

# TENDER DOCUMENT

FOR

Supply, Installation, Testing and Commissioning of  
Tissue Processor & Tissue Embedded System

TENDER # PUR/APF/2016-17/IND9099



*CDFD*

Centre for DNA Fingerprinting and Diagnostics

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

**Ph.No. 040-27209495/489 Website:www.cdfd.org.in**

## NOTICE INVITING TENDER

**Tender No.PUR/APF/2016-17/IND9099**

**Date: 20.02.2017**

Sealed tenders in two bid systems (Part-I: Technical Bid and Part-II: Price Bid) are invited on behalf of and by the Director, CDFD for supply and installation of "**Tissue Processor & Tissue Embeded System**"

1. **Scope of work:** Supply and Installation of the **Tissue Processor & Tissue Embeded System**.
2. **Interested eligible bidders may download the complete bidding documents from our Website (<http://www.cdfd.org.in>).**
3. Earnest Money Deposit/Bid Security: E.M.D. amounting to Rs.30,000/- (Rupees Thirty 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 with in 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 2-PARTS:** 1) PART-I :Technical Bid 2) PART-II :Price Bid

Technical Bid (PART-I) of the Tender must contain the documents as indicated at **Clause No:11 of Instructions to Bidder**.

**Price Bid (PART-II) of the Tender shall contain only the Price Schedule as per the Price Schedule Format (both in words and figures).** The Bidder should ensure that the Prices are mentioned only in the Price Bid and nowhere in the Technical Bids.

**Due Date for Receipt of Tenders: 20.03.2017 @ 2.30pm**

**Opening of Technical Bids : 20.03.2017 @ 3.00pm 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. Bidder shall seal the Technical Bids and Price Bids in two separate envelopes duly marked / super-scribed as "Technical Bid (Part-I)" and "Price Bid (Part-II)" – Tender No: **CDFD/PUR/APF/2016-17/IND9099** DUE ON 20.03.2017 at 2.30pm.  
The above two separate sealed covers, one containing the Part-I Technical Bid along with the EMD and the other containing, the Price Bid (Part-II ) shall be kept together in another Cover which should also be sealed and super-scribed as above and addressed to the Director, Centre for DNA Fingerprinting and Diagnostics, Opp: Uppal Water Tanks, Beside: BSNL Tel. Exchange, Uppal, HYDERABAD - 500039
6. The sealed cover duly super-scribed with Tender No. **CDFD/PUR/APF/2016-17/IND9099** Due on **20.03.2017** containing Technical Bid (Part-I) and Price Bid (Part-II) along with the relevant documents should be dropped in the **Sealed Tender Box kept at the Purchase Section, Uppal Campus on or Before 2.30PM of 20.03.2017. The Tender document at any cost should not be handed over to any persons.**
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.**

Sign. of Bidder

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.  
  
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. 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.
11. 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. **COST OF BIDDING :** The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4. **OPENING OF BIDS:** In the first instance, the Technical Bids (PART-I) will be opened. All the Tenderers may be required to give a presentation if requested by CDFD. Final selection of the Technical Bids will be based on the Technical Presentation evaluated by the authorities of CDFD. The Price Bid (**PART-II**) will not be opened on the day of opening of Technical Bids. The Bidders representatives who are present shall sign the Quotation Opening Form evidencing their attendance. The Price Bid of only those tenderers whose Technical Bid(s) are found technically suitable will be opened subsequently. **The Tenderer may kindly note that no payment for attending/ giving presentation will be made by this Institute.**
5. **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.
6. **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 3 financial years.
  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. Other things being equal, preference shall be given to firms who or his principal has supplied and installed similar system at any CSIR/ICAR/ICMR/DAE/DRDO/DST/DBT/other Govt. or autonomous research Labs in India.

Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

Sign of Bidder

**7. 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 :Contract Form / Purchase Order Format
6. Chapter 6 :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.

8. **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.
9. **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.
10. **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.
11. **DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID : (PART-I)**
  - 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. Copy of the Price bid without mentioning the price details.
  - v. Manufacturer's Authorization Form (Refer to ANNEXURE-B).
  - vi. Bid Security / EMD (Refer to ANNEXURE-C).
  - vii. Declaration by the bidder that the goods are not in the restricted list of the current Indian EXIM Policy.
  - viii. DGS&D & NSIC Registration certificate, if applicable
  - ix. All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers.
  - x. Two latest Performance Certificates obtained from the Users ( On the letter heads of the Institute ) for the similar equipments supplied and installed successfully.
  - xi. Availability of number of trained support personnel, both application & service support.
  - xii. Compliance statement indicating yes/no as per CDFD specifications
  - xiii. All other copies of various Registrations/ Certifications / Proof of Evidences indicated in the Tender Document.
  - xiv. Proof of supplies made to any CSIR/ICAR/DAE/DRDO/DST/DBT/other Govt. or autonomous research labs in India
  - xv. Documents that are indicated in the qualification Criteria.
  - xvi. Declaration by the Bidder that they are not been black listed by any department of Central / State / PSU / University during the last 3 years.

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

12. **BID FORM (Bid Submission Covering Letter):** The bidder shall use the format as per Annexure-A. These forms must be completed without any alterations to its format and no substitutes may be accepted.
13. **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.

The price of the goods, quoted FOB/FAC port of shipment. Please note that all FCA orders will be on FAC (International Carrier) INCOTERMS 2010 basis and as such Export Packing, Loading Charges, Inland Freight etc. In the shipper country will have to be paid by the Supplier. Items as per the Purchase Order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder. The Price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch to be payable by the Supplier.

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.

14. **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.
15. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted. That the bidder meets the qualification criteria as per Bid document. In case a bidder not doing business within the purchasers' country, that the bidder is or will be represented by an agent in the country equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
16. **DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:** To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment. To establish the conformity of the goods and services to the specifications, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data etc.
17. **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.30,000/- (Rupees Thirty 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 (Refer to Annexure-C) provided in the bidding documents and valid for 45 days beyond the validity of the bid; 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 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.
18. The firms registered with DGS&D & NSIC, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
19. 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 15 days of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
20. **PERIOD OF VALIDITY OF BIDS:** Bids shall remain valid for 90 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.
21. **FORMAT AND SIGNING OF BID:** The bids should be submitted in two parts namely PART-I(Technical Bid) PART-II(Price Bid). The Bidder shall submit the bids in two separate parts. One part shall contain Technical Bid comprising all documents listed under clause relating to Documents Comprising the Bid and except price schedules. The other PART-II (Price Bid) shall contain the price bid comprising price-schedules only. The format of Price Schedule form (Part-II) may be typewritten on the letter head of the bidder without changing the format and submit as Price Bid (Part-II ) in a separate envelope.

**22. SUBMISSION, SEALING AND MARKING OF BIDS: Tenders shall be submitted in 2-PARTS:**

**PART-I Technical Bid**

**PART-II Price Bid**

Technical Bid (PART-I) of the Tender must contain the documents as indicated in “**DOCUMENTS COMPRISING THE TECHNICAL BID**”:

Bidder shall seal the Technical Bids and Price Bids in two separate envelopes duly marked / super scribed as Technical Bid (PART-I) and Price Bid (Part-II) – Tender No.:**CDFD/PUR/APF/2016-17/IND9099 DUE ON : 20.03.2017 at 2.30pm.**

**Price Bid (PART- II) of the Tender shall contain only the prices (both in words and figures).** The Bidder should ensure that the Prices are mentioned only in the Price Bid and nowhere in the Technical Bids.

The above two separate sealed covers, one containing the Technical Bid (PART-I) along with the EMD, cost of Bidding Document and other documents listed at Clause No:12 of” Instructions to Bidder” and the other containing, the Price Bid (PART-II) shall be kept together in another Cover which should also be sealed and super-scribed with following details:

**TENDER NO: CDFD/PUR/APF/2016-17/IND9099 DUE ON 20.03.2017 AT 2.30PM.** And a statement “Do not open before **20-03-2017 @ 2.30pm.**”

This Envelope should be address to : The Director, Centre for DNA Fingerprinting and Diagnostics, Opp: Uppal Water Tanks, Beside: BSNL Tel. Exchange, Uppal, HYDERABAD - 500039. And should be dropped in the Sealed Tender Box kept at the Purchase Section, Uppal Campus **on or before 2.30 PM of 20.03.2017.**

If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening or any other consequences arising out of it.

23. 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.
24. **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.
25. **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.
26. **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 withdrawal of Bids are permitted after the Deadline for submission.
27. **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.
28. **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.
29. **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.
30. 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.
31. **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.

Sign of Bidder

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.
  - 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.
32. **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 .
33. **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.
34. **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.
35. **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.
36. **PERFORMANCE SECURITY** : Within 21 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 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.

37. **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.
38. **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.
39. **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.
40. **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.



**41. 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.

**42. 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.
- Incomplete tenders /tenders without EMD or without the cost of Bidding documents will be liable for rejection.
- 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.
- The Bidder should ensure that the prices are mentioned only in the Price Bid (Part II) and nowhere in the Technical Bids (Part-I).
- Non-Submission of documents as indicated at Clause No:12 of the Instructions to Bidders.

**43. 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.

Sign. of Bidder

## 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.
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

Sign. of Bidder

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@cfd.org.in](mailto:ravinder@cfd.org.in) as well as faxed on fax No. 091-40- 27209490 and confirm its receipt by the purchaser.
- i. 3 copies of the invoice showing Order Number, goods' description, quantity, unit price, total amount;
  - ii. Insurance Certificate / Policy if applicable;
  - iii. Manufacturer's/Supplier's warranty certificate;
  - iv. Inspection Certificate issued by the Manufacturer/Beneficiary;
  - v. Certificate of Origin issued by Chamber of Commerce/beneficiary
  - vi. Two copies of the packing list indicating the contents of each package;
  - vii. Airway Bill / Bill of Lading;
  - viii. Certificate issued by the Manufacturer OR Beneficiary declaring that the goods have been manufactured as per the agreed specifications and are brand New Goods.
  - ix. Declaration by the Beneficiary that the goods are handed over to the freight forwarder for onward dispatch to the destination port;

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.

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/brocher / purchase order and demonstrated to the satisfaction of the end user.

12. **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. The insurance shall be valid for a period of not **less than 3 months after installation and commissioning**. However, in case of orders placed on FOB/FCA basis, the purchaser shall arrange insurance.

13. **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 may be 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.

14. **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.

15. **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 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.**
16. **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.
17. 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.
- 18. All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser.**
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

Sign. of Bidder

24. **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.
25. **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.
26. 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.

27. **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.
28. **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.
29. **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 any, needed for installation, of the goods at the purchaser's site immediately after placement of Purchase Order.
30. **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.
31. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable.
32. 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.
33. 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

### TECHNICAL SPECIFICATION FOR TISSUE PROCESSOR & TISSUE EMBEDDED SYSTEM

#### I Tissue Processor Specifications:

- Operating Voltage : 230 volts ~50 Hz
- Control System : Microprocessor based
- Display : Digital
- Mode of Operation : Automatic
- Orientation : Spiral / Up & Down
- Basket Capacity : 100 cassettes and Above
- Reagent Containers : Minimum 10 containers
- Reagent Capacity : 2.0 Liters (Approx.)
- Wax Bath Containers : minimum 2 containers
- Wax bath capacity : 2.0 Liters (Approx.)
- Wax bath Temp. Range : 45°C to 70°C (Approx.)
- Fumes Extraction : Fume Extraction system with filters
- Timer:
  - Programmable infiltration time per each station separately from 1 min. to 99h 59 min.,
  - Program can be started in immediate or delay mode,
  - Drain time min.60 sec should be there during change station to reduce contamination.
- Safety Feature:
  - Automatic Immersion of Cassette Basket in station during Power failure to protect drying of tissue
  - Automatic reheating of paraffin before tissue transfer to the paraffin bath.
  - Paraffin bath temp should not exceed temperature around 80°C.
  - Battery backup should be there for program continuation after power failure.
  - Warning messages should be there for exceeding set Parameters.

#### II Tissue Embedded Specifications:

- Operating Voltage : 230 volts ~50 Hz
- Control System : Microprocessor based Touch Screen Control
- Display : Digital
- Paraffin Reservoir Capacity : 4.0 liters and Above
- Paraffin bath Temp. Range : 50°C to 70°C (Approx.)
- Hot Spot/Plate Temp. Range : 50°C to 70°C (Approx.)
- Cold Spot : 5°C (Approx.)
- Cold Plate : -6°C (Approx.)
- Tissue Storage Temp. Range : 50°C to 70°C (Approx.)

- Mold Storage Temp. Range : 50°C to 70°C (Approx.)
- Paraffin Flow Rate : Adjustable
- Visibility : LED lighting for Specimen illumination with better Intensity
- Handling Equipment :Electrically Heated Forceps for transfer of tissues
- The System includes:
  - Base Mould Storage Compartment
  - Wax Reservoir
  - Tissue Storage Tank
  - Wax Dispenser
  - Paraffin Waste Collection Tray
  - Cold plate can hold up to 60 Standard Cassette Molds

Note:

- Product catalogue and list of users for the quoted unit with technical specifications should be enclosed with the quotation.
- **Quoted System should be complete with all standard accessories and fully functional.**
- Quote for **all suitable Spares required for general maintenance as optional.**
- The Quoted model or a similar model from the same company should be referred in the **International Peer reviewed Publications.** Please provide proof of the same
- Quote the **Charcoal filter for Fume Extraction system for the Tissue Processor as Optional.**
- Quote the **Paraffin Bath, Additional Baskets and Accessories suitable for the Tissue Processor as Optional.**
- Quote the **Electric Heated Forceps of different tips, Foot switch for Paraffin Dispensing, magnifier assembly tampering tool kit and Accessories Suitable for the Tissue Embedded System as Optional.**
- The instrument should be installed & demonstrated free of cost after supply of the unit.
- User and Service manual with circuit diagrams should be supplied with the instrument.
- Please mention the **warranty Period** and **Local Service Support** for the Quoted unit.
- **Technical presentation & Demonstration of Quoted unit should be arranged on request.**

Sign. of Bidder

CHAPTER-IV  
PRICE SCHEDULE

Sl. No	Description	Qty	Unit/Price	Discount	Taxes (if any)	Total Amount
1	Tissue Processor System (Please refer to the detailed Specifications as per Chapter 3 Sl.No: I)	1 No				
2	Tissue Embedded System (Please refer to the detailed Specifications as per Chapter 3 Sl.No: II)	1No				
3	Extended Warrantee	Per year				
4	AMC	Per year				
5	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 5

## CONTRACT FORM / PURCHASE ORDER FORMAT

Purchase Order No: \_\_\_\_\_

REF: PUR/APF/

Date:

**To**  
Manufacturer name and address

**CC To**  
(Supplier In India) and address

Dear Sirs

Reference: \_\_\_\_\_ Dated \_\_\_\_\_

Please arrange to supply and Install the following material as per the terms and conditions mentioned below and overleaf:

S.No	Catalog No	Description of Goods with Specifications	Qty	Unit Rate	Discount	Total

**TERMS & CONDITIONS**

1. Kindly fax your Order Acknowledgement within 15 days on fax No. +91-40-27209490 or email id: [ravinder@cdfd.org.in](mailto:ravinder@cdfd.org.in).
2. Shipment should be effected as per the agreed terms. Part shipments are not allowed.
3. Port of Entry should be Hyderabad Airport, India only.
4. Consignee: Director, CDFD, Hyderabad. Please do not mention any other name as a consignee.
5. 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 articles in good condition by way of Foreign Demand Draft (FDD) or Wire transfer or on Sight Draft basis.
6. 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. All Bank charges out side India to the beneficiary's account.
7. **Delivery:** The Material should be delivered on or before (Date to Specify) at our Stores Section, CDFD lab building, Opp: M.J Market, Nampally, Hyderabad-500001. However, we need this material urgently, therefore request you to arrange for delivery of the material immediately.
8. If the material is perishable in nature, sufficient dry ice/gel should be added, so that sustainability of the material remains for at least 10 days.
9. **For immediate customs clearance**, copies of Airway Bill Invoice, Packing list., must be faxed to us as well as to our clearing agents, 72 hours before the time of arrival of the shipment at Hyderabad air port.

Sign. of Bidder

10. Non-receipt of any of the above documents will effect the clearance of the material.
11. Delay in faxing the Invoice, packing list Airway Bill copies will Lead to late clearance of the material and you will be solely responsible for replacement of the material without any additional cost to CDFD.
12. Please do not combine the perishable chemicals along with Equipments as the clearance of Equipments at customs may take more time.
13. Items sending through the courier are strictly prohibited.
14. Part shipments will not be allowed under any circumstances. Part shipments will attract additional clearing charges and you have to reimburse the same to CDFD, upon request.
15. **Please forward one set of Original Invoice to CDFD.**
16. User and Service Manual to be provided along with the Instrument
17. In case of orders of all types of goods, the delivery period should be strictly adhered to, otherwise the Director CDFD reserve the right not to accept delivery in part and full to claim liquidated damages of 0.5% per week subject to a maximum of 10% of the total value of supply order.
18. **Warranty to be provided as per the Specifications.**
19. **Scope of Work** : Supply and Installation.
20. The Complete Tender document, Detailed Terms & Conditions and the related clauses mentioned there in will form part and parcel of this order.
21. Performance Security: Within (15) 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 till (2) months later than the Warrantee period.

Sign. of Bidder

- 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)

### **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 Director,  
Centre for DNA Fingerprinting & Diagnostics,  
Uppal, Opp: Water Tanks, Beside : BSNL Tel. Exchange,  
Hyderabad – 500039. INDIA.**

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 Director,

Dated: \_\_\_\_\_

**Centre for DNA Fingerprinting & Diagnostics,  
Uppal, Opp: Water Tanks, Beside : BSNL Tel. Exchange,  
Hyderabad – 500039. INDIA.**

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. \_\_\_\_\_ dtd. \_\_\_\_\_.

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 included 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

( 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.