



**NATIONAL INSTITUTE OF IMMUNOLOGY  
NEW DELHI-110067 INDIA  
BID DOCUMENT (Limited Tender)  
PRESS TENDER [TWO BID]**

Name of the Equipments: **Powder Property/Flow Analyzer**

*Sealed tenders* in two bids system (**Technical Bid & Price Bid**) are invited on behalf of Director, NII – New Delhi, India from reputed manufacturers and their authorized agents for the supply, installation & commissioning of the following item:

Item No.	Name of the instrument & Quantity	Enquiry Ref. No.	EMD to be given (Rs)	Cost of Tender Document (Rs)
1	<b>Powder property/ Flow analyzer : Qty 01</b>	NII/EQ/LTEN/PPFA/16-17/FEB	Rs. 35,000/-	Rs. 500/- (Non Refundable)

- Last date & time for submission of Tenders : **07.04.2017 up to 10:30 a.m.**
- Date/Time for opening of Technical bids : **07.04.2017 at 11:00 a.m.**

**THE COST OF TENDER DOCUMENT OF RS. 500/- (NON REFUNDABLE) ALONG WITH EMD OF Rs. 35000/- (Rs. Thirty five thousand only) MUST BE SUBMITTED IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOUR OF “DIRECTOR, NATIONAL INSTITUTE OF IMMUNOLOGY, NEW DELHI”, OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED. Please write the name of company and equipment with complete address on the reverse side of the Demand Draft/Pay order**

The Technical bids will be opened in the presence of representatives of the tenderers, if any of them present there. **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/reject any or all tenders either in part or in full without assigning any reasons thereof.**

**Administrative Officer**

**BRIEF SUMMARY OF QUOTATION & CHECKLIST**

(Not to be used for Evaluation/Comparison Purpose)

**FOR QUOTE IN RUPEES (INR) FILL RELEVANT INFORMATION IN 'INR'**

**(Please Fill ALL COLUMNS (DON'T Write 'AS PER QUOTATION') and 'PLEASE REFER TO YOUR ACTUAL OFFER ETC.')**

(A) Quotation Summary :

Tender Ref. No.		Date	
<b>Name of Item : Powder property/ Flow Analyzer</b>			
<b>Pl. indicate 'name of Item' as per your offer )</b>			
1.	Main Item Model NUMBER- <b>Powder property/ Flow Analyzer (Technical Specification given in Annexure-A)</b>		
2.	Payment Terms <i>(Pl. note that Conditional Payment Terms will not be Accepted)</i>		
3.	Delivery Time (Days or Weeks or Months)		
4.	Warranty Period (Months/Years)		
5.	Validity of Quotation (Days/Months)		
6.	Country of Origin (product)		
7.	Port of Shipment		
8.	Approx. Shipment Wt. (Chargeable Wt.) of the Item ( <b>Kg.</b> )		
9.	Approx. Dimensions/Vol. of the Packed Consignment		

(B) Tender Check List

<b>01</b>	<b>Whether following are mentioned on the Main (Outer) Envelope :</b> Item Name, Reference No. , Last Date for submission of Tender, Date of Opening of Tender and Firm's Name & Address.	
<b>02</b>	<b>Whether EMD is enclosed (With The Technical Bid Envelope in case of Two Bids)</b>	
<b>03</b>	<b>Whether Cost of tender document is enclosed (With The Technical Bid Envelope in case of Two Bids)</b>	
<b>04</b>	<b>Whether Demand Draft(s) is/are in the favour of the 'Director, National Institute of Immunology', New Delhi</b> <b>Firm's Name/Ref. No. etc. has been mentioned on the back side of DDs/Pay Order.</b>	
<b>05</b>	The Bid Papers have been punched with a hole on the <b>Top Left Hand Corner Side</b> and <b>Properly Tagged</b>	
<b>06</b>	Only <b>Relevant</b> Documents (Technical Brochures/Leaflets etc.) required in support of the Quoted items have been enclosed. <b>No Irrelevant Papers</b> like ITCC, User Recommendations, and Order Copies etc. have been enclosed unless specifically asked for.	
<b>07</b>	Quotation have been duly signed and stamped by the <b>Authorized &amp; Competent</b> person. All Cuttings/Over Writings have been duly checked, initialled and stamped (If Applicable).	
<b>08</b>	In case of Two Bid, Single Combined Offer has not been submitted OR 'Price Bid' has not been enclosed in the Envelope marked 'Technical Bid'.	
<b>09</b>	In case of Two Bid Systems, this Page will be enclosed with the <b>Technical Bid</b> with remarks against each of check list.	

We have read and understood the tender terms and conditions. The undersigned is competent to sign the tender documents including this page on behalf of the quoting firm.

Date

Bidder's signature with Seal

## INSTRUCTION TO BIDDERS (ITB)

### INTRODUCTION

#### **1. Eligible Bidders**

- (i) This Invitation for Bids is open to all original manufacturers and/or their authorised dealers (specifically authorized by the original manufacturers) to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any who possess the qualifying requirements as specified.
- (ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser (NII) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. **Bidder has to give a declaration in this regard on their 'Letter Pad'.**

#### **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser (NII)", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### THE BIDDING DOCUMENTS

- 3. Cost of Bid Document:** The complete bid document is issued by NII for submission of bids by the vendors and Tender Document Fee of Rs. 500/- is kept by NII .
- 4. Contents of Bid Document:** The Bidder is expected to examine all instructions, forms, terms (ITB/GCC), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.
- 5. Amendment to Bid Document:** The prospective bidders are **required** to keep a watch on the NII website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders on or before prior to the opening of the tender. The Purchaser (NII) reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser (NII), at its discretion, may extend the deadline for the submission of bids.
- 6. Preparation of Bids :** Each Tenderer/Bidder has to submit an Affidavit (**Annexure-'B'**) 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. Departments/Govt. Institutions etc.
- 7. Documents Comprising the Bid**

The bid is required to be submitted in **two parts**. One part is the '**Techno-Commercial Un-priced Bid**' and the second part is the '**Financial/Price Bid**'.

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

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

- (i) Technical Specification for in ‘**Annexure- A**’ : **Powder property/ Flow Analyzer**
- (ii) Affidavit in a e-stamp paper of Rs. 50/- (duly notarized) in ‘**Annexure-B**’ ;
- (iii) EMD as Specified in the ‘Invitation to Bid’ ;
- (iv) Bid Form in ‘**Annexure-C**’ ;
- (v) Manufacturer’s Authorization Form in ‘**Annexure-D**’ ;
- (vi) Performance Statement;
- (vii) T&C Deviation Statement ;
- (viii) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted as per qualification requirements/criteria.
- (i) The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any, and the estimated life of the equipment offered.
- (ii) If the demonstration of the goods/equipments are deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at NII or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.
- (iii) Affidavit on ‘E-stamp paper ( duly notarised)’ as **required under Item 6 above.**

### **7.1.2 Documents Establishing Bidder’s Eligibility and Qualifications**

- (i) The bidder shall furnish, as part of its bid, documents establishing the bidders’ eligibility to bid and its qualification to perform the contract if its bid is accepted
- (ii) That the bidder meets the qualification criteria listed in Bid Document.

### **7.1.3 Documents Establishing Goods' Eligibility and Conformity to Bid Document**

- (i) The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- (ii) **Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications see ‘Annexure A’.** At the same time, it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:
  - (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser (NII); and
  - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

### **7.1.4 Period of validity of Bids**

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

## **7.2 Price/Financial Bid**

**Price/Financial Bid** shall comprise the ‘Techno Commercial Bid’ with price indicated in the ‘**Price bid form**’ .

- (i) **Prices Bid**
- (ii) The Bidder shall indicate the unit prices and total bid prices of the goods on CIF/CIP basis it proposes to supply under the order and enclose it with the priced bid.

(iii) Prices indicated shall be entered separately in the **following manner (for Indigenous Items):**

- The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
- **Taxes:** We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately.** Please mention the applicable taxes (VAT/CST/Service) clearly. We don't issue any 'Form C' or 'Form D'. However, being R&D Organization 'Concessional customs duty Forms' can be issued. **No other charges except those mentioned clearly in the quotation will be paid.**
- Rates should be quoted FOR at NII, New Delhi inclusive of packing, forwarding, Customs clearance, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. **Where there is no mention of packing, forwarding, freight, insurance charges, customs clearance charges such offers shall be summarily rejected as incomplete.**

(iv) 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.**

(v) **Bid Currencies :**

Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£) wherever possible for correct evaluation during comparison.

## **8. Format and Signing of Bid**

- (i) The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Techno-commercial un-priced bid and the other shall contain the Priced Bid.
- (ii) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- (iii) Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.
- (iv) The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

## **9. Submission of Bids**

### **9.1. Sealing and Marking of Bids**

- (i) **The bidder shall seal the Techno Commercial Un-priced Bid and the Price/Financial Bid in two separate envelopes** duly marked as "Techno Commercial Un-priced Bid" and "Price/Financial Bid" respectively. Both the envelopes shall then be sealed in one outer (main) envelope.

**(ii) The inner and outer envelopes shall :**

- Be addressed to the Purchaser (NII) at the following address:

**Administrative Officer  
National Institute of Immunology  
Aruna Asaf Ali Marg  
JNU Campus, New Delhi-110067 (INDIA)**

- Bear the Item Name /Reference No./ Last date for submission of Tender / Date of Opening of Tender / Firm's name & address and a statement "Do not open before Time hrs.(IST) on Date." As per the NIT details.
- (iii)** If the outer envelope is not sealed and marked as required, the Purchaser (NII) will assume no responsibility for the bid's misplacement or premature opening.
- (iv)** Fax or e-mail bids will be rejected.

**9.2 . Deadline for Submission of Bids**

- (i)** Bids must be received by the Purchaser (NII) at the address specified under Clause 9.1 (ii) above and not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser (NII), the Bids will be received up to the appointed time on the next working day.
- (ii)** The Purchaser (NII) may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance, in which case all rights and obligations of the Purchaser (NII) and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**9.3 Late Bids**

- (i)** Any bid received by the Purchaser (NII) after the deadline for submission of bids prescribed by the Purchaser (NII), will be rejected and/or returned to the Bidder.

**9.4 Modification and Withdrawal of Bids**

- (i)** The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser (NII) prior to the deadline prescribed for the submission of bids.
- (ii)** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance. A withdrawal notice may also be sent by telex or cable or fax or e-mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- (iii)** No bid may be modified subsequent to the deadline for submission of bids.
- (iv)** No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid Security/EMD besides blacklisting them (bidder).

**10. OPENING AND EVALUATION OF BIDS**

**10.1 Opening of Bids by the Purchaser (NII)**

- (i)** The Purchaser (NII) will open all Techno Commercial Un-priced Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids.
- (ii)** The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser (NII) the Bids shall be opened at the appointed time and location on the next working day.

### (iii) Clarification of Bids

- (i) To assist in the examination, evaluation and comparison of bids, the Purchaser (NII) may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

### 10.2 Preliminary examination and evaluation of Technical Bids

The Technical Bids will be opened by authorised 'Committee' of NII at the first instance and evaluated by it.

- (i) The Purchaser (NII) will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. **Bids from suppliers, with proper Authorization from the manufacturers and from Indian agents with DGS&D Registration Certificate are required in case the items fall under the restricted list of the current EXIM / Foreign policy.**
- (ii) The Purchaser (NII) may waive any minor infirmity, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- (iii) Prior to the detailed evaluation, the Purchaser (NII) will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.
- (iv) After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.
- (v) **Conversion to Single Currency as indicated below:**
- To facilitate evaluation and comparison of price bids, the Purchaser (NII) will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by RBI in India and available in the 'Newspapers/Banks website' on the date of opening of Price/Financial Bid.

### 10.3 Evaluation & Comparison of Financial/Price Bids

- (i) At the second stage, Financial/Price Bids of only the technically acceptable offers (Technically qualified Bids) shall be opened for further evaluations and ranking by a authorised 'Committee' of NII. The Purchase order shall be awarded to the lowest evaluated Bidder, whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per terms & conditions incorporated in NIT /Bidding document.
- (ii) For the bids surviving the 'Technical Evaluation', which have been found to be responsive, the evaluation & comparison shall be made as under:
- **Indigenous Offers:** The final landing cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.
  - **Imported Offers :** The FOB/FCA price shall be the basis of evaluation (warehouse to warehouse basis)
  - **Imported Vs. Indigenous Offers :** The final landing cost (warehouse to warehouse) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to NII, New Delhi as per available records with NII for imported goods) shall be the basis of evaluation.
  - **Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions** (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser (NII). However, reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

**11. Contacting the Purchaser (NII)**

Any effort by a Bidder to influence the Purchaser (NII) in its decisions on Bid Evaluation, bid comparison or Contract Award may result in rejection of the Bidder's bid.

**12. Purchaser's Right to vary quantities at time of Award**

The Purchaser (NII) reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**13. Purchaser's Right to accept any Bid and to Reject any or all Bid**

The Purchaser (NII) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**14. Notification of Award**

- Prior to the expiration of the period of bid validity, the Purchaser (NII) will notify the successful bidder in writing by registered letter or by cable or fax or e-mail that the bid has been accepted by way of a Purchase Order.
- Upon the successful Bidder's furnishing of performance security, the Purchaser (NII) will promptly notify each unsuccessful Bidder and will discharge its Bid Security/EMD.

**15. Performance Security**

**15.1** Within 15 days of the receipt of notification of award/purchase order from the Purchaser (NII) the successful Bidder shall furnish the 'performance security' equivalent to 10% of the cost of equipment, in the form of Bank Guarantee from a nationalized/scheduled bank in INR.

**15.2** If the performance security is not furnished within the stipulated time as per 15.1 above, the contract shall be deemed terminated. besides forfeiture of EMD.

**16. Order Acceptance**

- The selected bidder should submit acceptance of the Purchase Order immediately but not later than 21 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/EMD is liable to be forfeited.

**Administrative Officer**



## GENERAL CONDITIONS OF CONTRACT (GCC)

### **1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Order" means the Purchase Order placed by the Purchaser (NII) including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser (NII) under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" (NII) as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.

### **2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the 'Technical Specifications', and when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' 'country of origin' and such standards shall be the latest issued by the concerned institution.

### **4. Use of Contract Documents and Information**

- 5. The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser (NII) in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract, without the Purchaser's prior written consent. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

### **6. Patent Rights**

The Supplier shall indemnify the Purchaser (NII) against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

### **7. Submission of the bids**

- (i) All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.
- (ii) Tender documents are available for sale as per the information specified in Invitation for Bids. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website, as indicated in invitation for bids. The Purchaser (NII) is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

### **8. Performance Security**

Within 15 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified under item 19.1 of GCC.

## 9. Inspections and Tests

The Purchaser (NII) or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser (NII)

## 10. Packing

- (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- (ii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements and in any subsequent instructions ordered by the Purchaser (NII).
- (iii) Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:
  - Item Nomenclature
  - Order/Contract No.
  - Country of Origin of Goods
  - Supplier's Name and
  - Packing list reference number

## 11. Delivery and Documents

- (i) **Delivery of the goods including satisfactory installation and commissioning shall be made within a maximum periods of three months from the date of placement of 'purchase order'**. Within 24 hours of shipment, the supplier shall notify the purchaser (NII) and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser (NII) with a copy to the insurance company:
  - 3 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
  - Acknowledgment of receipt of goods from the consignee(s) by the transporter;
  - Insurance Certificate if applicable;
  - Manufacturer's/Supplier's warranty certificate;
  - Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
  - Certificate of Origin.
  - Two copies of the packing list identifying the contents of each package.
- (ii) The above documents should be received by the Purchaser (NII) before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any and all consequent expenses.

## 12. Progress of Supply

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser (NII) as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser (NII) with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

## 13. Right to Use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser (NII) shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

#### 14. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

#### 15. Training

- (i) The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
- (ii) The training shall be initially carried out during installation & commissioning for operating and maintaining the system. After a certain interval the training on application shall have to be imparted by the supplier. The duration of such training need to be finalized with the user of the equipment.
- (iii) In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.

#### 15. Insurance

- The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. ***However, in case of orders placed on FOB/FCA basis, the purchaser (NII) shall arrange Insurance.***

#### 16. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

#### 17. Spare Parts

- (i) As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier :
  - Such spare parts as the Purchaser (NII) may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract;
- (ii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- (iii) The incidental services also include.
- (iv) Furnishing of 01 set of detailed operations & maintenance manual.

#### 18. Warranty

- (i) The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site of purchaser (NII).**
- (ii) **Powder property/ Flow Analyzer** shall have comprehensive warranty for three years from the date of satisfactory installation/commissioning of Equipment at purchaser's site (NII). **Price of CMC/AMC after warranty may please be quoted separately.**
- (iii) **Comprehensive Warranty period shall be minimum 36 months from date of acceptance of 'Powder property/ Flow Analyzer' duly satisfactory installed & commissioned.** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract.

If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**

- (iv) **If during the period of warranty any component or spare part is need to be brought from abroad, all associated cost shall be borne by the supplier including the cost of customs duty etc..**
- (v) If a different period of warranty has been specified in the 'Technical Specifications' Chapter then the period mentioned above ( i , ii & iii ) shall stand modified to that extent

## 19. Payment

- (i) **90% payment shall be made by the Purchaser (NII) through Letter of Credit and payment shall be made on production/submission of unconditional Performance Bank Guarantee equivalent to 10 % of order value from a nationalized/Scheduled Bank valid for warranty period as specified and on proof of dispatch of shipment. The balance 10% payment shall be released after the satisfactory installation, demonstration and commissioning of Equipment including providing of Training, if offered by bidder.** Alternatively, the supplier may choose to take payment after delivery, installation, demonstration and commissioning **including providing of Training, if offered by bidder.**
- (ii) Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents.

## 20. Prices

- Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## 21. Sub-contracts

- (i) The Supplier shall notify the Purchaser (NII) in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- (ii) Sub-contract shall be only for bought-out items and sub-assemblies.

## 22. Delays in the Supplier's Performance

- Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser (NII) in the Contract. Otherwise the purchaser (NII) reserves the right to cancel the Purchase order.

## 23. Penalty

- If the Supplier fails to deliver, install and commission satisfactory any or all of the Goods or to perform the Services within the period(s) specified in the Contract (under Item No 10 (i) of GCC), the Purchaser (NII) shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as penalty i.e. **a sum of equivalent to 1.5 % of total contract price for per week of delay subject to maximum deduction of 10 % of total contract price.**

## 24. Termination for Default & Forfeiture of EMD

- (i) The Purchaser (NII) may, without prejudice to any other remedy **for breach of contract or not accepting the orders for supply the items at his quoted rates etc.**, by written notice of default sent to the Supplier **terminate the Contract in whole or part and forfeit the entire Earnest Money.**
- (ii) **In the following cases, the purchaser (NII) may terminate the Contract and forfeit the entire Earnest Money :**
  - If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser (NII).
  - If the Supplier fails to perform any other obligation(s) under the Contract.
  - If the Supplier, in the judgment of the Purchaser (NII) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(iii) **For the purpose of this Clause:**

- **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

**25. Force Majeure**

- The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure(with documentary evidence).
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser (NII) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**26. Resolution of Disputes**

- (i) The Purchaser (NII) and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser (NII) and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- (iii) In case of Dispute or difference arising between the Purchaser (NII) and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, NII and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him (Director, NII) willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (iv) In the case of a dispute between the purchaser (NII) and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with above provision. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- (v) The venue of the arbitration shall be the place from where the order is issued.

**27. Taxes and Duties**

- Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser (NII). However, VAT in respect of the transaction between the Purchaser (NII) and the Supplier shall be payable extra, if so stipulated in the order.

**28. Inspection and Tests : Inspection and tests prior to shipment of Goods and at final acceptance are as follows :**

- (i) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser (NII) shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser (NII) about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

- (ii) The acceptance test will be conducted by the Purchaser (NII), their consultant or other such person nominated by the Purchaser (NII) at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser (NII), the successful completion of the test specified.
- (iii) In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser (NII) reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser (NII).
- (iv) Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

**29. Manuals and Drawings**

- (i) Before the goods and equipments are taken over by the Purchaser (NII), the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser (NII) to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- (iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser (NII).

**30. Applicable Law:** The place of jurisdiction would be Delhi (INDIA).

**31. Please provide your RTGS details in the technical bid.**

**32. Notices:** For the purpose of all notices, the following shall be the address of the Purchaser (NII) and Supplier.

**(i) Purchaser (NII):**

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

**( ii) Supplier:** (To be filled in by the supplier)

M/s .....

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Seal:-

Place & Date:-

**Powder property/flow analyzer**

For measuring Powder flow Behaviour in Industrial Process Equipments/storage containers or of polymer particle and different solid powder.

The equipment should measure the following parameter of solid powders

Bulk density of powders,

Tests- Flow index

Wall friction angle

Arching Dimensions

Ideal Hopper geometry

Complete with all accessories and Software

Facility of sample testing /service /Application Lab in India

Facility for servicing and repairing in NCR

Warranty for three years

**(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.

