

**BRIC-NATIONAL INSTITUTE OF IMMUNOLOGY**

Aruna Asaf Ali Marg, New Delhi - 110 067

**NOTICE INVITING TENDER****NII/S&P/Toxicity-study/2024-25****Dated: 23.12.2024**

**Sealed tenders are invited on behalf of the Director, NII - NEW DELHI, India in Two Bid from certified service provider who are capable for entering providing the requested service.**

**BROAD DESCRIPTION OF ITEMS****Toxicity Studies through a CRO****Date of Tender Commencement : 23.12.2024****Last Date & Time of Tender Submission : On 21.01.2025 before up to 11.00 AM****Date & Time for opening of Bids : 21.01.2025 at 11:30 AM**

Tender documents can be downloaded from websites [www.nii.res.in](http://www.nii.res.in) or CPPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in) . Please note that the downloaded tender document is subject to verification with original document uploaded in the Website.

The **Bids** will be opened on the scheduled date & time in the presence of authorized representative of the Firms who wish to be present. **If the date of opening happens to be a holiday, the bids shall be opened on next working day at the same time. Requests for postponement will not be entertained.** Bids sent through fax/emails or Late/Delayed tenders shall not be considered.

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

**STORE PURCHASE OFFICER**

## **GENERAL TERMS AND CONDITIONS**

### **1. PREPARATION OF TENDER:**

The tenderer should submit the tender document including invitation to tender intact without detaching any page or pages, duly filled in and completed in all respect. Each page of the tender documents is required to be signed by the tenderer in token of his/her having acquainted himself/themselves with the terms and conditions etc. as laid down. Any tender with any of the documents not signed is liable to be rejected.

#### **A. Technical Bid should consist of –**

- (i) All relevant information asked in the specifications proposed to be provided.
- (ii) In case of distributors/dealer of reputed Manufacturer's, copy of the authorization certificate from Manufacturer's should be enclosed with the offer. However, the original shall have to be produced in case same is asked for.
- (iii) In case the tenderer has entered into Rate Contract with DGS&D/EPM or with any of PSUs/Govt. Institutions, a copy of Rate Contract must be sent along with the tender.
- (iv) Firm of repute and preferably registered in appropriate Class, in any Govt. or Semi Govt. organizations etc.
- (v) Tenderers should have executed at least 3 similar supplies/contract during the last five years for services to reputed Government Organizations, R & D Institutes/Organization etc. (Please submit authentic proof in this regard, which can be verifiable at any time).
- (vi) The tenderer can quote in Indian Currency which should have endorsement of the principal company.
- (vii) Tenderers are requested to provide complete Bank details (Address with IFSC code & Account No.) in Annexure-'A' so that payment can be sent immediately. No Bill for part payment will be entertained.  
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.  
Tender, who 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.  
If the tenderer gives a false statement on any of the above information, the bids will be rejected.
- (viii) Both Envelops "Envelop No.1 superscribed Technical Bid and "Envelop No.2, superscribed Price Bid" should be put in another envelope, superscribed "Tender for etc., and submitted to *the above address not later than 11.00 a.m. on 21.01.2025.*
- (ix) Tenderer has to give an affidavit (Annexure-'B')(in a non-judicial stamp paper worth Rs.50/- duly notarized) that:
  - 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 no 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 & debarment etc.

- (x) Bidder has to submit the following documents to accept their Tender:
  - Proof of PAN Card in respect of Firm or Proprietor as the case may be.
- (xi) Vendors/Firms registered with GeM, MSME, NSIC, NCCF (for items specified by NCCF), shall be considered for registration/empanelment on the basis of registration certificate of such agencies along with other certified documents as above under Eligibility Criteria. This is not applicable for Govt. Organizations.
- (xii) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). [Where applicable, evidence of valid registration by the DPIIT shall be attached].
- (xiii) It may be noted that prospective bidders/manufacturers, who have registered with the appropriate Government Departments, for their itemized list of products are advised to enclose a copy of such Registration Certificate along with the list of such products, duly self-attested.
- (xiv) Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification of the firm.

**B. Price Bid should consist of—**

- (i) 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/un-loading at Purchaser's 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 goods and should be indicated separately in the offer itself. Further the rate quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.
- (ii) Rates should be quoted FOR at NII, New Delhi inclusive of packing, forwarding, Customs clearance, installation and commissioning charges etc.
- (iii) 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.
- (iv) Please Offer uniform discount for the entire prices.
- (v) Prices quoted by the tenderer shall remain fixed during the entire period of the 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. Tenderers are required to submit soft copy (excel sheet) of price. Discount, rate of taxes and other levies if any are to be specified clearly in the bid.
- (vi) No request for increase in prices will be entertained for one year from the date of entering into the rate contract.
- (vii) Prices charged for the stores supplied under Annual Contract should under no circumstances 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-'C' 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".

(viii) The financial bid shall be opened only of those bidders who have been found to be technically eligible. The Financial Bids of unsuccessful bidders would not be opened and destroyed/returned.

(ix) **Late/delayed offers**, Telegraphic offers and incomplete offers and delayed in submission are liable to be rejected.

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

## **2. TENDERING EXPENSE**

2.1 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. NII will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## **3. AMENDMENTS TO THE DOCUMENTS**

3.1 At any time prior to the deadline for submission of tenders, NII authorities may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

## **4. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

4.1 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.

## **5. TENDER VALIDITY**

5.1 The tenders shall remain valid for acceptance for a period of 90 days (Ninety Days) after the date of tender opening prescribed in the tender document. The services of toxicity shall be valid for a period of 1 (one) year from the date of award and/or till the finalization of the tender for next year. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

5.2 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 fax/ telex/cable followed by surface mail. 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.

5.3 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.

## **6. SIGNING AND SEALING OF TENDER**

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

6.2 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.

6.3 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.

6.4 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".

- 6.5 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.

## **7. SUBMISSION OF TENDERS**

- 7.1 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 **21.01.2025 up to 11.00 A.M.** in the tender box located at reception and the same will be opened on **21.01.2025 at 11.30 A.M.** in the presence of tenderer, if any. The tender received late, will not be considered.
- 7.2 The designation of the nominated officer to receive the bulky tender which cannot be put in the tender box is: Stores and Purchase Officer, Store & Purchase Department, National Institute of Immunology, New Delhi.
- 7.3 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 a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.
- 7.4 Tenderer must fill up the 'Check list Form' and Bid Submission format.

## **8. LATE TENDER**

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

## **9. ALTERATION AND WITHDRAWAL OF TENDER**

- 9.1 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 considered.
- 9.2 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 in its tender.

## **10. OPENING OF TENDERS**

- 10.1 Three of the authorised NII officials who jointly own the responsibility for the tenders who will open the tenders at the specified date and time and at the specified place as indicated in the NIT.
- 10.2 In case the specified date of tender opening falls on / 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.
- 10.3 Authorized representatives of the tenderer's, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding tenderer's.
- 10.4 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 tenderer's names and addresses including mobile number.
- 10.5 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)

## **11. SCRUTINY AND EVALUATION OF TENDERS**

### **11.1 Basic Principle**

- i). Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender 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.**

### **11.2 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 tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily rejected.

## **12. DISCREPANCIES IN PRICES**

- 12.1 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.

- 12.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

- 12.3 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.

## **13. QUALIFICATION CRITERIA**

- 13.1 Tenders of the tenderers, who do not meet the required Qualification Criteria will be treated as non - responsive and will not be considered further for evaluation.

## **14. TENDERER'S CAPABILITY TO PERFORM THE CONTRACT**

- 14.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

- 14.2 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 tender 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.

## **15. CONTACTING THE PURCHASER**

- 15.1 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.

- 15.2 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.

**16. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

16.1 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.

16.2 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.

16.3 The annual contract can be terminated at any time without assigning any reasons by giving one month notice.

**17. AWARD CRITERIA**

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

**18. NOTIFICATION OF AWARD**

18.1 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.

18.2 The Notification of Award shall constitute the conclusion of the Contract.

**19. ISSUE OF CONTRACT**

19.1 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.

19.2 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.

19.3 The purchaser reserves the right to issue the Notification of Award consignee wise.

**20. CORRUPT OR FRAUDULENT PRACTICES**

20.1 It is required by all concerned namely the Consignee/Tenderer's/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 anything 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 a 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 certain 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.

## **21. WARRANTY AND QUALITY**

Service provider should provide service report as per the CDSCO acceptable format

## **22. TERMS OF DELIVERY**

22.1 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.

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

22.3 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

## **23. INSPECTIONS AND TESTS**

23.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

23.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data – shall be furnished to the inspectors at no charge to the Purchaser.

23.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

23.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

## **24. TERMS AND MODE OF PAYMENT**

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

24.2 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.

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

- i) Original invoice in duplicate and delivery challan.
- ii) Packing list identifying contents of each package.
- iii) Manufacturer's/Supplier's warranty certificate.
- iv) Manufacturer's own factory inspection test certificate.
- v) Any other document specified.

24.4 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges/recoveries as per the terms & conditions of contract.



24.5 The supplier shall not claim any interest on payments under the contract.

24.6 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.

## **25. DELAY IN THE SUPPLIER'S PERFORMANCE**

25.1 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.

25.2 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) Termination of the contract for default.

25.3 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.

25.4 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.

## **26. LIQUIDATED DAMAGES**

26.1 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 0.5% 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.

## **27. TERMINATION FOR DEFAULT**

27.1 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.

27.2 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 a 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.

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

## **28. TERMINATION FOR INSOLVENCY**

28.1 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.

**29. MISC.:**

29.1 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 tender.

29.2 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.

29.3 The Tenderer shall have to give an undertaking in Annexure 'E' that the split order for items against which lowest rate quoted by it will be acceptable to him or his Firm.

29.4 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.

29.5 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.

29.6 The supplies shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Institute.

29.7 The material of only approved make shall be supplied at site.

29.8 No advance payment will be made. Payment will be made only after satisfactory supply of all materials at site.

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

**30. FORCE MAJEURE**

30.1 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.

**31. TERMINATION FOR CONVENIENCE**

31.1 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.

31.2 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.

### **32. RESOLUTION OF DISPUTES**

(i) The Purchaser (NII) and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

(ii) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser (NII) and the supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

(iii) In case of Dispute or difference arising out of the contract which cannot be resolved between the Purchaser (NII) and a domestic seller relating to any matter arising out of this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NII and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him (Director, NII) willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(iv) In case of a dispute between the purchaser (NII) and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with above provisions. If this is not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(v) The venue of the arbitration shall be the place from where the order is issued (i.e. Delhi).

### **33. APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of India in force

STORE PURCHASE OFFICER

**CHECKLIST**

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks, if any
1. a.	Have you enclosed the tender documents? (With The Technical Bid Envelope)			
2. a.	Have you enclosed duly filled & signed Tender Form			
b.	Have you enclosed Power of Attorney 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 90 days from the Tender Opening date?			
7.	Have you furnished Income Tax Account No. (PAN) as allotted by the Income Tax Department of Government of India for your Firm/Company?			
8.	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number			
9.	Have you enclosed Annexure -A, B, C, 'E' & 'F' duly filled in.			
10.	Have you enclosed other all declarations; documents required to be submitted as per Tender			
11.	In Case of Two Bid, Single Combined Offer Has Not Been Submitted OR 'Price Bid' Has Not Been Enclosed in The Envelope Marked 'Technical Bid'. Technical Bid in a separate envelop and Price Bid in a separate envelop.			

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.
3. 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 authorised sign on behalf of the Tenderer)  
For and on behalf of

(Name, address and stamp of the tendering firm)

**“ANNEXURE-A”****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	
3	Email ID of Concerned person	
4	Particulars of Bank Account of Firm	
5	Name of Bank and branch	
6	Bank Address and contract phone no	
7	9 Digit Code Number of the Bank and Branch	
8	IFSC Code of the Bank Branch (application for the bank branches participating RTGS system of RBI for fund transfer)	
9	Type of Bank Account (Saving Bank, Current Account or Cash Credit Account)	
10	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: These 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.

**ANNEXURE "B"****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/s ..... 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 & 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.

Signed on behalf of M/s

Place:

Date:

**ANNEXURE-“C”****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.

**Seal and Signature of the tenderer**

## ANNEXURE 'E'

**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 be able to abide by the above undertakings. (a & b), the requirements 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.
- e. The firm should mention in their letter head stating that the rates quoted by them are the same and not higher than those quoted with other Govt/public sector or private organizations

**Bidder's Signature and Seal**  
**(Full name, designation of the person in the Firm/Agency)**



**"ANNEXURE-F"****DECLARATION**

We \_\_\_\_\_ hereby certify that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subsidiary from such countries.

We \_\_\_\_\_ hereby certify that this \_\_\_\_\_ (bidder name) is not from such a country or, if from such a country, has been registered with the Department of Promotion of Industry and internal Trade (DPIIT).

We \_\_\_\_\_ hereby certify that this \_\_\_\_\_ (bidder name) fulfils all requirements in this regard and is eligible to be considered for procurement.

We \_\_\_\_\_ have not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong, and criminal and legal action can be taken against my/our Firm/Agency besides forfeiture of Earnest Money and blacklisting/debarment etc.

**Signature of the Bidder/Tenderer (Name)**  
**Seal of the Company**

**Note:** This declaration should be on Letter head of the company and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Technical bid

## **Specification**

### **Tender specification for toxicity studies through a CRO.**

- 1) Toxicity studies need to be performed by a CDSCO certified CRO. Study needs to be completed in a GLP Compliant facility.
- 2) Route for Toxicity Study is Oral
- 3) TK study as per OECD test No 417 including Oral bioavailability test as compared to Intravenous dose (calculation of F value), Cytochrome-P450 inhibition/ activation test and Microsomal stability test.
- 4) Twenty-eight days repeated dose toxicity study in Wistar Rats as per the NDCT 2019 & OECD 410 guidelines. Animal group size should be 12 (6 male +6 female).
- 5) Twenty-eight days repeated dose toxicity study in Rabbits as per the NDCT 2019 & OECD 410 guidelines. Animal group size should be 6 (3 male +3 female).
- 6) Acute toxicity study as per the OECD 423 guidelines. Biochemical and histopathology data is required. The No Observed Adverse Effect Level (NOAEL) level determination is expected from the study.
- 7) Bacterial Reverse Mutation test (Ames test) as per the OECD 471 guidelines.
- 8) Micronucleus test (MNT) as per the OECD 474 guidelines.
- 9) Time to final report: maximum 12 months after receiving the purchase order.
- 10) Comprehensive report as per the CDSCO requirements for human phase-1 trial approval.
- 11) In the tender document, approval/ certification documents, along with validity, should be included.