



**National Institute of Immunology
New Delhi-110067, INDIA**

Tender Enquiry No NII/EQP/S&P/APR-FCA/2021-22

Dated: 31.5.2021

**Tender Document for procurement of “High end multicolor Flow
Cytometer Analyzer”**

**NATIONAL INSTITUTE OF IMMUNOLOGY
ARUNA ASAF ALI MARG, NEW DELHI-110067**

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NOTICE INVITING TENDERS

Sub: Notice Inviting Tenders for procurement of “High End Multicolor Flow Cytometer Analyzer”

National Institute of Immunology, New Delhi invites sealed Tenders from reputed Manufacturers/ Authorized Dealers /Tenderer for procurement of above mentioned item.

All interested vendors are requested to send their sealed quotation for supply of the above item as per details technical specification given on Page no. 33-34 and as per the Bid Submission details mentioned in Annexure - G. The Important information related to tender are as follows:

1.	EMD Amount	Rs. 1,50,000/- (Rupees One lakh fifty thousand only) 1. To be paid through DD/PO:- In favour of Director, National Institute of Immunology, payable at New Delhi-110067 2. Also RTGS/NEFT. NII, New Delhi Bank details are under: Beneficiary Name: National Institute of Immunology, New Delhi Bank Name: CANARA BANK Branch Address: Jit Singh Marg, New Delhi-110067 Bank Account No.: 1484101001636 IFSC Code: CNRB0001484 (This is mandatory that UTR Number (in case of RTGS/NEFT) is provided in the Technical
2.	Tender Cost	Rs 1180/- (Rs. One thousand one hundred eighty)-Non Refundable {18% GST included}
3.	Performance Security	10% of CIP/CIF value
4.	Warranty	5 Years (Vendor should show cost of 3 year warranty and additional two years warranty making total warranty of 5 years)
5.	Last date for receipt of queries	29.6.2021
6.	Date of pre bid meeting <optional>	NIL
7.	Last Date and Time for receipts of Bids	Up to 17:00 Hrs. on 29.6.2021
8.	Opening of Technical Bid	11:00 Hrs. on 30.6.2021
9.	Place of Bid Submission	Tender Box (located at reception) National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067
10.	Address of Communication	Director, National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067
11.	Contact Phone Numbers	011-26703505
12.	E-mail Address	Equipment_cb@nii.ac.in ; mahender@nii.ac.in

***Tender document can be downloaded (from 1.6.2021 to 29.6.2021) from NII Website (www.nii.res.in/others/tenders) or from CPPP portal (www.eprocure.gov.in)**

STANDARD TERMS AND CONDITIONS (STC)

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. 1180/- (Included 18% GST) is kept by NII.
- 4. EMD (if applicable):** The Tenderer should submit an EMD amount **Rs 1.50 lakh (Rs One lakh fifty thousand only)** through DD/PO/RTGS/NEFT. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful Tenderers after the award of contract. Refer to Schedule (at page 2 of this document) for its actual place of submission.
- 5. The firms registered with MSME/National Small Industries Corporation (NSIC) for these items (Not eligible for Services category) are exempted from depositing bid security. However, valid registration certificate with the tender in a sealed envelope superscripted as "BID SECURITY DEPOSIT".**
 - ❖ Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
 - a) District Industries Centre
 - b) Khadi and Village Industries Commission
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation
 - f) Directorate of Handicraft and handloom and
 - g) Any other body specified by the Ministry of MSME
 - ❖ For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar

Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

- ❖ The MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender. In case the registration certificate is dated after the publication of the tender, the Purchaser reserves the right to visit the MSE's facility/ works to judge whether the unit has the necessary infrastructure, technical and other capabilities to carry out the tendered work/job/supply/project.
 - ❖ **The PUBLIC PROCUREMENT POLICY FOR MSEs is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item(s) he is proposing to bid in the tender.**
 - ❖ The MSE Registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
 - ❖ The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry.
 - ❖ The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
 - ❖ The Start-up companies, recognized by DIPP are exempted from payment of EMDs.
 - ❖ Relaxation prior turnover and prior experience is applicable only to all start-ups recognized by Department for Promotion of industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Start-ups may be MSMEs or otherwise.
- 6. Refund of EMD:** The EMD will be returned to unsuccessful tenderers only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
- 7. 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.
- 8. 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 till 07 (seven) days 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.

9. 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.

10. Documents Comprising the Bid

The bid is required to be submitted in **two parts**. One part is the ‘**Technical Bid**’ and the second part is the ‘**Financial/Price Bid**’.

10.1 ‘Technical Bid’

10.1.1 ‘**Technical Bid**’ prepared & filled-in by the Bidder shall include the following (without indicating the price in the ‘Bid Form’):

- Check list in **Form-1**
- Details to be filled by Firm in the attached in **Form-2**
- EMD and tender fee as Specified in the ‘Invitation to Bid’;
- Quotations should preferably be typewritten and any correction or over-writing should be initialed. Rates to be indicated both in words and figures
- Self-certificate for local content in ‘**Annexure-A**’
- Notarized Affidavit in a e-stamp paper of Rs. 50/- in ‘**Annexure-B**’ ;
- **Declaration for shares a land border country with India in ‘Annexure-C’**
- Fall clause notice certificate in ‘**Annexure-D**’
- Declaration Sheet in ‘**Annexure-E**’
- List of Govt Research Institutes/Organization supplied - in ‘**Annexure-F**’
- Bank details regarding the electronic fund transfer/RTGS in ‘**Annexure-G**’
- Manufacturer’s Authorization Form in ‘**Annexure-H**’
- Technical Specification in ‘**Annexure- I**’
- Technical compliance statement form in ‘**Annexure- I-1**’
- Price Bid (for Indigenous Items) in ‘**Annexure- J**’
- Price Bid (for imported Items) in ‘**Annexure- J-1**’
- Performance Statement;
- Authorization letter for the person signing the tender document by the firm and his signature with status in the firm should have been duly attested by the owner/partner/Director of the tendering firm also (in case the tender document is not signed by authorized person/Owner/Partner/Director, the same will be rejected).
- 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.
- The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any, and the estimated life of the equipment offered.
- If the demonstration of the goods/equipment’s 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.
- Affidavit on ‘E-stamp paper (duly notarised)’ as **required under point-6 above**.

10.1.2 Copies of IT Returns for the last three financial years (2017-18; 2018-19 & 2019-2020)

(i) 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.

10.1.3 Eligibility and Qualifications

- (i) All prospective bidders may kindly ensure that they are covered to quote for this tender inquiry as per Office Memorandum- F. No. 6/18/2019-PPD dated 23.7.2020 issued 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.
- (ii) 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)
- (iii) Tenderer should be the manufacturer/authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) specific to the tender should be enclosed.
- (iv) An undertaking from the OEM is required stating that they would facilitate the tenderer on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-C)
- (v) OEM should be Nationally/Internationally reputed Company.
- (vi) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between tenderer specification and supporting documents etc. may lead to rejection of the bid.
- (vii) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (viii) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product

10.1.4 Purchase Preference under 'Make in India' Policy

- Purchase preference shall be given to all local Suppliers in all procurements undertaken by the Purchaser in the manner prescribed by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P-45021/2/2017-PP (BE-II) dated 04 June 2020.
- Purchase preference shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b) If L1 bid is not a 'Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local

supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.
 - iv. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by the procuring entity.
- Bidders are required to submit necessary certificates & documents as detailed in the above referred GOI Order in support of their claim to avail benefit against this order.

Note: The bidders who claim Purchase Preference under 'Make in India' Policy shall fulfill all requirements of tender document applicable for Indigenous Manufacturer.

- **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of bidding shall be required to indicate percentage of Local Content and provide self-certification that the items offered meet the local content required for Class-I local supplier'/'Class-II local supplier' and shall give the details of the location(s) at which the local value addition is made (Refer **Annexure –A**, Sample Forms).
 - b. False declarations will attract banning of business of the bidder or its successor(s) for a minimum period of three years along with any other penal action as may be deemed fit including rejection of the offer, forfeiture of all dues including EMD/ Security Deposit/banning of the firm along with all partners of the firm as per provisions of Purchase Manual for procurement of Good/GFR-2017.
 - c. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference for procurement for the duration of debarment. It will be the bidder's responsibility to provide self-certification, clearly stating that the bidder is not serving debarment from any procuring entity for the tendered item at the time of tendering.

- **Exemption of small purchases:** Procurements where the estimated value to be procured is less than Rs 5 (Five) Lakhs shall be exempt from above.
- **FAILURE TO SUBMIT THE ABOVE DOCUMENTS MAY RENDER A TENDER UNACCEPTABLE.**

10.1.5 Documents Establishing Goods' Eligibility and Conformity to Bid Document

- 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.
- Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications (Ref. Annexure I).** 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 detailed description of the essential technical and performance characteristics of the goods;
 - 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
 - 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.

10.1.6 Period of validity of Bids

- 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.

10.2 Financial/Price Bid

10.2.1 Financial/Price Bid shall comprise the 'Technical Bid' with price indicated in the 'Price bid':

- 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 price bid.
- 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, freight and GST as applicable), including all taxes already paid or payable
 - **Taxes:** We are exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Customs Duty, if any, should be shown separately.** Please mention the applicable taxes (GST) 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.**
- Prices indicated shall be entered separately in the following manner (for Imported Items). **Bidder shall quote unit price and total bid price on CIF/CIP basis in the price bid.**

- (iv) Prices quoted by the bidder 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 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.

11.Format and Signing of Bid

- (i) The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Technical Bid and the other shall contain the Financial/Price 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.

12.Submission of Bids

Sealing and Marking of Bids

- (i) **The bidder shall seal the Technical Bid and the Financial/Price Bid in two separate envelopes** duly marked as **“Technical Bid”** and **“Financial/Price Bid”** respectively with the name of firms. Both the envelopes shall then be sealed in one outer (main) envelope.
- (ii) **The inner and outer envelopes shall:**
 - Be addressed to the Purchaser (On behalf of the Director, NII) at the following address:

Section Officer (Stores and Purchase)
National Institute of Immunology
Aruna Asaf Ali Marg
New Delhi-110067 (INDIA)
 - Bear the Equipment 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.**

13. Deadline for Submission of Bids

- (i) Bids must be received by the Purchaser (NII) at the address specified under Clause 12-(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.

14.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.

15.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).

16. OPENING AND EVALUATION OF BIDS

16.1 Opening of Bids by the Purchaser (NII)

The offline bid will be opened by a committee duly constituted for this purpose. Offline bids (complete in all respect) received along with UTR info of EMD fund transfer (if any) will be opened as mentioned at "Schedule" in presence of Tenderer's representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected. The technical bid will be opened offline first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which are technically qualified as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The tenderer if interested may participate on the tender opening Date and Time. The tenderer should produce authorization letter from their company to participate in the tender opening. The NII will not pay any TA/DA for presentation/ demonstration.

16.2 Preliminary examination and evaluation of Technical Bids

The Technical Bids will be opened by NII (i.e. by an 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. 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.
- (ii) 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.
- (iii) 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.
- (iv) **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.

16.3 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 FOR cost of purchase after all discounts, freight, forwarding, insurance (ware house to ware house), custom clearing charges taxes etc. shall be the basis of evaluation.
 - **Imported Offers :** The CIF/CIP price shall be the basis of evaluation (ware house to ware house basis)
 - **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.

17. 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.

18. 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.

19. 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.

20. 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.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

The abbreviations, which have been used in these documents, shall have the meanings and definitions as indicated below against each:

a. Definitions:

1. **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
2. **“Tender”** means Bids/Quotation/Tender received from a Firm/Tenderer /Bidder.
3. **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/Tender.
4. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
5. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender.
6. **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
7. **“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:

- (i) **“NIT”** means Notice Inviting Tenders.
- (ii) **“GCC”** means General Conditions of Contract
- (iii) **“NSIC”** means National Small Industries Corporation
- (iv) **“LC”** means Letter of Credit
- (v) **“DP”** means Delivery Period
- (vi) **“BG”** means Bank Guarantee
- (vii) **“CD”** means Custom Duty
- (viii) **“BL”** means Bill of Lading
- (ix) **“FOB”** means Free on Board
- (x) **“FCA”** means Free Carrier
- (xi) **“FOR”** means Free On Rail
- (xii) **“CIF”** means Cost, Insurance and Freight
- (xiii) **“CIP”** means Carriage and Insurance Paid up to named place of destination
(Consignee site)
- (xiv) **“INCOTERMS”** means International Commercial Terms as on the date of Tender Opening

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

The Supplier shall not, without the Purchaser's prior written consent, 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. 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.

5. 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.

6. Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee equivalent to 10% of the cost of equipment, issued by any Indian Nationalized Bank within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period.

7. Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

8. Packing Instructions:

(i) 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 Address
- Consignee details
- Packing list reference number

(ii) 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.

9. Delivery and Documents:

Delivery of the goods including satisfactory installation and commissioning shall be made within a maximum of 08-10 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- 2 Copies of the Supplier invoice showing contract number, goods, description, quantity
Unit price, total amount, Taxes etc.;
- Insurance Certificate (warehouse to warehouse, final destination i.e. NII);
- Manufacturer's/Supplier's warranty certificate;
- Inspection Certificate issued by the nominated inspection agency, if any
- Supplier's factory inspection report; and
- Certificate of Origin (if possible by the beneficiary);
- Two copies of the packing list identifying the contents of each package.

- The above documents should be received by the Purchaser 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 consequent expenses.

10. Liquidated Damages (L.D):

If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery and installation from the supplier at the rate 0.5% of the total order value per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Purchase Order terms as decided by the Director of the Institute.

11. Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated.

- The price should be quoted without custom duty and IGST, since NII, New Delhi is exempted from payment of IGST and is eligible for concessional rate of custom duty. Necessary document/certificate will be issued on demand.
- **In case of imports, the price should be quoted on CIF/CIP Basis only.** NII will make necessary arrangements for the clearance of imported goods at the Airport/Seaport. Hence the price should not include the above charges.
- In case of CIF/CIP shipments, kindly provide the shipment information at least 3 days in advance before landing the shipment along with the documents i.e. invoice, packing list, forwarder Name, address, contact No. in India to save demurrage charges (imposed by Indian Customs). Otherwise these charges will be recovered from the supplier/Indian Agent.

12. Insurance:

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. If orders placed on CIF/CIP basis, the insurance should be up to NII, New Delhi.

13. Warranty:

- 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).**
- **Material shall have comprehensive warranty for 5 Years (Vendor should show cost of 3 year warranty and additional two years warranty making total warranty of 5 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.**
- 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.**
- **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.**

- 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.

14. Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

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

15. 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 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.

16. Transfer and Subletting: The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

17. 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.

18. Installation & Demonstration

- The supplier is required to do the installation and demonstration of the equipment within two weeks of the arrival of materials at the NII, site of installation, otherwise the penalty clause will be the same as per the supply of materials.
- In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. NII will not be liable to any type of losses in any form.

19. 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 equipment's shall also be the responsibility and at the cost of the Supplier.

20. Manuals and Drawings:

- i. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser 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.

21. Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

22. Taxes

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. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

23. Duties

NII is exempted from paying custom duty under notification No.51/96 (partially or fully) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party:

- a) Shipping details i.e. Master Airway Bill No. and House Airway No. (If exists)
- b) Invoice and packing list
- c) Country of origin
- d) Forwarder details i.e. Name, Contact No., etc.

24. Payment:

- I. **For Indigenous supplies**, 100% payment shall be made by the Purchaser after successful installation and inspection, commissioning and acceptance of the equipment at NII in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 6 of (GTCC) tender terms and conditions.
- II. **For imported items** Payment will be made through irrevocable Letter of Credit (LC)/Via transfer. Letter of Credit (LC) will be established in favor of foreign Supplier after the submission of performance Security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% FOB/CIF value. 90% of the LC amount shall be released on presentation of complete and clear shipping documents and 10% of the LC amount shall be released after the installation and demonstration of the equipment at the NII site of installation in faultless working condition for period of 30 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 6(GTCC) of tender terms and conditions.

- III. Indian Agency commission (IAC), 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.
- IV. All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.
25. **User list:** Brochure detailing technical specifications and performance, list of industrial and Government educational/research establishments where the items enquired has been supplied by the Bidder or their OEM/Manufacture has undertaken such work during last three years must be provided. **(Ref. Annexure-D)**
26. **Application Specialist:** The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. **(Ref. Annexure-D)**
27. **Site Preparation:** The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.
The supplier may visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.
28. **Spare Parts**
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 may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and In the event of termination of production of the spare parts; Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within two months of placement of order.
29. **Defective Equipment:** If any of the equipment supplied by the Supplier is found to be damaged substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the Indentor/committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 15 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, NII may consider "Banning" the supplier.

30. Termination for Default

- (i) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - 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; or
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (ii) 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 Tenderer (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;”
- (iii) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

31. Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment.

32. Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications. (Ref. Annexure-I-1)

33. Evaluation of Offer:

- L1 will be decided on the basis of the total as quoted in the price bid.
- Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - a. Non submission of complete offers.
 - b. Receipt of offers after due date and time and or by email / fax (unless specified other- wise).
 - c. Receipt of offers in open conditions.
- In case any TENDERER is silent on any clauses mentioned in this tender document, the Institute shall construe that the TENDERER had accepted the clauses as per the invitation to tender.
- No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

34. Force Majeure

- (i) 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).
- (ii) 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.

35. 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.

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

37. The Director, NII reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

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

**Purchaser: On behalf of the Director, NII
Section Officer (Stores and Purchase)
National Institute of Immunology.
Aruna Asaf Ali Marg,
New Delhi-110067 INDIA**

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? (With The Technical Bid Envelope)			
b.	Have you enclosed the tender documents fee? (With The Technical Bid Envelope)			
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 Directorate of Industries/NSIC			
4.	Have you submitted manufacturer's authorization certificate?			
5.	Have you submitted prices of goods in the Price Schedule?			
6.	Have you kept validity of 90 days from the Tender Opening date?			
7.	Have you furnished? <ul style="list-style-type: none"> ▪ Copies of IT Returns for the last three financial years (2017-18; 2018-19& 2019-20) ▪ 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)			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks, if any
9.	Have you enclosed other all declarations, documents required to be submitted as per Tender in including Annexure-‘A, B, C, D, E, F, G, H, I, I-1, J & J-1 duly compliance?			
10.	Have you enclosed other all declarations, documents required to be submitted as per Tender			
11.	In Two Bid system, Single combined offer has not been submitted OR ‘Price Bid’ has not been enclosed in the Envelope marked ‘Technical Bid’			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

“DETAILS TO BE FILLED BY FIRM”

Tender Enquiry Ref No. NII/EQP/S&P/APR-FCA/2021-22		Dated: 31.5.2021
1	PROCUREMENT GROUP NAME (as mentioned in tender enquiry)	
2	Name of the Firm/Manufacturer/Principal	
	Complete Correspondence Address	
	Write status whether Firm/Manufacturer/Principal	
	Phone	
	Fax	
	e-mail ID	
	CONTACT PERSON (Name & Designation)	
3	CONTACT PERSON NO. (MOB.)	
	Name & Address of authorized Sole Selling Agent/Distributor, if like to incorporate in Rate contract. (in case applicable, duly furnished Declaration-III provided with Technical Bid)	
	Phone	
	Fax	
	e-mail ID	
	CONTACT PERSON (Name & Designation)	

	CONTACT PERSON NO. (MOB.)	
4	Status of the Firm (SMALL/MEDIUM/LARGE SCALE)	
5	Registration with NSIC (Registration No. & date with validity date)	
6	Details of your Bank for payment transfer through RTGS/NEFT	To furnish below
	Contact person name of Firm with Phone , Fax No. & Email ID	
	Name of Bank & Branch	
	Bank address and contact number	
	9 digit code number of Bank and Branch	
	IFSC code of the Bank branch for fund transfer via RTGS	
	Type of Bank Account (Saving, Current or Cash Credit Account)	
	Complete Bank Account number as printed in cheque book	
7	Any other discount offered (at the option of the Firm) - mention details of such discount, if any	
8	GST registration No. & Date (copy of registration to be enclosed with Technical Bid)	
9	PAN No. (copy of PAN to be enclosed with the Technical Bid)	
10	Earnest Money Deposit (EMD) payment details (in case not registered with NSIC - registration should be valid as on the date of tender)	To furnish below
	DD/PO No. & Date	

	Bank Name	
	Amount	
	UTR Number (in case of RTGS/NEFT)	
11	Tender document fee (non-refundable) details	
	DD/PO No. & Date	
	Bank Name	
	Amount	
	UTR Number (in case of RTGS/NEFT)	
12	Remarks, if any	

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

SELF-CERTIFICATE FOR LOCAL CONTENT

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under ‘Class-I Local Supplier’ Category. As being ‘Class-I Local Supplier’, we are eligible for Purchase Preference under ‘Make in India’ Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under ‘Class-II Local Supplier’ Category.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

* **Strike out whichever is not applicable**

Date: Seal & Signature of the Bidder

(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 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)

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 for Promotion of Industry and Internal Trade (DPIIT).

We _____ hereby certify that this _____ (bidder name) fulfills all requirements in this regard and is eligible to be considered for procurement.

Wehas 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 my/our Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.

(Signature of the Tenderer) Name:

Seal of the Company

Note: This declaration should be on the **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 limited 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, if the price charged by our firm is more, NII will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

(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)

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to these tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

The prices quoted in the financial bids are subsidized due to academic discount given to NII.

NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
(In case of on-line payment of Tender Fees) UTR No. (For Tender Fee) DD/PO No. (for off-line)	
(In case of on-line payment of EMD) UTR No. (For EMD) DD/PO No. (for off-line)	

Note: This declaration sheet should be on the **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.

(Signature of the Tenderer)

Name:

Seal of the Company

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

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

Sub: Authorization for release of payment /dues from National Institute of Immunology, New Delhi through Electronic Wire Transfer/RTGS Transfer.

1. Name of the Principal Firm/Authorized Company:

2. Address of the Party:

City _____ Pin _____

Code _____

E-Mail ID _____

Mob No: _____

3. (a) Particulars of Bank[for Principal company]

Bank Name		Branch Name	
Branch Address			
Name of Beneficiary			
Bank Account Number			
Branch Code		Swift Code	

(b) Particulars of Bank [for Local Company]

Bank Name		Branch Name	
Branch Address			
Name of Beneficiary			
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Director, National Institute of Immunology, New Delhi responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through Wire transfer/NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

“ANNEXURE-H”

MANUFACTURERS' AUTHORIZATION FORM

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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 in accordance with Clause 6 of the Terms and Conditions, with respect to the Goods offered by the above firm.

This authorization is valid up to or till it is revoked.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]* Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]* Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Technical Specifications for High End Multicolor Flow Cytometer Analyzer

1. The flow cytometer must be at least 4 laser system, all lasers simultaneous usable and should be:
 - i) Blue laser ~ 488 nm;
 - ii) Red laser ~630 nm;
 - iii) Violet laser ~405 nm;
 - iv) Yellow laser ~561 nm;
2. The system should have capability of detection at least 24 fluorescence parameters in addition to Forward scatter (FSC) and Side scatter (SSC) from the given lasers.
3. Equipment should be highly sensitive and should have FITC sensitivity of < 150 MESF/MEFL.
4. Equipment should be highly sensitive and should have PE sensitivity of < 50 MESF/MEFL.
5. Equipment should be highly sensitive and should have APC sensitivity of < 25 MESF/MEFL.
6. The optical assembly of system should have spatially separated beams spot/pinhole with fixed aligned lasers.
7. The system should be able to acquire at least 30,000 events/seconds or more and continuously adjustable flow rate.
8. System should have provision for automated and/or manual compensation in real time and post-acquisition.
9. Instrument should be compatible with standard tubes for sample acquisition.
10. System should be capable of automated quality control and ensure consistent monitoring of the system performances across a time period.
11. System should be supplied with compatible UPS with 30 min backup and warranty of UPS and batteries should be covered for 5 years period.
12. Starter kits including QC beads, sheath fluid, cleaning solutions and other reagents required for installation of system should be included. Quoted price must include the any reagents required for the regular calibration of instrument for the period of 3 years.
13. Online workstation and monitor with fully loaded latest version of acquisition and analysis software to be provided along with the instrument. Any software/hardware upgrades should be provided free of cost for next 5 years.
14. OFFLINE workstation compatible with high dimensional data analysis compatible software for FACS plots like, tSNE, FlowSOM, SPADE software (if the dongle is available with vendor it will be preferred over a license, minimum two of such dongle/license version be included in the price).
15. System should have 5 years comprehensive warranty (CMC) including lasers and all the parts of the system (Vendor should show cost of 3 year warranty and additional two years warranty making total warranty of 5 years).
16. Comprehensive warranty should include all the consumables, tubing and any other parts required for the maintenance of all the parts of the equipment.
17. Provisions of on-site training for system and software over the periods of 3 years with 6 months intervals.
18. System or its higher version should be repeatable at the exactly same price within a year of the ordering.
19. Sheath fluid, shutdown/cleaning solutions for 4 hours daily run for total of 450 days over 3 year time should be included in the quote.
20. Vendors must provide the documents of the import of the equipment along with serial number. Date of manufacturing must be later than the date of receipt of order from NII.

Note: vendor should also quote following optional items:

1. 96 and/or 384 well plate high throughput auto-sampler system should be quoted separately.
2. Compatible vibration free platform tables for instrument and computer should be quoted separately or be supplied FOC.
3. Vendor should quote the cost of CMC for the post warranty periods for next 5 years.

4. UV laser should be quoted as an accessory or the system along with UV laser should also be quoted (if available) for better price comparison between systems.
5. Buy back price for Flow Cytometer analyzer Canto II (3 lasers, 8 colors) should be mentioned in the financial bid.

TECHNICAL COMPLIANCE STATEMENT FORM

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.

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

QUALIFICATION REQUIREMENTS

- 1 The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. Such equipment’s must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
- 2 The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
- 3 The bidder should have executed at least one similar order successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
- 4 Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
- 5 That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier’s maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract. The bidder or his agent must have an office in Delhi.
- 6 That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- 7 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- 8 Other things being equal, preference shall be given to firms who or his principal has supplied and installed similar system at any CSIR/ICAR/ICMR/DAE/DRDO/DST/DBT/other Govt. or autonomous research Labs in India.
- 9 ***Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.***

(Name, address and stamp of the tendering firm)

PRICE BID
(For Indigenous items)

Reference/Tender No.: -

Due Date: -

Sl. No	Description of item	Qty	Unit Price	Discount %	GST%	Other charges if any please specify details	Total Price
1.	High End Multicolor Flow Cytometer Analyzer (As per technical specification)	1					

1. Delivery Mode: - Delivery at Institute, at site only. (In any case the delivery period should not exceed 10 weeks)
2. AMC/CMC charges after expiry of warranty period = Rs.....
3. Total price bids in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
4. Delivery Period:days
5. Validity of the bid 90 days from the date of submission of quotation/tender.
6. Terms of payment: Payment within 30 days from the date of supply and installation of item.

Signature.....
Name.....
Business Address.....
.....
Affix Rubber Stamp.....
Place:
Date:

Note: - Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

PRICE BID
(For Imported items)

Reference/Tender No.: -

Due Date: -

S. No.	Description of Item	Qty.	Unit Price	Currency	Discount	Ex-works price	Packing + Handling + DOC + Inland Freight	FOB Price	Insurance + Freight	CIF/CIP Price
1	High End Multicolor Flow Cytometer Analyzer (As per technical specification)	1								

1. Delivery Period:days (In any case the delivery period should not exceed 10 weeks)
2. AMC/CMC charges after expiry of warranty period = Rs.....
3. Terms of payment:
 - a) 100% payment by letter of Credit, 90% payment will be released on receipt of the documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning.
 - b) Agency Commission: Payment will be made after receipts/satisfactory Installation, testing & commissioning of item.
 - c) Payment by wire transfer (on request) within 30 days from the date of supply and installation of item.
4. Validity of the bid 90 days from the date of submission of quotation/tender.
5. Mode of Shipment:

Signature.....
 Name.....
 Business Address.....
 Affix Rubber Stamp.....
 Place:
 Date:

Note: The above financial template should be strictly followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender