

TENDER DOCUMENT

FOR

Supply and Installation of

BENCH TOP CELL DENSITY METER

TENDER # PUR/APF/2017-18/IND10751



CDFD

Centre for DNA Fingerprinting and Diagnostics

Opp: Uppal Water Tank, Beside: BSNL Tel. Exchange,
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)

**Opp: Uppal Water Tank, Beside: BSNL Tel. Exchange, Uppal,
HYDERABAD - 500039 (Telangana State) India**

Ph. No. 040-27209498/489 Email: purchase@cdfd.org.in

NOTICE INVITING TENDER

Tender No.PUR/APF/2017-18/IND10751

Date: 11.09.2017

Sealed tenders are invited on behalf of and by the Director, CDFD for supply and installation of “**Bench Top Cell Density Meter**”

1. **Scope of work:** Supply and Installation of the “**Bench Top Cell Density Meter**”
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. 10,000/- (Rupees Ten 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. The EMD to be valid for 45 days more from the date of bid opening.
 - II. This amount is interest free and will be returned to the unsuccessful bidder after finalization of the Contract within 30 days.
 - III. The firms registered with DGS&D & NSIC, if any, are exempted from payment of Earnest Money Deposit (EMD) and enclose the valid proof along with Quotation.

4. Tenders shall be submitted in Single bid

Due Date for Receipt of Tenders: 25.09.2017 @ 6.00pm

Opening of Bids: 26.09.2017 @ 11.00am at Committee Room, Hostel & Residential Complex, Uppal, 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.

5. **The sealed cover duly super-scribed with Tender No. CDFD/PUR/APF/2017-18/IND10751 Due on 25.09.2017 @ 6.00pm containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, Uppal Campus on or Before 6.00 PM of 25.09.2017. The Tender document at any cost should not be handed over to any persons.**
6. 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.
7. **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.**
8. 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.
9. 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.
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/ vendors / suppliers 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 in the Tender.
2. 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 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.
3. **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.
4. **QUALIFICATION CRITERIA:**
 1. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization 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 equipments must be of the most recent series/models incorporating the latest improvements in design. 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 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 be in the similar business for the last 5 years and have successfully supplied and executed at least two similar equipments during the preceding 5 financial years. Proof to be enclosed with the quote
 4. Details of service support facilities that would be provided after the warranty period should be submitted in the Quote.
 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 spares parts. The bidder or his agent must have an office in India.
 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 after end of warranty period if required.
 7. The bidder should be free from all encumbrances and possess adequate resources for executing the contract in the case it is awarded.
5. **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.
6. **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Documents 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 ten (10) days prior to the deadline for submission of bids.
7. **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.
8. **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.

Sign. of Bidder

9. **DOCUMENTS TO BE ENCLOSED WITH BID**

- i. Bid Form (Bid Submission Covering Letter) (Refer to 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 (Refer to ANNEXURE-B).
- v. Bid Security / EMD (Refer to ANNEXURE-C).
- vi. All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers.
- vii. Two latest Performance Certificates obtained from the Users (On the letter heads of the Institute) for the similar equipments supplied and installed successfully.
- viii. Availability of number of trained support personnel, both application & service support.
- ix. Compliance statement indicating yes/no as per CDFD specifications
- x. All other copies of various Registrations/ Certifications / Proof of documents indicated at Qualification Criteria.
- xi. Duly filled in Check List as per ANNEXURE - E

Note: Your Bid will be rejected if all the above enclosures are not attached with the Technical Bid.

10. **BID FORM (Bid Submission Covering Letter):** The bidder shall use the format as per Annexure-A.

11. **BID PRICES:** The Bidder shall indicate the unit prices, discounts and total bid prices of the goods it proposes to supply.

Prices indicated shall be entered separately in the following manner (For indigenous Items): The Price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the shelf, as applicable), including all duties and sales and other taxes already paid or payable.

TAXES/DUTIES: We are exempted from payment of Excise Duty vide Notification Number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. Hence Excise duty and Customs Duty, if any, should be shown separately. Please mention the applicable taxes (VAT/CST/Service) clearly. Form 'C' or 'D' cannot be issued by the Purchaser. However, being R&D Institute on 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' CDFD, Hyderabad inclusive of packing, forwarding, Customs clearance, installation and commission 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, taxes etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted.

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 may be liable for rejection.

Instrument quoted should be complete in all respects; any additional accessories required for instrument to operate should also be quoted as part of the instrument and should be supplied along with instrument.

NO BIDDER SHOULD QUOTE THE PRICES HIGHER THAN THE MAXIMUM RETAIL PRICES (MRP) INCLUDING ALL CHARGES UP TO CDFD STORES.

12. **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.

13. **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.10,000/- (Rupees Ten 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. A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank (Refer to Annexure-C) provided in the bidding documents and valid for 45 days beyond the validity of the bid; or
- b. 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 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.

14. The firms registered with DGS&D & NSIC, if any, are exempted from payment of BS provided such registration includes the item they are offering.

Sign. of Bidder

15. The bid security may be forfeited:
- a. If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or
 - b. 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.
16. **PERIOD OF VALIDITY OF BIDS:** Bids shall remain valid for 60 days after the date of bid opening prescribed by the Purchaser. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
17. 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.
18. 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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. 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.
26. **EVALUATION & COMPARISON OF BIDS:** For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

The final landing cost of purchase after all discounts, freight, forwarding, insurance warehouse to warehouse, custom clearing charges, all duties, taxes etc. shall be the basis of evaluation.

Imported Vs. Indigenous Offers: The final landing cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to CDFD, Hyderabad shall be the basis of evaluation.

Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc. will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

Arithmetical errors in the financial bids will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

Sign. of Bidder

- If the supplier does not accept the correction of errors, its bid will be rejected.
- If there is a discrepancy between the price quoted in words and figures, the **rate quoted in words will be taken as final** and shall be binding on the Bidder.

27. **DEMONSTRATION OF QUOTED ITEM:** 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 make a detailed presentation of the quoted model including product demonstration at Hyderabad. The bidder is advised to arrange such presentation/ demonstration at their cost at CDFD.
28. **CONVERSION TO SINGLE CURRENCY :** To facilitate evaluation and comparison, the Purchaser 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 any bank in India as notified in the Newspaper / Bank Website on the date of Price Bid opening.
29. **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.
30. **AWARD CRITERIA:** The Purchaser will place the order on the lowest evaluated Bidder. In exceptional cases, the Director, CDFD reserve the right to award the order on any other Bidder based on the recommendations of Expert Committee Constituted for the Evaluation of the this Tender.
31. **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.
32. **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 denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries. In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their dealer/bidder.

The Letter of Credit will be opened after receipt of 10% of the Performance Guarantee valid for 60 days beyond the Warrantee period.

The Performance security shall be in one of the following forms:

- I) A Bank guarantee issued by a Nationalized/Scheduled bank located in India or a bank located abroad as per the ANNEXURE-D.
- 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.

33. **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.
34. **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.
35. **ORDER ACCEPTANCE:** The successful bidder should submit acceptance of the Purchase Order immediately but not later than 15 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the supplier is not interested and his bid security is liable to be forfeited.
36. **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.
37. **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

38. **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.

39. **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. **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.
4. **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.
5. **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
6. **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.

Sign. of Bidder

7. **INSPECTIONS AND TESTING:** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services. or as discussed during the course of finalizing the contract. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data -shall be furnished to the inspectors at no charge to the Purchaser.
8. **PACKING:** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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. In order to maintain safety of the equipment, we prefer to have wooden crating with adequate cushion inside for transportation of any goods. The Material to be dispatched with International standard packing to withstand Rigors, and to avoid any transit damages.
9. **PACKING INSTRUCTIONS:** Each package will be marked on three sides with proper paint/indelible ink, the following:
- i. Purchaser Name & Address
 - ii. Item Nomenclature
 - iii. Order/Contract No.
 - iv. Country of Origin of Goods
 - v. Packing list reference number
10. **DELIVERY AND DOCUMENTS:** Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order.
11. The supplier shall fax or email the details of the shipment to the purchaser with a copy to the Clearing Agent. The following scanned documents are to be emailed at: ravinder@cdfd.org.in and purchase@cdfd.org.in as well as faxed on fax No. 091-40- 27209490 and confirm its receipt by the purchaser.
- i. Airway Bill / Bill of Lading;
 - ii. Invoice
 - iii. Packing list

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.

12. Please note that as per the revised guidelines issued by Customs Notification No.26/2017, the free time allowed is 48 hours and penalty will be imposed for late clearance.
13. If there is a delay in forwarding the Airway Bill, Invoice, packing list before 72 hours prior to arrival of the cargo, the penalty charged by the Customs Department will be recovered from your bill and the balance will be payable.

Please make appropriate commitments in writing that the instrument model being offered is current and is not likely to be obsolete within the next couple of years and that spare parts will be available for it for at least seven years after the installation. The Installation of the equipment is deemed complete only after all the sub-units of the main equipment such as the computers/printers/UPS/Software etc., is installed and tested as per the specifications in the offer/ broucher / purchase order and demonstrated to the satisfaction of the end user.

14. **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. However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange insurance.

15. **TRANSPORTATION:** Where the Supplier is required under the Contract to deliver the Goods on FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier.. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof may be included in the Price Schedules.

Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof maybe included in the Price Schedules.

In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, shall be arranged by the Supplier, and the related costs may be included in the Contract Price.

16. **INCIDENTAL SERVICES:** The supplier may be required to provide any or all of the services, as discussed during the course of finalizing the contract. User and detailed Service Manual to be supplied along with the equipment.
- a) **SPARE PARTS:** The Supplier shall be required to provide the spare part details/materials, notifications, and information pertaining to its manufacture or distribution: 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
 - (b) In the event of termination of production of the spare parts:
 - i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed Requirements if any; and
 - ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
17. **WARRANTY:** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Warrantee should be comprehensive and on site.

- The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- The warranty shall remain valid for twelve (12) months from the date of installation of the equipment or as per the Specification whichever is higher. **The warrantee Certificate should be handed over to CDFD after the installation is completed.**

Sign. of Bidder

- The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
 - Upon receipt of such notice, the Supplier shall, within a reasonable period of time expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
 - **During the period of warranty any component or spare part is to be brought from abroad, all associated costs shall be borne by the supplier including the customs duty charges.**
 - The defective material / goods originally imported will not be handed over to the supplier and the same will be re-exported to the place of manufacturer at the cost of the supplier. In case, the manufacturer has the office in India the same may be handed over to them with an undertaking that they will re-export to their manufacturing facility within a reasonable time and submit the proof to that extent.
 - If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
 - **If the defective material / goods originally supplied indigenously, the same will be handed over to the supplier after replacement of the material under warrantee period and not before the replacement.**
18. **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 working days after receipt of the articles in good condition by way of Foreign Demand Draft (FDD) or Wire Transfer or on Sight Draft basis. Alternatively, 100% Order value will be opened by way of Confirmed Irrevocable Letter of Credit. 90% of the L/C value will be released against receipt of complete shipping documents and the balance 10% value will be released after successful installation acceptable to CDFD within 3 months.

The foreign supplier should accept CDFD standard Letter of Credit terms which will be forwarded for confirmation before establishing the LC.

19. Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents. The Agency Commission if any will be payable against submission of valid DGS&D Registration Certificate.
20. **All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser.**
21. **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.
22. **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.

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23. **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.

24. **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.
25. **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.
26. **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.
27. **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.
28. If, after Thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

In case of Dispute or difference arising between the Purchaser 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, CDFD and if he is unable or unwilling to act, to the sole arbitrator so appointed shall be final conclusive and binding on all parties to this order.

In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. 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.

The Venue of the arbitration shall be the place from where the order is issued.

29. **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.
30. **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.
31. **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.
32. **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.

Sign. of Bidder

33. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable.
34. 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.
35. 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

BENCH TOP CELL DENSITY METER

1. Type	: Cell Density Meter for measuring density of cells, growth rates of E.coli, bacteria, yeast in suspension at 600nm
2. Input Supply	: 230V/50Hz, Rechargeble battery
3. Wave Length	: 600nm
4. Absorbance Range	: 0 to 2 A (Approx)
5. Light source	: LED
6. Bandwidth	: 40nm
7. Accuracy	: $<\pm 0.05A$
8. Reproducibility	: $\pm 0.02A$ at 1A in 10mm cuvette
9. Cuvettes	: 10mm path length standard cuvettes
10. Display	: LCD
11. Weight	: $<1kg$

Note:

1. Quote for optional items like Cuvettes and essential spares like lamp etc.,
2. A detailed catalogue with picture of quoted model should be enclosed with the quotation.
3. Please mention the warranty period for the quoted unit.
4. The instrument should be installed and demonstrated free of cost after delivery of the unit.
5. User and Service manual with circuit diagram should be supplied with the instrument.

Sign. of Bidder

CHAPTER-IV
PRICE SCHEDULE

Sl. No	Description	Qty	Unit/Price	Discount	Taxes (if any)	Total Amount
1	Bench Top Cell Density Meter (Please refer to the detailed Specifications as per Chapter 3)	1 No.				
2	Extended Warrantee	Per year				
3	AMC	Per year				
4	Other Requirements, if any, please list out					
	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 V 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. Performance Security Form - (Annexure-D)
- e. Check List Form – (Annexure-E)

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,
Uppal: Opp :Water Tank, Beside: BSNL Tel. Exchange
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 in accordance with Clause No.33 of Chapter-1 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,
Uppal: Opp :Water Tank, Beside: BSNL Tel. Exchange
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 / EARNET 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

PERFORMANCE SECURITY FORM –Annexure-D

(TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER RECEIPT OF THE PURCHASE ORDER)

To

(Name of Purchaser)

WHEREAS _____

(Name and address of the supplier) ((hereinafter called "the Supplier") has undertaken, in pursuance of contract No. _____ dated _____ to supply (description of goods and services) ((hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ____ day of _____, 20____.

(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-E

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	Earnest Money Deposit/BG attached		
5	Exemption claimed for EMD / BG and proof attached		
6	Two Performance Certificates for successful completion attached		
7	CDFD Tender Document duly signed and stamped attached		
8	Bid Form (Bid Covering Letter) attached		
9	Authorization Certificates from OEM attached		

SIGNATURE OF BIDDER WITH SEAL:

Email ID:

Contact Number: