



**Procurement Department  
TENDER ENQUIRY**

Ref: Q/NIB/17-18/62

Dated: 06.09.2017

**Due date of submission: 22.09.2017, Due Time: 15:00 Hours**  
**Due date of opening: 22.09.2017, Due time: 15:30 Hours onwards**

To:

All Vendors

**Sub: Invitation of Offer for supply and installation of Refrigerator-cum-Freezer-reg.**

Dear Sir

I am directed to send you this Tender Enquiry with the request to submit your most competitive offer for supply and installation of following item as per the Technical Specification mentioned below:

S.No.	Description of Material	Quantity
1	Refrigerator cum Freezer (2-8 <sup>o</sup> C, and Freezer -20 <sup>o</sup> C) - as per technical specification Attached at Annexure - I	01 No.

Please indicate price on following terms:

- I. **Price:-** FOR Destination NIB, NOIDA
- II. **Taxes:-** GST as applicable \_\_\_\_\_ %.
- III. **Excise Duty :-** NIB is having Central Excise Duty exemption certificate in terms of Govt. Notification No.10/97-Central Excise dt.1.3.97. Applicable rate of Excise Duty be given in view of exemption.
- IV. **Custom Duty:-** NIB is having Custom Duty exemption certificate in terms of Govt. Notification No51/96-Customs dated 23<sup>rd</sup>. July 1996. NIB will provide the exemption certificate to avail concessional exemption on Custom Duty.
- V. **Payment:-**100% payment within 30 days from the date of satisfactory receipt installation and acceptance of equipment.
- VI. **Delivery:- 2 weeks** required by NIB. Offered by vendor \_\_\_\_\_
- VII. **Earnest Money:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 8,000/- (Rupees eight thousand only) by way of demand drafts only. The demand draft shall be drawn in favour of "National Institute of Biologicals, Noida/New Delhi. The demand draft for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee /

Security Deposit and for unsuccessful bidder(S) it would be returned after award of the contract. Bid(S) received without demand draft of EMD will be rejected.

**OR**

EMD / Tender Fee can also 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:

For Payment of EMD through Bank transfer:

NAME OF THE BANK	BANK OF BARODA, SECR-29, NOIDA (UP)
NAME OF ACCOUNT	NATIONAL INSTITUTE OF BIOLOGICALS
S.B. ACCOUNT	26290100001774
IFSC CODE	BARB0NOIDAX (5 <sup>th</sup> digit is zero)

- (a) The tender without earnest money deposit will be summarily rejected. The firm who are registered with National Small Industries Corporation (NSIC) / OR small scale industries (SSI) are exempted to submit the EMD (Copy of registration must be provide alongwith with Technical Bid).
- (b) The EMD, in case of unsuccessful bidders shall be retained by the NIB, Noida till the finalization of the tender. No interest will be payable by the NIB, Noida on the EMD.

VIII. **Rates:** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery basis at NIB, Noida inclusive of all charges, Makes and Model quoted need to be specified. Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.

Institute reserve the right to Increase / Decrease the Quantity as per their requirement.

IX. **Warranty/Guarantee:** Bidder must provide two (02) years comprehensive on site warranty and it will be started from the date of the satisfactory installation/commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. No offer of the bidder will be accepted without warranty / guarantee of their supplied installed goods.

X. **Tax Deduction:** The Income Tax / Any other Taxes as applicable shall be deducted as per prevailing rate.

XI. **Validity of Bids:** The quoted rates must be valid for a period of 120 days from the date of closing of the tender. The overall offer for the assignment and bidders(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

- XII. Authority to person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority do so, the NIB, Noida may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages. 24 Months from the date of satisfactory installation and commissioning.
- XIII. 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-II 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.
- XIV. Terms of Payment:** (i) No advance / Part payment shall be made. (ii) The payment will only be released on satisfactory supplying and installation of the equipment
- XV. Award of Contract:** After the evaluation of the bid(s) NIB, Noida will award the contract to the lowest evaluated responsive tenderer on composite basis. Conditional bid will be treated as unresponsive and will be rejected.
- XVI. Installation :** Installation, demonstration and training will be done by the vendor.
- XVII. 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. Copy of Insurance Policy need to be submitted alongwith the Bill, failure to which deduction for cost of Insurance will be made from the Bills submitted for payment.
- XVIII. Subletting of Work:** The firm shall not assign or sublet the work / job or any part of it to any other person or party without having first obtained permission in writing of NIB, Noida which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- XIX. Force Majeure:** Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include but are not restricted to, act of the Purchaser / Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- i If a force majeure situation arises, the supplier shall promptly notify the Purchaser / Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless other wise directed by the Purchaser / Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event.

ii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

iii. In case due to a Force Majeure event the Purchaser / Consignee is unable to fulfil its contractual commitment and responsibility the Purchaser / Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**XX. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by NIB, Noida in that event the EMD shall also stand forfeited.

**XXI. Legal Jurisdiction :** The Agreement shall be deemed to have been concluded in Delhi and all obligations hereunder shall be deemed to be located at Delhi and Court within Delhi will have jurisdiction to the exclusion of other courts.

**XXII. Settlement of dispute :** All disputes or differences of any kind whatsoever that may arise between the NIB and the Vendor/Contractor /Supplier in connection with or arising out of the contract or subject matter thereof or the execution of works , whether during the progress of works or after their completion, whether before or after determination of contract shall be settled or resolved by Arbitration proceedings as per the provisions of the (Indian) Arbitration Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding. 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.

**XXIII. Applicable Law:** The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealing / processing.

**XXIV. Right to accept or reject the Tender:** Director NIB reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**XXV.** The vendor has to furnish / quote rates for AMC & CMC for 5 years (year wise) after expiry of warranty period.

#### **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

**Submission of Offer / Tender**

**General Condition:**

1. The 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

**Document Comprising in Technical Bid**


- i. List and contact no. etc. of customer list may please be provided.
- ii. Copy of constitution or legal status of the bidder / manufacturer / Sole proprietorship / firm / agency etc.
- iii. Signed each page of tender document.

- iv. The technical bid should be accompanied by Demand Draft of Earnest Money Deposit.
  - v. Copy of Income Tax Return Acknowledgement for the last three years.
  - vi. Copy of PAN Card / Service Tax Registration.
  - vii. Copy of Sales Tax / VAT registration certificate.
  - viii. Bidder must be authorized distributor / Dealer of Refrigerator-cum-Freezer of Quoted / recommended make.
  - ix. Makes and Model need to be specified clearly in the Bid.
2. The Second set should be sent in a separate sealed cover and should contain **Price Schedule** only. 'Price-Bid' should be clearly mentioned on the cover.

**Document comprising in Financial Bid.**

- Financial Bid form / Price Schedule (Annexure – II & II-A) – Rate must be quoted as per format specified, failing which tender shall be summarily rejected.
3. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
  4. Both the '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.
  5. The tender submitted after the due date and time shall be rejected. Your quotation must be clearly legible, duly signed by authorized signatories. Any eraser or alteration must appear specifically in quotation. Bidder may visit NIB for inspecting site, if required prior to submission of bid.
  6. If the items is available in DGS&D Rate Contract, copy of the Rate Contract may please be provided /enclosed.
  7. Copy of Sales Tax clearance certificate duly attested by a Gazette officer.
  8. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.
  9. Validity of the offer should be kept open for a period of not less than **Four months** (120 days).

Yours faithfully

  
(P.K. Mohapatra)  
Section Officer (Admn)

- Encl: 1. Technical Specification – I
2. Price Schedule – Annexure – II & II-A for 5 years AMC & CMC after expiry of warranty period.
  3. Performance Bank Guarantee – Annexure – III

ANNEXURE-1

**NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA**  
**SPECIFICATION OF REFRIGERATOR CUM FREEZER**

S.No	Parameter	Specification
1	Capacity and type	400-600 litres, Vertical type
2	Exterior Dimensions	Height – 1500- 1900 mm Width – 600- 900 mm Depth – 700-1100 mm
3	Temperature Range	Refrigerator 2-8 °C and freezer -20 °C
4	Temperature Control	Digital Indicator with safety Alarm
5	Temperature Output device	Data logger with data output display
6	Temperature settings & Display	Adjustable and Digital display
7	Power source	220-240 Volts AC
8	Alarm	Audible alarm for high & low temperature and system failure alarm
9	Refrigerator system	CFC free refrigeration system. Freezer should be supplied with 3KVA voltage stabilizer.
10	Certification	CE/ISI etc.
11	Warranty	2 year warranty and 5 years AMC
12	Documents	<ul style="list-style-type: none"><li>• IQ/OQ/PQ with all documents in original at NIB site.</li><li>• Operating/ Instruction Manual (English).</li></ul>
13	safety, training	<ul style="list-style-type: none"><li>• Installation: supplier of the instrument must provide free installation, commissioning and testing of the equipment at the NIB site</li><li>• Onsite comprehensive training for lab staff &amp; support service till customer satisfaction with system</li></ul>

**ANNEXURE - II**  
**PRICE SCHEDULE - Tender No. Q/NIB/17-18/62**  
**Refrigerator-cum-Freezer**

1 Sl. No.	2 Item Description	3 Qty. & Unit	4 Price for each Unit			5 Unit price INR	6 Total Price (FOR NIB, NOIDA) INR
			Ex-Works Price	Packing & forwarding	Inland transportation insurance and other local costs incidental to delivery etc.		
1	Refrigerator cum Freezer (2-8° C, and Freezer -20°C) - as per technical specification Attached at Annex. - I	02 nos.	(a)	(b)	(C)	(a +b +c +d)	3 X 5

**Notes:**

- 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 as per site requirement.
- Image of laboratory \_\_\_\_\_ enclosed.
- Delivery Schedule: Material required by NIB - 2 weeks from the date of receipt of Supply Order. Delivery period offered by supplier:- ..... weeks.
- In case of discrepancy between unit price and total price, the unit price shall prevail
- Destination of material : National Institute of Biologicals. A - 32, Sector - 62, Noida - 201 309 (U.P.)
- Bidders to quote Ex-Works price in Rupees and other charges (if any) towards Packing & Forwarding, Excise Duty, 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**
- Indicate Installation / erecting schedule \_\_\_\_\_ (DAYS/WEEKS). Cost \_\_\_\_\_ if any and inclusive / exclusive in above price.
- "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, GST, Freight etc.
- Taxes and duties not specified in the Price Bid, will be treated as inclusive.

Total bid price in fig \_\_\_\_\_ In words \_\_\_\_\_

Tender No: Q/NIB/17-18/62

Place:

Date:

Signature of Bidder \_\_\_\_\_  
 Name \_\_\_\_\_

Business address \_\_\_\_\_

\*Taxes if not mentioned may be treated as inclusive



**ANNEXURE – II-A**

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

1	2	3	4					5
Item No.	Brief Description of Goods	Quantity (Nos.)	Annual Maintenance Contract Cost for Each Unit year wise					Total Annual Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1st	2nd	3rd	4th	5th	
			a	b	c	d	e	
<p>a) The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing &amp; calibration as per technical/ service /operational manual of the manufacturer, including labour, after satisfactory completion of Warranty period to be quoted for next 5 years on yearly basis. The supplier shall visit Institute's site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the AMC period.</p> <p>b) The cost of CMC 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.</p> <p>c) The supplier shall not claim any interest on payments under the contract.</p> <p>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.</p> <p>e) Cost of AMC will be added for Ranking/Evaluation purpose.</p> <p>f) The payment of AMC will be made on six monthly basis after satisfactory completion of said period, as agreed by NIB.</p> <p>g) During AMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.</p> <p>h) The payment of will be made as stipulated as per the Contract commi by the Institute.</p>								

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 anyway 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 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 or 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.