



NATIONAL INSTITUTE OF IMMUNOLOGY

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NOTICE INVITING TENDER (NIT) (EXTENSION OF DATE)

NII/EQ/LEN/RM/18-19

Dated: -11.01.2019

Director, NII - NEW DELHI India invites *sealed* Tenders in two bid system (Technical & Financial bid) from reputed manufacturers and their authorized agents for supply of the articles mentioned below:-

S.No.	Description	Quantity	EMD to be given (Rs.)
1.	Refrigerated Microcentrifuge (As per enclosed Specification)	1 NO	6000/-

*** NOTE: - TENDER DATE IS BEING EXTENDED AS SUCH THOSE WHO HAVE ALREADY QUOTED NEED NOT QUOTE AGAIN.**

THE EMD OF RS. 6000/- MUST BE SUBMITTED IN THE FORM OF DD or PAYORDER OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED.

- Last date & Time for Submission : 18.01.2019 upto 2.30pm
- Date/Time for opening of bids : 18.01.2019 at 3.00pm.
- EMD & Cost of Tender documents : Payable by DD or Pay Order in favour of Director, National Institute of Immunology, payable at New Delhi-110067

GENERAL INSTRUCTIONS:-

1. **Tender** documents can be downloaded from web sites www.nii.res.in & www.eprocure.gov.in Please note that the downloaded tender document is subject to verification with original document given in the Website. **Please write the name of company and equipment with complete address on the reverse side of the Demand Draft/Pay order.**
2. **Quotation** in a sealed cover indicating (i) Name of the Equipment (ii) Reference No of this NIT (iii) Date of opening of Quotation and (iv) Name and Address of the firm.
3. **EMD** of **Rs. 6,000/- [Rs. Six thousand only]** (Refundable – shall not attract any interest) should be placed with Technical Bid in the form of Demand Draft in favour of “Director, National Institute of Immunology, New Delhi, payable at New Delhi.
4. Tenderers have to note that over writing/white fluid entries shall be deleted, unless it is duly 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 also put initial on all other pages of the tender. Compliance statement shall be part of bid.
5. **The firms registered with National Small Industries Corporation (NSIC) 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 as “BID SECURITY DEPOSIT”.**
6. Tenderer must fill up the ‘Check list Form’

7. The tenderer shall furnish required information details in the Annexure –‘A’ tender for consideration of tender by the tender inviting authority.
8. **Tenderer must give an affidavit as per Annexure –‘B’(in a non-judicial stamp paper of Rs.50/- duly notarised) that:**
- My / our Firm has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
 - My / our Firm has 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 awarded by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
9. **In case of Tenderer/Bidder is a distributor/dealer of reputed Principal/Manufacturer’s, a copy of the authorization certificate from the Principal/Manufacturer’s (valid up to next one year) must be enclosed with the Technical Bid (See Annexure-‘C’). However, the original shall have to be produced in case same is asked for.**
10. **Bidder has to submit the following documents for consideration of their Tender :**
- **Proof of GST No.**
 - **Proof of PAN Card in respect of Firm or Proprietor as the case may be.**
11. No Bill for part payment will be entertained.
12. The financial bid shall be opened of only those bidders who have been found to be technically qualified. The financial bid of unsuccessful bidders would not be opened and destroyed/returned.
13. The rates shall be quoted in units/quantity, FOR destination (NII). GST should be specified separately. Cost of packing, forwarding and 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. Including force majeure clause.
- (a) For equipment other than indigenous equipment, the bidder may offer price in foreign currency on CIF/CIP basis.
14. Tenderer has to intimate the name and full address of his Banker (s) along with Bank Account Number and also 9 Digit Code Number and IFSC Code of the Branch of such Bank.
15. Any such Tender, that does not fulfil the above requirements and/or furnish evasive information/reply against any of such requirement, shall liable to be ignored and rejected.
- i. If the tenderer gives a false statement or information, the bid will be rejected and the EMD deposited shall be forfeited.
 - ii. Tender sent by fax/telex/cable shall be ignored for any further consideration there on.
16. Tenders not complying with the above conditions are liable to be ignored without any further reference.
17. **GeM**
- Firms that are registered with GeM can also quote in the tender, if they can supply the Equipment of the same model/type/make. Such tenderers shall also mention their GeM registration number and give a copy of their quote in GeM.

SECTION OFFICER (STORES & PURCHASE)

STANDARD TERMS AND CONDITIONS

1. Quotation shall be made on F.O.R. Destination/Free (inclusive of all charges) Delivery at Purchaser Site basis inclusive of GST, Packing, Forwarding and Freight charges etc. each indicated clearly and separately with basic cost of equipment. Wherever the Taxes and Duties are not specifically indicated, the prices quoted will be deemed to be inclusive of GST. NII shall not pay any extra charges whatsoever other than GST. The Institute is eligible for concessional GST as per the Govt. Notification No. 45/2017 & 47/2017 for exemption in payment of full rate of GST.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in GST and duties during contractual delivery period. Any increase in GST and duties after expiry of delivery period will be to supplier's account. However, in case of downward trend in the price, the same shall be informed to the Purchaser for availing the same.
3. Quotations should preferably be typewritten. Any correction or over-writing should be initialled. Rates to be indicated both in words and figures.
4. The bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
5. Quotations may submit in this office by hand or sent by post.
6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NII in writing.
7. Drawings and samples if forwarded shall become property of the buyer.
8. Sealed quotations in envelope super scribing NIT no., due date of opening and time must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Quotations received after scheduled date and time are liable to be rejected.
9. Quotation should be valid for a minimum period of 90 days from the date of opening of tender.
10. Complete specifications with relevant Indian/international Standards, Manufacturer's name/brand name and country of origin along with catalogues and drawings if any should be sent with the offer. Offer without adequate technical specifications/information shall liable to be rejected.
11. NII reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning any reasons thereof.
12. Pre-Printed conditions in the offers will be ignored.

13. Unless otherwise agreed, payment shall be made within 30/45 days of receipt & acceptance of materials at NII end.
14. In case of dealer/Indian Agent of Overseas Manufacturers, copy of the authorization certificate valid on the day of tender from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.
15. Foreign Principal's Performa invoice indicating the Commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the enlistment of the Indian Agent with Director General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance, in case applicable shall also be furnished in the offer.
16. In case the tenderer has entered into Rate Contract with PSUs/ Govt. Department of ministries/ Autonomous bodies etc. a copy of Rate Contract must be sent along with the tender.
17. GST Number must be indicated in the bid containing offer price of the equipment.
18. Unless otherwise specified, the materials will be inspected by NII after delivery at sites. NII may carry out stage inspection/pre-despatch inspection at Supplier's works. Manufacturer's Test Certificate/Material Test Certificate from Govt. approved test house or in house test lab can be provided of the recent year with the offer.
19. Considering NII's delivery requirement, firm delivery schedule should be quoted. For delay in delivery attributable to the supplier, price will get reduced @ 0.5% of order value for each week or part thereof, subject to maximum of 10% of undelivered portion. NII also reserve the right to procure the material from alternate sources at the Risk and Cost of the supplier, giving 15 days notice, if the Seller fails to execute the material as per the terms & conditions of the order. Any increase in rates after expiry of the delivery period will be to suppliers' account. This will be without prejudice to the rights of NII for any other action including termination.
20. NII shall have the right to terminate the contract by giving one week notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NII will have right to terminate the contract by written notice to the Seller.
21. Unless otherwise specified the materials will have a warranty of **3 year** from the date of installation against defective design faulty materials of construction, poor workmanship and unsatisfactory performance. In specific cases wherever stipulated, the seller shall give a performance bank guarantee for 10% of the order value, which will be valid for **36 months** from the date of installation, excluding claim period of two months.
22. If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment/software by the Vendor at no cost to the indenter/buyer.
23. The successful bidder should submit order acceptance and Performance Bank Guarantee immediately but not later than 15 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
24. Purchase Order number mentioned in the Purchase Order must be written on the material tag

and be painted on the body of the items supplied.

25. In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the indenter/buyer reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.
26. The payment towards supply will be made by the NII within 30/45 days from the date of satisfactory Installation of equipment/s. Delay on the part on the indenter for installation cannot be treated as delay for penalty.
27. The vendor will have to train two users nominated by the indenter/buyer for a day (full-time) at his cost for operation of all the equipments supplied and installed. The training will be as per the satisfaction of the client/end user.
28. The tenderer has to comply with the environmental policy of NII.
29. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of Good 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.
30. In case of any dispute or difference arising out of the contract which can not 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.

SECTION OFFICER (STORES & PURCHASE)

CHECKLIST

Name of Tenderer and address:

Sl 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 duly filled & signed Tender Form?			
	(b) Name of the firm and address with Landline phone/fax no.			
2.	Name of the contact person with mobile no and email ID .			
3.	Are you a SSI unit? If yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC?			
4.	Have you kept validity of 90 days from the Tender Opening date?			
5.	Have you furnished? ▪ Proof of GST No. ▪ Proof of PAN Card in respect of Firm or Proprietor as the case may be.			
6.	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?			
7.	Have you submitted prices of goods in the Price Schedule?			
8.	Discount offered on the latest price.			
9.	Have you enclosed other all declarations, documents required to be submitted as per Tender?			
10.	Have you enclosed Performa 'A'			

Kindly read and note the following:

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

(Bidder's Signature with date)

**(Full name, designation & address of the person duly authorised sign on behalf of the
Tenderer)**
For and on behalf of

“ANNEXURE-A”

Tender Enquiry Ref No.		
1	PROCUREMENT GROUP NAME (as mentioned in tender enquiry)	
2	Name of the Firm/Manufacturer/Principal	
3	Complete Correspondence Address	
	Write status whether Firm/Manufacturer/Principal	
	Phone	
	Fax	
	e-mail ID	
	CONTACT PERSON (Name & Designation)	
	CONTACT PERSON NO. (MOB.)	
5	Name & Address of authorized Sole Selling Agent/Distributor, if like to incorporate in Rate contract. (in case applicable, duly furnished Declaration-III provided with Technical Bid)	
	Phone	
	Fax	
	e-mail ID	

	CONTACT PERSON (Name & Designation)	
	CONTACT PERSON NO. (MOB.)	
6	Delivery Period (write specifically Day/Week/Month)	
7	Ex-Works Supplies Discount	
8	Status of the Firm (SMALL/MEDIUM/LARGE SCALE)	
9	Registration with NSIC (Registration No. & date with validity date)	
10	Brand (Name)	
11	Total turnover for preceding 3 Financial Years (in Rs.)	
12	Warranty/Guarantee (specify as per terms of tender)	
13	Details of your Bank for payment transfer through RTGS/NEFT	To furnish below
	Contact person name of Firm with Phone , Fax No. & Email ID	
	Name of Bank & Branch	
	Bank address and contact number	
	9 digit code number of Bank and Branch	
	IFSC code of the Bank branch for fund transfer via RTGS	
	Type of Bank Account (Saving, Current or Cash Credit Account)	
	Complete Bank Account number as printed in cheque book	
14	Name of Person along with contact no. & email ID authorized by the Firm to sign tender and deal with NII for all post tender activities.	
15	Any other discount offered (at the option of the Firm) - mention details of such	

	discount, if any	
16	GST registration No. & Date (copy of registration to be enclosed with Technical Bid)	
17	PAN No. (copy of PAN to be enclosed with the Technical Bid)	
18	Earnest Money Deposit (EMD) payment details (in case not registered with NSIC - registration should be valid as on the date of tender)	To furnish below
	DD/PO No. & Date	
	Bank Name	
	Amount	
19	Remarks, if any	
	Signature of Authorized signatory & Seal (Name of Person signed)	
	Place:	
	Date:	

AFFIDAVIT

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

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

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

Signed on behalf of M/s

Place:

Date:

MANUFACTURERS' AUTHORIZATION FORM

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

Dear Sir:

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

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

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

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

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

TECHNICAL SPECIFICATION FOR REFRIGERATED MICROCENTRIFUGE

1. Temperature range of machine function should be in the range of $-10^{\circ}\text{C} + 40^{\circ}\text{C}$.
2. Machine should be capable of attaining high centrifugation speed upto 30,000x g (17,500rpm), adjustable from 100rpm upwards.
3. Machine should have a shut -off function which turns compressor off after eight hours after remaining idle.
4. Timer of the centrifuge should be capable to be set up for 99 minutes continuously.
5. Machine must have a digital display of time, speed and temperature.
6. The time and speed of the machine run should be programmable using a keypad.
7. Machine must be able to store atleast 50 routine procedures with minimum 5 programmable buttons for frequently used programs.
8. Machine should be able to switch display between ref and rpm speed setting.
9. Machine should have a low noise levels less than 56db at max speed.
10. The centrifuge must be CE or ISO 13485 or IVD certified (certificates need to be attached)
11. Machine should have a stainless steel chamber, brushless maintenance free drive and automatic motorised locking when lid almost closed.
12. Machine should be capable of accommodating the following rotor types:
 - A. Fixed angle rotors:
24x 1.5/2ml with atleast 30000xg,
6x15/50ml falcon with atleast 7500xg,
 - B. Swing-bucket rotors:
24x1.5/2.0 ml tubes with 2500xg
13. All rotors should be made of anodised aluminium to ensure chemical resistance with aerosol tight lid.
14. Machine should have automatic imbalance and rotor recognition.
15. Main quote should include the following rotor:
Fixed angle rotor 24x 1.5/2ml tubes with at least 30,000xg
16. All other rotors which may be used in the machine, should be quoted in optional.
17. Should have three year warranty on the entire centrifuge and rotors.

18. User list of same model should be submitted.

19. Compliance to each of the above points should be separately indicated and evidence presence for each of them (product brochure should be highlighted wherever required).

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