

An autonomous institute of Department of Biotechnology, Government of India Knowledge City, Sector 81, Mohali-140306 Punjab, INDIA

NABI/ 1(007)/ 17-18/ N-Pur

19th May 2017

То

NOTICE INVITING QUOTATION

Dear Sirs,

Sealed Quotations in TWO BID SYSTÉM are invited on behalf of Executive Director NABI, Mohali for the purchase of following items so as to reach latest by 13th June 2017 on or before 3.00 PM. <u>Technical and Commercial bids should be sent in separate sealed envelopes and enclosing them in a common sealed cover</u>. The Quotations will be opened on the same day at 4.00 PM in the presence of tenderers, if any:

| Item Description/specification | Qty |
|---|--|
| Supply and fixing of Glass Film Frosted in NABI Lab Building Make : Avery/Garware/Amfrost or Equivalent | 4360 Sq Ft app |
| | Supply and fixing of Glass Film Frosted in NABI Lab Building |

BEFORE QUOTING, PLEASE READ THE GENERAL TERMS AND CONTIONS CAREFULLY

The following documents giving full details are enclosed:-

Annexure-I - General Terms and Conditions including eligibility conditions.

Annexure-II - Proforma for Technical Bid and Undertaking.

Annexure-III - Proforma for Financial Bid.

Yours faithfully, -sd-

(S. Krishnan) Stores and Purchase Officer



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Annexure I

General Terms and Conditions including eligibility conditions

1) Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). Envelop of Part – I should be superscribed as "Tender for Supply & fixing of Glass Films Part – I Technical Bid" and envelop of part – II should be superscribed as "Tender for Supply & Installation of the Glass Films Part – II Financial Bid".

2) Pre-Qualification/Eligibility Criteria

a) Should have satisfactorily completed supplying and fixing of glass film of values listed below during the last seven years in any of the Government Organizations/PSU/Autonomous Bodies/Universities/Reputed Private firms

Three similar order value of each costing not less than ₹ 1,03,500/-

Two similar order value of each costing not less than ₹ 1,29,375/-

One similar order value of each costing not less than ₹ 2,07,000/-

Proof of order copies/Invoice should be enclosed along with the <u>**TECHNICAL BID**</u>. Otherwise the bid will not be considered for further evaluation.

b) The Tenderer must have PAN/TIN No. and VAT No. and must submit legible self-attested copies of PAN/TIN No. and VAT No. along with Technical Bid.

The quoting firm was advised to see the existing Glass film available at NABI before quoting the rates as in no case the quality of the proposed glass films should be inferior to the existing Glass Film available at NABI.

3) Preparation and Submission of Tender:

The tender should be submitted in two parts viz. Technical Bid and Commercial Bid in the proforma given in Annexure-II and Annexure-III respectively with each Bid kept in a separate sealed cover. Each cover must contain the address of the Bidder, and should be superscribed with the statement "Technical Bid" and "Commercial Bid", as the case may be. These two covers should then be kept in another sealed cover addressed to The Executive Director, National Agri-Food Biotechnology Institute, Knowledge city, Sector 81, Mohali duly superscribed with the statement "Tender for Supply and fixing of Glass Film at NABI Campus" and TENDER No: NABI/1(007)/17-18/N-PUR

4) Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

A "sole proprietor" of the firm or constituted attorney of such sole proprietor:

A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, NABI shall, without prejudice, cancel the



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contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(e) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and a formal agreement will also be drawn regarding the contract.

5) Technical Bid:

- 5.1 The Technical bid should be submitted in form given in Annexure-II.
- 5.2 All columns of the proforma should be filled and accompanied by documentary evidence in support of the information provided against different columns, failing which the Bid would be liable for cancellation.

6) Commercial Bid:

6.1 The Commercial Bid should be submitted in the form given in Annexure-III. The Commercial Bids of only those bidders who are short-listed after evaluation of Technical Bids will be opened. Item wise rates should be quoted as per the format.

7) Validity of offer:

The bids shall be valid for a period of sixty days from the date of opening of the financial bid.

- 8) Opening of Tender: The Technical bids will be opened on 13th June 2017 at 3.00 PM in NABI Campus, Sector 81, Mohali. The tenderer is at liberty to attend either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and a proof of identification. Those who will qualify in Technical Bid evaluation shall be intimated on phone/ by fax/by e-mail. If any unscheduled holiday occurs on the date of submission/opening, then next working day shall be the prescribed date of submission/opening. Requests for postponement will not be entertained. Fax/email bids may not be accepted. Late/Delayed tenders shall not be opened.
- 9) Criterion for Evaluation of Tenders: The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure-II and then on the basis of commercial information furnished in form given in Annexure-III. The Commercial Bid (Annexure-III) of only those firms that are found eligible based on eligibility conditions will be opened. Any inferences drawn by the tenderers or their representatives during the opening of the Technical Bid will be their own view and NABI will not be responsible and required to abide by the same.

10) Right of Acceptance:

- 10.1 NABI reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of NABI in this regard shall be final and binding.
- 10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the firm's quotation.
- 11) <u>Communication of Acceptance:</u> Successful bidder will be informed of the acceptance of his bid by speed post/ fax/email.



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12) <u>Time Schedule for Completing of work:</u> The supply must be completed within 30 (thirty days) of receipt of the Purchase Order. No Deviation in this regard.

13) Liquidated Damages:

- 13.1 If the firm fails to execute the supply as per purchase order in full or part as per the terms and conditions stipulated therein, the institute can recover liquidated damages from the firm @ 1% per week of the value of undelivered stores/items, subject to a maximum of 10% of the value of undelivered stores/items.
- 13.2 In case the supplier has failed to complete the order within the stipulated time, Institute reserves the right to cancel the contract.

14) Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by NABI in that event.

15) Right to Call upon Information Regarding Status of work:

NABI shall have the right to call upon information regarding status of work at any point of time.

16) Tolerance Clause:

- 16.1 NABI/the purchaser reserves the right to place the orders on the successful tenderer for any additional quantity at the same rates quoted by the bidder. At the option of the purchaser, the quantity can also be reduced when felt necessary.
- 16.2 The tenderers are bound to accept the orders for additional quantity under this clause if orders are issued at the time of placement of contract, or during the currency of the contract.
- 16.3 If different rates for specific items of stores or slab rates are quoted, the tenderer shall apply the additional quantity in respect of each specific item and each slab at the respective rates quoted by the firm for these items at these slabs.
- 16.4 The withdrawal of any slab rates after opening of tender will render entire tender invalid and invite action which may result banning of business dealing with firms/suppliers including in such practices.

17) Terms of Payment:

- 17.1 The Payment shall be made to the successful bidder after the completion of satisfactory work certified by NABI Scientist in Charge/Staff in charge.
- 18) If any NABI structure/Glasses damaged during the fixing of same by the successful bidder(supplier), the same shall be rectified by the successful bidder otherwise NABI will rectify the same and the cost incurred will be deducted from the outstanding bills.
- 19) Once the order is awarded, it is the responsibility of the successful bidder to protect the materials by providing suitable watch and ward.



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- 20) The successful bidder (supplier) shall be held responsible for any accident, damage or injury caused to any of his employees or property or any person at the time of fixing the glass film.
- 21) The fixing of glass film shall be carried out without causing any inconvenience to the NABI employees and works in progress.

22) Clearance of site on completion

Upon completion of works, the successful bidder(supplier) shall clear and remove all the unused materials, rubbish materials from the site of installation otherwise NABI will remove the same and deduct the cost incurred for the same from the payment to be made.

23) Insolvency etc.

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified NABI, Mohali shall have the power to terminate the contract without any prior notice.

24) Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

25) Jurisdiction:

The courts at Mohali alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Mohali court shall have jurisdiction in the matter.

Yours faithfully, -sd-

(S. Krishnan) Stores and Purchase Officer



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ANNEXURE "II"

TECHNICAL BID FORMAT (TO BE SUBMITTED ALONG WITH THE TECHNICAL BID)

| Sr. No | Description Name and Address of the Tenderer including email ID and contact details, PAN/ TAN /TIN | Yes/No/ Details to be enclosed | Documentary Proof Page No (if reqd) |
|-----------|--|---------------------------------|---|
| 2) | Whether each page of Tender Document and its Annexures, have been signed stamped and enclosed | Yes/No | |
| 3) | Whether ready to supply the material within the period given by the Institute | Yes/No | |
| 4) | Whether the tenderer is black listed for supplying any item by any Govt. concern or otherwise penalized. | Yes/No | |
| 5) | Whether the tenderer has enclosed the regarding the "the tenderer should have satisfactorily completed three similar supplies of each costing Rs.1,03,500/- or above OR two works each costing Rs. 1,29,375 or above OR one work costing Rs.2,07,000 or above in Central Government/Central Autonomous Body/Central PSU/ Central Undertaking Body/State Government Department/Govt. Educational Institute)/Private company during the last seven years ending last day of 13 th June 2017. Proof of order copy/Invoice should be enclosed along with the technical bid. | Yes/No | |
| 06) | Whether you have read and understood all the tender terms and conditions and whether you accept it unconditionally. | Yes/No | |

Seal and Signature of the tenderer



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ANNEXURE "III"

Financial Bid Format

(To be submitted along with financial bid) TENDER No: NABI/1(007)/17-18/N-PUR

Sub: Supply and Fixing of Glass Film (Frosted)

| Sr. | Item Description | Quantity | Rate | VAT / | Total Value |
|-----|---------------------------------|------------|------|-------|-------------|
| No | | | | CST | |
| 1) | Supply and fixing of Glass Film | 4360 Sq ft | | | |
| | Frosted in NABI Lab Building | | | | |
| | Make : Avery/Garware/Amfrost or | | | | |
| | Equivalent | | | | |

DECLARATION

- 1) We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to NABI to any other Government organisations/ Autonomous Bodies/PSU/Research Institutes/State Government Organizations/Central/State Universities nor they will do so till the validity of offer or execution of purchase order, whichever is later.
- 2) I/We have gone through the terms and conditions stipulated in the tender documents and confirm to abide by the same.
- 3) The rates quoted are FOR NABI, Sector 81, Mohali. No other charges would be payable by the institute.
- 4) We hereby inform you that we have not been blacklisted by any Government organization/department/Central Government/State Government funded autonomous bodies/Central/State Universities.

Seal and Signature of the tenderer