



NATIONAL INSTITUTE OF IMMUNOLOGY
Aruna Asaf Ali Marg. New Delhi- 110 067
Telephones (EPABX): 26717121-45, & 26717010-19.
Fax: 91-011-26742626, 26742125

NOTICE INVITING TENDER

NO.NII/R/2024

Dated: 18.7.2024

Director, National Institute of Immunology (NII), Aruna Asaf Ali Road, New Delhi-110067 invites sealed tenders in two bid system (Technical Bid & Price Bid) from the reputed company or Lab or authorised by parent company/lab **sequencing/Genomic etc.** as per annexure 1.

Name of the services	EMD to be given (₹)
consumable for sequencing/Genome etc. (As technical specification is attached at Annexure 1)	₹ 10000/-

EMD MUST BE SUBMITTED IN THE FORM OF DD OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED.

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

- Last date & Time for Submission of tender : 31.7.2024 up to 11.00 a.m.
- Date/Time for opening of bids : 31.7.2024 at 11.30 a.m.
- EMD : Payable by DD or Pay Order in Favour of Director, National Institute of Immunology, payable at New Delhi- 110067

Also, RTGS/NEFT. NII, New Delhi Bank details are as under:

Beneficiary Name: National Institute of Immunology,
New Delhi
Bank Name: CANARA BANK
Branch Address: Jit Singh Marg, New Delhi-110067
Bank Account No.: 1484101001636
IFSC Code: CNRB0001484

Copy of Tender documents may please be downloaded from web sites CPPP & 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.

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

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 supplied.
- (ii) EMD to be placed in the technical bid.
- (iii) In case of distributors/dealer of reputed Manufacturer's, copy of the authorization certificate from Manufacturer's should be enclosed with the offer in **Annexure-'D'**. However, the original shall have to be produced in case same is asked for.
- (iv) 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.
- (v) Firm of repute and preferably registered in appropriate Class, in any Govt. or Semi Govt. organizations etc.
- (vi) Tenderer's should have executed at least 3 similar supplies/contract during the last seven years for services of sequencing to reputed Government Organizations, R & D Institutes/Organization etc. (Please submit authentic proof in this regard, which can be verifiable at any time).
- (vii) The tenderer can quote in Indian Currency which should have endorsement of the principal company.
- (viii) 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 normally be entertained.
- (ix) 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/Tenderer's, who cannot provide validity of rates for One year, need not apply.**
- (x) Tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- (xi) 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.
- (xii) Both Envelops "Envelop No.1 superscribed Technical Bid/EMD" and "Envelop No.2, superscribed Price Bid" should be put in another envelop, superscribed "Tender for consumable and sequencing Genome etc. (Annexure I) and submitted to the above address not later than 11.00 a.m. on 31.7.2024.**
- (xiii) Tenderer has to give an affidavit **(in a non-judicial stamp paper worth Rs.50/- duly notarized)** that: **(Annexure-'B')**
 - My / our Firm has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
 - My / our Firm has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
 - My / our Firm has not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong, any criminal and legal action can be taken against their Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.
 - There are no complaints against my / our Firm such as poor quality used, delayed in 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.
- (xiv) Copies of IT Returns for the last three financial years (2020-21, 2021-22 & 2023-23) along with copy of PAN Card.
- (xv) Bidder has to submit the following documents to accept their Tender:
 - Proof of Tin No. / Sales Tax No. / VAT No.
 - Proof of PAN Card in respect of Firm or Proprietor as the case may be.

- (xvi) 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.
- (xvii) All prospective bidders may kindly ensure that they are eligible to quote for this tender inquiry as per Office Memorandum- **F. No. 6/18/2019-PPD dated 23.07.2020** and amended from time to time by the Ministry of Finance, Department of Expenditure, Public Procurement Division, and furnish the required declaration to this effect, failing which their bids/tenders shall not be considered for further evaluation.
- (xviii) 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]. (Ref. Annexure-C)
- (xix) 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.
- (xx) 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 for 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 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-'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 of only those bidders who have been found to be technically eligible. The Financial Bids of unsuccessful bidders would not be opened and destroyed/returned.
- (ix) **Transit Insurance** for the goods arranged by the supplier.
- (x) **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 purchaser 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.
- 4.2 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.

5. EARNEST MONEY DEPOSIT (EMD)

- 5.1 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.
- 5.2 The tenderer's 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).
- 5.3 **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.
- 5.4 The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Pay Order
- 5.5 The demand draft or pay order shall be drawn on any Nationalised Bank in India, in favour of the "Director, National Institute of Immunology, New Delhi, India".
- 5.6 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.
- 5.7 Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer or expiry of contract.
- 5.8 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. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

6. TENDER VALIDITY

- 6.1 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. Rate contract for services of sequencing, 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.
- 6.2 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 the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

- 6.3 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.

7. SIGNING AND SEALING OF TENDER

- 7.1 The tenderers shall submit their tenders as per the instructions.
- 7.2 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.
- 7.3 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.
- 7.4 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".
- 7.5 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.

8. SUBMISSION OF TENDERS

- 8.1 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 **31.7.2024 upto 11.00 a.m.** in the tender box located at reception and the same will be opened on **31.7.2024 at 11.30 a.m.** in the presence of tenderer, if any. The tender received late, will not be considered.
- 8.2 The designation of the nominated officer to receive the bulky tender which cannot be put in the tender box is: Section Officer, Store & Purchase Department, National Institute of Immunology, New Delhi.
- 8.3 The tenderer's 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.
- 8.4 Tenderer must fill up the '**Check list Form**' and Bid Submission format.

9. LATE TENDER

- 9.1 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.

10. ALTERATION AND WITHDRAWAL OF TENDER

- 10.1 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.
- 10.2 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.

11. OPENING OF TENDERS

- 11.1 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.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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)

12. SCRUTINY AND EVALUATION OF TENDERS

12.1 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 tenderer's 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.**

12.2 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.

13. DISCREPANCIES IN PRICES

- 13.1 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.
- 13.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 13.3 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.

14. QUALIFICATION CRITERIA

- 14.1 Tenders of the tenderer's, who do not meet the required Qualification Criteria will be treated as non - responsive and will not be considered further.

15. TENDERER'S CAPABILITY TO PERFORM THE CONTRACT

- 15.1 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.
- 15.2 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.

16. CONTACTING THE PURCHASER

- 16.1 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.
- 16.2 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.

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

- 17.1 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.

- 17.2 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.
- 17.3 The annual contract can be terminated at anytime without assigning any reasons by giving one month notice.

18. AWARD CRITERIA

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

19. NOTIFICATION OF AWARD

- 19.1 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.
- 19.2 The Notification of Award shall constitute the conclusion of the Contract.

20. ISSUE OF CONTRACT

- 20.1 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.
- 20.2 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.
- 20.3 The purchaser reserves the right to issue the Notification of Award consignee wise.

21. CORRUPT OR FRAUDULENT PRACTICES

- 21.1 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 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 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 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.

22. WARRANTY AND QUALITY

- 22.1 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.

23. TERMS OF DELIVERY

- 23.1 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.

- 23.2 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract
- 23.3 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

24. TRANSPORTATION OF GOODS

- 24.1 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 FOR destination terms.

25. INSURANCE

- 25.1 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) The supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the FOR 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.

26. INSPECTIONS AND TESTS

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

27. TERMS AND MODE OF PAYMENT

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 The supplier shall not claim any interest on payments under the contract.
- 27.6 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.

28. DELAY IN THE SUPPLIER'S PERFORMANCE

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.

29. LIQUIDATED DAMAGES

- 29.1 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.

30. TERMINATION FOR DEFAULT

- 30.1 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.
- 30.2 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.
- 30.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

31. TERMINATION FOR INSOLVENCY

- 31.1 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.

32. MISC.:

- 32.1 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 tenders.
- 32.2 **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.**

- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 The supplies shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Institute.
- 32.7 The material of only approved make shall be supplied at site.
- 32.8 No advance payment will be made. Payment will be made only after satisfactory supply of all materials at site.
- 32.9 All bids shall be the property of NII, and bidders will lay no claim whatsoever on the same.

33. FORCE MAJEURE

- 33.1 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.

34. TERMINATION FOR CONVENIENCE

- 34.1 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.
- 34.2 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.

35. RESOLUTION OF DISPUTES

- 35.1 In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NII and Seller, 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 Seller/NII as the case may be in this regard within 30 (thirty) days of notice of arbitration by the Seller/NII as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/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.

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, D '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)

BID SUBMISSION FORMAT

ITEM DESCRIPTION/PARTICULARS	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	
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 the original. (As per format Enclosed – Annexure -D)	
Whether all the authorization for all the manufacturers is enclosed?	
Discount offered on the printed price	
Whether you have read and understood the terms and conditions mentioned above from page no. 1 to 14 and whether you accept it unconditionally?	
Whether you accept that if the ordered material is not supplied in the above mentioned period then NII reserves the right to cancel the order/not accepts the ordered materials	

Signature of Authorized signatory & Seal

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.

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 besides forfeiture of Earnest Money & blacklisting etc.
- d. There are no complaints against my / our Firm such as **poor** quality ingredients used, fungal growth of feed, delayed supply of feed, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

Signed on behalf of M/s

Place:

Date:

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, Nil will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Negotiations will be called for to get prices reduce.

Seal and Signature of the tenderer

ANNEXURE "D"

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 which would be valid from _____ to _____.

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.

UNDERTAKINGS

(to be given on the Letterhead of the FIRM)

An undertaking is given herewith that:

- a. I /Firm will accept the split order for items against which lowest rates quoted by me/ my Firm.
- b. The brand new and agreed quality of materials will be supplied against the supply order of the Institute.
- c. If I / my Firm will not abide by the above undertakings.
- 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)

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_____ 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_____ has 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 & blacklisting etc.

Signature of the Bidder/Tenderer (Name)

Seal of the Company

Note: This declaration should be on **Letterhead 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.

Sl. No.	Items	Make	Cat #
1	MinION GridION Flow Cell R9 Version	Oxford nanopore	FLO-MIN106D
2	NextSeq™ 2000 P4 XLEAP-SBS™ Reagent Kit (100 Cycles)	Illumina	20100994
3	NextSeq™ 2000 P4 XLEAP-SBS™ Reagent Kit (300 Cycles)	Illumina	20100992