



## **National Institute Of Immunology**

### **New Delhi-110067 INDIA**

**BID DOCUMENT (Limited Tender)**

**PRESS TENDER [TWO BID]\_**

**Name of the item: -'Installation and Commissioning of Uncompressed (1:1) Premium Internet Bandwidth of 45 Mbps (through OFC) from reputed ISPs'**

Director, NII - NEW DELHI India invites *sealed tenders* in two bid system (**Technical Bid & Price Bid**) from reputed manufacturers and their authorized agents for the supply, installation & commissioning of the following item.

<b>QTY No</b>	<b>Name of the instrument</b>	<b>Enquiry Ref. No.</b>	<b>EMD to be given (Rs)</b>	<b>Cost of Tender Document (Rs)</b>
01	Installation and Commissioning of Uncompressed (1:1) Premium Internet Bandwidth of 45 Mbps (through OFC) from reputed ISPs	NII/LTEN/ISPs/16-17/JAN	Rs.57,500.00	Rs. 500.00 (Non-Refundable)

- **Last date & Time for Submission** : 07.04.2017 upto 10.30 AM
- **Date/Time for opening of bids** : 07.04.2017 at 11:00 AM
- **EMD & Cost of Tender documents** : Payable by DD or Pay Order in Favour of Director,  
National Institute of Immunology, payable at New Delhi-110067

**THE COST OF TENDER DOCUMENT OF RS.500/- (NON- REFUNDABLE) ALONG WITH EMD OF RS. 57,500/- MUST BE SUBMITTED IN THE FORM OF DD/PAY ORDER OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED. Please write the name of company and Tender ref. no. with complete address on the reverse side of the Demand Draft/Pay order.**

#### **THOSE WHO HAVE ALREADY QUOTED NEED NOT TO BE QUOTE AGAIN**

The Technical 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 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.

## **INSTRUCTION TO BIDDERS (ITB)**

### **1. Eligible Bidders**

This Invitation for Bids is open to all reputed manufacturers or their authorized agents for Installation and Commissioning of Uncompressed (1:1) premium Internet Bandwidth of 45 Mbps (through OFC) from reputed ISPss.”

**2. Tender Document Fee:** The complete bid document is issued by NII for submission of bids by the vendors and Tender Document Fee of Rs. 500/- (non –refundable) is kept by NII.

**3. EMD of Rs.57,500/- [Rs Fifty seven thousand five hundred 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. Last date** of receipt of tender (Technical & Price Bids separately) by post/by hand/by putting it in the tender box is 10:30 AM on 07.04.2017 indicated in the Tender and shall be opened on the same date at 11:30 AM. If the said date declared to be a holiday at a later date the tender will be opened on the next working day at 11:00 AM.

**5. Tenders** received without Tender Document Fee (if downloaded from website) and Earnest money and not in proper form on the date of opening of tender will summarily be rejected. The Institute reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

**6. Tenderers have to give an Affidavit (Annexure-‘B’) (in a non-judicial stamp paper worth Rs.50/- duly notarized ) that:**

- (i) The documents submitted by the Bidder/Tenderer are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, Bidder/Tenderer shall be liable for criminal action and such compensation payable to NII as may be decided by the Institute.
- (ii) The Bidder/Tenderer will not withdraw his/her/their tender after opening of Technical Bid and if done so; his/her/their EMD may be forfeited.
- (iii) My/our Firm has not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
- (iv) My/our Firm has not any dispute with any of the Government Department/ Government Institutions etc. during last three years.
- (v) There is no complaint against the Bidder/Tenderer such as “*delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc.* and for which ‘no punishment of any type’ has been given/awarded by any of the Govt. Deptts./Govt. Institutions etc.

### **7. Documents Comprising the Bid**

The bid is required to be submitted in **two parts**. One part is the ‘**Technical Bid**’ and the second part is the ‘**Price Bid**’.

## 7.1. ‘Techno-Commercial Un-priced Bid’

7.1.1 ‘Technical Bid’ prepared & filled-in by the Bidder shall include the **following** (without indicating the price in the ‘Bid Form’):

- (i) Services Terms & Conditions: “Technical Bid with compliance Statement on the points mentioned therein” has to be submitted duly signed by the Bidder.  
**Technical bid** shall consist of technical details, and should be submitted in duplicate. Deviations (if any) from tender specifications, clause wise and commercial terms and conditions should be clearly mentioned. Compliance statement shall be part of technical bid.
- (ii) The tender document (without price Bid) duly signed by the bidder shall be submitted with Technical bid.
- (iii) EMD and Tender document fee as specified in the ‘Tender’ ;
- (iv) Manufacturer’s Authorization if bidder is an authorized agent. ;
- (v) The bidder shall attach copy of PAN card in the name of the firm.
- (vi) The bidders shall attach copy of TIN & Service tax registration number.
- (vii) Affidavit on ‘E-stamp paper ( duly notorised)’ as **required under Item 6 above.**

## 7.2. Price/Financial Bid

- (i) **Price Bid shall comprise the price indicated in the ‘Price bid form’ (against each in the List of Computers)’. Price should be quoted for ‘one year’ and ‘inclusive of Taxes, Duties etc’**
- (ii) Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation. **A bid submitted with an adjustable price quotation will be treated as non -responsive and shall be rejected.**

## 7.3. Period of validity of Bids

- (i) Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser (NII). A bid valid for a shorter period may be rejected by the Purchaser (NII) as non-responsive.

## 7.4. Other instructions

- (i) Tenders submitted through Fax or e-mail bids will be rejected.
- (ii) The conditional bids shall not be considered under any circumstances and rejected without any notice.
- (iii) **On the** date of opening of tender, only technical bids shall be opened and read out in public.(if Required)
- (iv) The **time and** date of opening of ‘Price Bids’ shall be intimated later (if required).
- (v) **Tenders** not complying with the above conditions are liable to be ignored without any further reference.

(Administrative Officer)

## **STANDARD TERMS AND CONDITIONS**

1. Quotation shall be inclusive of Taxes, Duties etc. and each indicated clearly and separately. Wherever the Taxes and Duties are not specifically indicated, the prices quoted will be presumed as inclusive of all Taxes & Duties and if any statutory variation will be payable by NII. The rates of Taxes and Duties should clearly be mentioned. Excise Tariff heading and sub-heading No. should be indicated in the offer.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual service period.
3. The cost of tender document is Rs. 500/-. (Non refundable). In case the tender document is down loaded from the web site [www.nii.res.in](http://www.nii.res.in) and website of CPPP, the above mentioned cost of the tender document will have to be paid through a separate Demand –Draft drawn in favour of “Director, National Institute of Immunology” payable at New Delhi along with the Technical Bid, failing which the bid will summarily be rejected.
4. An Earnest Money Deposit of Rs 57,500/- (Rupees Fifty seven thousand five hundred only) has to be enclosed along with the Technical Bid (Part-I), The EMD shall be only in the form of Demand Draft drawn in favour of “Director, National Institute of Immunology” payable at New Delhi along with the Technical Bid, failing which the bid will summarily be rejected. No. Cheque/Cash shall be accepted as EMD.
5. The bidder shall attach copy of PAN card of the firm.
6. The bidders shall attach copy of TIN & Service tax registration number.
7. The conditional bids shall not be considered under any circumstances and rejected without any notice.
8. All bids shall be the property of NII, and contractors will lay no claim whatsoever on the same.
9. Director, NII reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the NII in this regard will be binding on all the bidders. Bidders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, NII reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.
10. Statutory deduction will be deducted as per Govt. of India rules.
11. NII shall be fully empowered to expel any of the bidder’s staff in case of any indiscipline/misconduct/violence.
12. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/laboratories/equipments of NII.

13. Duly sealed tenders shall be dropped in the tender box placed at the reception counter of the Main NII building. Technical Bid must contain one Xerox copy of the unfilled bid document duly signed and stamped on each page as a token of acceptance of all terms and conditions/clauses of the tender enquiry.
14. (A) Earnest Money Deposited by the successful bidder shall be converted in to security deposit & is adjustable against the amount of security deposit.  
  
(B) Successful bidder shall deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee within 10 days of issue of letter of acceptance. The performance guarantee shall be valid up to the completion of defect liability period.
15. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NII. The NII shall have no liability in this regard.
16. The personnel employed by the bidder will not claim any right to become the employees of NII and there will be no Employee and Employer relationship between the personnel engaged by the bidder and NII.
17. Quotations should preferably be typewritten and any correction or over-writing should be initialled. Rates to be indicated both in words and figures.
18. In Techno-commercial bids, 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.
19. Quotations should preferably be offline.
20. 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 service provider directly or indirectly to any person, firm or corporation whatsoever without the consent of NII in writing.
21. Sealed quotations in envelope super scribing Bid Invitation no. and 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 specified date and time are liable to be rejected.
22. Quotation should be valid for a minimum period of 120 days from the date of opening of price bid.
23. Printed conditions on the back side of the offers of bidders will be ignored.
24. NII shall have the right to terminate the contract by giving 30 days 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 service provider.
25. Unless otherwise specified the services will have a period of 12 months from the date of award against defective design faulty items, poor workmanship and unsatisfactory performance. In specific cases wherever stipulated, the service

provider shall give a performance bank guarantee for 10% of the order value, which will be valid for 15 months from the date of award. PBG shall be sent along with dispatch documents while claiming payment.

26. If, during the service period, any parts have any failure on two or more occasions, it shall be replaced by equivalent new parts/ software by the Vendor at no cost to the indenter/buyer.
27. The successful bidder should submit acceptance of the Purchase Order immediately but not later than 7 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.
28. Purchase Order number must be written on the bill.
29. The tender has to comply with the environmental policy of NII.
30. (A) The Help Desk must operate on **24x7x365** basis. The Help Desk must keep a full record of fault/ complaint booked and action taken in respect of each complaint by NII. In case of non –attending the complaint by the agency the penalty @ Rs. 1,000/- for **per complaint** against **delay of one day** shall be levied on agency.  
(B) **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.
31. Advance Payment will not be made. The payment will be released on quarterly basis on submission of bills after satisfactory service. The service provider has to submit monthly uptime reports for that quarter along with the bills.
32. In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NII and service provider, 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.

(Administrative Officer)

**Specifications for I.S.P. Tender**

No	Item Description	Bandwidth Required	Qty
1	Installation and Commissioning of Uncompressed (1:1) Premium Internet Bandwidth of 45 Mbps (through OFC) from reputed ISPs	45 Mbps	One

**(A) THE BIDDER SHOULD BE / HAVE-**

1. **The bidder should be providing internet bandwidth of similar or higher capacity for at least 5 years to a minimum of ten customers in Delhi/NCR region** (Documentary Proof required).
2. Current and valid ILD, NLD and Class-A ISP licenses from DoT (Department of Telecommunication) for providing Internet Bandwidth in India. (Documentary Proof required)
3. Internet bandwidth connectivity directly with Tier-1 IP exchanges in USA from its gateway router in India. The relevant documentary proof should be submitted along with the bid.
4. Internet bandwidth connectivity with at least two different paths to two different own international gateways (Relevant Documentary Proof required).
5. Should have at least one International Point of Presence for peering with Tier 1 carriers and local peering within India with at least one other ISP. (Attach documentary proof)
6. Backup for International Gateway/ Submarine gateway connectivity: The Service Provider must offer backup of submarine gateway connectivity in case of any degradation/failure or outage. Details of such backup arrangement shall be submitted along with the offer. (Documentary Proof Required)
7. International Gateway Licenses issued by relevant authorities /organizations.
8. Arrangements for the blocking of particular Sites/URLs should be followed from time to time as per the directions/instructions of Regulatory Authorities (i.e. TRAI/DOT),
9. The facilities to provide the services on dual mode i.e on IPV4 and IPV6.
10. In order to ensure uninterrupted service, the bidder should have state of art Network Management Centre and Network operation Centre such that troubleshooting, if required can be carried out round the clock.
11. The selected bidder is required to submit Performance Reports for monitoring usage on Daily/ Weekly/ Monthly/Yearly basis as per the requirement of NII from time to time.
12. The bidder shall provide at their cost all the hardware such as modems, routers, MUX, converters and any other such hardware required to terminate the leased line at the LAN switches of NII. The interface with NII LAN switch should be through UTP cable. The maintenance and ownership of all such equipments will be with bidder only. The NII deliverables include space for co-locating the hardware & network equipments, supply of UPS power, Earthing, A/C and providing space for keeping the network equipments/racks. Requirement of power, rack space, cooling etc from NII to make the quoted leased line/ NLD service operational should be clearly specified. The bidder shall be responsible for checking whether the link is feasible and site is made ready as per the requirement before installing the Mux, Network equipments, etc. The bidder shall be fully responsible for establishment of Network link. The bidder shall do end to end activities with regard to commissioning of link.
13. The bidders should have a Branch Office or Service Centre in NCR Delhi for liaisoning in the matter of complaints etc. and follow-up actions be initiated.

**(B) DELIVERABLES:**

1. **Bandwidth:** The bidder should be able to provide uncompressed (1:1) Premium Internet Bandwidth at NII, Aruna Asaf Ali Marg, New Delhi. The OFC link provided by the bidder should be terminated in the designated server room in NII premises. All cabling required within NII campus should be carried out by the bidder at their cost in the designated cabling path as per advice of engineering department of NII. All the cabling for link shall be neat and structured. The bidder shall do the cabling through PVC conduit/casing/flexi-pipe or HPDE as applicable. The bidder shall document the cabling path along with equipment/rack layout and get it approved by the NII before actual installation.

Last mile connectivity from ISP's point of presence should be on own fiber only. No third party arrangement for the last mile or local loop will be accepted. The last mile infrastructure for providing local loop at NII should be 1Gbps Ethernet over Fiber. **(Relevant documents on ownership of last mile fiber should be submitted)**

2. Provision of at least 32 static IP addresses to NII, from the ISP's pool. Configuration and maintenance of all routing / switching / network equipment required to provide uninterrupted internet access to NII, including but not limited to access for NII mail, web, ssh, DNS, http, ftp, https and audio / video services and applications. If requested by NII, the bidder should also provide DNS services for the domain "nii.res.in" which include entries for NII mail, web, ftp and ssh servers in DNS and reverse DNS records maintained by ISP. The bidder has to launch the DNS services within three working days after receiving the request from NII. Also the bidder has to provide the DNS control panel to NII or has to make necessary DNS modifications within 24 hours of requesting.
3. The solution or technology offered by the bidder should support built-in link Redundancy by providing multiple physical paths. Please provide the relevant documents.
4. The selected bidder shall own the responsibility to demonstrate the link establishment are as per the specification or performance stipulated by NII.
5. Bidder/Service provider should take all the necessary and applicable permissions from the concerned authorities for digging, laying and connecting the devices.

**(C) Duration of the Contract:** The contract would be valid for period of one year initially. It can be renewed for four more years provided the vendor enhances the bandwidth on the same recurring charges. The quantum of bandwidth increment will be decided on mutual consent as per prevailing market rates at the time of renewal.

**(D) Order Cancellation:** NII reserves its right to cancel the order in the event of one or more of the following situations:

- Delay in installation beyond four (4) weeks from the date of acceptance of Purchase Order. However under extraordinary circumstances, the installation period can be extended if NII is satisfied that there is a genuine case.
- SLA parameters mentioned in this document are not being met continuously for 3 Months.
- Service availability drops below 98.50% in any month.



**(E) Warranty:**

- The Vendor will be responsible for the comprehensive maintenance after the acceptance of installation & testing of hardware for which customer will not make extra payment.
- 99.95% Service availability shall be provided (excluding planned outage)
- Planned outage should not exceed 5 hours in a quarter subject to maximum 180 min at a stretch.

**(F) Service Level Agreement (SLA):** The Bidder must adhere to the following parameters to sign Service Level Agreement:

S.No	SLA Description	SLA
1.	Operation of Network	24x7x365 basis
2.	Uptime availability% on Monthly basis	99.95% or better
3.	The guaranteed throughout (While the other service parameters like Latency, Packet loss shall be measured at 90 %loading only)	100%
5.	Packet loss on link	<1% (Average over 1000 ping) at any given point of time
6.	The round trip latency to the various locations across the globe should not exceed the following values	240 ms - 280 ms (Max).
7.	Scheduled Maintenance Outage	Maximum 5 hours in a quarter and maximum 180 min at a stretch with prior notice and confirmation from NII
8.	Fault reporting Help Desk (Toll Free No and mail)	24x7x365

- The packet loss shall be measured up to NII gateway routers/switches. Notwithstanding the above, if over utilization of NII router/switches resource causes the packet loss; such packet loss shall not be considered for SLA calculation. The bidder shall furnish quality of all the relevant service parameters, which shall be ensured for these links. There should be 100% redundancy in case of failure of media carrying international Internet bandwidth.
- The average packet loss on the circuits should be less than 1%. It shall be measured by computing the percent packet loss of one thousand pings (with acknowledge for each previous packet received) of sixty four bytes each. This confirmed packet loss is the

measurement of packet loss from NII router to the router of Internet backbone tier-1 carrier in USA/Europe/Australia/other Asia-Pac countries. Packet loss is desired to be measured online using relevant software tool and online reports are expected.

- The round trip latency will be measured by the supplier and the reports should be made available to NII.
- The guaranteed throughput shall be 100% while the other service parameters like Latency, Packet loss shall be measured at 90% loading only.
- Service Availability: -The International Bandwidth provider shall guarantee that the services will be available for 99.95% or better, of time averaged over a period of 90 days with reference to each parameter Namely Throughput, Round Trip delay & Packet loss. Non Conformance to the limits of any of the parameters shall be counted towards service unavailability.

**(G) Calculation of Service Level Agreement:** If the Service Provider does not meet its commitments on any of the criteria mentioned above including: Network Service availability, Latency Commitments and throughput, the below mechanism will be followed for releasing the payment.

**(H) Latency:** Latency will be randomly checked on daily basis from NII Node. In case of non-adherence of SLA latency limit, the link will be considered as down with effect from time of detection till the time the SLA latency limit is restored.

**(I) SLA credit calculation:** In the event service becomes unavailable for reasons other than previously scheduled maintenance, following compensations shall be provided by the service provider in case of the violation of the above clauses.

Round-Trip Delay	Packet Loss	Compensations
>280msec<330msec		24 hour service charges
>330 msec		7 Days service charges
	0% and less than 1%	24 hour service charges
	Greater than 1%	7 Days service charges

Service Provider shall provide complete address of the Service Assurance Agent (SAA)/ Responder for SLA monitoring to NII, New Delhi.

In case the above mentioned parameters exceed for consecutive three months then NII, New Delhi shall have the right to terminate the Service Agreement with the Service provider.

**(J) Procedure for Fault Booking, Escalation and Help Desk:**

1. The vendor should have auto call lodging facility. If the link is down, a ticket should be generated automatically and ticket number should be shared with NII.

2. Bidder must set up adequately manned Help Desk to enable fault booking and any operational problem pertaining to network.
3. The Help Desk must operate on 24x7x365 basis. The Help Desk must keep a full record of fault / complaint booked and action taken in respect of each complaint.
4. Bidder should provide prescribed fault booking, escalation chart & operational procedure in detail to enable NII to book the complaint on a mail id and pre-assigned number.
5. Date and time of booking of complaint shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.
6. Bidder should provide alternate arrangement in case of emergency.
7. A fault docket number shall be provided on booking of complaint, and the same shall be relayed by electronic mail / SMS etc.

**(K) Restoration of Fault:** On receipt of complaint, bidder shall make best efforts to localize the fault and restore the same at the earliest. NII shall provide all necessary support for enabling testing of the circuit. Circuit shall be presumed to be restored when the bidder has tested the circuit to the satisfaction of NII. The fault duration shall be accounted accordingly. It will be the responsibility of the bidder to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. The link will be treated as restored as soon as bidder is able to show end to end loss free clean data transfer at the committed bandwidth using test instruments.

**(L) Interpretation of the clauses in the Tender Document / Contract Document:** In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, the decision of NII shall be final and binding on all parties.

**(M) Indemnity:** Selected bidder shall save, indemnify and hold harmless NII from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

**(N) Project Implementation and Management:**

A detailed project implementation schedule should be provided by the bidder, clearly mentioning the various stages of implementation and the milestones thereof. Processes involved in project management should be clearly mentioned and should include the following:

- ../ Project Plan (Including network layout and redundant fiber paths)
- ../ Project management
- ../ Single point of contact
- ../ Backup arrangements and procedures

The process and standard operating procedures involved in making configuration changes and technical support should be mentioned. Backup arrangements for all the technical operations and management should be made available. The provider should clearly mention the expected roles and responsibilities of NII.

**(O) Payment:** Payment will be released on quarterly basis on submission of bills after satisfactory service. The service provider has to submit monthly uptime reports for that quarter along with the bills.

**(NOTARIZED AFFIDAVIT)**

Each Tenderer/Bidder has to submit an affidavit, in a e-stamp paper of Rs. 50/- (duly notarized) to the effect that the he/she/they undertake that:

- (i) The documents submitted by the Bidder/Tenderer are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, Bidder/Tenderer shall be liable for criminal action and such compensation payable to NII as may be decided by the Institute.
- (ii) The Bidder/Tenderer will not withdraw his/her/their tender after opening of Technical Bid and if done so; his/her/their EMD may be forfeited.
- (iii) The Bidder has not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
- (iv) There is no complaint against the Bidder/Tenderer such as “*delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc.* and for which ‘no punishment of any type’ has been given/awarded by any of the Govt. Depts./Govt. Institutions etc.

**Signature of the Bidder/Tenderer**

**On behalf of M/s.**

**Seal:**

**Place & Date**

**BID FORM**

**The Director,  
National Institute of Immunology**

**Aruna Asaf Ali Marg**

**JNU Complex, New Delhi-110067 INDIA**

Sir,

Having examined the bidding document the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver \_\_\_\_\_(Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank as specified in SCC for the due performance of the contract, in the form prescribed by your good self.

We agree to abide by this bid for requisite period of time after the date fixed for bid opening as per the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Commissioning and gratuities, if any, paid or to be paid by us to the agents relating to this bid, and to contract executions if we are awarded the contract, are listed below:

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Name and address of agent	Amount in Rupees	Purpose of Commission
(if none, state "none")		

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We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signature** \_\_\_\_\_

**In the capacity of** \_\_\_\_\_

**Duly authorized to sign the bid for and on behalf of** \_\_\_\_\_

Seal:-

Place & Date:-

**(Please do not quote price in the copy attached to Technical Bid)**

**MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_  
\_\_\_\_\_

Dated

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

Dear Sir:

We \_\_\_\_\_ who are established and reputed manufacturers of the equipment 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 enquiry.

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 as per Clause 18 of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

**Yours faithfully,**

(Name)

(Name of manufacturers)

**Seal:**

**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. It should be included by the Bidder in its Techno-Commercial un-priced bid.

