



## NATIONAL INSTITUTE OF IMMUNOLOGY

Aruna Asaf Ali Marg, New Delhi - 110 067

### NOTICE INVITING TENDER

NII/S&P/LOC-LAB/RC/2024-25

Dated: 22.10.2204

**Sealed tenders are invited on behalf of the Director, NII - NEW DELHI, India in Two Bid from reputed original manufacturers or their authorized distributor/dealer who are financially sound and capable of supplying the required items** for entering into Vender registration on "Annual Rate Contract basis" for goods broadly listed in the table below:

BROAD DESCRIPTION OF ITEMS	Earnest money deposit (EMD)	Cost of tender document
Laboratory Research Chemicals (including High Purity Chemicals, Molecular Biology and Microbiological Media, & related products such as Glassware, Plasticwares, Lab Consumables with HSN Code etc. with HSN Code etc.	₹25000/- ( Twenty Five Thousands) for each price schedule (each Manufacturer/Brand)	₹ 1180/- (Inclusive of GST) ( One Thousand one hundred eighty only)

- **Date of Tender Commencement** : **22.10.2024**
- Last Date & Time of Tender Submission** : **On or before 19.11.2024 upto 11.00 AM**
- Date & Time for opening of Bids** : **19.11.2024 at 11.30 AM**
- EMD** : **Also RTGS/NEFT, NI, New Delhi Bank Details are as under:**  
**Beneficiary Name: National Institute of Immunology**  
**New Delhi**  
**Bank Name: Canara Bank**  
**Branch address: Jitsingh Marg, New Delhi-110067**  
**Bank Account No. 1484101001636**  
**IFSC Code: CNRB001484**

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 on 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.** Fax/email bids or Late/Delayed tenders shall not be considered.

In case of distributors/dealers of reputed Indian/Foreign Manufacturers, copy of the authorization certificate from Manufacturer/s (Make/Manufacturer/Principal wise) should be enclosed which should be valid for at least 15 months or till the validity of the contract. However, the original shall have to be produced in case the same is asked for.

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.

**Stores & Purchase Officer**

**NATIONAL INSTITUTE OF IMMUNOLOGY**  
Aruna Asaf Ali Marg, New Delhi- 110 067

## **SCOPE**

National Institute of Immunology, New Delhi, India is an established R&D Institute funded by the Department of Biotechnology, Government of India to bring a transformation in scientific research. NII is using Lab research Chemicals, Plastic ware and other R&D related Lab Consumables etc. in order to ensure reproducibility of the research results and to attain scientific rigor on case to case basis. Therefore, quality manufacturers or their authorized distributors/dealers network in India preferably Delhi/NCR are invited to participate in this open tender for supply of chemicals, Plastic Ware, Glass Ware & other R&D related Lab Consumables etc to NII, New Delhi on "Annual Rate Contract basis".

**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 with HSN code etc.**

The rates for this tender must be offered in Indian Currency (INR). It should clearly be mentioned in your Bid, if the rates are inclusive or exclusive of GST. However, in both the cases, GST rate must be mentioned in the Bid.

## **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:**

- "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- "Tender" means Bids/Quotation/Tender received from a Firm/Tenderer /Bidder.
- "Tenderer" means Bidder/the Individual or Firm submitting Bids/Quotation/Tender.
- "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender.
- "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:**

- "NIT" means Notice Inviting Tenders.
- "GCC" means General Conditions of Contract
- "DGS&D" means Directorate General of Supplies & Disposals
- "NSIC" means National Small Industries Corporation
- "DP" means Delivery Period
- "BG" means Bank Guarantee

**c. The tenderer shall provide following documents with the Bid:**

- Duly filled-in and signed **Check List**
- Bid submission format in **Annexure-'A'**
- The **letter of Authorization/Dealership** from Principal Company issued after the date of publication of this tender in original as per **Annexure- 'B'**. **Manufacturer-wise authorization, if dealer/agent is quoting for more than one manufacturer/Principal;**
- Bank Details Regarding the transfer of Payment in **Annexure-'C'**
- Duly filled and signed **Proforma-A** for parameters as may be applicable;
- Fall clause notice certificate in **Annexure-'D'** on letterhead;
- **Affidavit** on e-stamp paper of Rs.50/- (duly notarized) as per **Annexure-'E'**

- **Declaration** as per **Annexure-‘F’** regarding no complaints against bidders such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and the bidder was not subjected to punishment of any type;
- **Annual turnover** of the Bidder as per **Annexure-‘G’**
- **Certificate on the letter head** that the item/s supplied shall be of genuine quality/make and procured from the authorized stockiest/dealer/Manufacturer/Principal.
- **Duly signed letter** addressed to Director, NII, New Delhi that the rates tendered in the bid shall be valid 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.
- **Duly signed letter** addressed to Director, NII, New Delhi that the Bidder (other than the Manufacturer/Principal) is having a direct tie up with the Principal Company for supply of their products in India.
- **DD/PO** towards **“Earnest Money Deposit”** (EMD) of requisite amount as mentioned in the NIT
- **List of customers**
- **Feedback evidence** for last three years from Govt./PSUs/Autonomous Bodies etc about the similar products
- **Income Tax Return** for last three years (i.e. 2020-21, 2021-22 & 2022-23);
- Copy of **PAN** for your company;
- Copy of **GST** registration;
- Duly filled-in Proforma-A
- Copy of valid **MSME/NSIC registration**, in case exemption for EMD has been sought by the Bidder. MSME must contain CPPP/NIC registered UAM number for the purpose of EMD exemption. Only Micro & small enterprises shall be exempted against MSME registration. Subject to submission of relevant documents for which exemption is sought.
- **Catalogue** of items with product details;
- **Price Quotation/Price List with maximum discount thereon must be signed by the authorized signatory of the principal supplier with official seal on Price List;**
- **Applicable GST on the items;**
- **Clear statement indicating that the rates offered are inclusive or exclusive of GST;**
- **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.**

## 2. **ELIGIBLE TENDERERS**

- 2.1 Tenderer shall furnish complete information and details as required in the Tender Enquiry and provide all the supporting documents, undertakings, declarations and evidences asked therein. Bids without complete details shall be rejected outright without any communication. After opening of bids, if any deficiency is noticed, NII may not notify the tenderer about the same for clarification and reject such tender/s. Therefore, tenderer must ensure that all the requirements of the tender are complied before submission of the Bid.
- 2.2 However, the tenderer may seek bid clarification ten days prior from the due date by addressing the issues in writing to tender inviting authority. Clarification shall be provided to the tenderer preferably through email. Please, mention your email address in all your communication with NII.
- 2.3 In case the tenderer has entered into Rate Contract with any of PSUs/Govt. Institutions, a copy of Rate Contract must be sent along with the tender.
- 2.4 The firms registered with National Small Industries Corporation (NSIC)/MSME for these items are exempted from depositing EMD (bid security). However, they have to enclose valid registration certificate for the purpose exemption sought with their tender in a sealed envelope superscripted "BID SECURITY DEPOSIT".
- 2.5 Firm should be reputed and preferably registered with any Govt. or Semi Govt. organizations etc.
- 2.6 Tenderers should have executed at least 3 similar rate contract during last seven year for supply of chemicals, Plastic Ware, Glass Ware & other R&D related Lab Consumables etc to reputed Government Organizations, R & D Institutes etc. (Please submit an authentic proof in this regard, which can be verifiable at any time).
- 2.7 List of Govt. Institutes/Pvt. Industries/Pharma industries supplied and details of the supply (From the start date and end date of supply of chemicals, Plastic Ware, Glass Ware & other R&D related Lab Consumables etc).
- 2.8 Tenderers shall avoid overwriting/white fluid for correction of entries in the tender. However, correction, if any, made in the bid by way of scoring out or overwriting must be initialed. All pages of the bid, other than pre-printed literature, shall be initialed by the person or persons signing the bid. The authorized signatory of the tenderer must sign the tender and put seal or stamp at appropriate places and initial all the pages of the tender.

- 2.9 Tenderer must fill up the 'Check List Form' and Annexure 'A' (Bid Submission format).
- 2.10 The letter of Authorization/Dealership from principal company issued after the date of publication of this tender is to be attached in original in the Annexure-'B'
- 2.11 Tenderers shall provide complete Bank Address with IFSC & Account No. in Proforma-A to make payment to your Bank account. No Bill for part payment will normally be entertained.
- 2.12 Tenderers shall submit the Fall Clause Notice Certificate in Annexure-'D'
- 2.13 The bidder should not have been blacklisted by the Central Government, State Governments or Government Corporations/Institutions in India and also submit the declaration that all statements and documents submitted in and with the tender are true and authentic. The Bidder shall submit duly notarized Affidavit on E-stamp paper of Rs.50/- as per Annexure-'E'.
- 2.14 There should not be any complaints against bidders such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and for which no punishment of any type should have been given. The bidder should submit a self declaration to this effect in Annexure-'F'.
- 2.15 The item/s supplied should be certified by the supplier to be of genuine quality/make and procured from the authorized stockiest/dealer/Manufacturer.
- 2.16 The validity of rates tendered in the bid 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 Authorized Firms/Principals/Original Manufacturers, unable to provide validity of rates for One Year, need not apply.
- 2.17 Manufacturer and authorized dealers will be given preference for rate contract. In the absence of manufacturer and authorized dealer, preference for rate contract will be given to authorized third parties vendor with lower price
- 2.18 In case, there is any break-up between authorized Firm/Agency and the Principal Company during the validity period of authorization, the rate contract for items offered on behalf of such Principal shall be cancelled and consequently the purchaser shall forfeit respective EMD / Performance Bank Guarantee. This is as per GeM policy which will be followed.
- 2.19 Any tender failing to fulfill any of the above requirements and/or gives evasive information/supporting document against any such requirement, shall liable to be ignored and rejected and the EMD deposited shall be forfeited.
- 2.20 Tender sent by fax/email/cable shall be ignored.
- 2.21 **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 alongwith softcopy in excel sheel.**
- 2.22 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.
- 2.23 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.
- 2.24 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-H)
- 2.25 It may be noted that prospective bidders/manufacturers, who have registered with the appropriate Government Departments, for their itemized list of products (Laboratory Research Chemicals including High Purity Chemicals, Molecular Biology and Microbiological Media, & related products such as Glasswares, Plasticwares, Lab Consumables) are advised to enclose a copy of such Registration Certificate alongwith the list of such products, duly self-attested.
- 2.26 It may be noted that this Institute would follow the Guidelines issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India, vide Order No. P-45021/2/2017-PP(BE-II) dated 4.6.2020 under Public Procurement (Preference to Make in India) Order 2017 - Revision regarding. The tender will be finalized as per the above Guidelines issued from time to time by the Department for Promotion of Industry and Internal Trade, Govt. of India.

### **3. LANGUAGE OF TENDER**

The language of tender shall be English and where Hindi is used, the English version of the same should also be provided. However for purpose of any interpretation, the English version shall prevail.

### **4. TENDERING EXPENSE**

The tenderer shall bear all costs and expenditure connection with its tender including preparation, mailing and submission of its tender and for subsequent processing of 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.

## 5. AMENDMENTS TO THE DOCUMENTS

- 5.1 At any time prior to the deadline for submission of tenders, the purchaser may for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it. Amendment, if any, will be notified through NII website under the link 'Tenders' and such amendment shall be binding on them.
- 5.2 In order to provide reasonable time to the prospective tenderers to prepare their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other linked time deadline.

## 6. TENDER CURRENCIES

- 6.1 Unless otherwise specified by the purchaser, the tenderer shall quote RATES only in Indian Rupees/INR.
- 6.2 Tenders, where prices are quoted in any other manner currency shall be treated as non-responsive and rejected.

## 7. TENDER PRICES

- 7.1 **Discounts (including Special discount, if any) applicable on the Price List/Price offer** shall be mentioned clearly in terms of percentage by the manufactures/authorized suppliers.
- 7.2 Maximum discount for the entire catalogue prices shall make the bid more responsive among the eligible tenderers.
- 7.3 Conditional discount offer by the bidder shall not be considered at the time of evaluation.
- 7.4 Bids with **maximum discount on the offered prices shall be one among other factors to determine the successful bidder.**
- 7.5 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 alongwith softcopy in excel sheet.**
- 7.6 Any request for increase in prices will not be entertained for during rate contract period
- 7.7 The price of the goods offered in the bid should be FOR, NII, New Delhi inclusive of all charges (GST, Custom, freight, insurance etc), charges for inland transportation, insurance and other local services required for delivering the goods at the consignee end.
- 7.8 Prices charged for the stores supplied under Annual Contract should in no case be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organization or any such organization in India during the period of contract, failing which the **"FALL CLAUSE"** of tender will be applicable. **A certificate to this effect may be provided by the Tenderer in Annexure-'D'**

## 8. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS

- 8.1 The tenderer **MUST** furnish in tender all relevant details and documents so as to make the tender responsive and eligible to perform the contract if decided in its favour.
- 8.2 In case the tenderer offers to supply goods manufactured by some other firm, the tenderer must be authorized by the goods manufacturer/Principal Company to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect with period of its validity.

## 9. EARNEST MONEY DEPOSIT (EMD)

- 9.1 The tenderer shall furnish along with its tender requisite amount towards Earnest Money. The tenderers who are currently registered with **MSME or National Small Industries Corporation, New Delhi** and such registration continue to be valid during the tender validity period for the specific goods as per requirement of tender enquiry shall be eligible for exemption from EMD. In such a case the tenderer must furnish copy of its registration with validity date with MSME / NSIC, as the case may be.
- 9.2 **Tenders** received without Earnest Money or appropriate exemption certificate shall be rejected.

- 9.3 The earnest money shall be tendered in Indian Rupees. The earnest money shall be furnished in one of the following forms:
- Account Payee Demand Draft/Pay Order
- 9.4 The Demand Draft or Pay Order shall be drawn on any Nationalized Bank in India, in favour of the "Director, National Institute of Immunology, New Delhi, India". Details of depositor should be mentioned on the back side of DD/Pay Order.
- 9.5 No interest shall be payable on the Earnest Money Deposit in any case.
- 9.6 Earnest Money of unsuccessful tenderers will be returned to the Firms without any interest, after expiry of the tender validity period. Earnest money of the successful tenderer will be retained as a security deposit for the satisfactory performance of contract by the contractor and will be refundable after successful execution of contract without any interest.
- 9.7 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 is noticed that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.

## **10. TENDER VALIDITY**

- 10.1 The tenders shall remain valid for acceptance for a period of 150 (One Hundred fifty) days after the date of tender opening prescribed in the tender document. Rate contract for the Items of this tender shall be valid for a period of 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.
- 10.2 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/email or by post. Tenderers, agree to extend the tender validity, shall do so without any change or modification of their original tender and accordingly extend the validity period of the EMD.
- 10.3 In case the tender validity date falls on scheduled holiday/subsequently declared holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

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

- 11.1 The tenderers shall submit their bids as per the instructions in the tender.
- 11.2 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) 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.
- 11.3 All the pages 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 initialed 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 initialed by the person(s) signing the tender.
- 11.4 The Tenderer shall seal the envelope to secure all joints of envelope and super scribe with "Reference No./Last Date for Submission of Tender / Date of Opening of Tender / Firm's Name & Address and Description of Item" as per NIT.
- 11.5 If the envelope is not sealed and super scribed, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

## **12. SUBMISSION OF TENDERS**

- 12.1 The tenders must be submitted in a duly sealed super scribed envelope addressed to Director, NII, New Delhi and should be sent at following address or dropped in the TENDER BOX located at the reception by **19.11.2024 up to 11.00 AM** and the same will be opened on 19.11.2024 **at 11.30 AM** in the presence of authorized representative of tenderer wish to be present.
- 12.2 Bulky tender that cannot be dropped in tender box may be handed over to Store & Purchase Officer, Store & Purchase Department, National Institute of Immunology, New Delhi. In such a case, the tenderer may also obtain acknowledgement of handing the tender in person.
- 12.3 The tenderers must ensure that they submit their tenders not later than the closing time and date as specified in the NIT. It is the responsibility of the tenderer to secure their Tender through in-time submission of the same. In the event of the specified date for submission of tender falls on subsequently declared holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

## **13. LATE TENDER**



- 13.1 Any tender which is received after the specified closing date & time date and time will be treated as “LATE” tender and will be rejected.

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

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

#### **15. OPENING OF TENDERS**

- 15.1 Authorized NII officials jointly own the responsibility for tender opening on the specified date and time and at the place as indicated in the NIT.
- 15.2 In case the specified date of tender opening falls on scheduled holiday/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.
- 15.3 Authorized representatives of the tenderers who submitted tenders on time may attend the tender opening provided they bring with them letter of authority for the purpose of attending tender opening.
- 15.4 The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative name & signature and names and addresses of the bidding Firm.
- 15.5 During the tender opening, the tender opening official 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.

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

##### **16.1 Basic Principle**

- i) Prior to the detailed evaluation of Bids, the Purchaser shall determine whether each Bid (a) meets the eligibility criteria defined in the Bidding Documents; (b) has been properly signed; (c) is accompanied by the Security or the Bid Securing Declaration; and (d) is substantially responsive to the requirements of the Bidding Documents.
- ii) 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 and rejected.
- iii) A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation.
- iv) If a Bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **17. DISCREPANCIES/CORRECTION IN PRICES**

- 17.1 Bids determined to be substantially responsive shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Employer as follows:
- where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.
- 17.2 The amount stated in the Bid shall be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited.

#### **18. QUALIFICATION CRITERIA**

Tenders of the Bidders which do not meet the required Qualification Criteria will be treated as non - responsive and will not be considered further.

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

- 19.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the Bid/s of the tenderer which has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 19.2 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, including their previous performance record.

#### **20. CONTACTING THE PURCHASER**

- 20.1 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, should do so only in writing.
- 20.2 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 against that tenderer as may be deemed fit by the purchaser.

#### **21. PURCHASER'S RIGHT TO ACCEPT OR REJECT TENDERS**

- 21.1 The NII as a 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/s.
- 21.2 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 reason thereof.
- 21.3 The annual contract can be terminated at anytime without assigning any reason by giving one month notice.
- 21.4 NII as a purchaser has every right to terminate the contract during the validity of the contract period, if it is found that the services and their products of selected tenderer/ agency are found unsatisfactory/inferior, including furnishing of misleading information.

#### **22. AWARD CRITERIA**

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

#### **23. NOTIFICATION OF AWARD**

- 23.1 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 that its tender for goods, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description and quantity of the goods and corresponding prices accepted.
- 23.2 The Notification of Award shall constitute the conclusion of the Contract.

#### **24. ISSUE OF CONTRACT**

- 24.1 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.
- 24.2 Within 15 (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.
- 24.3 The purchaser reserves the right to issue the Notification of Award consignee wise.

#### **25. CORRUPT OR FRAUDULENT PRACTICES**



- 25.1 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: -
- defines, for the purposes of this provision, the terms set forth below:
  - "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
  - "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;
  - 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;
  - 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 executing the contract.

## **26. PACKING AND MARKING**

- 26.1 The packing for the goods to be provided by the supplier should be secure and durable to withstand, without limitation, the entire journey during transit including trans-shipment (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.
- 26.2 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.
- 26.3 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:
- contract number and date
  - brief description of goods including quantity along with PO number
  - packing list reference number
  - consignee's name and full address and
  - supplier's name and address
- 26.4 In any case, the supplier shall be responsible for proper packing and delivery of the stores and in the event of any loss, damage, breakage or leakage due to insufficient or defective packing, the supplier shall replace the stores or make good the loss on receipt of intimation thereof from the NII and within the time specified in the intimation. The decision of NII as to whether the loss, breakage, or leakage has been caused due to insufficient or defective packing shall be final and binding upon the supplier. The NII shall be at liberty to purchase such stores at the risk and cost of the supplier in the event of his failure to replace the stores or make good their loss within the specified time of the intimation and the provision of Risk Purchase Clause shall apply to such purchases. Delivery of the stores shall not be considered complete till they have been inspected, weighed, counted and passed by the NII.

## **27. WARRANTY AND GUARANTEE**

- 27.1 The tenderer shall be fully responsible for the manufacturer guarantee/warranty in respect of quality of the materials covered in the Annual Contract. In case of any defect found in the material supplied or during usage of item/s, the supplier will be liable to provide free replacement or refund the amount charged for such item/s, failing which the Annual contract of the firm may be cancelled in addition to other provisions of Tender Enquiry terms and conditions.
- 27.2 Shelf life, if applicable to consumables, should have left out life 90% or more at the time of delivery of such consumables to the Purchaser. Supply of consumables less than the 90% Shelf life shall not be accepted and may be rejected by the Purchaser at the cost of supplier.

## **28. TERMS OF DELIVERY**

- 28.1 In the event of a tender accepted and order 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 shall liable to be forfeited.
- 28.2 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract/purchase order. Should not be more than (30) **Thirty days**, unless otherwise agreed to between the purchaser and suppliers.

28.3 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 in addition to other penal provisions provided under the contract.

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

- 29.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the contract/purchase order.
- 29.2 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.
- 29.3 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 but before the expiry of the delivery time. On receiving the supplier's communication, the purchaser shall examine the situation possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplies by issuing an amendment to the contract.
- 29.4 The supplier shall not dispatch the goods until written permission of Purchaser for extension of delivery period. Any supplies made without the permission of Purchaser shall be at supplier's risk and cost.

## **30. LIQUIDATED DAMAGES CUM PENALTY**

In the event of failure to execute any supply order within the stipulated delivery period indicated in the delivery advices concerned in line with the delivery clause, liquidated damages cum penalty at the rate of 0.5% per week or part thereof subject to maximum of 10% of the value of goods in respect of which default of delivery taken place, will be levied by the Purchaser from the bills/other pending bills of the supplier. The default may also lead to cancellation of the contract which will solely be at the discretion of Purchaser.

## **31. FAILURE TO SUPPLY AND RISK PURCHASE CLAUSE**

- 31.1 If the supplier fails to supply any stores in accordance with the terms and conditions herein provided and those agreed with the NII, or fails to replace the stores as may be rejected by the NII, within the time stipulated, the NII shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase such stores (of the same specifications) from any other source and at such price as the NII shall in their sole discretion think fit and if such price shall exceed the rate set out in contract, the supplier shall be liable to pay to the purchaser the difference between the price at which such stores have been purchased by the NII and at the price set out in the contract plus 10% overheads. The risk purchase and payment of difference with overheads in terms thereof shall not absolve the supplier from the liability to pay damage as may be suffered and claimed by the NII due to the failure of the supplier to make timely and proper delivery of the contracted stores.
- 31.2 Provided however, if such failure referred to in clause (a) above shall have arisen from an act of God or disorganization of public transport, thunder, flood, earthquake or any other inevitable or unforeseen circumstances beyond human control including any cause directly or indirectly interfering with the supply of raw materials such as limitation of import license or any other cause which the NII may admit as reasonable ground for non-supply in time as may be justified by the circumstances of the case, the purchaser may forego the claim for any such loss or damage.

## **32. TRANSPORTATION OF GOODS**

- 32.1 The supplier shall follow the instructions mentioned below:
- The supplier shall not arrange part delivery 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.

## **33. INSURANCE**

- 33.1 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:
- 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.

- The supplier shall arrange for insurance for an amount equal to 110% (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.

### **34. MODIFICATION OF CONTRACT**

- 34.1 The Purchaser, by a written order to the supplier, may at any time during the contract period amend the contract by making alterations/modifications within the scope of the contract with respect to:
- a) mode of packing,
  - b) mode of dispatch,
  - c) place of delivery, and
  - d) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 34.2 In the event of any such modification/alteration, if cause the cost of goods to vary, an equitable price adjustment may be done in the contract. However, the supplier may choose to give consent in case no price adjustment is to be preferred by him due to such modification/alteration. In case the supplier fails to agree price adjustment on equitable basis in the contract, the Purchaser should be conveyed about the same within 7 days by the supplier so as to enable Purchaser to take a considered view as may be acceptable to both the parties.

### **35. INSPECTIONS AND TESTS**

- 35.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods for their conformity to the Contract specifications at no extra cost to the Purchaser.
- 35.2 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 cost to the Purchaser.
- 35.3 Should any Goods during inspection/testing fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make necessary alterations to meet specification/requirements free of cost to the Purchaser.
- 35.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Purchaser's Site shall in no way be limited or waived on the plea that Goods have previously been inspected, tested and passed by the Purchaser/its representative prior to the delivery of Goods.

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

- 36.1 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 consignee/s. Payment is released normally within 30 days subject to receipt of goods to the entire satisfaction of the Purchaser.
- 36.2 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 fulfilling all the obligations by the supplier under the contract.
- 36.3 The supplier shall furnish important documents while claiming payment such as:-
- a. Original invoice in duplicate and delivery challan;
  - b. Packing list identifying contents of each package;
  - c. Manufacturer's/Supplier's guarantee/warranty certificate and residual shelf life certificate;
  - d. Manufacturer's in-house testing certificate.
  - e. Any other document as the Purchaser may require.
  - f. Copy of E-waybill as per GST act requirement.
- 36.4 Payment shall be made subject to recoveries, viz., liquidated damages or any other penal charges/recoveries under the provisions of contract.
- 36.5 The supplier shall not claim any interest on payments under the contract.
- 36.6 Any statutory requirement for tax deduction at source/TCS will be made applicable to the bills payable to the Supplier as per Govt. notification from time to time.

### **37. TERMINATION FOR DEFAULT**

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.

### **38. TERMINATION FOR INSOLVENCY**

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 subject to further condition that such termination will not prejudice or affect the rights and remedies which would have accrued and / or will accrue thereafter to the purchaser.

### **39. FORCE MAJEURE**

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.

### **40. TERMINATION FOR CONVENIENCE**

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

### **41. RESOLUTION OF DISPUTES**

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 persons with names to Seller/NII as the case may be in this regard within 30(Thirty) days for selecting any one of them for appointment as the Arbitrator. In case Seller/NII as the case may be has not communicated its selection of name of a person 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 which shall be binding on both the parties. The venue of arbitration shall be in 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 within Delhi only.

### **42. APPLICABLE LAW**

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

43. It is noted that NII would order the items only on actual requirement basis and NII does not guarantee the quantum of business during the rate contract period.
44. It is further noted that any amendments to this tender notice, like extension of date of submission of tender etc., will be published in the CPPP and NII website only and will not be published in the Newspapers. Accordingly, all prospective tenderers are requested to see the website regularly.

**SIGNATURE & SEAL OF TENDERER**  
Name of person signed

**STORES & PURCHASE OFFICE**

<b>NATIONAL INSTITUTE OF IMMUNOLOGY, New Delhi</b>		<b>Proforma-A</b>
Tender Enquiry Ref No.: <b>NII/S&amp;P/LOC-LAB/RC/2024-25</b>		Date:
1	<b>PROCUREMENT GROUP NAME</b> (Laboratory Research Chemicals and Glassware, Plastic ware & Lab Consumables)	
2	<b>Name of the Firm/Manufacturer/Principal</b>	
3	<b>Complete Correspondence Address</b>	
	<b>Status of Firm whether / Manufacturer / Principal / Manufacturer's authorized agent</b>	
	<b>Phone</b>	
	<b>Fax</b>	
	<b>e-mail ID</b>	
4	<b>Factory/Setup Address</b> - if manufacturer /principal (In case there is more than one factory, write as Unit-1, Unit-2 so on)	
	<b>Phone</b>	
	<b>Fax</b>	
	<b>e-mail ID</b>	
	<b>CONTACT PERSON (Name &amp; Designation)</b>	
	<b>CONTACT PERSON NO. (MOB.)</b>	
5	<b>Name &amp; Address of authorized Agent, if like to incorporate in Rate contract.</b> (in case applicable)	



	<b>Phone</b>	
	<b>Fax</b>	
	<b>e-mail ID</b>	
	<b>CONTACT PERSON (Name &amp; Designation)</b>	
	<b>CONTACT PERSON NO. (MOB.)</b>	
6	<b>Delivery Period</b> (write specifically Day/Week/Month)	
7	<b>Ex-Works Supplies Discount</b> (Mention NA, in case not applicable)	
8	<b>Status of the Firm (SMALL/MEDIUM/LARGE SCALE)</b>	
9	<b>Registration with NSIC</b> (Registration No. & date and validity date with a copy of evidence)	
10	<b>Brand</b> ( Name )	
11	<b>Total turnover for preceding 3 Financial Years</b> (in Rs.)	
12	<b>Warranty/Guarantee</b> (specify as per terms of tender)	
13	<b>Details of your Bank for payment transfer through RTGS/NEFT</b>	<b>To furnish below</b> (Also to be submitted on letter head duly verified by the bank)
i	Contact person name of Firm with Phone, Fax No. & Email ID	
ii	Name of Bank & Branch	
iii	Bank address and contact number	
iv	9 digit code number of Bank and Branch	
v	IFSC code of the Bank branch for fund transfer via RTGS	
vi	Type of Bank Account (Saving, Current or Cash Credit Account)	
vii	Complete Bank Account number as printed in cheque book	
14	<b>Name of Person along with contact no. &amp; email ID authorized by the Firm to sign tender and deal with NII for all post tender activities.</b>	

15	<b>Any other discount offered</b> (at the option of the Firm) - mention details of such discount, if any	
16	<b>GST registration No. &amp; Date</b> (copy of registration to be enclosed with Technical Bid)	
17	<b>PAN No.</b> (copy of PAN to be enclosed with the Technical Bid)	
18	<b>Earnest Money Deposit (EMD) payment details</b> (in case not registered with NSIC) - Registration of NSIC regd. Firms should be valid as on the date of tender)	To furnish below
	DD/PO No. & Date	
	Bank Name	
	Amount	
19	<b>UAM number</b> (if the firm is MSE)	
20	<b>Remarks, if any</b>	
	<b>Signature of Authorized signatory &amp; Seal</b>	
	<b>Name of Person signed</b>	
	<b>Designation</b>	
	Place:	
	Date:	

**CHECKLIST**

**The Tenderer may ensure that all the documents/confirmations listed in the Table below are enclosed with your tender and mention (NA) for activity not applicable. Tenderer must ensure that all other supporting documents/declarations/conformations required as per Tender Enquiry are furnished with the tender to avoid rejection of bid.**

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/No/NA	Page No. in the TE document	Remarks, if any
1 (a)	Have you enclosed EMD and tender document fee along with technical bid of required amount?			
2 (a)	Have you enclosed duly filled & signed Tender Form?			
(b)	Have you enclosed Power of Attorney in favor 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 or approved Price List?			
6	Have you agreed validity of 120 days for your bid from the Tender Opening date?			
7	Have you furnished copy of PAN for your Firm/Company?			
8	Have you provided your bank details such as name and full address of your Banker(s), Bank Account Number, IFSC code etc?			
9	Have you furnished Proforma-A & Annexure -A, B, C, D, E & F as per requirement?			
10	Have you enclosed all necessary declarations, documents required to be submitted as per Tender?			
11	Have you numbered all pages of your Tender and indexed them?			
12	Have you furnished details of annual turnover for FYs in Annexure-G			

\_\_\_\_\_  
(Signature with date)

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

\_\_\_\_\_  
(Name, address and stamp of the tendering firm)

Place:

Date:

## ANNEXURE "A"

**BID SUBMISSION FORMAT**  
(PLEASE SUBMIT YOUR BID IN THIS GIVEN FORMAT)

S.No.	OTHER IMPORTANT TERMS	YES/NO (NO DEVIATION ACCEPTED)
1	Tender Ref. No.	
2	Name of the Company	
3	Category of Items applied for Rate Contract	
4	Mention the Name of Manufacturer in the Price List for which Rate Contract is applied.	
5	The Authorization/Dealership letter of Principal Company issued after the date of publication of this tender is to be attached "in original". (Authorization Format Enclosed)	
6	Whether Authorization from all the Manufacturers/Principals is enclosed.	
7	In case of CBW Items, whether Price List in Indian Currency is attached.	
8	Maximum Discount offered on the printed Price List. (to be mentioned by Bidder)	
9	Whether you have read and understood all the terms & conditions mentioned in the Tender Document and accept them unconditionally.	
10	Whether you accept that your failure to supply the material within the time period may lead to cancellation of the order by NII.	
11	Total experience to supply similar items	
12	Name of the customers	
13	Whether Price List for 2023-24/Latest is pre-printed OR is a computer generated duly certified Price List.	
14	<b>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 alongwith softcopy in excel sheet.</b>	
15	Delivery period (to be mentioned by Bidder)	Within ( ) Days

**Signature of Authorized signatory & Seal**

**Name of Person signed**

Place:

Date:

**ANNEXURE "B"**

**PRINCIPAL/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/Principal*) 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.

The above authorization is valid up to ..... Or till the same is revoked

Yours faithfully,

(Name)  
**(Name, address and stamp of the Manufacturers/Principal)**

**Note:** This letter of authority should be on the **letter head of the Manufacturer/Principal** 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 furnish below the Bank Details for the transfer of payment regarding supply of materials to NII, New Delhi:

1	Name & Address of the Firm with phone & fax no.	
2	Contact person name	
3	Email ID of contact person	
4	Name of Bank & Branch	
5	Bank address and contact number	
6	9 digit code number of Bank and Branch	
7	IFSC code of the Bank branch for fund transfer via RTGS	
8	Type of Bank Account (Saving, Current or Cash Credit Account)	
9	Complete Bank Account number as printed in cheque book	

Signature of the competent authority with seal

Name of person signed

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



**ANNEXURE "D"****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 are not higher than the lowest prices at which we sell the items of identical description to any other Govt. organization/PSU's/Autonomous bodies/Pvt. Organizations. During the period of contract, if our rates found to be higher, the purchaser shall have the right to govern the supplier with the provisions of "FALL CLAUSE".

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

If lower rates and/or better terms than those agreed with the NII are offered by us or our associates to any other procuring entity during the currency of the contract, such lower rates and/or better terms and conditions shall become ipso-facto applicable to our contract with NII and the prices and the terms and conditions of supply shall automatically stand accordingly changed with effect from the date of offer of lower rates and/or better terms in our contract with NII.

If however such lower rates and/or better terms are offered by us to other procuring entities without informing the NII within 30 days from the date of offer to other procuring entities, such lower rates with preferential reduction of Five Percent (5%) of the contracted rate together with better terms offered shall become ipso-facto applicable to all orders placed with us by NII. In such case the NII may impose penalty to remove us from Rate Contract

**Seal and Signature of the tenderer  
Name of person signed**

Annexure-‘E’

**(NOTARIZED AFFIDAVIT)****UNDERTAKING**

I/We M/s \_\_\_\_\_ having head office at \_\_\_\_\_ hereby to undertake the following:

1. That I/We have not been blacklisted in last three years by any department/unit/Autonomous body/PSU of Central/State Govt.

2. That each statement and/or contents of declaration and/or documents and certificates submitted along with the Tender are absolutely true, correct and authentic. In the event of any statement made in this declaration subsequently found to be incorrect or false, I/We accept that such misrepresentation in respect to any content of declaration shall also be treated as a gross misconduct and I/We shall be liable for any legal action or other consequences and also agree for the forfeiture of my/our earnest money.

Signed on behalf of M/s

Name & Designation of person signed

Place:

Date:

**ANNEXURE-‘F’**

**SELF DECLARATION FOR NO COMPLAINTS AGAINST BIDDER**

To,

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

Dear Sir,

I hereby declare that there are no complaints against M/s \_\_\_\_\_ (Name & Address of Bidder) such as delayed supply, non-submission of Performance Bank Guarantee and refusal of supply with any organization of the Central Government, State Governments, Autonomous Bodies or PSUs or Corporations in India.

Signature of Bidder

Name of person signed

**Business Address with  
SEAL**

Place:

Date:

**ANNEXURE – G**

Turnover of my/our Firm M/s \_\_\_\_\_ for the items offered in the tender duly certified by the Chartered Accountant is furnished below for the following FY.

S. No.	FY	Turnover (in `)
1	2020-2021	
2	2021-2022	
3	2022-2023	

Signature with name of  
Chartered Accountant

Membership No. of CA

Seal of CA's Firm

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**“ANNEXURE-H”**

**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.

**(On letterhead of the tenderer to be submitted as cover letter of bid)**

Ref No.  
From

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Subject: - Submission of Tender for Procurement of Lab Chemicals, Consumables, Glassware, Plasticware etc for annual rate contract – Tender Notice No. NII/S&P/LOC-LAB/RC/2024-25 dated**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to supply items of **Lab Chemicals, Consumables, Glassware, Plasticware and other Lab related items** for National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067.

I/We shall supply the material truly, faithfully and to your entire satisfaction as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards to the quality of product and in case of any dispute; the decision of the Director, National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067 shall be final and binding on me/us.

A Demand Draft/Pay Order No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ intended for the prescribed amount of ` **25,000/- ( Twenty five thousand Only)** for each price schedule (each Manufacturer/Brand) in favour of Director, National Institute of Immunology, payable at New Delhi is enclosed, as earnest money as per requirement of your tender enquiry. Cost of Tender Documents by way of Demand Draft/Pay Order No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ for ` **1180/- ( One thousand one hundred eighty only)** is also enclosed in favour of Director, National Institute of Immunology, payable at New Delhi.

I/We shall have no claim to the refund of earnest money prescribed against this tender in the event of my/our non compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory supply of material /violation of any term, or if I/We withdraw my tender at any stage during the period of validity.

My/our tender shall remain valid for a period of **120 Days** from the date prescribed for opening of the tender against the above mentioned notice.

My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance.

Thanking you,

Yours faithfully,  
Signatures with stamp  
Name of person signed  
Place:  
Date: