



**SINGLE BID SYSTEM**  
**TENDER ENQUIRY**

No. Q/NIB/16-17/90

Date: 06.10.2016

**Due Date of submission : 27.10.2016 Time: 15:00 Hours**  
**Due Date of Opening: 27.10.2016 Time: 15:30 Hours onwards**

To:

All vendors

Dear Sir,

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

S. No	Description of Material	Qty.
1	pH Meter as per specification attached as Annexure - I	01

Please indicate price on following terms:

1. **Price:-** FOR Destination NIB, NOIDA, U.P.
2. **Taxes:-** Sales Tax/CST/VAT without Form C/D
3. **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.
4. **Payment:-** 100% payment within 30 days from the date of satisfactory receipt installation and acceptance of materials at NIB.
5. **Delivery:-** Within 2 (two) - Weeks required by NIB. Offered by vendor
6. **Warranty / Guarantee :** - 12 months from the date of satisfactory acceptance of materials.
7. **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**

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

8. **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.
9. **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.
10. 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.
11. 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 equipment and material for the performance of the work.

**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.

**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 than 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.

(Signature & Date of Tenderers with Rubber Stamp)

**General Terms**

01. Tender No., Item description and Due Date of opening should be clearly mentioned on the envelop.
02. If the item is available on DGS&D Rate Contract, copy of Rate Contract may please be provided / enclosed.
03. Validity of the offer should be kept open for a period of not less than three months.

Yours faithfully,

  
6/10/2016

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

Encl: 1) Annexure-1 Specification

## NATIONAL INSTITUTE OF BIOLOGICALS

## Specification for pH meter.

S.No	Parameter	Specification
1	Model	Benchtop pH Meter
	Item Specification:	pH Range : 0.00 to 14.00pH & mV $\pm 999.9$ mV ; $\pm 2000$ mV pH Resolution : $\pm 0.01$ pH pH Accuracy : $\pm 0.01$ pH mV Range : 0 to $\pm 1999$ mV mV Accuracy : $\pm 1$ mV Temperature Range : 0 to 100°C Temperature Accuracy : $\pm 1^\circ\text{C}$ , (Temperature Compensation automatic & manual) Ultra slim electrode for small & narrow bottles Up to 5 point calibration, 7 standard buffers available (1.68, 4.01, 6.86, 7.01, 9.18, 10.01, 12.45), and 2 custom buffers
2	PC Connectivity & Data Logging	Microprocessor with digital display, Non-volatile memory with electronic data recorder with Access control system. Data transfer software and connectivity with PC.
3	Certification	MEF Certification/EN ISO 13485:2016/or any other international equivalent.
4	warranty or guarantee	Minimum 3 three year guarantee /warranty and next 5 year AMC/CMC service at vender site.
5	Other requirement	Vendor must provide PIQ, IQ, and PQ & OQ.  The supplier should provide comprehensive training to users on operation of the instrument and application support onsite as per specifications