

TENDER DOCUMENT

FOR

Supply of

REVOLVING CHAIRS AND STOOLS

TENDER # PUR/FUR/2018-19/IND11815



CDFD

Centre for DNA Fingerprinting and Diagnostics

Inner Ring Road, Uppal, HYDERABAD - 500039 (Telangana State) India



CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS

(An Autonomous Institute of Department of Biotechnology, Ministry of Science and Technology, Govt. of India)

Inner Ring road, Uppal, HYDERABAD - 500039 (Telangana State) India

Ph. No. 040-27216026/20, Fax: 040-27216019 Email: purchase@cdfd.org.in

NOTICE INVITING TENDER

Tender No. PUR/FUR/2018-19/IND11815

Date: 11.07.2018

Sealed tenders are invited on behalf of and by the Director, CDFD for supply of “**Executive High Back Revolving Chairs: Qty – 22 Nos., Medium Back Revolving Chairs: Qty-160Nos. and Stool with Cushion Top: Qty-110Nos.**”

1. **Scope of work:** Supply of the “**Executive High Back Revolving Chairs: Qty – 22 Nos., Medium Back Revolving Chairs: Qty-160Nos. and Stool with Cushion Top: Qty-110Nos.**”
2. Interested eligible bidders may download free of cost the complete bidding documents from our Website (<http://www.cdfd.org.in>) as well as from Central Public Procurement Portal: www.eprocure.gov.in.
3. Earnest Money Deposit/Bid Security: E.M.D. amounting to Rs. 40,000/- (Rupees Forty Thousand only) by way of Demand Draft / Bank Guarantee of a commercial bank in favour of “Director, CDFD and payable at Hyderabad obtained from any Commercial Bank, should be enclosed along with the Technical Bid.
 - I. This amount is interest free and will be returned to the unsuccessful bidder after finalization of the Contract within 30 days.
 - II. The firms registered with DGS&D, NSIC and MSE if any, are exempted from payment of Earnest Money Deposit (EMD) and enclose the valid proof along with Quotation.
4. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**
5. **Tenders shall be submitted in Single bid**

Due Date for Receipt of Tenders: 02.08.2018 @ 6.00pm

Opening of Bids: 03.08.2018 @ 11.00am at Committee Room, CDFD, Inner Ring Road, Uppal and Hyderabad.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH, the submission/opening of the tender will be on the next working day as per the time scheduled.

6. **The sealed cover duly super-scribed with Tender No. CDFD/PUR/EQP/2018-19/IND11873 Due on 02.08.2018 @ 6.00pm containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, CDFD, Inner Ring Road, Uppal, Hyderabad on or Before 6.00 PM of 02.08.2018. The Tender document at any cost should not be handed over to any persons.**
7. CDFD does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are also liable to be rejected.
8. **Bidders sending their quotations through courier / postal services should ensure to send the same well in advance as CDFD does not take any responsibility for late receipt of quotes due to postal / courier delays.**
9. Tenders submitted without EMD will be rejected. Tenders received after due date and time will not be entertained. Institute is not responsible for any postal delay. CDFD does not take any responsibility for loss of Tender in transit sent by courier or any postal delays, Tenders received after the due date and time will be summarily rejected. Incomplete or conditional tenders are liable for rejection.
10. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

Sd/-
I/C-Stores & Purchase

CHAPTER 1

INSTRUCTIONS TO BIDDER

1. **ELIGIBLE BIDDERS:** This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers to quote on their behalf against this tender as per Manufacturer's Authorization Form.
2. **CAPACITY OF BIDDER:** any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Director, CDFD may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. The bidder shall produce a certificate from the Manufacturer of the offered product that they are the authorized dealer in India.
3. **QUALIFICATION CRITERIA:**
 1. The Bidder should be a manufacturer or their dealer authorized by the manufacturer to quote on their behalf against this tender as per Manufacturer Authorization Form. The models quoted should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in the day to day usage.
 2. The Bidder should be in the similar business for the last 5 years and have successfully supplied and executed at least One Order for Supply of Chairs amounting to Rs. 5 lakhs and above to any department of State / Central / PSU / Universities / R & D Institutes / Multinational IT Companies during the preceding 5 financial years. Similar Equipment means Supply of Chairs. Proof to be enclosed with the quote
 3. The bidder should be free from all encumbrances and possess adequate resources for executing the contract in the case it is awarded.
4. **CONTENT OF BIDDING DOCUMENTS:** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The bidding documents, apart from the invitation for bids have been divided into 6 chapters as under:
 1. Chapter 1 :Instructions to Bidder
 2. Chapter 2: Detailed Terms & Conditions
 3. Chapter 3 :Specifications and Allied Technical Details of the Goods and Services
 4. Chapter 4 :Price Schedule Format
 5. Chapter 5 :Other Formats

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents will be at the Bidder's risk and may result in rejection of its bid.
5. **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Tender Document shall contact the Purchaser in writing. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than 7 days prior to the deadline for submission of bids.
6. **AMENDMENT OF BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. In order to allow prospective bidder's reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.
7. **LANGUAGE OF BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in Hindi/English language only.
8. **DOCUMENTS TO BE ENCLOSED WITH BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
 - i. Bid Form (Bid Submission Covering Letter) as per format given at ANNEXURE-A.
 - ii. Detailed quotation along with Terms and Conditions.
 - iii. CDFD Tender document duly signed by the bidder on all the pages.
 - iv. Manufacturer's Authorization Form as per format given at ANNEXURE-B.
 - v. Bid Security / EMD as per format given at ANNEXURE-C.
 - vi. All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers.
 - vii. Photocopies of One purchase order of the quoted model.
 - viii. Compliance statement indicating yes/No as per CDFD specifications
 - ix. Copies of various Firm Registration, GST Registration and Latest IT returns.
 - x. Check List as Annexure-D

Note: Your Bid will be rejected if all the above enclosures are not attached with the Technical Bid without seeking any further clarifications from you.
9. **BID FORM (Bid Submission Covering Letter):** The bidder shall use the format as per Annexure-A.

Sign. of Bidder

10. **BID PRICES:** The Bidder shall indicate the unit prices, discounts and total bid prices of the goods it proposes to supply including all duties and sales and other taxes already paid or payable.
- Bidders are requested to quote the revised rates of GST as applicable to the Public Funded Research Institutions under the Notification No. 47/2017 Integrated Tax (Rate) and Notification No. 45/2017 Central Tax (Rate) dt. 14.11.2017 issued by Department of Revenue, Ministry of Finance, Government of India.**
- NO BIDDER SHOULD QUOTE THE PRICES HIGHER THAN THE MAXIMUM RETAIL PRICES (MRP) INCLUDING ALL CHARGES UP TO CDFD STORES.**
11. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD):** The Bidder shall furnish, as part of its bid, a bid security (BS)/ Earnest Money Deposit (EMD) for an amount of Rs. 40,000/- (Rupees Forty Thousand only) as specified in the Invitation for Bids. The BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries.. The bid security shall be in one of the following forms at the bidders' option:
- A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank as per the format provided at Annexure-C in the bidding documents and valid for three months; or
 - A Banker's cheque or demand draft in favour of Director, CDFD, payable at Hyderabad.
- The Bid Security should be submitted in its original format. Copies shall not be accepted.
- The Bid Security of unsuccessful bidder will be discharged /returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.
- The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security.
12. The firms registered with DGS&D, NSIC and Micro and Small Enterprises (MSE) if any, are exempted from payment of BS provided such registration includes the item they are offering and submit the valid registration copy with the quotation.
13. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**
14. The bid security may be forfeited:
- If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or
 - In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order and/or fails to furnish Performance Security within 7 days from the date of contract / order.
15. **PERIOD OF VALIDITY OF BIDS:** Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser.
16. Bidders intends to send their bids through courier / postal services should ensure to send the quote well in advance as CDFD never takes any responsibility for the delay in receipt of the bids.
17. The Bidder is required to go through all the Terms & Conditions of the Tender document and sign all the pages as token of acceptance of having read the Terms and Conditions and accepted the same.
18. **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the Purchaser at the address mentioned above not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
19. **LATE BIDS:** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. Such tenders shall be marked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.
20. **WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS:** A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice and is received by the Purchaser prior to the deadline for submission of bids. No Bid may be withdrawn in the interval between dead-line for submission tender document. Withdrawal bids will be returned to the bidder without opening of the same during the opening of technical bids. However, no withdrawals of Bids are permitted after the Deadline for submission.
21. **CONFIDENTIALITY:** Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until placement of the Order.
22. **CLARIFICATION OF BIDS:** To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

23. **PRELIMINARY EXAMINATION:** The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in have been provided, required sureties have been furnished, and to determine the completeness of each document submitted. The Purchaser will examine the technical bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
24. If the Bidders have put in Specific conditions not enclosed, all the documents / data requested in the tender and not submitted the Tender in the manner as indicated may be liable for rejection.
25. **EVALUATION & COMPARISON OF BIDS:** Bidders who have quoted as per the tender specifications will only be considered for comparison and other bids will be summarily rejected.
26. Bidders who have not agreed to CDFD payment terms, Delivery Schedules and not enclosed the relevant documents as per this tender Terms will be treated as Unresponsive Bidders and may be rejected.
27. Any clarification requested by the bidder should be made before 7 days prior to the dead line for submission.
28. **CLARIFICATIONS BY CDFD:** The Tender Evaluation Committee may seek clarifications on the technical as well as commercial terms if deemed fit and the bidder to provide such clarifications in a reasonable time immediately within a day or two.
29. **SAMPLES:** The Tender Evaluation Committee may evaluate your tender based on the documents submitted. However, in case of any technical clarifications, the Committee may request the bidder to provide sample chairs for inspection. The bidder is advised to arrange the same at their cost at CDFD, within one week from the date of receipt of intimation.
30. **NEGOTIATIONS:** There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations.
31. **AWARD CRITERIA:** The order will be placed on the overall evaluated lowest bidder and not on item wise lowest rates which may please be noted by the bidder.
32. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS :** The Purchaser 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.
33. **PERFORMANCE SECURITY:** Within 7 days of receipt of the Purchase Order, the Supplier shall furnish Performance Security for 10% of the Order value in the form of Demand Draft / Bank Guarantee to be valid for 60 days after the warrantee / extended warrantee period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- The Performance security shall be in one of the following forms:
- I) A Bank guarantee issued by a Nationalized/Scheduled bank located in India.
 - II) The Performance security may also be in the form of Banker's cheque or Account payee demand draft in favour of Director, CDFD, Hyderabad
- The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations.
34. **PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:** The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services originally specified in the Tender documents without any change in unit price or other terms and conditions.
35. **UNSOLICITED POST BID MODIFICATION:** No suo-moto reduction in prices quoted by bidder shall be permitted after tender submission due date & time / extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid(s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for placement of Order.
36. **ORDER ACCEPTANCE:** The successful bidder should submit acceptance of the Purchase Order immediately but not later than 7 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the supplier is not interested and his bid security is liable to be forfeited.
37. **JOINT VENTURE, CONSORTIUM OR ASSOCIATION:** If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
38. **STANDARDS:** The Goods supplied and services rendered 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.

Sign. of Bidder

39. **DISQUALIFICATION OF TENDERS:**

- Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.
- Conditional quotations will be liable for rejection or may not be considered.
- Fax or e-mail tender documents /bids will be rejected.
- Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected.

40. **FRAUD AND CORRUPTION:** The purchaser requires that the *bidder's* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, 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 or omission of facts in order to influence a procurement process or the execution of a contract; "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

CHAPTER 2

DETAILED TERMS AND CONDITIONS

1. **DEFINITIONS :** In this Contract, the following terms shall be interpreted as indicated: The following words and expressions shall have the meanings hereby assigned to them:
 - a) "Contract Price" means the price payable to the Supplier as specified in the Purchase Order, subject to such additions and Adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - b) "Day" means calendar day.
 - c) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order.
 - d) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser as per the Purchase Order.
 - e) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier as per the Purchase Order.
 - f) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order.
 - g) "The final destination," where applicable, means the place of delivery as indicated in the Purchase Order.
2. **SUPPLIER'S RESPONSIBILITIES:** The Supplier shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.
3. The Supplier shall take full responsibility of prompt service and support to ensure the instrument is replaced during the warranty period within a reasonable time.
4. **SUB-CONTRACTS:** The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.
5. **CONTRACT PRICE:** Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.
6. **COPY RIGHT:** The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
7. **PATENT RIGHTS:** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights, copy rights arising from use of the Goods or any part thereof in India.
8. **INSURANCE:** The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "**Warehouse to warehouse**" (final destinations) on "All Risks" basis including war Risks and Strikes.

Sign. of Bidder

9. **WARRANTY:** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and undertakes to replace the Chairs with new Chairs during the warrantee period. A minimum of one year warrantee should be provided
10. **TERMS OF PAYMENT:** Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made within 30 days after receipt of the materials in good condition by way of Bank transfer.
11. **Delivery Schedule:** Within 1 month from the date of receipt of order. However, kindly indicate the delivery schedule in the quotation.
12. **AMENDMENTS:** The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract as mutually agreed terms.
13. **ASSIGNMENT:** The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
14. **EXTENSION OF TIME. :** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

15. **PENALTY CLAUSE:** Subject to clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 percent of the order value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract for Default.
16. **TERMINATION FOR DEFAULT:** 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
 - a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a. The Performance Security is to be forfeited;
 - b. The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
17. **TERMINATION FOR INSOLVENCY:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
 18. **SETTLEMENT OF DISPUTES:** The Purchaser 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.
 19. **APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
 20. **NOTICES:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the other party's address specified in the Purchase Order.
 21. **SITE PREPARATION AND INSTALLATION:** The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if applicable, needed for installation, of the goods at the purchaser's site immediately after placement of Purchase Order.
 22. **TAXES AND DUTIES:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the ordered Goods to the Purchaser at the final destination. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in order.
 23. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable.

Sign. of Bidder

24. Please re-check the prices, terms and conditions and other important terms of your offer before submission as you are bound to accept the same in case your offer is evaluated as Lowest Bid.
25. CDFD will not entertain any typographical errors / mistakes made by the bidder in their quote as the evaluation of the bids is done based on the bid submitted as on the due date and no change of prices or any terms and conditions will be considered under any circumstances.

DECLARATION

I/We _____ have read the entire terms and conditions of this Tender document and are agreeable to the terms and conditions mentioned herein.

Sign. of Bidder

Name:

Company Seal:

CHAPTER 3

SPECIFICATIONS FOR REVOLVING CHAIRS AND STOOL

Indicative Picture: Executive High Back Revolving Chair



High back chair with adjustable lumbar support, Tilting back, adjustable PU arms, head rest, chrome base with heavy duty castor wheels, pneumatic lift system for height adjustment, high quality black colour mesh on back rest, high density cushion with fabric for seating.

Indicative Picture: Medium Revolving Chair



Medium back chair with pneumatic lift system for height adjustment, Tilting back, Heavy duty Nylon base with castor wheels, Fabric upholstered seat and back with high density cushion, adjustable PU arms.

Indicative Picture: Lab Stool with Cushion Top (without wheels)



Lab Stool with overall height 26" made of MS tubular pipe with four legs, foot rest and Fabric upholstered with heavy duty cushion rotating seat having round shape 15" dia.

CHAPTER 4
PRICE SCHEDULE

Sl. No	Description	Qty	Unit/Price	Discount	Taxes (if any)	Total Amount
1	Executive High Back Revolving Chairs (Please refer to the detailed Specifications as per Chapter 3)	22 Nos.				
2	Medium Back Revolving Chairs (Please refer to the detailed Specifications as per Chapter 3)	160 Nos.				
3	Stool with Cushion Top	110 Nos.				
	Amount in Words :					

Note: The Bidder may please fill in this form or the same may be typewritten on the Letter Head of the Bidder exactly as per the above format and submit the same as per the instructions given in the tender document.

Sign. of Bidder

CHAPTER 5 OTHER FORMATS

- a. Bid Form (Bid Covering Letter) - (Annexure-A)
- b. Manufacturers' Authorization Form - Annexure-B)
- c. Bid Security Form / Earnest Money Deposit Form - (Annexure-C)
- d. Check List - (Annexure-D)

BID FORM (BID COVERING LETTER) - Annexure-A

[The Bidder shall type this Form on their Letter Head and enclose this along with Technical Bid (Part-I).]

To:

**The I/c – Stores & Purchase
Centre for DNA Fingerprinting & Diagnostics,
Inner Ring Road, HYDERABAD – 500039.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda (if any)
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Tender Document
- (c) Our bid shall be valid for from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security for due performance of the Contract;
- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of Order, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

MANUFACTURERS' AUTHORIZATION FORM - Annexure-B

No:
The I/c – Stores & Purchase,
Centre for DNA Fingerprinting & Diagnostics,
Inner Ring Road, HYDERABAD – 500039.

Dated: _____

Dear Sir:

We _____ who are established and reputed manufacturers of the equipment having factories at _____ (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your Tender No. _____ dt. _____.

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 the Terms and Conditions of the above Tender for the goods and services offered by the above firm.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be enclosed by the Bidder in its Technical un-priced bid.

BID SECURITY / EARNEST MONEY DEPOSIT FORM – Annexure-C

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____

for the supply of _____ (hereinafter called the tender) Against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") In the sum of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - a) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

CHECK LIST - Annexure-D

S. No.	Particulars	Indicate Yes/No	Enclosure No.
1	Copy of Firm Registration attached		
2	Copy of GST attached		
3	Copy of Latest IT Returns attached		
4	Bid Form (Bid Covering Letter) attached		
5	Detailed Quotation along with Terms & Conditions		
6	CDFD Tender Document duly signed and stamped attached		
7	Authorization Certificates from OEM attached		
8	Earnest Money Deposit/BG attached		
9	Exemption claimed for EMD / BG and proof attached		
10	Photocopy of Purchase Order / as per eligibility Criteria attached		
11	Compliance Statement as per CDFD Specifications		
12	All documents as per Tender Chapter 1, Clause No. 8 enclosed		
13	UAM Copy enclosed or not		

SIGNATURE OF BIDDER WITH SEAL:

Email ID:

Contact Number: