

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

LIMITED TENDER NOTICE

NO.NII/SP-II/RC-SI-2/2017-18

Dated: 23.08.2017

Director, National Institute of Immunology (NII), Aruna Asaf Ali Road, New Delhi-110067(India) invites sealed tenders in from the reputed manufacturers and their authorized supplier for entering into **Vender Registration on ‘Annual Contract’ basis for the supply of ‘Photocopier Paper-Size A-4(210x297 ’ as under:-**

Name of the article	EMD to be given (Rs.)
Photocopier Paper-Size A-4(210x297mm)75GSM 500 Sheet per ream	6,000/-

- Last date & Time for Submission : 20.09.2017 by 1530 Hrs.
- Date/Time for opening of bids : 20.09.2017 at 1600 Hrs.
- EMD : Payable by ‘DD’ or ‘Pay Order’ in Favour of Director, National Institute of Immunology, Payable at New Delhi.

THE EMD OF RS. 6,000/- MUST BE SUBMITTED IN THE FORM OF DD OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED. *Please write the name of Form/Agency and Item/ Article with complete address on the reverse side of the Demand Draft/Pay order.*

The bids will be opened in the presence of representatives of tenderers, if any. If the date of opening happens to be a holiday, the bids shall be opened on the next working day at the same time. Requests for postponement will not be entertained. Fax/email bids or Late/Delayed tenders shall not be considered. Director, NII reserves the right to accept any or all tenders either in part or in full without assigning any reasons there for.

SECTION OFFICER (STORE)

PHOTOCOPIER PAPER

GENERAL TERMS AND CONDITION

1. ELIGIBLE TENDERERS

- 1.1 Tenderer has to give an affidavit (in a non-judicial stamp paper worth Rs.50/- duly notarised) that: (**Annexure-‘A’**)
- My / our Firm has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
 - My / our Firm has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
 - My / our Firm has not submitted any fake certificates/documents and later on if any such ‘certificates/documents’ found to be fake/wrong, any criminal and legal action can be taken against their Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.
 - There are no complaints against my / our Firm such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- 1.2 Bidder has to submit the following documents to accept their Tender :
- Proof of GST No. .
 - Proof of PAN Card in respect of Firm or Proprietor as the case may be.
- 1.3 The bidder/firm registered with DGS&D/National Small Industries Corporation (NSIC)/Ministry of Home Affairs for these items are exempted from depositing bid security. However, they have to enclose valid registration certificate (s) with their tender in a sealed envelope superscripted” BID SECURITY DEPOSIT”.
- 1.4 Tenderers have to note that over writing/white fluid entries shall be deleted, unless it is duly out /re-written and initialled. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 1.5 **In case of distributors/dealer of reputed Manufacturer’s, copy of the authorization certificate from Manufacturer’s should be enclosed with the offer. However, the original shall have to be produced in case same is asked for.**
- 1.6 No Bill for part payment will be entertained.
- 1.7 The tendered rates and the validity of bids shall be for a minimum period of one year from the date of tender is finalized /awarded, or till finalization of tender for next year by the Institute, whichever is earlier. **The Firms/Tenderers, who cannot provide validity of rates for One year, need not apply.**
- 1.8 The rates shall be quoted in units/quantity, FOR destination (NII). Any GST, Octroi and other taxes and duties should be specified separately. Cost of packing, forwarding and any other charges, if any, shall be borne by the tenderer. Further the rate quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.
- 1.9 All prices must be extended and totaled where ever needed.

- 1.10 Tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 1.10.1 If the tenderer gives a false statement on any of the above information, the bid will be rejected and the EMD deposited shall be forfeited.
- 1.10.2 Tender sent by fax/telex/cable shall be ignored.

2. TENDER DOCUMENT FEE :

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

3. EARNEST MONEY:

- The tender must be accompanied with Earnest Money of **Rs.6,000/- (Rupees Six thousand only)** in the form of 'Demand Draft'/'Pay order' drawn in favour of the "Director, National Institute of Immunology, Payable at New Delhi. " The tender, if not accompanied by Earnest Money, will liable to be summarily rejected. No Cheque/Cash shall be accepted as EMD.
- The bidder/firm registered with DGS&D/National Small Industries Corporation (NSIC)/Ministry of Home Affairs for these items are exempted from depositing bid security. However, they have to enclose valid registration certificate (s) with their tender in a sealed envelope superscripted" BID SECURITY DEPOSIT".
- If the successful tenderer had previously held any contract with the Institute and furnished EMD which is still in force, **the same shall not be adjusted against this tender and a fresh EMD will be required to be furnished.** They may request in writing for refund of EMD.
- Successful bidder shall deposit an amount equal to 10% of the tendered/bid value as performance guarantee within 10 days of issue of award letter. EMD will be returned after submission of performance guarantee. The performance guarantee (submitted by successful bidder) shall be returned after successful completion of Rate Contract period.
- Earnest Money will be returned to all the **unsuccessful tenderers** after decision on tenders is finalized. Earnest Money deposited by the successful tenderers shall be refunded only on completion of contract period. No interest shall be payable on the 'Earnest Money Deposit' in any case.

4. VALIDITY OF OFFER:

The Offer/Tender shall remain open for acceptance without any modifications on the rates or terms and conditions of tender for a period of **120 days** from the date of the opening of the tender and **in the event of a breach of this condition, without prejudice to any other or remedy of the Institute, the Earnest Money shall be liable to be forfeited.**

5. AWARD CRITERIA:

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

6. PERFORMANCE SECURITY :

Performance Security for a period of one year (14 months) from the date of the issue of Purchase order by the purchaser, in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Nationalized Bank, Bank guarantee issued by a Nationalized Bank in India, in favour of the purchaser (in the acceptable form) for 10 % of the basic cost of items should be furnished by the successful bidder.

7. PACKING AND MARKING:

The method of packing, if any required shall be as indicated in the relevant ISI specifications and in the absence of ISI specifications, such specifications as are provided by NII.

8. PERIOD OF DELIVERY:

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

9. DESPATCH INSTRUCTION:

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

10. INSPECTION :

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

11. TERMS OF PAYMENT:

- 100 percent payment within 30 days (against the original invoice in duplicate), after receipt of items in full and good condition , will be made to concerned supplier/Firm.
- Tenderer has to intimate the name and full address of your Banker (s) along with your Bank Account Number and also 9 Digit Code Number and IFSC Code of the Branch of your Bank .

12. LIQUIDATED DAMAGES:

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

13. CANCELLATION :

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

14. MISC.:

- a) The Institute does not bind itself to purchase any/all the quantity indicated and to accept the lowest tender. **The Institute also reserves the right for the followings:**
 - (i) To increase or decrease the quantity,
 - (ii) To accept or reject any or all tenders without assigning any reasons there for.
 - (iii) To consider/accept the overall lowest tenderer for awarding the rate Contract.

- (iv) To split the order among more than one tenderer, if considered necessary on the lowest basis.
 - (v) To split the items enumerated in the tender document among more than one tenders.
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- b) **The Institute is not bound to award part or whole tender to the lowest tendered prices. Institute's decision in this regard shall be final.**
 - c) **The Tenderer shall have to give an undertaking that the split order for items against which lowest rate quoted by it will be acceptable to him or his Firm.**
 - d) Acceptance of the tender by the Institute will be communicated to the successful tenderer. The Contract for supply of articles/material etc. referred to therein will come into force immediately after issue of the communication of acceptance.
 - e) **The successful tenderer, however, will be required to enter into a formal Agreement within fifteen days of the issue of acceptance letter by the Institute.**
 - f) The supplies shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Institute.
 - g) The material of only approved make shall be supplied at site.
 - h) No advance payment will be made. Payment will be made only after satisfactory supply of all materials at site.
 - i) All bids shall be the property of NII, and bidders will lay no claim whatsoever on the same.

15. ARBITRATION JURISDICTION

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

16. VENUE OF ARBITRATION: New Delhi

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

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

SECTION OFFICER (STORE)

CHECKLIST

Name of Tenderer and address :

SI No.	Items of tender to be checked	Yes/ No/ NA	Page No. of Tender document submitted by tenderer.	Remarks, if any
1.	(a) Have you enclosed EMD of required amount?			
2.	(a) Have you enclosed duly filled & signed Tender Form ?			
	(b) Name of the firm and address with Landline phone/fax no.			
3.	Name of the contact person with mobile no and email ID .			
4.	Are you a SSI unit ? If yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC ?			
5.	Have you kept validity of 120 days from the Tender Opening date?			
6.	Have you furnished? ▪ Proof of GST No. , ▪ Proof of PAN Card in respect of Firm or Proprietor as the case may be.			
8.	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number and also 9 Digit Code Number and IFSC Code of the Bank Branch?			
9.	Have you submitted prices of goods in the Price Schedule?			
10.	Discount offered on the latest price list.			
11.	Have you enclosed other all declarations, documents required to be submitted as per Tender?			

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Kindly read and note the following :

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

Undertakings

(to be given on the Letterhead of the FIRM)

An undertaking is given herewith that:

- (i) I /Firm will accept the split order for items against which lowest rates quoted by me/ my Firm.
- (ii) The brand new and agreed quality of materials will be supplied against the supply order of the Institute.
- (iii) If I / my Firm will not abide by the above undertakings (i & ii) , the required action (**viz. Forfeiture of Earnest Money or performance security**) taken by the Institute will be acceptable to me/ my Firm .

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

AFFIDAVIT

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

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

- a. My / our Firm M/s has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
- b. My / our Firm M/s has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- c. My / our Firm M/shas not submitted any fake certificates/documents and later on if any such ‘certificates/documents’ found to be fake/wrong, any criminal and legal action can be taken against their Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.
- d. There are no complaints against my / our Firm such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

Signed on behalf of M/s

Place:

Date:

PRICE BID FOR MISCELLANEOUS STATIONARY ITEMS – 2

S No	MISCELLANEOUS STATIONARY ITEMS – 2	Approx Annual Requirement	MAKE/BRAND (Required to be quotes)	Price Quoted (In Rs.)		TOTAL (In Rs.)
				Per UNIT/Ream	GST	
	1.	2.	3.	4.	5.	6.
1.	Paper Xerox A-4 size (75 GSM- 500 sheet per ream)	3000 Ream	1. Xerox Challenger			
			2. J K Copier			
			3. HP Copier			
			4. Century			
			5. Spectra			
<u>Grand Total of 'Col.-6'</u>						
<ul style="list-style-type: none"> • <u>In Figure:</u> • <u>In Words:</u> 						
If discount offered on the above quoted price, if any, please mention in percent, etc.						

Note:- On the basis of quality & price, the Annual Contract will be awarded

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