TENDER ENQUIRY

The Director, NIB invites duly sealed tenders, in two bid system (Technical & Price Bid) from reputed printers for designing, printing and supply of report on “Survey of Extent of Problems of Spurious and Not of Standard Quality (NSQ) Drugs in the Country.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of Material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Designing, Printing and Supply of Report in English, as per specifications enclosed as <strong>Annexure-I</strong>. (Pages 500 approx.)</td>
<td>1000 Copies</td>
</tr>
<tr>
<td>2</td>
<td>Designing, Printing and Supply of Executive Summary in English with Pen Drive of appropriate capacity (Min. 8GB), as per specifications enclosed, as <strong>Annexure-I</strong>. (English) (Pages 25-30 approx)</td>
<td>1000 Copies</td>
</tr>
<tr>
<td>3</td>
<td>Designing, Printing and Supply of Report in Hindi, as per specifications enclosed as <strong>Annexure-I</strong>. (Pages 500 approx.)</td>
<td>500 Copies</td>
</tr>
<tr>
<td>4</td>
<td>Designing, Printing and Supply of Executive Summary in Hindi with Pen Drive of appropriate capacity (Min. 8GB), as per specifications enclosed as <strong>Annexure-I</strong>. (pages 25-30 approx)</td>
<td>300 Copies</td>
</tr>
</tbody>
</table>

The number of copies or number of pages as mentioned above may be increased or decreased up to 25%

The details of General Technical specification of required work may be referred in attached “Annexure -I”

Pre-Bid Meeting : 15/03/ 2016 at 2:30PM onwards *(at NIB Campus only)*

Last Date and time of submission of Tender : 28 /03/ 2016 up to 3:00PM

Technical Bid Opening : 28/03/ 2016 at 3:30PM onwards

EMD and Tender Document Charges : The Bidder shall furnish Non-Refundable bid security of Rs. 45,000/- (Rs. Forty Five Thousand Only) in the form of Demand Draft in favour of National Institute of Biologicals, NOIDA payable at NOIDA from a schedule bank OR Bank Guarantee as per the format enclosed at Annexure- II

The cost of tender document Rs. 1145/- (Rs. Eleven Hundred & Forty Five Only) along with EMD amount of Rs. 45,000/- (Rs. Forty Five Thousand Only) must be submitted through demand draft /pay order/ bank guarantee otherwise the tender of concerned agencies will be summarily rejected.
PRE-QUALIFICATION CRITERIA:-

1. Printers are supposed to design (graphics), print and supply the Drug Survey Report and other jobs within a period of 30 days from the date of assignment of job. Certain jobs may are to be printed on priority basis which may require round the clock working.
2. The requisite quantity/quality of paper to be used for printing of text, cover and illustrations are to be arranged by the printers.
3. The Printer/Bidders **blacklisted** at any stage by Central /State Government Body /PSUs/Autonomous Bodies etc. need not to apply.
4. The Printer/Bidder should have their own printing facility within NCR region.
5. The Printer/Bidder should be a registered firm engaged in printing and designing business with minimum experience of 05(five) years. Detail to be provided.
6. The firm must have own printing set up with sufficient infrastructure, technical expertise and financial capability to undertake the assigned printing job work.
7. All the printing works like Page Layout, Positive making, Plate making, Printing, Lamination and Binding etc. should be done within Press/in house only.
8. The Printer/Bidder should have experience of similar multi-colour printing work either of Survey Reports/ Annual Report of Central/State Governments or of any other reputed organisation like WHO/UNICEF etc. The nature of completed work should be publication of Annual Reports/Conference Reports/Scientific Magazines /Scientific Bulletin /Brochures/Journals/Survey Reports etc. copies of such publications should be furnished.
9. List of clients for whom similar work has been executed is to be enclosed with quotation.
10. The printer should have average annual turnover of at least Rs.5.00 crores (Rupees Five Crore) during the last three financial years (copy of audited financial statement to be provided).
11. Experience of having successfully completed similar works during the last seven years ending 29th Feb, 2016 should be either of the following.
   a) Three similar completed works each costing not less than the amount of ₹11,00,000/- (Rupees Eleven Lakh)
   Or
   b) Two similar completed work each costing not less than the amount of ₹13,00,000/- (Rupees Thirteen lakh)
   Or
   c) One similar completed work costing not less than the amount of ₹17,20,000/- (Rupees Seventeen Lakhs Twenty Thousand Only).

TERMS & CONDITIONS:

1. **TWO BID SYSTEM**: Tender must be submitted in duly sealed envelope and in two parts separately, i.e. “Technical Bid” (Part-A) and “Price Bid” (Part – B). Both the parts should be further sealed in a bigger envelope which must be duly super scribed in capital letters “ENQUIRY FOR designing, printing and supply of Drug Survey Report of the Institute for the year 2015”. Tender, if submitted in person should be dropped in the tender box kept at the reception and should not be handed over to any employee of
NIB. The sealed offer should be sent to the Director, National Institute of Biologicals, Ministry of Health & Family Welfare, Govt. of India, A-32, Sector 62, Noida – 201309, Uttar Pradesh so as to reach on or before 28/03/2016 at 3:00PM.

2. The envelopes must be Super-scribed with the following information:

<table>
<thead>
<tr>
<th>Tender Reference Number</th>
<th>Details of EMD</th>
<th>Name and address of bidding agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date &amp; Time of submission of tender</td>
<td>Due date of opening tender</td>
<td></td>
</tr>
</tbody>
</table>

3. NIB shall not be responsible for delayed / late submission / received late by Post / Courier etc. resulting in disqualification / rejection of any bid on the grounds that the tender had not reached NIB on or before the due date and time. Tenders sent by Fax / Email will not be accepted.

4. Offer must be received on or before the scheduled due date & time. If the scheduled date of tender opening happens to be a holiday, the bids shall be opened on next immediate working day at same time. Request for postponement will not be entertained.

The following may be noted:

- The offer should be complete in all respect. Each page of the bid should be signed and stamped. Any cutting / corrections, if any, also must be duly signed.
- The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
- The Technical bid and Price Bid must be submitted in an organized and structured manner. Brochures / leaflets etc. should not be submitted in loose form. Please indicate page numbers on your offer e.g. if the offer contains total 25 pages then indicate as 1/25, 2/25, 3/25 ………25/25.

(A) TECHNICAL BID SHOULD CONSIST OF:

PART A- Technical Bid shall be submitted in a sealed cover (first envelope) duly super-scribed as Designing, printing and supply of Drug Survey Report of the Institute for the year 2015’. The Technical Bid shall consist of following:

i) Tender Terms and Conditions: each and every page signed by the Printer along with the supporting documents.

Application Form (Annexure–A) duly filled-in along with the supporting documents.

ii) A demand draft of Rs.45,000/- (Rs. Forty Five Thousand Only) in favour of National Institute of Biologicals, Noida towards earnest money.

iii) A demand draft of Rs.1145/- (Rs. One thousand one hundred forty five only) in favour of National Institute of Biologicals, Noida towards the cost of Tender Form, if the tender form has been downloaded from the website.

v) Sample of any scientific govt. report.

vi) Agreements / work orders for similar work of designing, printing & supply. The addresses and contact numbers of the present customers.

vii) Printed samples bearing print-line.

viii) Any other information, which may be considered relevant to this job.

ix) Copy of Registration of firm with VAT/CST/TIN/ST/PAN Nos.

(B) FINANCIAL BID SHOULD CONSIST OF:

PART B—Financial Bid shall be submitted in a separate sealed cover (second envelop) duly super-scribed as Financial Bid for designing, printing and supply of Drug Survey Report of the Institute for the year 2015”. The Financial Bid shall consist of following:

a) The proforma of schedule of rates for designing, printing and supply. (Annexure-III) duly filled in.
b) Price:— FOR Destination- NIB, A-32, Sector-62, Noida
c) Taxes:— Sales Tax/CST/VAT **without** Form C/D
d) Service Tax — Applicable rates
e) Excise Duty — Applicable Excise Duty

5. Please note that there should not be any price information in the Technical Bid failing the offer will summarily be rejected.

6. Printer has to give an affidavit (in a non-judicial stamp paper worth Rs. 100/- duly notarised) mentioning that text as under.

✓ My/our firm has not been blacklisted during last three years by any of the Govt. Department / Govt. Autonomous Body / Institute / PSU, etc.
✓ My / our Firm has not any dispute with any of the Govt. Department / Govt. Autonomous Bodies / Institutions / PSUs / Plus etc.
✓ My / our Firm has not submitted any fake certificates / documents and later on if any such certificates / documents’ found to be fake / wrong, any criminal and legal action can be taken against their Firm / Agency besides forfeiture of Earnest Money & blacklisting etc.
✓ There are no complaints against my / our Firm such as delayed supply, non-submission of performance Bank Guarantee (BG) and refusal of supply and for which no punishment of any type.

7. Offer must be in Indian Rupee only.

8. The Price Bid should the submitted in the enclosed format (Annexure-III) and in a separate sealed envelope complete in all respects with proper seal and signature of authorized person.

9. Discount, if any, should be mentioned clearly in the price bid at appropriate place only.

10. All the quoted rates should be in both figures and words without any overwriting. In case of numeric error the amount in words will be considered. Copy of latest work order received from other Govt. Organization, Deptt. Or Institute for the similar work to justify the price reasonability.

11. **Taxes / duties are to be specified clearly; else price will be treated as all inclusive.**

12. The bidder should quote unconditional rates and indicate the item wise prices along with taxes and discount offer, packing, forwarding, transit insurance, freight paid and door delivery basis including handling / unloading at purchaser site separately. The
contract prices shall also include excise duty, sales tax, any other state or central taxes and duties applicable at the time of supply of reports and should be indicated separately in the offer itself. Further the rates quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.

13. **Excise Duty Exemption:** NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing Custom Duty Exemption in terms of Government Notification No. 51/96- Customs dated 23rd 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.

14. **Transit Insurance:** For delivery of report 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.

15. **Tender Document Fee:** Tender document can also be downloaded from our website www.nib.gov.in which should be enclosed while submitting the Tender Documents. This is to be noted that downloaded tender documents is subject to verification with original documents uploaded on the website. The cost (Non-refundable) of tender document Rs. 1145/- (inclusive of UP VAT) (if downloaded from website) must be deposited in form of separate “Demand Draft” or “Pay Order” in favour of NATIONAL INSTITUTE OF BIOLOGICALS, payable at NOIDA/Delhi.

16. The Tender Document can also be obtained from NIB Finance Division on payment of requisite Tender Fee of Rs. 1145/- (inclusive of UP VAT in form of separate “Demand Draft” or “Pay Order, payable at NOIDA/Delhi.

17. **Earnest Money Deposit:** The EMD amount Rs. 45,000/- (Rs. Forty five thousand Only) must be submitted along with Technical Bid in the form of a Demand Draft or Pay Order only (from a NATIONALIZED/schedule BANK ONLY) drawn in favour of the NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA. No cheques / cash shall be accepted as EMD. The particulars of EMD (i.e. D.D. No. & date) must be super-scribed on the top of the envelope. The offer will be summarily rejected if EMD is not enclosed with Technical Bid.

18. **Price:** - FOR Destination NIB, A-32, Sector-62, Noida, U.P.

19. **Refund of EMD:** The EMD will be returned to the unsuccessful bidders as soon as possible after the completion of tendering process. No interest will be paid on EMD amount.

20. **Performance Security:** - 10% of total value of contract will be obtained from successful bidder. Performance Security may be furnished in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, Bank Guarantee (Annexure-IV) from a Nationalised Bank/Schedule bank. Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all conformational obligations of the supplier including warranty obligations (Six months) as decided by NIB. Bid security (EMD) will be refunded to the successful bidder on submission of performance security by printer.

21. **Technical Bids Opening:** Technical Bids will be opened on 28/03/2016 at 3:30pm at NIB, Noida in the presence of the printers or their authorized representatives who choose to attend the same. The technical bids will be evaluated to shortlist the eligible bidders. The Price Bids of only technically qualified bidders shall be considered for
further processing. If required, NIB reserve the right to verify and cross examine the
credential of test report submitted by printer and may ask to submit required detail.

22. **Price Bids Opening:** Price bids of technically qualified bidders only shall be opened in
the presence of the bidders or their authorized representatives who choose to attend
the same on submission of duly filled and signed certificate attached herewith. The
scheduled date and time of price bid opening will be intimated separately only to techno-
commercially qualified bidders. The bidder’s name, bid prices and discount, if offered,
will be announced at the time of price bid opening. **Camera / mobile phones etc. are**
**strictly prohibited during the process of tender opening.**

23. **NIB, Reserves the Right** to verify the credentials furnished by the bidder through a
Technical Evaluation Committee of experts, constituted by the Director, NIB. **If any**
**information furnished** is found to be incorrect at any stage, then the respective agency
shall be liable to be debarred from tendering in NIB in future.

24. **Validity of the Tender:** Bids shall be valid for a period of 120 days from the date of
opening of the Price Bid and **in the event of a breach of this condition, without**
**prejudice to any other or remedy of the institute, the earnest money shall be liable**
**to be forfeited.**

25. **Award of Contract:** NIB shall consider awarding the contract to the eligible printer
whose bid is determined as the lowest evaluated Price bid subject to quality of material
and specifications mentioned in the tender. However, competent authority of NIB does
not bind itself to accept the lowest or any other tender and reserves the right to choose,
accept or reject any or all offers, in full or part, at any stage, reduce or increase the
quantity, split the order without assigning any reason thereof.

26. **Purchaser’s right to vary quantities at time of Award:** The purchaser reserves the
right at the time of contract award to increase or decrease by up to 25 percent the
quantity of goods and services of originally specified in the schedule of requirements
without any change in unit price or other term and conditions.

27. **Delivery Period:** The report shall be delivered within 30 days after receipt of printing
& supply order, offered by vendor......................... (to Stores & Purchase Section of
NIB, NOIDA between 9.30 AM to 01.00 PM and 2.00 PM to 04.30 PM during any
working days except all weekly off days & Gazetted Holidays. Unloading of goods
/stores and delivery to stores at above mentioned place shall be responsibility of the
printer.)

28. The supplier will be liable to replace the rejected /damaged report within 10 days, failing
which the legal action will be taken as deemed fit by **NIB.**

29. If the printer fails to complete the designing and printing work with in the stipulate time
period, NIB reserve the right to cancel the work. If the failure continues for the second
time or repeated on the part of selected printer, the contract may be cancelled and
performance security would be forfeited apart from taking other legal action by this
Department..

30. **Delay Delivery Discount:**— In case of delayed delivery off all or any item (s) this
Institute 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.
31. **Sample**: The printer has to provide at least 2 to 3 books or report to check its quality and for technical evaluation of work.

32. **Payment Terms**: 100% payment shall be released within 30 days after satisfactory receipt and acceptance of material in good condition along with the soft copy of Reports in Pen Drive on submission of pre-receipted bill in triplicate along with RTGS details of printer. TDS/Taxes will be deducted as per Rules.

33. **Arbitration**: In the event of any dispute arising between NIB and the agency in any matter covered by contract or arising directly or indirectly there from or connected or concerned with the contact, the matter shall be referred to the Director, NIB who may himself act as sole arbitrator may name as sole arbitrator an officer of NIB notwithstanding the fact that such officer has been directly or indirectly associated with contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at NIB, Noida and the decision given by the arbitrator shall be binding for the both the parties. The arbitration and Conciliation Act of 1996 as amended from time to time shall govern the Arbitration proceedings.

34. **Declaration about Designing**: The vendor has to furnish a suitable declaration for each creative design indicating that these are original creation by the relevant agency and not a copy of any other design/patent/copyright/trade mark/report.

35. **Sample Paper**: The Printer/Bidder should enclose, the sample of papers, with the description of the paper viz. brand, make, gsm etc. must be attached with the quotation.

36. **Standards**: Agency selected shall abide by all relevant Rule & Regulations of the Government as issued from time to time and shall be responsible for adhering to norm/rules & regulations/provisions of Ministry of I&B, DAVP, Press & Distribution Act, other applicable Acts/concerned regulatory body(ies).

37. **Guarantee/Warranty/Defect Liability period**: Agency will stand for guarantee for the workmanship of the jobs carried out by him in accordance with the specification stipulated in the contract / S.O. Document for the minimum period of (6) Six months. In case the workmanship of the job done by the contractor found not as per specifications, the agency will have to rectify /replace the same free of cost. In case, he fails to do so, within the period specified by NIB, NIB at liberty to get the same work done at the risk and cost of the contractor and EMD submitted will be forfeited.

38. **Termination of Contract**: The contractor shall not be entitled for any compensation towards any loss or damage in case the contract is to be suspended or to be closed for any reason whatsoever duly communicated by NIB.

39. **Draft Copy**: (1) The Institute will provide test material in soft and hard copy to the printer and the 1st draft proof shall have to be submitted by the printer within 5 working days from the date of handing over of the printing text/matter of the Drug Survey Report. The subsequent amended/corrected draft should be submitted within 3 days. The printed copies (complete in all respect) must be supplied within 30 Days after receiving the final approved proof from the Institute.

40. **The firm should be capable of undertaking the entire work and supplying the entire stock to the satisfaction of NIB. Preference would be given to the firms possessing ISO certification.**
41. The printers are expected to complete the jobs of printing of reports and miscellaneous jobs with good quality within the given time schedule, strictly. The printed reports etc. shall be supplied with proper packing at NIB office, A-32, Sector-62, Noida.

42. Tender Evaluation Committee (TEC) of the NIB will open the technical bids received in the presence of the printers or their representatives who choose to attend the opening of the Technical Bids on the given date and time. Any immediate shortcoming noticed on the spot shall be informed. However, complete list of shortcomings shall be prepared after minute screening of documents. TEC will examine and evaluate each application to determine that the printer:
   i) has provided list of machinery and equipment
   ii) has signed each and every page of terms and conditions;
   iii) has signed each and every page of the application form (Annexure – A);
   iv) has enclosed demand draft for Rs.45,000 towards earnest money.
   iv) has enclosed Demand Draft of Rs. 1145/- towards cost of Tender, if the Tender Form downloaded from the NIB website;
   v) met the required quality of printing as evidenced from printed samples; and
   vi) has attached all documentary evidence required in the application form (Audited Statement of Accounts etc.).

43. On the basis of evaluation, a tentative list of those printers who fulfil the requirement shall be prepared. A team of technical officers may inspect the printing units to verify if the machines are in working order and will also verify the other details mentioned in the application form. Thereafter, a list of printers shall be finalized who qualify in the technical bid.

44. The financial bids of those printers shall be opened and considered who qualify in the technical bid. The financial bids will be opened at the given time and date as intimated by NIB in the presence of the printers or their authorized representatives who may wish to attend. The printers qualify in the technical bids shall be informed of the date and time of opening of financial bids.

45. TEC will prepare a comparative statement of the rates of printing and related work offered by the printers. TEC will decide and finalize the rates for various items based on the comparative chart of rates quoted by the printers.

46. Printers shall ensure to use good quality paper and card as per the standard laid down by the NIB in its specification.

47. Advance copies shall be submitted to the NIB for approval before binding and supply of bulk stocks of report at NIB. In case of any error or defects noticed in the finished books, the necessary rectification shall be carried out by the printers at their cost. The bulk stock received from the printers shall be verified randomly by the concerned Officer and staff of the NIB. If any shortcoming is found, NIB will decide whether to accept the stock after imposing penalty or to reject the whole stock. In case of rejection, the complete stock shall be printed by the printer at his own cost.

48. Printers shall provide a full sheet of paper and card used for the job along with the Mill wrapper having paper specifications along with the advance copies. NIB may go for the chemical testing of paper and card used by the printer, if need to. In case of variation in quality/specification, the complete stock of books shall be liable for rejection. In case of minor variations within the acceptable limit, NIB may consider to accept the stock after
imposing appropriate penalties to be decided by the Director, National Institute of Biologicals, Noida.

49. For all printing jobs, approved schedule of rates for entire task (Designing / Printing / Supply) shall be applicable. No hike in the rates shall be entertained.

50. The tender form and other documents, if any, may be filled in English or Hindi and all entries must be typed or handwritten in ink clearly readable. The printer with his signature, if any, should attest the corrections.

51. Incomplete, ambiguous and conditional tender and tenders not submitted in the prescribed manner or in the prescribed forms shall be rejected.

52. Any clerical error will be responsibility of printer only. (they required to submit for proof reading to NIB before final approval)

   a) The Contractor shall not, without the prior written consent of the NIB, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of NIB in connection therewith to any person or third party other than a person employed and duly authorized by the Contractor. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary.
   b) The Contractor shall not without NIB’s prior written consent make use of contract document or any information relating to this contract in any manner whatsoever.

54. Confidentiality of information: All data obtained by selected printer from NIB during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees and affiliates to any third party other than the NIB’s personnel. This obligation of Contractor shall prevail even after termination of contract. Beside forfeit of EMD / Performance Security, NIB may take legal action, if found any breach of the conditions.

55. The National Institute of Biologicals, Noida reserves the right to accept or reject any or all the tenders and accept the whole or any part of any tender without assigning any reason.

56. Jurisdiction: - Disputes, legal matters, court matters, if any, shall be subject to Delhi Jurisdiction only.

(PCP Mahapatra)
Administrative Officer & i/c Procurement Officer
CHECK LIST

BIDDERS SHOULD FURNISH SPECIFIC ANSWER TO ALL THE QUESTIONS GIVEN BELOW TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Question</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DD/Pay Order for Tender Document Fee.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>DD/Pay Order for stipulated EMD.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tender Document Duly Filled, serially numbered, stamped and signed on each page.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annexure General Information about Bidder filled and signed.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>If registered with NSIC then copy of necessary registration certificate.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>120 days of validity of Tender kept or not.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Copy of Sale Tax Registration Certificate and PAN Card of agency / proprietor</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Rates quoted are in INR only.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Rates not quoted in Technical Bid.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>All other annexures, documents, affidavit, declarations etc. submitted or not.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>List of machinery and equipment</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>List of clients (Govt. Institutes, Labs, PSU etc.) with address and contract of concerned person.</td>
<td></td>
</tr>
</tbody>
</table>
To,

The Director,
National Institute of Biologicals,
Ministry of Health & Family Welfare,
Govt. of India
A-32, Sector 62,
Noida – 201309 Uttar Pradesh.

Sir,

I/We have read and understood the terms and conditions of the Tender and enclosed Annexures. I/We agree to abide to the conditions laid down in the Tender Form.

If our press is enlisted on the required work of NIB, I/WE undertake to accept and to execute all the designing, printing and supply jobs assigned by the National Institute of Biologicals, Noida on the basis of formulated scheduled of entire task. I/we undertake to designing, printing and delivery the assigned jobs as per the deadline. We undertake that, we will strictly observe the laws against fraud and corruption in force in India i.e. “Prevention of Corruption Act 1988”.

I/We confirm that we will comply with the eligibility requirements and other procedures prescribed in the Tender Form.

Signature of Authorised Signatory

Name, Address & Stamp
# ANNEXURE- I

NATIONAL INSTITUTE OF BIOLOGICALS  
MINISTRY OF HEALTH & FAMILY WELFARE  
GOVT. OF INDIA

## SPECIFICATION

### PRINTING SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>8.25” X 11”</td>
</tr>
<tr>
<td>Pages</td>
<td>500 (Approx.)</td>
</tr>
<tr>
<td>Colour</td>
<td>4+4</td>
</tr>
<tr>
<td>Paper</td>
<td>90 gsm Art Paper (matt finish) for inside pages, 170 gsm texture paper for cover pasting</td>
</tr>
<tr>
<td>Font size</td>
<td>10</td>
</tr>
<tr>
<td>Quantity</td>
<td>1000 Reports of 500 pages(approx.) in English.</td>
</tr>
<tr>
<td></td>
<td>1000 Executive Summary of 25-30 pages in English with Pen Drive of appropriate capacity (Min. 8GB).</td>
</tr>
<tr>
<td></td>
<td>500 Reports of 500 pages(approx.) in Hindi</td>
</tr>
<tr>
<td></td>
<td>300 Executive Summary of 25-30 pages in Hindi with Pen Drive of appropriate capacity (Min. 8GB).</td>
</tr>
<tr>
<td>Type of cover page of Executive Summary (both English &amp; Hindi)</td>
<td>170gsm matt paper with UV photograph</td>
</tr>
<tr>
<td>Type of paper &amp; GSM of cover page of Report</td>
<td>170gsm matt paper with UV photograph</td>
</tr>
<tr>
<td>Lamination</td>
<td>Matt Lamination On Outer Cover (With UV if required)</td>
</tr>
<tr>
<td>Packing</td>
<td>Individually In Polythene Sheets and in lot of appropriate Nos. In Corrugated Boxes</td>
</tr>
<tr>
<td>Delivery</td>
<td>F.O.R At NIB Noida</td>
</tr>
</tbody>
</table>

### DESIGNING SPECIFICATIONS:

The National Institute of Biologicals will provide complete input material in soft and hard copy. The designing & art working of the cover pages and of entire text pages of the report including photographs will be provided by National Institute of Biologicals only. The Designers have to submit complete colour dummies for 2-3 times of the Report. Please note that all the colour-corrections and final ready to print output files have to be provided by the agency.
Whereas ……………………… (hereinafter called “the bidder”) has submitted its bid dated …….. (date of submission of bid) for the supply of …………………….. (name and/or description of the goods) (hereinafter called “the Bid”)

KNOWN ALL PEOPLE by these presents that WE …….. (name of bank) of ………… (name of country), having our registered office at …………………. (address of bank) (hereinafter called “the Bank”), are bound unto …………………… (name of purchaser) (hereinafter called “the Purchaser”) in the sum of ___________ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said bank this _______day of __________ 20 _____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the bidder on the bid form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the contract form if required; or

(a) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---------------------------------
(Signature of the Bank)

____________________
Name of Bidder
FORMAT FOR FINANCIAL BID- for report on “Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country”.

(To be given on the letter head of the agency)

(A) Price per copy of report based on the specification mentioned at Annexure-I (complete in all respect).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit Price (Rs.)</th>
<th>Total Price (Rs.)</th>
<th>Taxes &amp; Duties (Rs %)</th>
<th>Total Price (including Tax &amp; Duties (Rs.)</th>
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</thead>
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<tr>
<td>1</td>
<td>Designing, Printing and Supply of Report on “Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country”. Pages Tentatively 500 (approx.). Language – English</td>
<td>1000 Copies</td>
<td></td>
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<td>2</td>
<td>Designing, Printing and Supply of Executive Summary on “Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country” along with Pen Drive of appropriate capacity (Min. 8GB), Pages Tentatively 25-30. Language – English</td>
<td>1000 Copies</td>
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<tr>
<td>3</td>
<td>Designing, Printing and Supply of Report on “Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country”. Pages Tentatively 500 (approx.). Language – Hindi</td>
<td>500 Copies</td>
<td></td>
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<td>4</td>
<td>Designing, Printing and Supply of Executive Summary on “Survey of extent of problems of Spurious and Not of Standard Quality (NSQ) drugs in the country” along with Pen Drive of appropriate capacity (Min. 8GB), Pages Tentatively 25-30. Language – Hindi</td>
<td>300 copies</td>
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Rupees in words:

(B) Text translation charges – English to Hindi

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<th>Description</th>
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<th>Unit Price (Rs./Per page)</th>
<th>Total Price (Rs.)</th>
<th>Taxes &amp; Duties (Rs. /- &amp; %)</th>
<th>Total Price (including Tax &amp; Duties ) (Rs.)</th>
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<tr>
<td>1</td>
<td>English to Hindi</td>
<td>500 approx.</td>
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Rupees in words:
(C) Rates for Additional /Extra/Optional items:

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<th>Description</th>
<th>Multi-Colour</th>
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<td>a</td>
<td>Plus/Minus Charges for additional pages (Set of minimum 4 pages)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>(1) Additional Copy of Report. (Complete in all respect) (Minimum lot of 50 Books)</td>
<td>Per copy</td>
<td>Rs.</td>
</tr>
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<td></td>
<td></td>
<td>Taxes /Duties</td>
<td>Rs.</td>
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<td></td>
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<td>Total cost per copy</td>
<td>Rs.</td>
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<tr>
<td></td>
<td>(2) Summary with Pen Drive of appropriate capacity (Min. 8GB) (Complete in all respect) (Minimum lot of 50 Books)</td>
<td>Per copy</td>
<td>Rs.</td>
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<td>Taxes /Duties</td>
<td>Rs.</td>
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<td></td>
<td></td>
<td>Total cost per copy</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

**NOTE:** Payment will be worked out on the basis of actual number of pages printed.

We have read and understood the terms and conditions contained in this ‘Request for Proposal’ document and these are acceptable to us.

Signature of Authorized Signatory

Name______________________________

Designation _________________________

Seal:

Date:_____________________________

Place:_____________________________
Q/NIB/15-16/69

Section VIII
(On Non-Judicial Stamp Paper appropriate value)

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 anywise 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 under-taking 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 of 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 ___.

17
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.