



**TWO BID SYSTEM  
TENDER ENQUIRY  
Procurement Department**

No. Q/NIB/16-17/81

Date: 26.10.2016

**Due Date of submission :16.11.2016 Time: 3.00 PM  
Due Date of Opening :16.11.2016 Time: 03.30 PM**

To:

All Vendor

Dear Sir,

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

S.No.	Name of Item	Qty
1.	Ultrasonic Bath (Sonicator) (Specification as per attached Annexure-I)	02 Nos.

Please indicate price on following terms:

- Price:-** FOR Destination NIB, NOIDA, U.P.
- Taxes:-** Sales Tax/CST/VAT with and 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 and installation of equipment at NIB, NOIDA.
- Delivery:-** Within 2 (two) - Weeks required by NIB. Offered by vendor \_\_\_\_\_
- Warranty / Guarantee :** - 12 months from the date of satisfactory commissioning.
- Earnest Money:** Rs. 4000/- (Rupees Four thousand 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
- 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.
- Installation:** Installation will be done by vendor.
- 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.

#### **11. Settlements 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**

12. The courts of Delhi will have exclusive jurisdiction to try and entertain suits between the parties under the Contract.
13. 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.

14. The award of work 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.
15. Offer should be submitted in two sets. One Set containing Technical details, Literature, Catalogue etc., Tender commercial terms and EMD should be put in a sealed cover and marked as "**Technical Bid**" Prices should be kept blank.
16. 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.
17. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
18. 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.
19. Copy of Sales Tax clearance certificate.
20. Customer reference list for similar equipments / materials for last three years
21. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.
22. If the item is available on DGS&D Rate Contract, copy of Rate Contract may please be provided / enclosed.
23. 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.

I. **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
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

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.

Yours faithfully,

  
(P K Mohapatra)

Section Officer (Admn.)

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

**PRICE SCHEDULE – Tender No. Q/NIB/16-17/81**

Ultrasonic Bath (Sonicator)

Sl. No.	Item Description	Qty. & Unit	Price for each Unit				Unit price INR	Total (FOR NOID INR)	
			Ex-Works Price	Excise duty, if any. Indicate % age applicable as per DSIR Exemption	Packing & forwarding	Inland transportation insurance and other local costs incidental to delivery etc.			Applicable ST/CST/VAT without Form C or D and Service Tax on services
1	Ultrasonic Bath (Sonicator) (Specification as per attached Annexure-I)	02 Nos.	(a)	(b)	(c)	(d)	(e)	(a + b + c + d + e)	3 X 5

**Notes:**

1. Delivery Schedule: Material required by NIB – Immediately from the date of receipt of Supply order. Delivery offered by supplier:- .....wee.
2. Installation will be done by the vendor.
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, Excise Duty, ST/CST/VAT (with Form C/D, Freight separately in terms of **Percentage** of Ex-Works price. NIB is exempted for Customs & Excise duty under the provision 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, ED, ST/CST/VAT, Freight etc.

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

Tender No: Q/NIB/16-17/81

Place:

Date:

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

Name \_\_\_\_\_

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

## National Institute of Biologicals

### Specifications for Digital Sonicator

S. No.	Parameters	Specifications
1.	System	Digital Ultrasonic bath (Display for timer and temperature) with available degas function for preparation of Liquid Chromatography mobile phase.
2.	Tank capacity (Litres/Gallons)	8-10 L
3.	Size (L/W/D)	10-12 X 6-10 X 6-10 (inches)
4.	Frequency	35- 40 KHz
5.	Drain	Yes
6.	Timer	99 minutes
7.	Tank cover	Impact resistant
8.	Temperature Range	25-80°C (86 to 176F) thermostatically adjustable. Should Display solution temperature in °C
9.	Accessories	Perforated SS trays & support racks
10.	Power Supply	AC 220V, 50-60Hz
11.	Regulatory certification	CE compliance
12.	Display	Digital
13.	Ultrasonic Intensity	PZT-large area oscillating system