demand Draft are to be enclosed along with "**Technical-Bid**" only

**Pre Bid Meeting:** Pre Bid Meeting will be held on 12.06.2018 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 be 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 black-listed by any Ministry/Department of the Government of India or any PSU or any other Organization. A self-undertaking on company letter head to be submitted along with bid.
- h) Shall submit Annual Audited Statement of last 3 years.
- i) 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. **Excise Duty/Custom Duty:** NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing Custom Duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July 1996 and Central Excise Duty exemption in terms of Government Notification No.10/97-Central Excise dated 1 March 1997 as amended from time to time. To avail the exemption, NIB shall be providing the above certificate along with the supply order. Subject to above, indicate applicable Duty.
- V. **Payment:-**100% payment within 30 days from the date of satisfactory receipt 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:** - The items should be delivered and installed within 15 Days from the date of issue of Purchase Order. Offered by Bidder \_\_\_\_\_
- VIII. **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.
- IX. **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 0.5% (Half percent) of the value of goods/items delivered late for each week or part there of 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.
- X. **Warranty:** Products shall be warranted for a period of One year from the date of satisfactory supply and acceptance of items. **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.

- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **Institute's GST No.:** In case Supply Order is placed, the vendor has to mention NIB GST No. 09AAATN5228R1ZX in their Invoice.
- XV. 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.
- XVI. 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.
- XVII. 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.
- XVIII. Institute reserve the right to split the order in more than one bidder as per the L-1 quoted rates of respective item. Mention the software (if any) that are pre-loaded in the system as bundle.
- 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**
1. The bidders in the category of Micro and Small Enterprises (MSEs) who are registered with MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of Bid Security /Earnest Money Deposit. A proof regarding current registration with MSME/NSIC for the tendered items will have to be attached along with bid/quotation/offer.
  2. SSI Units registered with NSIC should participate in tender directly enclosing copy of NSIC certificate and offers from their agents will not be considered.
  3. In compliance of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, purchase preference shall be given to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation, if the price quoted by the MSEs is within 15%

of L-1 price (L-1 price means Landed Lowest price) quoted by any other bidder, for the tendered items for which they are the L-1.

4. Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L-1 price.
5. In case of an MSEs is the L-1 bidder for an item, the 100% tendered quantities shall be placed an order to MSEs firm.
6. In case of an MSE owned by SC/ST and price quoted is within 15% of the L-1 price quoted by the L-bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.
7. In case of more than one MSEs participates in the tender and their prices are within 15% of L-1 price and L-1 bidder is an enterprise other than MSEs then 20% of the tendered quantities shall be shared proportionately between participating MSEs on their acceptance of L-1 price.
8. In case of more than one MSEs participates in tender and their prices are within 15% of L-1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantities shall be procured from MSEs owned by SC or ST entrepreneurs exclusively subject to their acceptance of L-1 price in addition to sharing of equal portion of balance of 16% with other non SC/ST owned MSEs subject to their acceptance of L-1.
9. In case of more than one MSEs owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs exclusively subject to their acceptance

#### **General Terms and Conditions**

1. The Tender submitted after the due date and time shall be rejected. Your quotation must be clearly legible, duly signed by authorized signatories. Any erasure or alteration must appear specifically in the quotation.
2. All necessary permissions and approvals (including statutory, 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-III) 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. Copy of Sales Tax clearance certificate duly attested by a Gazetted Office.
9. Customer reference list for similar equipments / materials for last three years
10. Current valid certificate of registration including its annexure in case registered with SSI/NSIC etc.

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 (Proforma for statement of Deviations)  
2) Annexure – II (Proforma for Performance Bank Guarantee)  
3) Annexure-III (Price Schedule)

**ANNEXURE - I**

**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: -

<u>CLAUSE</u>	<u>DEVIATION</u>	<u>REMARKS</u>

II. STATEMENT OF DEVIATIONS FROM THE TENDER ENQUIRY SPECIFICATION :-

<u>SL.NO OF THE SPECIFICATION</u>	<u>DEVIATION</u>	<u>REMARKS</u>

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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"

**PROFORMA FOR TECHNICAL BID**

<b>S.No.</b>	<b>Description</b>	<b>Information</b>
1.	Name of the Firm & Owner: (With Tel./Mob. Nos.)	
2.	Type of Organisation (Proprietorship/Partnership/Pvt. Ltd./Limited Company)	
3.	Website of Tenderer Firm, if any	
4.	Month / Year of Establishment	
5.	PAN/Sales Tax/VAT/GST Regd. Nos.	
6.	Annual Turnover for last 3 years	
7.	Brand being offered / OEM	
8.	Whether products(s) offered by the bidders are exactly as per the configuration of NIB if not, indicate the changes in each product.	
9.	Manufacturer / Country of Origin	
10.	Clientage (Submit copies)	
11.	Details of Earnest Money	
12.	Validity of Tender	
13.	Delivery Schedule	
14.	Whether Terms & Conditions issued by NIB are acceptable to the Firm	
15.	Whether Warranty as per the desired specification	
16.	Other Details, if any	
17.	Proforma Statement of Deviation has been submitted with no deviation	

**ANNEXURE - II**

(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 forbear 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.

**ANNEXURE - III**

**PRICE SCHEDULE - Tender No. Q/NIB/18-19/36  
Purchase of CISCO make Switches/Routers**

1 Sl. No.	2 Item Description	3 Qty. in (Nos.)	4 Manufac turer/De veloper/ Origin of Country	5 Price for each Unit			6 Unit price INR	7 Total Price (FOR NIB, NOIDA) INR
				Ex- Works Price	GST Amo unt	Inland transp., insurance and other local costs incidental to delivery etc.		
1	CISCO WS-C2960X - 24PS-L Catalyst 2960x24 GigE PoE 370W 4x1G SFP LAN Base	04 Nos.		(a)	(b)	(d)	(a+b+c+d)	3X6
2	GLC-SX-MMD Multimode 1G Module	02 Nos.						
3	CISCO WAP 150-C-K9 Wireless Access Point	10 Nos.						
4	CISCO Power Adapter (PoE) for WAP	10 Nos.						
5	CISCO Router ISR 4331-SEC/K9	01 No.						
6	NIM-1GE-CU-SFP: 1 Port GE WAN NIM, Dual Mode RJ45 & SFP	01 No.						

**Notes:**

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

Total bid price in figure ..... In words .....

Tender No: Q/NIB/18-19/36 Signature of Bidder .....

Place: ..... Name: .....

Date: ..... Business address .....

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