

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

**LIMITED ENQUIRY NOTICE**

NO.NII/SP-II/RC-FUR./2017-2018

Dated: - 28. 08. 2017

Director, National Institute of Immunology (NII), Aruna Asaf Ali Road, New Delhi-110067(India) invites sealed tenders from the reputed authorized supplier and financially sound Agencies for entering into **Vender Registration on ‘Annual Maintenance Contract’ basis for the “Repair Work of Lab Furniture” as under:-**

Name of the article	EMD to be given (Rs.)
<b>REPAIR OF LAB/OFFICE CHAIR, STOOL, CHANGE OF CHAIR WHEELS(DIFFERENT TYPE), REPLACEMENT OF HYDRAULIC SYSTEM OF CHAIR, CHANGE OF BASE OF CHAIR AND CHANGE OF UPHOLSTERY –CHANGE OF REXENE, FOAM PLY AND CUSHION OF ALL TYPE OF CHAIRS.</b>	2,500/-

- **Last date & Time for Submission : 22.9.2017 by 1430 Hrs.**
- **Date/Time for opening of bids : 22.9.2017 at 1500 Hrs.**
- **EMD & Tender Document Charges : Payable by ‘DD’ or ‘Pay Order’ in Favour of Director, National Institute of Immunology, Payable at New Delhi.**

**THE EMD OF RS. 2,500/- 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)**

## STANDERED TERMS AND CONDITION

- 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 registration number
  - 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. Duly sealed tenders shall be dropped in the tender box placed at the reception counter of the NII, main building
- 1.5 No Bill for part payment will be entertained.
- 1.6 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 can not provide validity of rates for One year, need not apply.**
- 1.7 The rates shall be quoted in units/quantity, FOR destination (NII). Any GST (work contract tax), 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.
- 1.8 All prices must be extended and totaled where ever needed.
- 1.9 Tender, who 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.
- 1.9.1 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.
- 1.9.2 Tender sent by fax/telex/cable shall be ignored.

## **GENERAL TERMS AND CONDITIONS**

1. The work shall be done as per the instruction and prior approval of Competent Authority of National Institute of Immunology (Hereinafter referred to NII).
2. The conditional bids shall not be considered under any circumstances and rejected without any notice.
3. All bids shall be the property of NII, and contractors will lay no claim whatsoever on the same.
4. The supplies shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Institute.
5. 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.
6. 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.
7. **Payment terms as follow: -**
  - a) **No advance payment will be made.**
  - b) **Running/Part payment can be made against actual work executed & measured as per scope of work only in case value of work is more than 10 lacs.**
8. Income Tax and surcharge will be deducted as per Govt. of India rules.
9. No Tools & Plants shall be supplied by the NII.
10. The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser.
11. (i) 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 upto the completion of defect liability period.**  
(ii) Security shall be deducted @ 5 % of value of work done and total amount of security & performance guarantee shall be released after expiry of the defect liability period of one year effective from date of completion.
12. Earnest Money Deposited by the successful bidder shall be converted in to security deposit & is adjustable against the actual amount to be deducted under clause 14-(ii) above.
13. Time allowed for completion of work shall be seven **days** which shall be reckoned from tenth day from the date of award letter or letter of intent.

14. In case the successful bidder resides from the offer within the validity of tender, the earnest money will be forfeited. Similarly if successful contractor fails to commence the work within 20 day from the date of issue of award letter, the amount of earnest money will also be forfeited besides blacklisting the firm.
15. Time allowed for the work shall be strictly followed otherwise the bidder shall be liable to pay compensation at the rate of **1.5%** of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of **10%** of the total tendered value of work. The decision of competent authority of NII on the delay shall be final and binding.
16. However, for any reason beyond the control of the bidder the extension of time may be granted upon application by the bidder in prescribed format. No claim for any compensation during the extended period shall be entertained and the NII's decision in this regard shall be final.
17. If bidder at any time makes default during currency of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Director, NII.
18. Director, NII reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the bidder, failure to start the work at NII, within 20 days from date of issue of Letter of Intent (L.O.I). The contract can also be terminated at the request of contractor within 10 days from the date of issue of LOI order. In such cases the bidder is liable to pay Liquidated damages @ 5% of tendered value besides forfeiting performance guaranty /security deposit/EMD.
19. NII shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence.
20. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/laboratories/equipments of NII.
21. Water & electricity required for the job shall be made available free of cost by the NII. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the bidder at their own risk & cost.
22. All materials brought at site shall be got approved by the Competent Authority before being used. If rejected, the same shall be removed immediately. The material of only approved make shall be brought at site.
23. The bidder shall depute their own security staff for watch and ward of their materials supplied/ installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by bidder at his own risk and cost. No accommodation/staff/ lockable space will be provided by NII under any circumstances.

24. The bidder shall obtain CAR (Contractor all risk)/ EAR (Erection all risk) policy for the above work till the completion of work, his own expense. If contractor fails to provide policies within 15 days from the date of award of work, the award will be cancelled or deduction will be made from the bill of agency and decision of C.A. in these regards shall be final.
25. The work done beyond **100%** deviation limit or an extra item, the rate shall be worked out based on prevailing market rate of the area. Also during the execution of work, the bidder may be required to execute certain additional/extra items in order to complete the job/works beyond the BOQ for which no rates are available. As far as possible, the rates shall be derived from nearest acceptable tender rates. The rate of extra/substitute items shall be as per a rate analysis to be prepared by the bidder, based on prevailing market rates (1) cost of material (2) cost of direct labour (3) bidder over head & profit 15%, duly approved by Competent Authority of NII before execution of work.
26. No escalation in any form either of cost/materials/labours or any taxes shall be payable by the NII during the contract period.
27. 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.
28. 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.
29. No tent or hut shall be allowed to be put up for workers to stay within the campus. The contractor is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
30. It may here be noted; that the entire staff and labour of the bidder will follow all the security instructions issued by the NII from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the bidder's workmen are found to be tampering with the Laboratory equipment and property of the NII. Suitable damages will be recovered from the bidder's bills if anyone is found to do so. All decisions of the Engineer-In Charge in respect of the same will be final and binding on the bidder.
31. On completion of all work, bidder shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at bidder's risk & cost.
32. **Bidder shall be responsible for disposing off the all old dismantled waste materials away from the campus. The disposal of such materials shall be done immediately after completion of work at own risk & cost.**
33. The work shall be guaranteed for at least six month from the date of actual completion of the work for both material as well as workmanship.
34. **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.
  - (vi) 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.
35. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt./ state Govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. NII will not be responsible for such purposes in anyway.
36. In case of any dispute between NII and any bidder regarding interpretation of ore 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.
37. 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.
- 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 :

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 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 one year from the Tender Opening date/contract awarding date?			
6.	Have you furnished? ▪ Proof of Tin No. 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?			

**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 :

- 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/s .....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.
- 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 “REPAIR WORK OF LAB FURNITURE”**

S No	ITEM	MAKE	Price Quoted (In Rs.)		TOTAL (In Rs.)
			Per UNIT	GST	
	1.	2.	3.	4.	5.
01	CHANGE OF UPHOLSTRY OF SEAT, BACK, ARMS OF THE REVOLVING/EXECUTIVE CHAIR WITH MATERIAL LIKE-JUTE, TAT, CANVAS, MARIN, U-ROAM, RUBBER, CUSHION AND CHANGE OF CLOTH/LEATHER FORM ETC.				
02	REPLACEMENT OF HYDRAULIC SYSTEM OF REVOLVING CHAIR (GODREJ-MAKE)				
03	REPLACEMENT OF HYDRAULIC SYSTEM OF REVOLVING CHAIR (ANY- MAKE)				
04	PROVIDING AND FIXING OF WHEELS TO THE REVOLVING CHAIR (GODREJ- MAKE)				
05	PROVIDING AND FIXING OF WHEELS TO THE REVOLVING CHAIR (ANY- MAKE)				
06	REPLACEMENT OF SEAT/BACK OF CANE CHAIR				
07	WELDING WORK (PER POINT)				
08	CHANGE OF UPHOLSTERY OF LAB/OFFICE STOOL INCLUDING CHANGE OF CUSHION AND LEATHER, FOAM ETC.				
09	CHANGE OF UPHOLSTERY OF SEAT, BACK, ARMS OF THE REVOLVING/COMPUTER CHAIR WITH MATERIAL LIKE-JUTE, TAT, CANVAS, MARIN, U-FOAM, RUBBER, CUSHION AND CHANGE OF CLOTH/LEATHER FOAM ETC.				
10	PROVIDING AND FIXING OF STEEL STRIPS TO STEEL CHAIRS				
11	CHANGE OF BASE FOR EXECUTIVE STEEL CHAIRS				
	<b>Grand Total of ‘Col.-6’</b> <ul style="list-style-type: none"> <li>• <b><u>In Figure:</u></b></li> <li>• <b><u>In Words:</u></b></li> </ul>				
	If discount offered on the above quoted price, if any, please mention in percent, etc.				

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