



NATIONAL INSTITUTE OF IMMUNOLOGY

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NOTICE INVITING TENDER (EXTENSION OF DATE)

NII/EQ/LEN/RR-GD/17-18

Dated: - 18.01.2018

M/s

Director, NII - NEW DELHI India invites *sealed* Tenders from reputed manufacturers and their authorized agents for supply of the articles mentioned below:-

| S.No. | Description | Quantity | Remarks |
|-------|--|----------|---------|
| 1. | GEL DRYING UNIT WITH VACUUM PUMP (As per enclosed Specification) | 1 NO | |

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

GENERAL INSTRUCTIONS:-

- Quotation** in a sealed cover indicating (i) Name of the materials (ii) Reference No of this tender (iii) Date of opening of Quotation and (iv) Name and Address of the firm.
 - Last date** of receipt of tender by post/by hand/by putting it in the tender box is 1030 hours on 23.02.2018 indicated in the Tender and shall be opened on the same date at 1100 Hours. If the said date declared to be a holiday at a later date the tender will be opened on the next working day at 1100 hours.
 - 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.

4. 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.
5. **The Tenderer shall have to give an undertaking that the split order for items against which lowest rate quoted by it will be acceptable to him or his Firm in Annexure-‘B’ of the Tender.**
6. The firms 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”.
7. Tenderers have to note that over writing/white fluid entries shall be deleted, unless it is duly re-written and initialled. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender. Compliance statement shall be part of bid.
8. No Bill for part payment will be entertained.
9. The rates shall be quoted in units/quantity, FOR destination (NII). GST 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.
10. Tenderer has to intimate 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 Branch of your Bank.
11. Tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
 - i. 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.
 - ii. Tender sent by fax/telex/cable shall be ignored.
12. **Tenders** not complying with the above conditions are liable to be ignored without any further reference.

The last date of receipt of application is 23.02.2018 (1030 hours) and the same will be opened on same day at 1100 hours.

SECTION OFFICER (STORES & PURCHASE)

STANDARD TERMS AND CONDITIONS

1. Quotation shall be made on F.O.R. Destination/Free Delivery at Site basis inclusive of GST, Duties Levies. Packing, Forwarding and Freight charges etc. each indicated clearly and separately. Wherever the GST and Duties are not specifically indicated, the prices quoted will be presumed as inclusive of GST, Duties, freight, loading & unloading charges and no statutory variation will be payable by NII. The percenters of GST should clearly be mentioned.
2. Unless otherwise specified all prices quoted must remain firm except for statutory variation in GST and duties during contractual delivery period. Any increase in GST and duties after expiry of delivery period will be to supplier's account. Price variation clause if any should be clearly quantified without any ambiguity with ceiling limit.
3. Quotations should preferably be typewritten and any correction or over-writing should be initialled. Rates to be indicated both in words and figures.
4. The bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
5. Quotations should preferably be offline.
6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NII in writing.
7. Drawings and samples if forwarded shall become property of the buyer.
8. Sealed quotations in envelope super scribing Bid Invitation no. and due date of opening and time must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Quotations received after specified date and time are liable to be rejected.
9. Quotation should be valid for a minimum period of 90 days from the date of opening of tender.
10. Complete specifications with relevant Indian/international Standards, Manufacturer's name/brand name and country of origin along with catalogues and drawings if any should be sent with the offer. Offer without adequate technical specifications/information shall liable to be rejected.
11. NII reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning any reasons thereof.
12. Printed conditions on the back side of the offers of bidders will be ignored.
13. Unless otherwise agreed, payment shall be made within 30 days of receipt & acceptance of materials at NII end. For negotiation of documents through bank, bank charges will be borne by the supplier.

14. In case of dealer/Indian Agent of Overseas Manufacturers, copy of the authorization certificate from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.
15. Foreign Principal's Performa invoice indicating the Commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent. The enlistment of the Indian Agent with Director General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.
16. In case the tenderer has entered into Rate Contract with DGS &D/EPM or with PSUs, a copy of Rate Contract must be sent along with the tender.
17. GST Number must be indicated.
18. Unless otherwise specified, the materials will be inspected by NII after delivery at sites. NII may have option to carry out stage inspection/pre-despatch inspection at Supplier's works. Manufacturer's Test Certificate/Material Test Certificate from Govt. approved test house are to be provided wherever required, NII may have option for test in its laboratory and its report shall be final and binding.
19. Considering NII's delivery requirement, firm delivery schedule should be quoted. For delay in delivery attributable to the supplier, price will get reduced @ 0.5% of order value for each week or part thereof, subject to maximum of 10% of undelivered portion. If the equipment/machinery/items can not be commissioned or used for on-supply of any item(s), price will be reduced by 5% of the total order value. NII also reserve the right to procure the material from alternate sources at the Risk and Cost of the supplier, giving 15 days notice, if the Seller fails to execute the material as per the terms & conditions of the order. Any increase in rates after expiry of the delivery period will be to suppliers' account. This will be without prejudice to the rights of NII for any other action including termination.
20. NII shall have the right to terminate the contract by giving one week notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NII will have right to terminate the contract by written notice to the Seller.
21. Unless otherwise specified the materials will have a warranty of 15 months from the date of despatch or 12 months from the date of installation whichever is earlier against defective design faulty materials of construction, poor workmanship and unsatisfactory performance. In specific cases wherever stipulated, the seller shall give a performance bank guarantee for 10% of the order value, which will be valid for 18 months from the date of dispatch or 15 months from the date of installation whichever occurs earlier, excluding claim period of three months. PBG shall be sent along with dispatch documents while claiming payment.
22. If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment/software by the Vendor at no cost to the indenter/buyer.
23. The successful bidder should submit acceptance of the Purchase Order immediately but not later than 15 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

24. Purchase Order number mentioned in the Purchase Order must be written on the material tag and be painted on the body of the items supplied.
25. In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the indenter/buyer reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.
26. The payment towards supply will be made by the NII within 30 days from the date of satisfactory Installation of equipment/s. Delay on the part on the indenter for installation cannot be treated as delay for penalty.
27. The vendor will have to train two users nominated by the indenter/buyer for a day (full-time) at his cost for operation of all the equipments supplied and installed. The training will be as per the satisfaction of the client/end user.
28. The tenderer has to comply with the environmental policy of NII.
29. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the events(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
30. In case of any dispute or difference arising out of the contract which can not be resolved mutually between NII and Seller, it shall be referred to a Sole Arbitrator to be appointed by the Director, NII. The Director, NII, shall communicate/cause to communicate, a panel of three names of persons to Seller/NII as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NII as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NII as the case may be has not communicated its selection as above within thirty days, Director, NII will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Delhi. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.

SECTION OFFICER (STORES & PURCHASE)

CHECKLIST

Name of Tenderer and address:

| Sl No | Items of tender to be checked | Yes/No/NA | Page No. of Tender document submitted by tenderer. | Remarks, if any |
|-------|--|-----------|--|-----------------|
| 1. | (a) Have you enclosed duly filled & signed Tender Form? | | | |
| | (b) Name of the firm and address with Landline phone/fax no. | | | |
| 2. | Name of the contact person with mobile no and email ID . | | | |
| 3. | Are you a SSI unit? If yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC? | | | |
| 4. | Have you kept validity of 90 days from the Tender Opening date? | | | |
| 5. | Have you furnished? ▪ Proof of GST No. ▪ Proof of PAN Card in respect of Firm or Proprietor as the case may be. | | | |
| 6. | Have you intimated the name and full address of your Banker (s) along with your Bank Account Number and also 9 Digit Code Number and IFSC Code of the Bank Branch? | | | |
| 7. | Have you submitted prices of goods in the Price Schedule? | | | |
| 8. | Discount offered on the latest price list. | | | |
| 9. | Have you enclosed other all declarations, documents required to be submitted as per Tender? | | | |

Kindly read and note the following:

- All pages of the Tender should be page numbered and indexed.**
- All prices must be extended and totalled wherever needed.**
- The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable (NA), it may be filled up as NA.**
- It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.**

(Bidder's Signature with date)

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

(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/shas not submitted any fake certificates/documents and later on if any such ‘certificates/documents’ found to be fake/wrong, any criminal and legal action can be taken against their Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.
- d. There are no complaints against my / our Firm such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

Signed on behalf of M/s
Place:
Date:

Undertakings
(to be given on the Letterhead of the FIRM)

An undertaking is given herewith that:

- (i) I/Firm will accept the split order for items against which lowest rates quoted by me/ my Firm.
- (ii) The brand new and agreed quality of materials will be supplied against the supply order of the Institute.
- (iii) 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.

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

TECHNICAL SPECIFICATION FOR GEL DRYING UNIT WITH VACUUM PUMP

Having drying area 350x450mm, Microprocessor for temperature control from ambient +5°C to 90°C with a timer from 0 to 999 minutes to heat gels from the base plate while connected to a vacuum pump to remove the moisture and dry gels homogeneously. The surrounding groove design and sealing silicon rubber mask ensure optimal sealing when connecting to a vacuum pump. User temperature calibration, Timer with alarm, 2 digital LED displays, throughput on 33 x 41cm sequencing gel or fifteen 10x10cm mini gels. Drying conditions 40minutes at 80 degree Celsius for sequencing gels or two to three hours at fifty degree for agarose gels.

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