

NATIONAL INSTITUTE OF IMMUNOLOGY
Aruna Asaf Ali Marg
New Delhi-110067

LIMITED TENDER NOTICE

Name of the Organization : National Institute of Immunology

Website Link : <https://nii.res.in/>

NO.NII/IWS/RC-DATA/2022-23

Dated: - 15.11.2023

Director, National Institute of Immunology (NII), Aruna Asaf Ali Marg, New Delhi-110067 (India) invites sealed tenders from the reputed firm /supplier for entering into Vendor Registration on “Annual contract basis for the work of “Data Cabling”.

Name of the article	EMD to be given (Rs.)
Data Cabling	2000/-

- **Last date & Time for Submission : 30.11.2023 by 1530 Hrs.**
- **Date/Time for opening of bids : 30.11.2023 at 1600 Hrs.**
- **EMD & Tender Document Charges : Payable by ‘DD’ or ‘Pay Order’ in Favour of Director, National Institute of Immunology, Payable at New Delhi.**

THE COST EMD OF RS. 2000/- MUST BE SUBMITTED IN THE FORM OF DD/PAY ORDER OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED. *Please write the name of Form/Agency and Item/ Article with complete address on the reverse side of the Demand Draft/Pay order.*

The bids will be opened in the presence of representatives of tenderers, if any. If the date of opening happens to be a holiday, the bids shall be opened on the next working day at the same time. Requests for postponement will not be entertained. Fax/email bids or Late/Delayed tenders shall not be considered.

Director, NII reserves the right to accept any or all tenders either in part or in full without assigning any reasons there for.

**ASSISTANT ENGINEER
(INSTRUMENTATION)**

GENERAL TERMS AND CONDITION

1. ELIGIBLE TENDERERS

1.1 Tenderer has to give an affidavit (in a non-judicial stamp paper worth Rs.50/- duly notarised) that: (Annexure-'A')

- 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. departments/Govt. Autonomous Bodies/Institutions/PSUs, 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 guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

1.2 Bidder has to submit the following documents to accept their Tender :

- Proof of GST No.
- Proof of PAN Card in respect of Firm or Proprietor as the case may be.
- Copies of IT Returns for the two financial years (2020-21 & 2021-22 i.e. Assessment years 2021-22 & 2022-23)

1.3 The bidder/firm registered with DGS&D/National Small Industries Corporation (NSIC)/Ministry of Home Affairs for these items are exempted from depositing bid security. However, they have to enclose valid registration certificate (s) with their tender in a sealed envelope superscripted "BID SECURITY DEPOSIT".

1.4 Tenderers have to note that over writing/white fluid entries shall be deleted, unless it is duly re-written and initialed. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

1.5 No Bill for part payment will be entertained.

1.6 The tendered rates and the validity of bids shall be for a minimum period of one year from the date of tender is finalized /awarded, or till finalization of tender for next year by the Institute, whichever is earlier. **The Firms/Tenderers, who are unable to provide validity of rates for One year, need not apply.**

1.7 The rates shall be quoted in units/quantity, FOR destination (NII). GST should be specified separately. Cost of packing, forwarding and any other charges, if any, shall be borne by the tenderer. Further, the rate quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.

1.8 All prices must be extended and totaled wherever needed.

1.9 Tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

1.9.1 If the tenderer gives a false statement on any of the above information, the bid will be rejected and the EMD deposited shall be forfeited.

1.9.2 Tender sent by fax/telex/cable shall be ignored.

1. **TENDER DOCUMENT FEE :**

The copy of tender documents downloaded from National Institute of Immunology website www.nii.res.in and www.eprocure.gov.in which should be enclosed while submitting the Tender Documents. Please note that the downloaded tender document is subject to verification with original document given in the Website.

2. **EARNEST MONEY:**

- The tender must be accompanied with Earnest Money of **Rs. 2,000/- (Rupees Two thousand only)** in the form of 'Demand Draft'/'Pay order' drawn in favour of the "Director, National Institute of Immunology, Payable at New Delhi. " The tender, if not accompanied by Earnest Money, will liable to be summarily rejected. No Cheque / Cash shall be accepted as EMD.
- If the successful tenderer had previously held any contract with the Institute and furnished EMD which is still in force, **the same shall not be adjusted against this tender and a fresh EMD will be required to be furnished.** They may request in writing for refund of EMD.
- Successful bidder shall deposit an amount equal to 10% of the tendered/bid value as performance guarantee within 10 days of issue of award letter. EMD and performance guarantee will be returned after supply of all materials at site in good conditions and after expiry of warranty/performance periods.
- Earnest Money will be returned to all the **unsuccessful tenderers** after decision on tenders is finalized. Earnest Money deposited by the successful tenderers shall be refunded only on completion of contract period. No interest shall be payable on the 'Earnest Money Deposit' in any case.

3. **VALIDITY OF OFFER:**

The Offer/Tender shall remain open for acceptance without any modifications on the rates or terms and conditions of tender for a period of **90 days** from the date of the opening of the tender 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.**

4. **AWARD CRITERIA:**

The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser.

5. PERIOD OF DELIVERY:

- The time and date of delivery stipulated in the **supply/purchase order** shall be deemed to be the essence of the contract. Time allowed for the supply shall be strictly followed otherwise the supplier shall be liable to **pay compensation/penalty at the rate of 0.5% of the tendered value of the supply order per week of delay on the part of the supply subject to a maximum of 10% of the total tendered value** of supply order, besides Earnest Money deposited by the tenderer being forfeited.
- The execution of the contract work may be delayed for any reasons beyond the control of the supplier; the supplier should obtain well in advance the concurrence of the purchaser in writing for extension of delivery date. However, this solely depends upon the purchaser who has full authority to reject the request for extension of date.

6. DESPATCH INSTRUCTION:

The consignment should be dispatched on door delivery and on freight paid basis to The Section Officer (Stores), National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067 as per supply/work order. Un-loading/Handling and transferring consignment in storage shed of the purchaser will be arranged by the supplier and not by the purchaser.

7. INSPECTION :

After the material is received at NII, it shall be inspected. The purchaser shall have full power to reject all or any portion that he considered defective or inferior in quality of material. Any portion of the contract work so rejected shall be immediately replaced by the vendor at his expenses. If in the opinion of purchaser, the said materials can be rectified, the vendor shall rectify at his own expenses and resubmit the rectified materials for inspection.

8. **TERMS OF PAYMENT:**

100% payment within 30 days against the original invoice in duplicate, after receipt of items in full and good condition, and after their installation/commissioning.

9. **LIQUIDATED DAMAGES:**

In case the supplier defaults in delivery and the supplier should obtain the approval well in advance in writing from the purchaser, if the purchaser has not accepted the extension of delivery period the purchaser may forfeit the Performance Security. Also, the advance paid, if any, against Bank guarantee will be recovered fully from their Banker.

10. **CANCELLATION :**

In addition to his right to determine the contract upon fault of the vendor, the purchaser reserves the right to cancel the contracts at any time in whole or in part without assigning any reasons and the purchaser also reserves either to pay or not to the vendor for either part of the supply/delivery or whole of the supply/delivery executed, if the supplies are not according to purchaser's satisfaction.

11. **MISC. :**

- a) The Institute does not bind itself to purchase any/all the quantity indicated and to accept the lowest tender. **The Institute also reserves the right for the followings:**
 - (i) To increase or decrease the quantity,
 - (ii) To accept or reject any or all tenders without assigning any reasons there for.
 - (iii) To consider/accept the overall lowest tenderer for awarding the rate Contract.
 - (iv) To split the order among more than one tenderer, if considered necessary on the lowest basis.
 - (v) To split the items enumerated in the tender document among more than one tenders.
- b) **The Institute is not bound to award part or whole tender to the lowest tendered prices. Institute's decision in this regard shall be final.**
- c) **The Tenderer shall have to give an undertaking that the split order for items against which lowest rate quoted by it will be acceptable to him or his Firm.**
- d) Acceptance of the tender by the Institute will be communicated to the successful tenderer. The Contract for supply of articles/material etc. referred to therein will come into force immediately after issue of the communication of acceptance.
- e) The successful tenderer, however, will be required to enter into a formal Agreement within fifteen days of the issue of acceptance letter by the Institute.
- f) The supplies shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Institute.
- g) The material of only approved make shall be supplied at site.
- h) No advance payment will be made. Payment will be made only after satisfactory supply of all materials at site.

- i) All bids shall be the property of NII, and bidders will lay no claim whatsoever on the same.

12. ARBITRATION JURISDICTION :-

In case of any dispute between NII and any bidder regarding interpretation of or exercise of any terms of these presents, the opinion of NII shall prevail. However, if any bidder is aggrieved by such decision, the dispute may be referred to any arbitrator jointly, appointed by NII and such applicant and the proceedings will be conducted in accordance with the Provisions of Indian Arbitration and conciliation Act 1996. The award given in that proceeding shall be final and abiding on both parties.

13. VENUE OF ARBITRATION :- New Delhi

14. FORCE MAJEURE shall mean and be limited to the following –

- i. Any war or possibilities
- ii. Any riot or civil commotion, natural physical disaster, impossibility of the use of any Railway part, Airport, Shipping services or any other means of transport, Power failure etc.
- iii. Any strike or lockout (only those exceeding 10 days in duration) affecting the performance of NII/Bidder obligations.

**ASSISTANT ENGINEER
(INSTRUMENTATION)**

STANDARD TERMS AND CONDITIONS

1. The work shall be done as per the instruction and prior approval of Competent Authority of National Institute of Immunology (Hereinafter referred to NII).
2. The bidders may visit/examine the site and it's surrounding on any working day between 10.00AM to 04:00 PM by prior appointment with the concern department to assess the accessibility and assess the scope of works. No claims later on in regard to the site and its surrounding or any matter relating thereto shall be entertained. The bidders shall arrange & maintain at his (their) own cost all materials, Tools & Plants, security (for their man/materials), storage for material and facilities to the workmen for executing the work. A certificate for the site inspection should be duly signed by Computer Committee.
3. The rates mentioned in the technical and in the financial bid shall be inclusive of all WCT, Excise Duty, GST, Service Tax, Duties, Octroi, Packing, Forwarding, Cartage, Insurance, Loading-unloading, road permit/state entry permit and Delivery, Installation, Testing , Commissioning, etc at site including temporary constructional Storage, Risks, Overhead Charges, General Liabilities/ Obligations etc and any other taxes as applicable. Any variation in the above said taxes till the completion of the work will also be in the bidders account.
4. The conditional bids shall not be considered under any circumstances and rejected without any notice.
5. All bids shall be the property of NII, and contractors will lay no claim whatsoever on the same.
6. No Tools & Plants shall be supplied by the NII.
7. Time allowed for the work shall be strictly followed otherwise the bidder shall be liable to pay compensation at the rate of **0.5%** of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of **10%** of the total tendered value of work. The decision of competent authority of NII or the Director on the delay shall be final and binding.
8. However, for any reason beyond the control of the bidder the extension of time may be granted upon application by the bidder in prescribed format. No claim for any compensation during the extended period shall be entertained and the NII's decision in this regard shall be final.

9. If bidder at any time makes default during currently of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Competent Authority.
10. The Competent Authority without prejudice to any other right or remedy against the bidder which have either accrued or accrue thereafter to the Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the bidder.
11. Director, NII reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the bidder, failure to start the work at NII, within 20 days from date of issue of Letter of Intent (L.O.I). The contract can also be terminated at the request of contractor within 10 days from the date of issue of LOI order. In such cases the bidder is liable to pay Liquidated damages @ 5% of tendered value besides forfeiting performance guaranty /security deposit/EMD.
12. NII shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence.
13. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/laboratories/equipments of NII.
14. Water & electricity required for the job shall be made available free of cost by the NII. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the bidder at their own risk & cost.
15. The bidder shall supply materials at site and challan as desired by the Store-in-charge.
16. All materials brought at site shall be got approved by the Competent Authority before being used. If rejected, the same shall be removed immediately. The material of only approved make shall be brought at site.
17. The bidder shall depute their own security staff for watch and ward of their materials supplied/ installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by bidder at his own risk and cost. No accommodation/ staff/ lockable space will be provided by NII under any circumstances.
18. The bidder shall obtain CAR (Contractor all risk)/ EAR (Erection all risk) policy for the above work till the completion of work, his own expense. If contractor fails to provide

policies within 15 days from the date of award of work, the award will be cancelled or deduction will be made from the bill of agency and decision of C.A. in these regards shall be final.

19. The work done beyond **100%** deviation limit or an extra item, the rate shall be worked out based on prevailing market rate of the area. Also during the execution of work, the bidder may be required to execute certain additional/extra items in order to complete the job/works beyond the BOQ for which no rates are available. As far as possible, the rates shall be derived from nearest acceptable tender rates. The rate of extra/substitute items shall be as per a rate analysis to be prepared by the bidder, based on prevailing market rates (1) cost of material (2) cost of direct labour.
20. No escalation in any form either of cost/materials/labours or any taxes shall be payable by the NII during the contract period.
21. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NII. The NII shall have no liability in this regard.
22. The personnel employed by the bidder will not claim any right to become the employees of NII and there will be no Employee and Employer relationship between the personnel engaged by the bidder and NII.
23. No tent or hut shall be allowed to be put up for workers to stay within the campus. The contractor is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
24. It may here be noted; that the entire staff and labour of the bidder will follow all the security instructions issued by the NII from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the bidder's workmen are found to be tampering with the Laboratory equipment and property of the NII. Suitable damages will be recovered from the bidder's bills if anyone is found to do so. All decisions of the Competent Authority in respect of the same will be final and binding on the bidder.
25. On completion of all work, bidder shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at bidder's risk & cost.
26. **Bidder shall be responsible for disposing off the all old dismantled waste materials away from the campus. The disposal of such materials shall be done immediately after completion of work at own risk & cost.**
27. The work shall be guaranteed for at least one year from the date of actual completion of the work for both material as well as workmanship.

28. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt./ state Govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. NII will not be responsible for such purposes in anyway.

**ASSISTANT ENGINEER
(INSTRUMENTATION)**

CHECKLIST

Name of Tenderer and address:

Sl No.	Items of tender to be checked	Yes/ No/ NA	Page No. of Tender document submitted by tenderer.	Remarks , if any
1.	(a) Have you enclosed EMD of required amount?			
2.	(a) Have you enclosed duly filled & signed Tender Form?			
	(b) Name of the firm and address with Landline phone/fax no.			
3.	Name of the contact person with mobile no and email ID.			
4.	Are you a SSI unit? If yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC?			
5.	Have you kept validity of 90 days from the Tender Opening date?			
6.	Have you furnished? <ul style="list-style-type: none"> ▪ Proof of GST No. ▪ Proof of PAN Card in respect of Firm or Proprietor as the case may be. ▪ Copies of IT Returns for the last two financial years. 			
7.	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number and also 9 Digit Code Number and IFSC Code of the Bank Branch?			
8.	Have you submitted prices of goods in the Price Schedule?			
9.	Discount offered on the latest price list.			
10.	Have you enclosed other all declarations, documents required to be submitted as per Tender in including Annexure-‘A’, ‘B’, ‘C’ & ‘D-1 &2’ duly compliance?			

Kindly read and note the following:

1. All pages of the Tender should be page numbered and indexed.
2. All prices must be extended and totaled wherever needed.
3. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable (NA), it may be filled up as NA.
4. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of
the Tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

AFFIDAVIT

(in a non-judicial stamp paper worth Rs.50/- duly notarized)

I/We (M/s _____) having head office at _____ hereby declare the Following that :

- a. My / our Firm M/s has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
- b. My / our Firm M/s has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- c. My / our Firm M/shas 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.
- d. There are no complaints against my / our Firm such as poor quality ingredients used, fungal growth of feed, delayed supply of feed, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

ANNEXURE-“B”

FALL CLAUSE NOTICE CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____.

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the “FALL CLAUSE” will be applicable.

In case, if the price charged by our firm is more, NII will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

(Signature with date)

**(Full name, designation & address of the person duly Authorized sign on behalf of the Tenderer)
For and on behalf of**

(Name, address and stamp of the tendering firm)

Undertakings

(to be given on the Letterhead of the FIRM)

An undertaking is given herewith that:

- a. I/Firm will accept the split order for items against which lowest rates quoted by me/ my Firm.
- b. The brand new and agreed quality of materials will be supplied against the supply order of the Institute.
- c. If I/ my Firm will not abide by the above undertakings (i & ii) , the required action (viz. **Forfeiture of Earnest Money or performance security**) taken by the Institute will be acceptable to me/ my Firm .
- d. We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

(Signature with date)

(Full name, designation & address of the person duly Authorised sign on behalf of the Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

ANNEXURE-“D-1”

PRICE BID FOR DATA CABLING					
(Items to be covered under Annual Rate Contract)					
SI NO	Description (SUPPLY OF ITEMS)	REQUIRE D quantity	Price Quoted (In Rs.)		TOTAL amount (In Rs.)
			UNIT	GST	
1	Supply of CAT-6 UTP Cable - AMP	Per Meter			
2	Supply of Patch Panel 24 port - AMP (Un- Loaded I/O's) Cat - 6	One			
3	Supply of Patch Panel 24 port - AMP (With Loaded I/O's-AMP) - Cat 6	One			
4	Supply of I/O Amp. Cat 6	One			
5	Supply of Face plate - AMP- Single-Cat 6	One			
6	Supply of Face plate - AMP - Dual-Cat 6	One			
7	Supply of PVC Gang Box	One			
8	Supply of Moulded Patch Cord-AMP-4 ft. (length) - Cat 6	One			
9	Supply of Moulded Patch Cord-AMP-7 ft. (length) - Cat 6	One			
10	RJ-45 Connector AMP	One			
11	PVC Channel - 20 mm	Per Meter			
12	PVC Channel - 25 / 32 mm	Per Meter			
13	PVC Channel - 50 mm	Per Meter			
14	PVC Conduite - 20 mm ISI	Per Meter			
15	PVC Conduite - 25 mm ISI	Per Meter			

(Name, address and stamp of the tendering firm)

ANNEXURE-“D-2”

PRICE BID FOR DATA CABLING					
(Items to be covered under Annual Rate Contract)					
SI NO	Description (LABOUR CHARGES)	REQUIRED quantity	Price Quoted (In Rs.)		TOTAL amount (In Rs.)
			UNIT	GST	
1	Laying Cat - 5 / Cat - 6 Cable	Per Meter			
2	Fixing of PVC Channel up to 2"	Per Meter			
3	Fixing of PVC conduite up to 25 mm	Per Meter			
4	Fixing, Testing, Punching of I/O Face Plate, Ferruling both end	One			
5	Fixing of Wall Mount Rack & Switch	One			
6	Labour Charges for fault finding & rectification of Data Points on call basis	Per Point			
7	Shifting of Data Switch with Rack up to 24 ports (Excluding cable, channel / conduit etc.)	One			
8	Shifting of Data Point- I / O box one place to another - (Excluding cable, channel / conduit etc.)	One			
9	Punching of Patch Panel up to 24 port	One			
10	Rectification of Telephone Complaints	Per Fault			
Grand Total of 'Col-6'					
<ul style="list-style-type: none"> • <u>In Figure:</u> • <u>In Words:</u> 					
If discount offered on the above quoted price, if any, please mention in percent, etc.					

Certified that the rates quoted will hold good for orders placed up to one year during which period no upward revision will be asked for.

Payment Terms: 30 days after receipt, inspection and acceptance of material.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the Tenderer)