

**NATIONAL INSTITUTE OF IMMUNOLOGY**

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**(NOTICE INVITING TENDER)**

NII/S&P/IMP-LAB/RC/2022-23

Date: - 3.6.2022

Director, National Institute of Immunology invites sealed tenders in single Bid System from the Original Manufacturers or their authorized distributors for entering into vendor Registration on Annual Rate Contract basis for the supply of "Fine Chemicals, Enzymes/Reagents & kits/Bio-chemicals/Antibodies/Solvents etc. and other related Lab Consumables" through Direct Import as detailed below:-.

Tender publication date	3.6.2022
Cost of Tender document (Non-refundable)	Rs.1180/- (Rupees One Thousand one hundred eighty only) (Inclusive of GST)
Last date and time for submission of Tenders	On or before 1.7.2022 (up to 11:00 AM)
Date & Time of Tender Opening	1.7.2022 (at 11:30 AM)
Earnest Money Deposit (EMD)- Refundable to unsuccessful bidders	Rs.50000/-(Rupees Fifty Thousands only) for each price schedule (Each Manufacturer/Brand/Make)

**THE COST OF TENDER DOCUMENT OF RS.1180/- (Inclusive of GST) ALONG WITH REQUISITE AMOUNT OF EMD MUST BE SUBMITTED IN THE FORM OF DD OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED.** DD/Pay Order towards cost of tender documents and EMD shall be in favor of "Director, NII, New Delhi-110067 payable at Delhi". ***Please write the name of Firm/Agency and Item/ Article with complete address on the back of the Demand Draft/Pay order.***

**Copy of Tender documents can be downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.nii.res.in](http://www.nii.res.in).**

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.

**The authorized distributor/dealer shall submit the original authorization letter from their principal company (s) for applying against this tender which should be valid for at least for 15 months.**

Director, NII reserves the right to cancel the tender or accept any or all tenders either in part or in full without assigning any reasons there for.

**Stores & Purchase Officer(S&P)**

## **SCOPE OF WORK**

National Institute of Immunology (an autonomous body under the administrative control of Department of Biotechnology, Ministry of Science & Technology, Govt. of India) is an established R&D Institute. NII is using R&D related lab consumables, chemicals etc. in order to ensure reproducibility of the research results and to attain scientific rigor on case to case basis.

Therefore, it has been decided to enter into an “Annual Contract basis” for supply of R&D related lab consumables/Chemical etc. Therefore, original manufacturers or their authorized distributors/dealers requested to offer products range with Price offer/Price List either on their Company letter Head, duly authenticated by respective manufacturer/s. The price list of foreign principle/manufacturers may also be enclosed.

## **GENERAL TERMS & CONDITIONS**

### **1. Definitions and Abbreviations used in this document represent as under:**

#### **(A) Definitions:**

- a) **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document;
- b) **“Tender”** means Bids/Quotation/Tender received from a Firm/Tenderer/Bidder;
- c) **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/Tender;
- d) **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract;
- e) **“Earnest Money Deposit (EMD)”** means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender;
- f) **“Contract”** means the written agreement entered in to between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc therein;
- g) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

#### **(B) Abbreviations used in this document to represent as under:**

- a) “T E Document” means Tender Enquiry Document;
- b) “NIT” means Notice Inviting Tenders;
- c) “GCC” means General Conditions of Contract;
- d) “DGS&D” means Directorate General of Supplies and Disposals;
- e) “NSIC” means National Small Industries Corporation;
- f) “LC” means Letter of Credit;
- g) “DP” means Delivery Period;
- h) “BG” means Bank Guarantee;
- i) “CD” means Custom Duty;
- j) “BL” means Bill of Lading;
- k) “FOB” means Free on Board;
- l) “FCA” means Free Carrier;
- m) “FOR” means Free On Rail;
- n) “CIF” means Cost, Insurance and Freight;
- o) “CIP” means Carriage and Insurance Paid up to named place of destination (consignee site);
- p) “DDP” means Delivery Duty Paid named place of destination (consignee site);
- q) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening.

## **2. Eligibility Criteria for Bidders**

### **A) Bidder meeting the following eligibility criteria with documentary evidence shall be eligible for tender:**

- i. The Bidder should be a Manufacturer/Distributor/Supplier/Agent duly authorized by the foreign Principals to quote on their behalf for this tender. Necessary documentary evidence must be enclosed, wherever applicable.
- ii. Tenderers should not be associated or have been associated in the past, directly or indirectly, with the Firm or any of its affiliates that the Purchaser engaged to provide consulting services for the preparation of the design, specifications, and other documents involved for the procurement of the goods under this Tender Enquiry. In support of this, the Tenderer shall furnish a declaration on their Letter Head.
- iii. The prices offered/Price List of only those Tenderers will be considered for comparing the prices who have been supplying the similar items (Make/Brand) at least for three years in India and in support of this, documentary proof must be submitted.
- iv. Tenderers have to note that over writing/white fluid entries shall be deleted, unless it is duly out /re-written and initialed. All pages of the bid, except for un-amended printed literature, shall be initialed 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.
- v. Rates offered in the bid and validity of bid 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. Agencies unable to provide validity of rates for one year need not apply.
- vi. Envelope containing DD/PO of requisite EMD shall be super-scribed as "EMD"
- vii. Envelope containing Tender Documents Fee/Cost of Rs.1180/- (Inclusive of GST) (Rupees One Thousand one hundred eighty only) shall be super-scribed as "Tender Document Fee".
- viii. Indian Agents of foreign suppliers (Authorized Representatives/Agents/Sales Consultants or by whatever name called) employed by foreign suppliers for the promotion of their product must be registered with any of the Ministries of Government of India. A copy of proof evidencing registration shall have to be provided with Bid.
- ix. The tenderer shall furnish with the tender relevant details and documents establishing its eligibility to quote and meeting stipulated qualifications to perform the contract if its tender is accepted.
- x. In case the tenderer offers to supply goods of a manufacturer/s, the tenderer has to be duly authorised by the goods manufacturer/s to quote and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect. In case Agent/Dealer represents more than one manufacturer, authorization of all represented Principals shall be submitted.
- xi. Tenderer shall furnish an AFFIDAVIT as per **Annexure-'A'** on a non-judicial stamp paper of Rs. 100/- which shall be duly notarized. Failing to furnish the AFFIDAVIT may render your tender liable for rejection.
- xii. The Authorization/Dealership letter of principal company/s issued after the date of publication of this tender is to be attached in original in the **Annexure-'B'**.
- xiii. Tenderers are requested to provide complete Bank Address with code & Account No. and other required details in **Proforma-A** for payment and other information relevant to tender. No Bill or request for part/advance payment will normally be entertained. RTGS details for payment of bills have also to be certified separately by the bank in which payment is to be transferred.
- xiv. The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be English language and may also be written in the Hindi language, provided that the same are accompanied by English translation. However, for the purpose of interpretation of the tender etc, the English translation shall prevail.

- xv. All goods to be supplied under the contract shall have their origin in any country other than those banned by India for trade relations. The term “origin” used in this clause means the place where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the related services are arranged and supplied.
- xvi. The tenderer shall bear all costs and expenditure incurred and/or to be incurred in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing thereof. The purchaser will in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- xvii. At any time prior to tender submission date, the purchaser may, for any deemed reason considered to be essential, modify the TE documents by issuing suitable amendment(s) to it. Such amendment notification with reference to the tender shall be posted in NII website. Tenderers must be watchful of NII website from time to time to see amendment notification, if any, related to this tender.
- xviii. Such an amendment may also be notified in writing by registered/speed post or by fax/e-mail to all known tenderers, which will be binding on them. NII shall not be responsible for such information not received by the prospective bidders for some reasons.
- xix. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tender and other corresponding deadlines of the tender.
- xx. A tender without compliance of any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- xxi. If the tenderer gives a false statement on any of the above information, the bids will be rejected and the EMD deposited shall be forfeited.
- xxii. Copies of IT Returns for the last three financial years (2018-19, 2019-20 & 2020-21)
- (i) Bidder has to submit the following documents for consideration of their Tender :
- Proof of GST No. and registration
  - Proof of PAN Card in respect of Firm or Proprietor as the case may be.
- xxiii. Tender sent by fax/telex/cable shall be ignored.
- xxiv. Vendors/Firms registered with GeM, MSME, NSIC, NCCF (for items specified by NCCF), shall be considered for registration/empowerment on the basis of registration certificate of such agencies along with other certified documents as above under Eligibility Criteria.
- xxv. All prospective bidders may kindly ensure that they are eligible to quote for this tender inquiry as per Office Memorandum- F. No. 6/18/2019-PPD dated 23.07.2020 (***place in file OM***) and amended from time to time by the Ministry of Finance, Department of Expenditure, Public Procurement Division, and furnish the required declaration to this effect, failing which their bids/tenders shall not be considered for further evaluation.
- xxvi. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). [Where applicable, evidence of valid registration by the DPIIT shall be attached].  
**(Ref. Annexure-C)**
- xxvii. It may be noted that prospective bidders/manufacturers, who have registered with the appropriate Government Departments, for their itemized list of products (Fine Chemicals, Enzymes/Reagents & kits/Bio-chemicals/Antibodies/Solvents etc and other related Lab Consumables) are advised to enclose a copy of such Registration Certificate alongwith the list of such products, duly self attested.
- xxviii. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

## **B) PRICES**

- i. The prices shall be offered in the following manner:

- ii. The price of the goods shall be offered FOB/FCA port of shipment. Please note that all FCA orders will be on FCA (International Carrier) INCOTERMS 2022 basis and as such Export Packing, Loading Charges, Inland Freight etc. in the shipper country will have to be paid by the Supplier. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder.
- iii. The price shall be CIF/CIP and bidder shall mention inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch. Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- iv. **The Tenderers should submit Price offer/Price List in Foreign Currency for items offered under import and in INR.** The Insurance & Freight Charges should not exceed 5% of FOB Value. Tenderer has to quote FOB price as well as CIF/CIP, New Delhi by mentioning Freight & Insurance charges separately. **No Ex-Works pricing will be considered.**
- v. **Discounts** offered shall be indicated clearly in terms of percentage on the manufactures price lists/Price offer. **Special discount/prices**, if any, applicable to the Research Institutions aided by the Govt. of India **should also be considered while making discount offer.**
- vi. Prices quoted by the tenderer shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price offer will be treated as non - responsive and rejected. **Tenderers are required submit hard and soft copy (excel sheet) of price in USB/CD as also hard copy and soft copy of Product catalogue of Manufacturer/Principal or Manufacturers/Principals represented by Dealer/Agent. A dealer/agent/authorized distributors representing more than one Manufacturer/Principal for the same product/s shall not be eligible. Discount, rate of taxes and other levies if any are to be specified clearly in the bid.**
- vii. 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-‘D’ 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”.**
- viii. The tenderer shall specify the rate as well as the total amount of customs duty payable and also the customs duty payable against CDEC as the purchaser is exempted from payment of full custom duty under extant rules of Govt of India against Customs Duty Exemption certificate to be issued by purchaser, if applicable, on the goods offered or in the Price List. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods offered.
- ix. **The tenderer must submit submit hard copy and soft copy (excel sheet) of price offered in the tender/Price List & product catalogue in USB/CD.**
- x. The amount of commission, if any, is payable in Indian Rupees only.
- xi. It is pertinent to mention that this Institute is registered with DSIR (Department of Scientific and Industrial Research), Ministry of Science & Technology, Government of India, vide Registration No. TU/V/RG-CDE(3)/2021 dated 20.9.2021 valid up to 31.08.2026 and under GST vide Reg. No. 07AAATN6040K1ZJ. We are eligible for the concessional GST/Custom Duty as per the new Notification No. 47/2017 and/or 45/2017 dated 14.11.2017 of Govt. of India, Ministry of Finance, and Department of Revenue, under the Category “Public funded research institution other than a hospital or a University or an Indian Institute of Technology or Indian Institute of Science, Bangalore or a National Institute of Technology/Regional Engineering College”. Prospective Bidders to kindly note the above and advised to quote accordingly.

### **3. EARNEST MONEY DEPOSIT (EMD)**



- 3.1 The tenderers registered during the tender validity period with MSME as micro or medium enterprises (MSE) or National Small Industries Corporation (NSIC), New Delhi for the specific goods as per requirement of tender enquiry shall be eligible for exemption from EMD. In such a case, valid registration copy from MSME (along with UAM number registered with Govt)/NSIC, as the case may be should be furnished.
- 3.2 Tenders received without Earnest money and not in proper form on the date of opening of tender will summarily be rejected. The Institute reserves the right to accept or reject any or all the tenders without assigning any reason.
- 3.3 The EMD shall be tendered in Indian Rupees only in either of the following modes:  
i) Account Payee Demand Draft  
ii) Pay Order
- 3.4 The demand draft or pay order shall be drawn on any Nationalised Bank in India or country of the tenderer, in favour of the "Director, National Institute of Immunology, New Delhi, India".
- 3.5 The EMD shall be valid for a period of ninety (90) days beyond the validity period of the contract. No interest shall be payable on the Earnest Money Deposit in any case
- 3.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after expiry of the resultant contract. Successful tenderer's EMD will be retained as security deposit for satisfactory performance of contract.
- 3.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.

#### **4. INDIAN AGENT:**

- 4.1 If a foreign tenderer has engaged an agent in India in connection with its tender then such tenderer, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:
- a) 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.
- b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- c) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item and agency commission is to be paid out of the bid price of foreign principal, it is compulsory for the Indian agent/authorized representative to be enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India.

#### **5. TENDER VALIDITY**

- 5.1 The tenders shall remain valid for acceptance for a period of 120 days (One Twenty days) after the date of tender opening mentioned in the TE document. Rate contract for procurement/supply of Imported Items, shall be valid for a period of 1 (one) year from the date of award and/or till the finalization of the tender for next year. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 5.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a period as may be specified. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ followed by surface mail. The tenderers agreed to extend the tender validity, shall extend the same without seeking any change or modification in their original tender and also accordingly extend the validity period of the EMD. However, if tenderer

expresses inability to extend the validity of tender, the EMD of such tenderer shall not be forfeited.

- 5.3 In case tenders validity date happens to be a holiday, the tender validity shall automatically stand extended to immediate next working day.

## **6. SIGNING AND SEALING OF TENDER**

- 6.1 The tenderers shall submit their tenders as per the instructions.
- 6.2 The tender document shall either be typed or scribed in indelible ink and the same shall be signed & stamped by the tenderer or by a person(s) duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, to be furnished along with the tender.
- 6.3 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any, shall be initialled by the same person(s) signing the tender. The use of erasure or overwriting in the tender may be avoided. However, in case of some error by the tenderer, the same may be corrected and initialled by the person(s) signing the tender to authenticate correction.
- 6.4 The Tenderer shall properly seal the envelop and to be duly super scribed mentioning "Reference No., Last Date For Submission of Tender, Date of Opening of Tender, Firm's Name & Address, Name of item as mentioned in NIT".
- 6.5 If the envelope is not sealed and marked properly as above, the purchaser will not own any responsibility for its misplacement, premature opening, late opening etc.

## **7. SUBMISSION OF TENDERS**

- 7.1 The tenders must be submitted in a sealed and duly super scribed envelope addressed to Director, National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067 **or can be dropped** in the tender box located at reception so as to reach by **1.7.2022 at 11:00 AM**. The tender received late, will be rejected without any consideration.
- 7.2 The designation of the nominated officer to receive the bulky tender which cannot be put in the tender box is: Stores & Purchase Officer & Store & Purchase Department, National Institute of Immunology, New Delhi. The tenderer may obtain a receipt after hand delivery of tender.
- 7.3 The tenderers must ensure that they submit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box within the specified closing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the immediate next working day.
- 7.4 Tenderer must furnish required details in the 'Check list Form' and 'Bid Submission format'.

## **8. LATE TENDER**

A tender, which is received after the scheduled closing date and time will be treated as "LATE" tender and will not be considered for evaluation.

## **9. ALTERATION AND WITHDRAWAL OF TENDER**

- 9.1 After tender submission, the tenderer may alter / modify its tender provided that such alterations / modifications are received duly signed, sealed and marked like the original tender, within the due date and time for submission of tenders. Alterations / modifications to tenders received after the due date and time will not be considered.

9.2 No tender should be withdrawn after the due date and time of tender submission and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

## **10. OPENING OF TENDERS**

10.1 Three of the authorised NII officials who jointly own the responsibility for the tenders will open the tenders on the scheduled date and time and at the specified place as indicated in the NIT.

10.2 In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

10.3 Authorized representative of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding tenderers.

10.4 The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses etc.

10.5 During the tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, price, special discount if any, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s).

## **11. SCRUTINY AND EVALUATION OF TENDERS**

11.1 **Basic Principle** - Evaluation of tenders shall be based on the terms & conditions already incorporated in the TE document and the extent to which the tenders received conform to the stipulated terms & conditions. No new condition will be added while scrutinizing and evaluating the tenders. **Conditional, Unsigned, Late & Delayed tenders will not be considered.**

11.2 **Preliminary Scrutiny of Tenders** - The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders not meeting the basic requirements are liable to be treated as non – responsive and will be summarily rejected.

## **12. DISCREPANCIES IN PRICES**

12.1 In case discrepancy is noted between the unit price and the total price (Total price = unit price x quantity), the unit price shall prevail and the total price shall accordingly be corrected in the comparative. Where the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in such case the total price as quoted shall prevail over the unit price and the unit price in the comparative shall be corrected accordingly.

12.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

12.3 If, as per the observation of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. In case the tenderer refuse to agree to the observation of the purchaser, the tender is liable to be rejected.



### **13. QUALIFICATION CRITERIA**

- 13.1 Tenders not found meeting the required Qualification Criteria will be treated as non-responsive and will not be considered.

### **14. CONVERSION OF TENDER CURRENCIES TO INDIAN RUPEES**

- 14.1 In case of the tender, where TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency i.e., Indian Rupees for the purpose of equitable comparison and evaluation, as per the BC selling exchange rates established by the State Bank of India/Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

### **15. ASSESSMENT OF TENDERER'S CAPABILITY TO PERFORM THE CONTRACT**

- 15.1 Through the above process of tender scrutiny and tender evaluation, the purchaser will assess whether the tenderer whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract to the entire satisfaction of purchaser.
- 15.2 Assessment will inter-alia, take into consideration the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details furnished by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser, including their previous performance record.

### **16. CONTACTING THE PURCHASER**

- 16.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any matter relating to this tender, a written request only from the tenderer should be sent to the purchaser.
- 16.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of such Firm shall be liable for rejection in addition to appropriate administrative action as the purchaser may deem fit.

### **17. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OR ALL TENDERS**

- 17.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 17.2 The final acceptance/decision on the rate contract will be taken after screening the offers by a duly constituted committee and the Director reserves the right to accept/reject the tender wholly or partially without assigning any reasons thereof.
- 17.3 The annual contract can be terminated at anytime without assigning any reasons by giving one month notice.
- 17.4 Nil as a purchaser has every right to terminate the contract during the validity of the contract period, if it is found that the services and their products of selected tenderer/ agency are found unsatisfactory/inferior, including furnishing misleading information.

### **18. AWARD CRITERIA**

18.1 The contract will be awarded to the lowest evaluated responsive tenderer or as may be decided by the purchaser.

**19. NOTIFICATION OF AWARD**

19.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email that its tender for supply of goods have been selected by the purchaser. The tenderer must send confirmation of acceptance in writing by registered/speed post essentially for the description, quantity of the goods and prices accepted.

19.2 The notification of Award shall constitute Contract after categorical acceptance of purchaser's offer by the tenderer.

**20. ISSUE OF CONTRACT**

20.1 Soon after notification of award, the purchaser will mail two copies of contract form duly completed and signed to the successful tenderer by registered/speed post.

20.2 Within fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

20.3 The purchaser reserves the right to issue the notification of Award consignee wise.

**21. ACCEPTANCE TO CONTRACT BY THE PURCHASER**

21.1 Failure of the successful tenderer in returning contract copy duly signed in terms of tender shall render the tenderer liable for forfeiture of its EMD and other actions by the purchaser against it as per the clause of Termination of default.

**22. CORRUPT OR FRAUDULENT PRACTICES**

22.1 It is required by all concerned namely the Consignor/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(i) defines, for the purposes of this provision, the terms set forth below as follows:

"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; and

(ii) "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 Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(iii) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(iv) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## **23. PACKING AND MARKING**

- 23.1 Packing to secure the goods shall be provided by the supplier to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 23.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 23.3 Packing instructions: The supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a. contract number and date
  - b. brief description of goods including quantity
  - c. packing list reference number
  - d. country of origin of goods
  - e. consignee's name and full address and
  - f. supplier's name and address

## **24. WARRANTY AND QUALITY**

The tenderer shall be fully responsible for the manufacturer warranty in respect of quality of the materials covered in the Annual Rate Contract. In case of any defects found at the time of supplied usage of item, the supplier will be liable to provide free replacement or refund the amount charged for that item, failing which the Annual contract of the firm may be cancelled and no refund of performance security shall be made to supplier.

## **25. TERMS OF DELIVERY**

- 25.1 In the event of a tender being accepted and order being placed for supply of the requisite stores as per delivery schedule, if the tenderer fails to supply the stores ordered or commits a breach of any of the tender conditions, then Earnest Money Deposit will liable to be forfeited.
- 25.2 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract or within maximum **(42) Forty Two days**, unless otherwise agreed to between the purchaser and suppliers.
- 25.3 The supplier will be liable to the purchaser for any excess costs incurred for procurement of goods or services not delivered in time. Delayed supply/non-compliance of complete order may also lead to cancellation of Contract.

## **26. TRANSPORTATION OF GOODS**

- 26.1 The supplier shall follow the instructions mentioned below:
- a. The supplier shall not arrange part shipments and/or transshipment without the express/prior written consent of the purchaser. Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference

- lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.
- b. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable.
  - c. In the case of FOB/FCA contract, the date of issue of the Bill of Lading/Air Way Bill shall be considered the date of delivery.

## **27. INSURANCE**

- 27.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- 27.2 Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- 27.3 Where delivery of goods offered for import from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.

## **28. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS**

- 28.1 The supplier shall send all the relevant despatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.
- 28.2 Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract the complete details of despatch and also supply the following documents to them by email/fax/registered post / speed post (or as instructed in the contract): -
  - (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
  - (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
  - (iii) Four Copies of packing list identifying contents of each package;
  - (iv) Insurance Certificate;
  - (v) Manufacturer's/Supplier's warranty certificate;
  - (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
  - (vii) Manufacturer's own factory inspection report;
  - (viii) Certificate of origin
  - (ix) Port of Loading;
  - (x) Port of Discharge and
  - (xi) Expected date of arrival.

## **29. MODIFICATION OF CONTRACT**

- 29.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - a) mode of packing,
  - b) Incidental services to be provided by the supplier

- c) Mode of despatch,
  - d) Place of delivery, and
  - e) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 29.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall reply accordingly to the purchaser within seven days from the date of receipt of the purchaser's amendment / modification of the contract.

### **30. TERMS AND MODE OF PAYMENT**

- 30.1 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignee/s.
- 30.2 While claiming payment, the supplier shall certify that the payment claimed in the bill is strictly in terms of the contract including amendment/modification thereto, and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 30.3 The important documents that the supplier is required to furnish the following for claiming payment:-
- i) Original invoice
  - ii) Bill of lading/Airway Bill/ Rail Receipt or any other dispatch document issued by a government agency (like postal department) or any other agency authorized by the concerned Ministry/ Department.
  - iii) Packing list identifying contents of each package;
  - iv) Manufacturer's/Supplier's warranty certificate;
  - v) Inspection certificate issued, if applicable as per contract;
  - vi) Manufacturer's own factory inspection test certificate.
  - vii) Certificate of country of origin of the goods.
  - viii) Port of Loading and Port of Discharge as applicable.
  - ix) Consignee's receipt certificate confirming receipt and acceptance of goods.
  - x) Any other document specified.
- 30.4 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges/recoveries as per terms & conditions of contract.
- 30.5 The supplier shall not claim any interest on payments under the contract.
- 30.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

### **31. DELAY IN THE SUPPLIER'S PERFORMANCE**

- 31.1 The supplier shall supply the goods and perform the services under the contract within the schedule time specified by the purchaser in the contract.
- 31.2 Subject to the provision under Contract, any unexpressed delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
- (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its performance security and EMD
  - (iii) Termination of the contract for default.



- 31.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's intimation, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 31.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expenses related to such supply shall bind the purchaser.

## **32. LIQUIDATED DAMAGES**

- 32.1 If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract.

## **33. TERMINATION FOR DEFAULT**

- 33.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 33.2 In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- 33.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **34. TERMINATION FOR INSOLVENCY**

- 34.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

## **35. FORCE MAJEURE**

- 35.1 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.

### **36. TERMINATION FOR CONVENIENCE**

- 36.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 36.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

### **37. RESOLUTION OF DISPUTES**

- 37.1 In case of any dispute or difference arising out of the contract which cannot 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, names of three members panel 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.

### **38. APPLICABLE LAW**

- 38.1 The contract shall be governed by and interpreted in accordance with the law of land in India for the time being in force.

### **39. FAILURE TO SUPPLY AND RISK PURCHASE CLAUSE**

- 39.1 If the supplier fails to supply any stores in accordance with the terms and conditions herein provided and those agreed with the NII, or fails to replace the stores as may be rejected by the NII, within the time stipulated, the NII shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase such stores (of the same specifications) from any other source and at such price as the NII shall in their sole discretion think fit and if such price shall exceed the rate set out in contract, the supplier shall be liable to pay to the purchaser the difference between the price at which such stores have been purchased by the NII and at the price set out in the contract plus 10% overheads. The risk purchase and payment of difference with overheads in terms thereof shall not absolve the supplier from the

liability to pay damage as may be suffered and claimed by the NII due to the failure of the supplier to make timely and proper delivery of the contracted stores.

- 39.2 Provided however, if such failure referred to in clause (a) above shall have arisen from an act of God or disorganization of public transport, thunder, flood, earthquake or any other inevitable or unforeseen circumstances beyond human control including any cause directly or indirectly interfering with the supply of raw materials such as limitation of import license or any other cause which the NII may admit as reasonable ground for non-supply in time as may be justified by the circumstances of the case, the purchaser may forego the claim for any such loss or damage.

**SIGNATURE & SEAL OF TENDERER**

**STORES & PURCHASE OFFICER (S&P)**

## CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks, if any
1. a.	Have you enclosed EMD of required amount?			
b.	Have you enclosed the tender documents fee?			
2. a.	Have you enclosed duly filled & signed Tender Form			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by MSME/NSIC			
4.	Have you submitted manufacturer's valid authorization certificate (manufacturer-wise, if applicable)?			
5.	Have you enclosed Price List/Price offer for goods of tender?			
6.	Have you kept validity of 120 days from the Tender Opening date?			
7.	Have you furnished? ▪ Copies of IT Returns for the last three financial years ▪ Proof of 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 (Principal company and Local Distributor)			
9.	Have you enclosed other all declarations, documents required to be submitted as per Tender in including Annexure-'A, B & C including Proforma-A?			
10.	Have you enclosed other all declarations, documents required to be submitted as per Tender			
11.	Have you offered discount on Price List/Price offer. Mention rate of discount (including special discount, if any) on the offered price.			

**N.B.**

- 1. All pages of the Tender should be numbered and indexed.**
- 2. Tenderer must ensure that all documents/confirmations listed above are enclosed/provided in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.**
- 2. It is the responsibility of tenderer to go through the tender document to ensure that all required documents in addition to above are furnished in the tender.**

\_\_\_\_\_  
(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)

### BID SUBMISSION FORMAT

(Please submit your bid in the given format)

ITEM DESCRIPTION/PARTICULARS	YES/NO/FURNISH INFORMATION (NO DEVIATION ACCEPTED)
Tender Ref. No & Date	
Name of supplier	
Category for which Rate Contract is applied (i.e. Direct import/Custom Bonded warehouse)	
Whether applicable Price list is printed or duly certified computer generated? Whether soft copy of Price List or computer generated price list provided n CD in addition to hard copy	
Mention the name of manufacturer in the price list for which rate contract is applied.	
Whether the Authorization letter/s of Principal company/s in favor of its Dealer company issued after the date of publication of this tender is to be attached in original has been enclosed as per format provided in the tender.	
Whether authorization from all the manufacturers is enclosed?	
In case of items under import category, whether price list in foreign currency is attached?	
Discount offered (including special discount) on printed list price/offered price.	



Whether you have read and understood the terms and conditions mentioned TE documents and whether you accept them unconditionally?	
Whether you accept that if the ordered material is not supplied within the stipulated period then NII reserves the right to cancel the order/not to accept the ordered materials	

**Signature of Authorized signatory & Seal**

**“ANNEXURE-A”**

**AFFIDAVIT**

**Each Tenderer/Bidder has to submit an affidavit, on e-stamp paper of Rs. 100/- (duly notarized) to 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. Deptts./Govt. Institutions etc.

**Signature of the Bidder/Tenderer**

**On behalf of M/s.**

**Seal:**  
**Place & Date**

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Dated \_\_\_\_\_

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

Dear Sir:

We who are established and reputed manufacturers of the “Fine Chemicals, Enzymes/Reagents & kits/Bio-chemicals/Antibodies/Solvents etc and other related Lab Consumables” through Direct Import/Custom Bonded Warehouse 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 General Terms and Conditions for the goods and services offered by the above firm.

This authorization is valid up to (minimum for 15 months) \_\_\_\_\_/until revoked

**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.

<b>NATIONAL INSTITUTE OF IMMUNOLOGY, New Delhi</b>		<b>Proforma-A</b>
Tender Enquiry Ref No.: NII/S&P/IMP-LAB/RC/2022-23		Date: 3.6.2022
1	<b>PROCUREMENT GROUP NAME</b> (Fine Chemicals, Enzymes/Reagents & kits/Bio-chemicals/Antibodies/Solvents etc and other related Lab Consumables)	
2	<b>Name of the Firm/Manufacturer/Principal</b>	
3	<b>Complete Correspondence Address</b>	
	<b>Status of Firm whether / Manufacturer / Principal / Manufacturer's authorized agent</b>	
	<b>Phone</b>	
	<b>Fax</b>	
	<b>e-mail ID</b>	
4	<b>Factory/Setup Address</b> - if manufacturer /principal (In case there is more than one factory, write as Unit-1, Unit-2 so on)	
	<b>Phone</b>	
	<b>Fax</b>	
	<b>e-mail ID</b>	
	<b>CONTACT PERSON (Name &amp; Designation)</b>	
	<b>CONTACT PERSON NO. (MOB.)</b>	
5	<b>Name &amp; Address of authorized Agent, if like to incorporate in Rate contract.</b> (in case applicable)	
	<b>Phone</b>	

	<b>Fax</b>	
	<b>e-mail ID</b>	
	<b>CONTACT PERSON (Name &amp; Designation)</b>	
	<b>CONTACT PERSON NO. (MOB.)</b>	
6	<b>Delivery Period</b> (write specifically Day/Week/Month)	
7	<b>Ex-Works Supplies Discount</b> (Mention NA, in case not applicable)	
8	<b>Status of the Firm (SMALL/MEDIUM/LARGE SCALE)</b>	
9	<b>Registration with NSIC</b> (Registration No. & date and validity date with a copy of evidence)	
10	<b>Brand</b> (Name)	
11	<b>Total turnover for preceding 3 Financial Years</b> (in Rs.) <b>[A separate letter head providing turnover duly certified by Chartered Accountant must also be attached with tender)</b>	
12	<b>Warranty/Guarantee</b> (specify as per terms of tender)	
13	<b>Details of your Bank for payment transfer through RTGS/NEFT</b>	To furnish below (Also to be submitted on letter head duly verified by the bank)
i	Contact person name of Firm with Phone, Fax No. & Email ID	
ii	Name of Bank & Branch	
iii	Bank address and contact number	
iv	9 digit code number of Bank and Branch	
v	IFSC code of the Bank branch for fund transfer via RTGS	
vi	Type of Bank Account (Saving, Current or Cash Credit Account)	
vii	Complete Bank Account number as printed in cheque book	
14	<b>Name of Person along with contact no. &amp; email ID authorized by the Firm to sign tender and deal with NII for all post tender activities.</b>	
15	<b>Any other discount offered</b> (at the option of the Firm) - mention details of such discount, if any	
16	<b>GST registration No. &amp; Date</b> (copy of registration	



6	to be enclosed with Technical Bid)	
1 7	<b>PAN No.</b> (copy of PAN to be enclosed with the Technical Bid)	
1 8	<b>Earnest Money Deposit (EMD) payment details</b> (in case not registered with NSIC) - Registration of NSIC regd Firms should be valid as on the date of tender)	To furnish below
	DD/PO No. & Date	
	Bank Name	
	Amount	
1 9	<b>UAM number</b> (if the firm is MSE)	
2 0	<b>Remarks, if any</b>	
	<b>Signature of Authorized signatory &amp; Seal</b>	
	<b>Name of Person signed</b>	
	<b>Designation</b>	
	Place:	
	Date:	

**DECLARATION**

**We**\_\_\_\_\_ hereby certify that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subsidiary from such countries.

**We**\_\_\_\_\_ certify that this \_\_\_\_\_(bidder name) is not from such a country or, if from such a country, has been registered with the Department of Promotion of Industry and Internal Trade (DPIIT).

**We**\_\_\_\_\_ hereby certify that this \_\_\_\_\_(bidder name) fulfils all requirements in this regard and is eligible to be considered for procurement.

**We**\_\_\_\_\_ has not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong, and criminal and legal action can be taken against my/our Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.

**Signature of the Bidder/Tenderer (Name)**

**Seal of the Company**

**Note:** This declaration should be on **Letterhead of the company** 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 Technical bid.

**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 tender 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, 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.

**Signature of the Bidder/Tenderer**

**On behalf of M/s.**

**Seal:**

**Place & Date**