

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
Procurement Department
TENDER ENQUIRY

No.Q/NIB/13-14/118/1045

Date: 14.07.2017

Due Date of Submission : 03, 08.2017 : Time: 15:00 Hours
Due Date of opening : 03, 08.2017 : Time: 15:30 Hours onwards

To

Sub: Tender Enquiry for refilling of Fire Extinguishers: Reg.

Dear Sir,

I am directed to send you this Tender Enquiry with the request to submit your offer for refilling of empty Fire extinguisher cylinders.

S.No.	Description of items	Qty
01	Refilling Fire Extinguisher, 2.0 Kg – Co2	25Nos
	Refilling Fire Extinguisher, 4.5 Kg - BC	05Nos
	Refilling Fire Extinguisher, 5.0 Kg – ABC	42Nos
	Refilling Fire Extinguisher, 10.0 Kg - BC	14Nos
	Refilling Fire Extinguisher, 22.5 Kg – BC	06Nos
	Refilling Fire Extinguisher, 50 Kg - ABC	06Nos
02	Pipe & Horn for 22.5 Kg	01Nos
	Pipe & Horn for 5/10 Kg.	05Nos

Please indicate price on following terms:-

- Price:-** For Destination (Price should be quoted inclusive of the cartage charges for taking the above fire extinguishers to your works for refilling and return to NIB after refilling with free delivery at NIB, A-32, Sector-62, Noida.
- Taxes:-** Sales Tax/CST without Form C/D
- TDS:-** TDS if applicable will be deducted as per norms.

4. **Excise Duty:-** NIB is having Central Excise Duty exemption certificate in terms of Govt. Notification No.10/97-Cendtral Excise dt.01.03.97. Applicable rate of Excise Duty be given in view of exemption.
5. **Custom Duty:-** NIB is having Custom Duty exemption certificate in terms of Govt. Notification No.51/96-Customs dated 23rd July-1996. NIB will provide the exemption certificate to avail concessional exemption on Custom Duty.
6. **Payment:-** Payment within 30 days from the date of satisfactory receipt, installation and acceptance of cylinders.
7. **Delivery:-** 2 weeks required by NIB. Offered by vendor _____.
8. **Warranty/Guarantee:-** 12 Months from the date of supply, installation and acceptance of items at NIB, Noida.
9. **Installation:-** Installation will be done by the vendor.
10. **Performance Security:-** In case of award of supply order, vendor is required to submit Security deposit within 07 days from the date of award of order for Rs.1,00,000/- (Rupees One lac only) in the form of DD drawn in favour of "National Institute of Biologicals" payable at Noida/New Delhi. **Bank Guarantee/ Security deposit** will be returned to firm after satisfactory refilling and installation of cylinders
11. **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.
12. **Earnest Money Deposit:-** Rs.1500/- (Rupees One thousand five hundred only) to be submitted with the offer in the shape of DD drawn in favour of "National Institute of Biologicals" payable at Noida/New Delhi. Without EMD the offer will not be considered.
13. The Tenderer/Vendor will be responsible for all inclusive refilling, servicing, including their consumables required for the fire extinguishers installed in NIB, Noida. Any loss or damage during refilling will be at contractors risk and cost.
14. **Delay delivery discount:-** In case of delayed delivery of 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 or 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.

General Terms and Condition:-

- a) Tender No., Item description and Due date of opening should be clearly mentioned on the envelop.
- b) Validity of the offer should be kept for a period of not less than four months from the date of submission.
- c) Please indicate item, our enquiry number and opening date on the top of the envelope positively.

Yours faithfully,


(P.K. Mohapatra)

Section Officer (Admn.)



(On Non-Judicial Stamp Paper appropriate value)

Section VIII-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.