



OPEN TENDER NOTICE

NII/S&P-1/IMP-RS/2023-24

Dated: 14.7.2023

Director, National Institute of Immunology invites sealed tenders in two bid system (Technical & Financial Bid) from the reputed original manufacturers or their authorized distributors/dealers for entering into Vendor Registration on "Annual Rate Contract" basis for the supply of following items through "Direct Import/Custom Bonded Warehouse" as per details below:-

NAME OF ITEMS	EMD	Tender Document's fee (Non-refundable)
FINE CHEMICALS ENZYMES /REAGENTS & KITS/BIO-CHEMICALS/ANTIBODIES /SOLVENTS ETC. AND OTHER R&D RELEATED LAB CONSUMABLES	`25000/- (` Twenty thousands only) for each manufacturer/Brand	` 1180/- (` One thousand one hundred eighty only(Inclusive GST)

- **Date of Tender Commencement** : **14.7.2023**
- **Last date & Time for Submission of tender** : **11.8.2023 upto 16.30 hours**
- **Date/Time for opening of technical bids** : **14.8.2023 at 11.30 hours**
- **EMD & Cost of Tender document** : **Payable by DD or Pay Order in Favour of Director, National Institute of Immunology, payable at New Delhi- 110067**

Please write the name of company complete address on the reverse side of the Demand Draft/Pay order.

Copy of Tender documents may please be downloaded from web sites www.eprocure.gov.in & www.nii.res.in. Please note that the downloaded tender document is subject to verification with original document as given in the Website.

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.

The authorized distributor/dealer will require to submit the original authorisation letter issued by their principle company for applying against our above tender/authorised distributor/dealers letter.

Director, NII reserves the right to reject/accept any or all tenders either in part or in full without assigning any reason thereof.

SECTION OFFICER (STORES & PURCHASE)

INTRODUCTION

National Institute of Immunology, New Delhi, India is an established R & D Institute and being funded by the Department of Biotechnology, Government of India to bring a transformation in scientific research. NII is using chemicals and other R&D related lab consumables etc. of high quality for 100% accuracy in its R&D work, which may be supplied through original manufacturers or their authorized distributors/dealers network.

It has been decided to enter into an "Annual Rate Contract basis" for supply of chemicals & other R&D related lab consumables etc. Therefore, original manufacturers or their authorized distributors/dealers requested to offer products range with rates either on their Company letter Head, duly authenticated by respective manufacturer. The price list of (foreign principle) manufacturers may also be enclosed.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

a. Definitions:

1. **"Purchaser"** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
2. **"Tender"** means Bids/Quotation/Tender received from a Firm/Tenderer /Bidder.
3. **"Tenderer"** means Bidder/the Individual or Firm submitting Bids/Quotation/Tender.
4. **"Supplier"** means the individual or the firm supplying the goods and services as incorporated in the contract.
5. **"Earnest Money Deposit"** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender.
- 6 **"Contract"** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

b. Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GCC" means General Conditions of Contract
- (iv) "DGS&D" means Directorate General of Supplies and Disposals

- (v) "NSIC" means National Small Industries Corporation
- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "CD" means Custom Duty
- (x) "BL" means Bill of Lading
- (xi) "FOB" means Free on Board
- (xii) "FCA" means Free Carrier
- (xiii) "FOR" means Free On Rail
- (xiv) "CIF" means Cost, Insurance and Freight
- (xv) "CIP" means Carriage and Insurance Paid up to named place of destination (consignee site)
- (xvi) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xvii) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xviii) "CA" mean Competent Authority of NII

2. PRE-QUALIFICATION (PQ) CRITERIA FOR TENDERERS

2.1 This Invitation for Bids is open to all foreign original manufacturers and/or their Indian agents specifically authorised by the foreign principals to quote on their behalf for this tender as per manufacturer's authorization form, if any who possess the qualifying requirements as specified.

2.2 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. Tenderer has to give a declaration in this regards on their letter head.

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

- (i) **My / our Firm has not been blacklisted during last three years by any of the Govt. Departments/Govt. Autonomous Bodies/Institutes/ PSUs, etc.**
- (ii) **My / our Firm has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.**
- (iii) **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 my/ours Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.**
- (iv) **My/our firm will not withdraw the tender/bid after opening of technical bids and in case such withdrawl the EMD may be forfeited.**
- (v) **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.**

(vi) **The rates submitted for imported items are on “US based and rates available on US websites” or “on Asia Pacific based”.**

2.4 Tenderers have to note that over writing/white fluid entries shall be deleted, unless it is duly out /re-written and initialled. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons authorise to sign 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.

2.5 **A specific Authorization/Dealership letter of principle company issued after the date of publication of this tender having reference of the tender notification is to be attached in original in the Annexure-‘B’**

2.6 **Tenderers are requested to provide complete Bank Address with code & Account No. in Annexure-‘C’ so that payment can be sent immediately. No Bill for part supply/payment will be entertained except in exceptional cases (with permission of CA).**

2.7 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 Companies/Tenderers, who cannot provide validity of rates for One year, need not apply**

2.8 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

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

2.10 Tender sent by fax/telex/cable/e-mail shall be ignored.

3. DOCUMENTS ESTABLISHING TENDERER’S ELIGIBILITY AND QUALIFICATIONS

3.1 The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

3.2 In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer’s authorization letter to this effect.

4. EARNEST MONEY DEPOSIT (EMD)

- 4.1 The tenderer shall furnish along with its tender, earnest money for amount as shown . The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.
- 4.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per requirement of tender enquiry shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 4.3 **Tenders** received without Earnest money and not in proper form on the date of opening of tender will summarily be rejected. The Institute reserves the right to accept or reject any or all the tenders without assigning any reason.
- 4.4 The earnest money shall be denominated in Indian ` is or equivalent currencies. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Pay Order
- 4.5 The demand draft or pay order shall be drawn on any Nationalised Bank in India or country of the tenderer, in favour of the "Director, National Institute of Immunology", payable at New Delhi, India".
- 4.6 The earnest money shall be valid for a period of sixty (60) days beyond the validity period of the tender. No interest shall be payable on the Earnest Money Deposit in any case
- 4.7 Earnest money will be returned to the unsuccessful tenderers' without any interest, after expiry of the tender validity period of earnest money. Successful tenderer's will be returned without any interest, after receipt of performance security from that tenderer or expiry of contract or/else the EMD will be converted/adusted to the security deposit.
- 4.8 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.

5. LANGUAGE OF TENDER

- 5.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser,

shall be written in the English language and may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

6. ELIGIBLE GOODS

6.1 All goods to be supplied under the contract shall have their origin in any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the related services are arranged and supplied.

7. TENDERING EXPENSE

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

8. AMENDMENTS TO THE DOCUMENTS

8.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. The amendment will be upload on the NII website as well as CPP portal.

8.2 Such an amendment will be notified in writing by registered/speed post or by fax/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.

8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. TENDER CURRENCIES

9.1 The Tenderer/Supplier for Direct Import must quote in Foreign Currency only and Custom Bonded Warehouse supplier should quote in INR only.

9.2 Where the tender condition specifies acceptance of quotations in different currencies, then, for imported goods prices shall be quoted either in Indian rupees or in the currency of the country origin of goods, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian rupees. As regards price(s) for

allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

9.1 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

10 TENDER PRICES/PRICE BID

10.1 The prices indicated shall be entered separately in the following manner:

10.2 The price of the goods, quoted FOB/FCA port of shipment. Please note that all FCA orders will be on FCA (International Carrier) INCOTERMS 2000 basis and as such Export Packing, Loading Charges, Inland Freight etc. in the shipper country will have to be paid by the Supplier. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder.

10.3 The price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch.(CIF/CIP).

10.4 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

10.5 The Tenderers/Supplier for direct Import should give their quote in Foreign Currency and incase Custom Bonded Warehouse in INR. The Insurance and Freight charges should be upto Nil destination, New Delhi. The Insurance & Freight Charges should not exceed 5% of FOB Value. Tenderer has to quote FOB price as well as CIF/CIP, New Delhi and by mentioning Freight & Insurance charges separately. No Ex-Works pricing will be considered.

10.6 Discounts offered shall be indicated clearly in terms of percentage on the manufacturers price lists. Special discount/prices, if any, applicable to the Research Institutions aided by the Govt. of India should be quoted separately.

10.7 Prices quoted by the tenderer shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected. Accordingly, quality manufacturers or their authorized distributors/dealers may furnish their Price offer or Price List with maximum

discount to supply these items. The Price List with maximum discount thereon must be signed by the authorized signatory of the Principal supplier with official seal. Please provide in excel sheet too.

- 10.8 **Prices charged for the stores supplied under “Annual Rate Contract” should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt.organization during the period of contract failing which the “FALL CLAUSE” of NII rules will be applicable. A certificate to this effect may be provided by the Tenderer in Annexure-‘D’ that “the lowest prices have been offered to NII. In case it is found that the prices charged by the Tenderer are more, the same will be recovered from the subsequent/unpaid bill of the supplier”.**

11 OCTROI DUTY AND LOCAL DUTIES & TAXES

- 11.1 Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.
- 11.2 However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

12 CUSTOMS DUTY

- 12.1 The tenderer shall specify the rate as well as total amount of custom duty payable and also the custom duty payable with CDEC, if applicable, on the quoted goods in the price schedule. The tenderer shall also indicate the corresponding Indian custom tariff number as applicable for the goods in question. HSN code has to be provided.

13 INDIAN AGENT

13.1 If a foreign tenderer has engaged an Agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

a). In case of dealer/Indian Agent of Overseas Manufacturers, copy of the authorization certificate from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.

b).The complete name and address of the Indian Agent and its permanent income tax account number/GST number as allotted by the authorities is to be enclosed.

c).In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item and agency commission is to be paid out of the bid price of foreign principal, it should be mentioned clearly.

14 TENDER VALIDITY

14.1 The tenders shall remain valid for acceptance for a period of 120 days (One twenty days) after the date of opening of price bids as prescribed in the TE document. Rate contract for procurement /supply of Imported Items, shall be valid for a period of 1 (one) year from the date of award and if NII desires to extend the rate contract for a further period of one year on the existing terms and conditions. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

14.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by email. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

14.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

15 SIGNING AND SEALING OF TENDER

15.1 The tenderers shall submit their tenders as per the instructions.

15.2 The tender document shall either be typed or written in indelible ink and the same shall be signed & stamped by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

- 15.3 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 15.4 The Tenderer shall seal the envelop duly marked as “Reference No./ Last Date For Submission Of Tender / Date of Opening of Tender / Firm’s Name & Address”.
- 15.5 The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

16 SUBMISSION OF TENDERS

- 16.1 The tenders must be submitted in a sealed envelope duly super-scribing the name of item, on the envelope addressed to Director, NII, New Delhi and should reach by **11.8.2023 till 16.30 hours** in the tender box located at reception and the Technical bids will be opened on 14.8.2023 **at 11.30 hours** in the presence of tenderer, if any. The tender received late, will not be considered.
- 16.2 The designation of the nominated officer to receive the bulky tender which cannot be put in the tender box is: Store & Purchase Officer, Store & Purchase Department, National Institute of Immunology, New Delhi. The tenderer may obtain a receipt after submitting the tenders by hand.
- 16.3 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box within the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.
- 16.4 Tenderer must fillup the **‘Check list Form’** and **‘Bid Submission format’**.

17 LATE TENDER

- 17.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be summarily rejected.

18 ALTERATION AND WITHDRAWAL OF TENDER

- 18.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be allowed and considered.
- 18.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer.

19 OPENING OF TENDERS

- 19.1 Three of the authorised NII officials who jointly own the responsibility for the tenders will open the tenders at the specified date and time and at the specified place as indicated in the NIT. Due to space constraints only one representative of the tenderer will be allowed to participate in tender opening.
- 19.2 In case the specified 'date of tender opening' falls on holiday or is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 19.3 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding tenderers.
- 19.4 The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 19.5 During the tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, price, special discount if any, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s)

20 SCRUTINY AND EVALUATION OF TENDERS

20.1 Basic Principle

- i). Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new

condition will be brought in while scrutinizing and evaluating the tenders.
Conditional, Unsigned, Late & Delayed tenders will not be considered.

20.2 Preliminary Scrutiny of Tenders

- i). The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily rejected.

21 DISCREPANCIES IN PRICES

- 21.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 21.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 21.3 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be rejected.

22 QUALIFICATION CRITERIA

- 22.1 Tenders of the tenderers, who do not meet the required pre-qualification Criteria will be treated as 'non – responsive' and will not be considered further.

23 CONVERSION OF TENDER CURRENCIES TO INDIAN RUPEES

- 23.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State bank of India / Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

24 TENDERER'S CAPABILITY TO PERFORM THE CONTRACT

- 24.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender, has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 24.2 The above-mentioned determinations will inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

25 CONTACTING THE PURCHASER

- 25.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 25.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

26 PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 26.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 26.2 The final acceptance/decision on the rate contract will be taken after screening the offers by a duly constituted committee and the Director reserves the right to accept/reject the tender wholly or partially without assigning any reasons thereof.
- 26.3 The annual contract can be terminated at anytime without assigning any reasons by giving one month notice.

27 AWARD CRITERIA

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

28. NOTIFICATION OF AWARD

- 28.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email (to be confirmed by registered / speed post) that its tender for goods, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description and quantity of the goods and corresponding prices accepted.
- 28.2 The Notification of Award shall constitute the conclusion of the Contract.

29. ISSUE OF CONTRACT

- 29.1 Promptly after notification of award, the purchaser will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered/speed post.
- 29.2 Within fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.
- 29.3 The purchaser reserves the right to issue the Notification of Award consignee-wise.

30. CORRUPT OR FRAUDULENT PRACTICES

- 30.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (ii) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (iii) "fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (iv) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (v) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

31. PACKING AND MARKING

- 31.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. as and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 31.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 31.3 Packing instructions: The supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
 - a. contract number and date
 - b. brief description of goods including quantity
 - c. packing list reference number
 - d. country of origin of goods
 - e. consignee's name and full address and
 - f. supplier's name and address

32. WARRANTY AND QUALITY

- 32.1 The tenderer shall be fully responsible for the manufacturer warranty in respect of quality of the materials covered in the Annual Contract. In case of any defects found at the time of supplied usage of item, the supplier will be liable to provide free replacement or refund the amount charged for that item, failing which the Annual contract of the firm may be cancelled.

33. TERMS OF DELIVERY

33.1 In the event of a tender being accepted and order being placed for supply of the requisite stores, if the tenderer fails to supply the stores ordered or commits a breach of any of the tender conditions, then Earnest Money Deposit will be liable to be forfeited.

33.2 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract

33.3 The supplier will be liable to the purchaser for any excess costs incurred for procurement of goods or services not delivered in time. Delayed supply/non-compliance of complete order may also lead to cancellation of Contract

34. TRANSPORTATION OF GOODS

34.1 The supplier shall follow the instructions mentioned below:

- a. The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.
- b. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable.
- c. In the case of FOB/FCA contract, the date of issue of the Bill of Lading/Air Way Bill shall be considered the date of delivery.

35. INSURANCE

35.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be

sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

- ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.

36. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

36.1 The supplier shall send all the relevant despatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

36.2 Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by email/fax/registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer’s/Supplier’s warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer’s own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

37. MODIFICATION OF CONTRACT

37.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations

and modifications within the general scope of contract in any one or more of the following:

- a) mode of packing,
- b) incidental services to be provided by the supplier
- c) mode of despatch,
- d) place of delivery, and
- e) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

37.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within seven days from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

38. TERMS AND MODE OF PAYMENT

38.1 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

38.2 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

38.3 The important documents, which the supplier is to furnish while claiming payment, are:-

- i) Original invoice
- ii) Bill of lading/Airway Bill/ Rail Receipt or any other dispatch document issued by a government agency (like postal department) or any other agency authorised by the concerned Ministry/ Department.
- iii) Packing list identifying contents of each package;
- iv) Manufacturer's/Supplier's warranty certificate;
- v) Inspection certificate issued, if applicable as per contract;
- vi) Manufacturer's own factory inspection test certificate.
- vii) Certificate of country of origin of the goods.
- viii) Port of Loading and Port of Discharge as applicable.
- ix) Consignee's receipt certificate confirming receipt and acceptance of goods

- x) Any other document specified.
- 38.4 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges/recoveries as per terms & conditions of contract.
- 38.5 The supplier shall not claim any interest on payments under the contract.
- 38.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

39. DELAY IN THE SUPPLIER'S PERFORMANCE

- 39.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser as incorporated in the contract.
- 39.2 Subject to the provision under Contract, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and EMD
 - (iii) Termination of the contract for default.
- 39.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 39.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

40. LIQUIDATED DAMAGES

- 40.1 If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.5% of

contract price for per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract.

41. FORCE MAJEURE

41.1 Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the events(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

42. TERMINATION FOR DEFAULT

42.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.

42.2 In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

42.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

43. TERMINATION FOR INSOLVENCY

43.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

44. TERMINATION FOR CONVENIENCE

- 44.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 44.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

45. RESOLUTION OF DISPUTES

- 45.1 In case of any dispute or difference arising out of the contract which can not be resolved mutually between NII and Supplier, it shall be referred to a Sole Arbitrator to be appointed by the Director, NII. The Director, NII, shall communicate/cause to communicate, a panel of three names of persons to Supplier/NII as the case may be in this regard within 30(thirty) days of notice of arbitration by the Supplier/NII as the case may be, to select any one of them to be appointed as the Arbitrator. In case Supplier/NII as the case may be has not communicated its selection as above within thirty days, Director, NII will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Delhi. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.

46. APPLICABLE LAW

46.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SIGNATURE & SEAL OF TENDERER

SECTION OFFICER (STORES & PURCHASE)

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Please indicates Yes/ No/ NA	Please mention Page No. of the TE document	Remarks, if any
1. a.	Have you enclosed EMD of required amount ?			
b.	Have you enclosed the tender documents fee?			
2. a.	Have you enclosed duly filled & signed Tender Form			
b.	Have you enclosed <u>Power of Attorney</u> in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4.	Have you submitted manufacturer's authorization certificate?			
5.	Have you submitted prices of goods in the Price Schedule?			
6.	Have you kept validity of 120 days from the Tender Opening date?			
7. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. (PAN) as allotted by the Income Tax Department of Government of India for your Firm/Company?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No.(PAN) of your Indian Agent Company/Firm as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number			

N.B.

- 1. All pages of the Tender should be page numbered and indexed.**
- 2. 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.**

2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(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)

BID SUBMISSION FORMAT

ITEM DESCRIPTION/PARTICULARS	Regarding Deviation please indicate: YES/NO (NO DEVIATION WILL BE ACCEPTED)
(Please submit your bid in the given format) Tender Ref. No	
Name of supplier	
Category for which Rate Contract is applied	
Whether Price list for 2023-24/latest is printed or duly certified computer generated/CD?	
Mention the name of manufacturer in the price list for which rate contract is applied.	
The Authorization/Dealership letter of principal company issued after the date of publication of this tender is to be attached in original. (As per format Enclosed)	
Whether all the authorization for all the manufacturers is enclosed?	
In case of imported items, whether price list in foreign currency is attached?	
Discount offered on the printed price	
Whether you have read and understood the terms and conditions mentioned above from page no. 1 to 17 and whether you accept it unconditionally?	
Whether you accept that if the ordered material is not supplied in the above mentioned period then NABI reserves the right to cancel the order/not accepts the ordered materials	

Signature of Authorized signatory & Seal

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 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.

Signed on behalf of M/s

Place:

Date:

MANUFACTURERS' AUTHORIZATION FORM

The Director,
National Institute of Immunology,
Aruna Asaf Ali Marg, New Delhi-110067

Dear Sir:

We _____ who are established and reputable manufacturers of having factories at _____ (*address of factory*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender for the Rate Contract.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the Annual Contract in regard to this business.

We hereby extend our full guarantee and warranty for the goods and services offered by the above firm.

Yours faithfully,
(Name)
(Name, address and stamp of the Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

ANNEXURE "C"

BANK DETAILS REGARDING THE TRANSFER OF PAYMENT

To

The Director,
National Institute of Immunology,
Aruna Asaf Ali Marg, New Delhi-110067

Dear Sir:

We hereby inform you that the Bank Details for the transfer of payment for the supply of materials to NII, New Delhi are as follows:

1	Name of the firm and address with phone/fax no	
2	Contact person	
4	Email ID of Concerned person	
5	Particulars of Bank Account of Firm	
6	Name of Bank and branch	
7	Bank Address and contract phone no	
8	9 Digit Code Number of the Bank and Branch	
9	IFSC Code of the Bank Branch (application for the bank branches participating RTGS system of RBI for fund transfer)	
10	Type of Bank Account (Saving Bank, Current Account or Cash Credit Account)	
11	Account Number (as appearing on the cheque book please ensure to mention the complete account No. as allotted by the bank)	

Signature of the competent authority with seal

Note: This above details should be on the letterhead of the supplier and should be signed by a person competent and having the power of attorney to bind the same.

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. organisation/PSU's/Autonomous bodies/Pvt. Organisations 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.

Seal and Signature of the tenderer