

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

LIMITED TENDER NOTICE

NO.NII/SP-II/RC-LC/2017-18

Dated: - 07.08.2017

Sealed tenders are invited on behalf of the Director, NII - NEW DELHI, India in two bid system (Technical Bid & Price Bid) from reputed manufacturers or their authorized agencies for entering into Vender Registration on 'Annual Contract' basis for the supply of "Disposable Consumable items (Gloves, Face Mask & Shoe cover)" as under:-

Name of the article	EMD to be given (Rs.)
Disposable Consumable items (Gloves, Face Mask & Shoe cover)	5,000/-

NOTE: - The sample of each item (Gloves, Face Mask & Shoe cover) should be accompanied free of cost at the time of submission of tender. Non submission of the sample will be lead to rejection on the tender. In the event of the failure of the sample or of the rejection of the sample, Institute shall be entitled to reject the tender.

- Last date & Time for Submission : 30.08.2017 by 1430 Hrs.
- Date/Time for opening of bids : 30.08.2017 at 1500 Hrs.
- EMD : Payable through 'DD' or 'Pay Order' in Favour of Director, National Institute of Immunology, Payable at New Delhi.

THE EMD OF RS. 5,000/- MUST BE SUBMITTED IN THE FORM OF DD/PAY ORDER 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 reject all tenders either in part or in full without assigning any reasons there for.

SECTION OFFICER (STORES)

GENERAL TERMS AND CONDITIONS

1. **PREPARATION OF TENDER:**

The tenderer should submit the tender document including invitation to tender intact without detaching any page or pages, duly filled in and completed in all respect. Each page of the tender documents is required to be signed by the tenderer in token of his/her having acquainted himself/themselves with the terms and conditions etc. as laid down. Any tender with any of the documents not signed is liable to be rejected.

A. Technical Bid should consist of –

- (i) All relevant information asked in the specifications proposed to be supplied.
- (ii) Compliance statement in respect of Technical Specifications.
- (iii) Catalogue, Technical literature should be enclosed along with Technical Bid.
- (iv) EMD and tender document fee to be placed in the technical bid.
- (v) The firms registered with DGS&D/National Small Industries Corporation (NSIC)/Ministry of Home Affairs for these items are exempted from depositing EMD (bid security). However, they have to enclose valid registration certificate (s) with their tender in a sealed envelope superscripted “BID SECURITY DEPOSIT”.
- (vi) 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.
- (vii) In case the tenderer has entered into Rate Contract with DGS&D/EPM or with any of PSUs/Govt. Institutions, a copy of Rate Contract must be sent along with the tender.
- (viii) Firm of repute and preferably registered in appropriate Class, in any Govt. or Semi Govt. organizations etc.
- (ix) Bids must be accompanied with the sample of each item given below in a separate envelope superscribed “SAMPLE”. The envelope of “SAMPLE” is to be kept in the envelope containing Technical Bid.
- (x) The bidders are required to submit sample of each quoted item, falling which rate quoted for item will not be considered. Rate offered for only those samples will be considered for financial evaluation which was recommended as technically qualified by the Technical Bid Evaluation Committee.
- (xi) Tenderers should have executed at least 3 similar supplies/contract during last seven year for supply of Disposable Consumable items (Gloves, Face Mask & Shoe cover) to reputed Government Organizations, R & D Institutes etc. (Please submit an authentic proof in this regard, which can be verifiable at any time).
- (xii) *Both Envelops “Envelop No.1 superscribed Technical Bid/EMD” and “Envelop No.2, superscribed Price Bid” should be put in another envelop, superscribed “Tender for supply of Disposable Consumable items (Gloves, Face Mask & Shoe cover) and submitted to the above address not later than 1430 hours on 30.08.2017.*
- (xiii) **Tenderer has to give an affidavit (in a non-judicial stamp paper worth Rs.50/- duly notarized) 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 poor quality ingredients used, fungal growth of feed, delayed supply of feed , non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- (xiv) Copies of IT Returns for the last two financial years (2015-16 & 2016-17) along with copy of PAN Card.
- (xv) 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.

B. Price Bid should consist of—

- (i) The Bidder should quote unconditional rates and indicate the item wise prices along with taxes and discount offer, packing forwarding, transit insurance, freight paid and door delivery basis including handling/un-loading at Purchaser’s site separately. The Contract prices shall also include excise duty, Sales tax, any other state or Central taxes and duties applicable at the time of supply of goods and should be indicated separately in the offer itself. Further the rate quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.
- (ii) Rates should be quoted FOR at NII, New Delhi inclusive of packing, forwarding, Customs clearance, installation and commissioning charges etc
- (iii) Prices charged for the stores supplied under Annual Contract should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. Organization during the period of contract failing which the “**FALL CLAUSE**” of NII rules will be applicable. **A certificate to this effect may be provided by the Tenderer in Annexure-‘B’ that “the lowest prices have been offered to NII. In case it is found that the prices charged by the Tenderer are more, the same will be recovered from the subsequent/unpaid bill of the supplier”.**
- (iv) Financial bids of only those items will be opened samples/specifications of which are found fit for use by the technical bid evaluation committee.

- (v) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The Financial Bids of unsuccessful bidders would not be opened and destroyed/returned.
- (vi) **Transit Insurance** for the goods arranged by the Vendor.
- (vii) **Late/delayed offers**, Telegraphic offers and incomplete offers are liable to be rejected.
- (viii) The Price Bid of those Tenderers who qualify in the Technical Bid/Sample only will be opened.

2. **TENDER DOCUMENT FEE :**

The tender documents can 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. 5000/- (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.
- 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 and performance guarantee will be returned after supply of all materials at site in good conditions and after expiry of warranty/performance guarantee periods.
- Earnest Money will be returned to all the **unsuccessful tenderers** after a tender 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

“Price Bid” 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 fourteen month (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 from a Commercial Bank in the acceptance 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/work shall be strictly followed otherwise the contractor shall be liable to **pay compensation/penalty at the rate of 1.5% of the tendered value of the supply order for per week of delay on the part of the contractor subject to a maximum of 10% of the total tendered value** of supply order.
- 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 Section Officer (Stores), 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% payment within 30 days against the original invoice in duplicate, after receipt of items in full and good condition, and after their **inspection and acceptance of material.**

12. **LIQUIDATED DAMAGES:**

In case the supplier defaults in delivery and the supplier should obtain the approval well in advance in writing from the purchaser, if the purchaser has not accepted the extension of delivery period the purchaser may forfeit the Performance Security. Also, the advance paid, if any, against 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 the right either to pay or not to the vendor for either part of the contract work or whole of the contract work executed, if they 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.
- 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 in Annexure 'C' 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 the arbitrator, appointed by Director, NII and the arbitration 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.

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 (STORES)

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.	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.			
7.	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?			
8.	Have you submitted prices of goods in the Price Schedule?			
9.	Discount offered on the latest price list.			

Sl No.	Items of tender to be checked	Yes/ No/ NA	Page No. of Tender document submitted by tenderer.	Remarks , if any
10.	Have you enclosed other all declarations, documents required to be submitted as per Tender in including Annexure-‘A’, ‘B’, ‘C’ & ‘D’ duly compliance?			

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)

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 :

- 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.
- My / our Firm M/s has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- 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.
- There are no complaints against my / our Firm such as poor quality ingredients used, fungal growth of feed, delayed supply of feed, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

Signed on behalf of M/s

Place:

Date:

ANNEXURE-“B”

FALL CLAUSE NOTICE CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ .

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the “FALL CLAUSE” will be applicable.

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

Seal and Signature of the tenderer

Undertakings

(to be given on the Letterhead of the FIRM)

An undertaking is given herewith that:

- a. I /Firm will accept the split order for items against which lowest rates quoted by me/ my Firm.
- b. The brand new and agreed quality of materials will be supplied against the supply order of the Institute.
- c. If I / my Firm will not abide by the above undertakings (i & ii) , the required action (viz. **Forfeiture of Earnest Money or performance security**) taken by the Institute will be acceptable to me/ my Firm .
- d. We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

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

ANNEXURE 'D'

PRICE BID FOR DISPOSABLE CONSUMABLE ITEMS
(GLOVES, FACE MASK & SHOE COVER)

S N o	Disposable Consumable items	REQUIRED	Approx. Annual Require ment	Price Quoted (In Rs.)		TOTAL (In Rs.)
				Per UNIT	G ST	
	1.	2.	3.	4.	5.	6.
01	Disposable Latex Examination Gloves, Non-Sterile, Powdered, Ambidextrous, Certified-ISO	Single Use only- 100 pcs packed in each box ; Size- Small, Medium and Large	1700 Pkt.			
02	Disposable Face Mask on Ear Loop Tie, Non-woven cotton mask with 3 ply, which would cover the nose & month. Certified-ISO	Not less than 3 ply mask	13000 pcs.			
03	Disposable Shoe cover (Plastic/Polythene water proof) Certified-ISO	Single pair pack	6000 pair			
	Grand Total of 'Col.-6'					
	<ul style="list-style-type: none"> • In Figure: • In Words: 					
	If discount offered on the above quoted price, if any, please mention in percent, etc.					

NOTE: - The sample of each item (Gloves, Face Mask & Shoe cover) should be accompanied free of cost at the time of submission of tender. Non submission of the sample will be lead to rejection on the tender. In the event of the failure of the sample or of the rejection of the sample, Institute shall be entitled to reject the tender.

Certified that the rates quoted will hold good for orders placed up to one year during which period no upward revision will be asked for.

Payment Terms: 30 days after receipt, inspection and acceptance of material.

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