



**TWO-BID SYSTEM**  
**Procurement Department**  
**TENDER ENQUIRY**

No. Q/NIB/16-17/70

Date: 08.09.2016

**Due Date of submission : 28.09.2016 Time: 15:00 Hours**  
**Due Date of Opening: 28.09.2016 Time: 15:30 Hours onwards**

**To:**

All Vendors

**Subject: Invitation of offer for Solid Knob Type Stainless Steel Calibration Weights -Reg.**

Dear Sir,

I am directed to send to you this Tender Enquiry with the request to submit your most competitive offer for supply of the following items as per Technical Specification enclosed:-

S. No	Description of Material	Qty
1.	Solid Knob Type Stainless Steel Calibration Weights <i>Class F-1</i> (as per specification attached at Annexure-I)	01 Set

Please indicate price on following terms:

- Price:-** FOR Destination NIB, NOIDA, U.P.
- Taxes:-** Sales Tax/CST/VAT without Form C/D
- Excise Duty:-** Applicable Excise Duty. 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.
- Payment:-** 100% payment within 30 days from the date of satisfactory receipt installation and acceptance of materials at NIB.
- Earnest Money:** Rs. 4500/- (Rupees Four thousand five hundred only) to be submitted alongwith the offer in shape of Demand Draft Drawn in favor of National Institute of Biologicals payable at Noida/New Delhi. Without EMD, the offer will not be considered. The EMD shall be refundable to un-successful bidder after placing Purchase Order
- Delivery:-** Within 2 (two) - Weeks required by NIB. Offered by vendor \_\_\_\_\_.
- Installation:** Installation/demonstration and training will be given by vendor.
- Warranty / Guarantee :** - 12 months from the date of satisfactory acceptance of materials.
- Settlement of Dispute**  
All disputes or differences of any kind whatsoever that may arise between the NIB and the 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 as under:-

**a. Cancellation**

All such disputes or differences shall in the first place be referred by the Supplier to the NIB in writing for resolving the same through mutual consultations, discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences by Cancellation.

**b. Arbitration**

It is a term of this contract that Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

- i. If the Supplier is not satisfied with the settlement by the NIB on any matter in question, disputes or differences, the Contractor / Supplier may refer the disputes to the Director of the NIB in writing to nominate an Arbitrator to resolve such disputes or differences through Arbitration provided that the demand for Arbitration shall specify the matters, which are in question or Signature of Bidder with Company Seal subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the NIB shall be referred to Arbitrator as the case may be and other matters shall not be included in the reference.
- ii. All disputes shall be resolved by Arbitration conducted under the Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal comprising 3 arbitrators – Each party appointing one arbitrator and the two co-arbitrators appointing the third Arbitrator.
- iii. The Arbitration proceedings shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the Arbitration proceedings under this Clause.
- iv. The language of proceedings, documents or communications shall be English and the award shall be made in English in writing.
- v. The venue of Arbitration proceedings shall be Delhi / Noida and parties would share the cost of arbitration proceedings including fees of the Ld. Arbitrators.
- vi. The fees and other charges of Arbitrators shall be as per the standard schedule of fees fixed by NIB and shall be shared equally between the NIB and the Supplier.

**c. Settlement through Court**

It is a term of this contract that the Supplier shall not approach any Court of Law for settlement of any disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration.

**d. Jurisdiction of Courts**

The courts of Delhi will have exclusive jurisdiction to try and entertain suits between the parties under the Contract.

10. **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.
11. **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 of 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.

**Tender Conditions for Benefits/Preference for Micro & Small Enterprises (MSEs)**

I. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village Industries Board
- d. Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME

II. MSEs participating in the tender must submit on date valid certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid. The certificate should be duly notarized.

III. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

IV. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

V. The MSEs registered with above mentioned agencies/bodies for the tendered item are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).

VI. Purchase Preference – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, MSEs registered with above mentioned agencies/bodies for the tendered item shall be allowed Purchase Preference as under:

1. Single item tender (shall not be split) or Multiple items tender (which cannot be split as per tender conditions):

In case the L1 price is that of a non MSE bidder, then the MSE bidder (whose price is nearest to L1 price) shall be allowed to supply total tendered value provided its price is within the price band of L1 price + 15 percent and it matches the L1 price. In case the MSE bidder (Whose price is nearest to L1 price) refuses to match the L1 price, then the next MSE bidder (whose price is 2<sup>nd</sup> nearest to L1 price and is within a price band of L1 price + 15%) shall be allowed to supply total tendered value, provided it matches the L1 price and so on. If no MSE bidder whose price is within a price band of L1 price + 15% accepts to match the price of the L1 bidder then the Purchase Order shall be placed on the L1 bidder.

2. Multiple items tender (tenders which can be split):

a) MSE bidder(s) is/are L1 for item(s) and the total evaluated price of such items  $\geq$  20% of the total tendered value: Purchase Preference shall not be applicable for the balance items.

b) In other cases, items where the L1 price is that of non MSE bidder(s) and price of MSE bidder(s) is within a price band of L1 price + 15%, "such" items will be offered to MSE bidder(s)

(whose price is nearest to L1 price) for price matching as detailed below. On price matching Purchase Order for "such" items shall be placed on the concerned MSE bidder(s):

(i) Sum Total of the total evaluated L1 price of "such" items and total evaluated L1 price of items where the L1 price is that of MSE bidder(s), is less than 20% of the total tendered value: All "such" items will be offered for price matching. In case the MSE bidder (whose price is nearest to L1 price) refuses to match the L1 price, the item will be ordered on the L1 bidder.

(ii) Sum Total of the total evaluated L1 price of "such" items and total evaluated L1 price of items where the L1 price is that of MSE bidder(s) is  $\geq 20\%$  of the total tendered value: "Such" items will be offered for price matching in such a way that the Sum Total of the total evaluated L1 price of "such" items and total evaluated L1 price of items where the L1 price is that of MSE bidder(s) is at least 20% of the total tendered value. The Items to be offered to MSE bidder(s) will be selected on the basis of the % difference between the L1 price and MSE bidder price (whose price is nearest to L1 price) in ascending order. During this exercise in case the MSE bidder (whose price is nearest to L1 price) refuses to match the L1 price, the item will be ordered on the L1 bidder and will not be replaced by new item for price matching even though the above mentioned 20% of the total tendered value is not achieved.

**Notes:**

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.
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.
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 authorization 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 **three months**.

Please indicate item, our enquiry number and opening date on the top of your sealed envelope positively.

Yours faithfully,

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

- Encl: 1) Annexure-1 (Technical Specification)  
2) Annexure-2 Price Schedule

**NATIONAL INSTITUTE OF BIOLOGICALS****Technical Specification for Solid Knob Type Stainless Steel Calibration Weights starting from 1 g up to 5 kg in the OIML class F1**

- Calibration weights should be of solid knob type and free from adjustment caves.
- The supplied weights should be non-magnetizable and made up of high grade special stainless steel (density of arround7.95 g/cm<sup>3</sup>).
- Each weight should be identified through a unique machine readable serial number that links the weight to its calibration certificate.
- The supplied weights should have only positive deviations from the nominal mass value.
- They have electrolytic polishing and ensure stability as well as longevity.
- The supplied weight in all respects should be in accordance with the OIML R111-1 International Recommendation Material R111 and it also suitable for legal and general metrological applications in research and industry.
- Calibration laboratories meet the international standard for testing laboratories, ISO IEC 17025.a
- The weights must be supplied with traceability certificate from National Physical Laboratory
- It should have packaging of the weights: 1g – 5Kg OIML Class - F1.
- The supplied weight should be having total contents of 11110 g and 16 weights set i.e. 1g, 2g, 2g, 5g, 10g, 20g, 20g, 50g, 100g, 200g, 200 g, 500g, 1Kg, 2 kg, 2 Kg & 5 Kg.
- Accessories like gloves and tweezers should be included.

**ANNEXURE-II**

**PRICE SCHEDULE – Tender No. Q/NIB/16-17/70**  
Solid Knob Type Stainless Steel Calibration Weights

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	Excise duty, if any. Indicate % age applicable as per DSIR Exemption	Packing & forwarding	Inland transportation and insurance and other local costs incidental to delivery etc.		
1	Solid Knob Type Stainless Steel Calibration Weights (as per specification attached at Annexure – I)	1 set	(a)	(b)	(c)	(d)	(e)	(a + b + c + d + e) 3 X 5

**Notes:**

1. Delivery Schedule: Material required by NIB - 2 weeks 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, Excise Duty, ST/CST/VAT (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 01.03.1997
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, ED, ST/CST/VAT, Freight etc.

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

Tender No: Q/NIB/16-17/70

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name \_\_\_\_\_

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

\*Taxes if not mentioned may be treated as inclusive