

निविदा दस्तावेज
TENDER DOCUMENT

के लिये
FOR

FOR CONCLUSION OF ANNUAL RATE CONTRACT

FOR PURCHASE OF

Medicines for Rare Genetic Diseases under the National
Rare Disease Policy of Government of India

TENDER ENQUIRY REF. NO. CDFD/PUR/GTE/2024-25/MED/RC/IND-21690



CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS (CDFD)

INNER RING ROAD, UPPAL, HYDERABAD (TELANGANA) INDIA – 500 039

Contact Details

In-charge - Stores & Purchase
Centre for DNA Fingerprinting and Diagnostics
Department of Biotechnology (DBT)
Ministry of Science & Technology, Govt. of India,
Inner Ring Road, Uppal, Hyderabad – 500 039 (Telangana) INDIA
Ph: +91-40-27216020, 6025
e-mail: purchase@cdfd.org.in, pkiran@cdfd.org.in

TECHNICAL BID (PART-I)**TENDER INVITATION**

Sealed Tenders are invited on behalf of the Director, Centre for DNA Fingerprinting and Diagnostics, (CDFD), Inner Ring Road, Uppal, Hyderabad- 500 039, Telangana, India, for entering into an **Annual Rate Contract (ARC)** on NDP basis with best applicable discounted prices / *Institutional Prices* / *Hospital Prices* for the supply of “**Medicines for Rare Genetic Diseases under the National Rare Disease Policy of Government of India**”.

S. No.	Description of item	File No.	Bid Type	EMD Amount (Rs.)
1	<u>RATE CONTRACT FOR THE FOLLOWING:</u> Medicines for Rare Genetic Diseases under the National Rare Disease Policy of Government of India	CDFD/PUR/GTE/2024-25/MED/ RC/IND-21690	SINGLE BID SYSTEM	50,000/-

हस्ताक्षर
प्रभारी-भण्डारण एवं क्रय
Sd/-
I/C-Stores & Purchase



**डी एन ए फिंगरप्रिंटिंग एवं निदान केंद्र
Centre for DNA Fingerprinting & Diagnostics**

इनर रिंग रोड, उप्पल, हैदराबाद - 500039

Inner Ring Road, Uppal, HYDERABAD - 500039

(तेलंगाना राज्य) भारत

(Telangana State) India

फ़ोन/Ph: 91-40-27216020

इ-मेल/e-mail: purchase@cdfd.org.in, pkiran@cdfd.org.in

File Ref. No. CDFD/PUR/GTE/2024-25/MED/RC/IND-21690

Date: 09-12-2024

**निविदा आमंत्रित सूचना
NOTICE INVITING TENDER**

Sealed Tenders in SINGLE BID SYSTEM are invited on behalf of the Director, Centre for DNA Fingerprinting and Diagnostics, (CDFD), Inner Ring Road, Uppal, Hyderabad- 500 039, Telangana, India, for entering into an **Annual Rate Contract (ARC) on NDP basis with best applicable discounted prices / Institutional Prices / Hospital Prices** for purchase of **“Medicines for Rare Genetic Diseases under the National Rare Disease Policy of Government of India on RC basis”**.

काम की गुंजाइश Scope of work : Purchase of “Medicines for Rare Genetic Diseases under the National Rate Disease Policy of Government of India on RC basis”.

- 1. इच्छुक योग्य बोलीदाता हमारी वेबसाइट से पूर्ण बोली-प्रक्रिया दस्तावेज मुफ्त में डाउनलोड कर सकते हैं ।
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.**
- 2. कम से कम धन जमा/बोली सुरक्षा Earnest Money Deposit / Bid Security: The Bidder shall furnish, as part of its bid, a Bid Security (BS) / Earnest Money Deposit (EMD) for an amount of **Rs.50,000/- (Rupees Fifty 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 Bid. Tenders submitted without EMD will be rejected. The BS shall be submitted wither 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**

TECHNICAL BID (PART-I)

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 as per the format provided at Annexure-IX in the bidding documents and valid for three months; or
- b. A Banker's cheque or Demand Draft in favour of the Director, CDFD payable at Hyderabad.

The Bid Security should be submitted in its original format. Copies shall not be accepted.

The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity or placement of order, whichever is later.

The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security.

- I. This amount is interest free and will be returned to the unsuccessful bidder after finalization of the Contract within 30 days.
- II. The firms registered with DGS&D, NSIC and MSE if any, are exempted from payment of Earnest Money Deposit (EMD) and enclosed the valid proof along with Quotation.

3. निविदाएं एकल बोली में जमा की जाएंगी । Tenders shall be submitted in Two 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.13 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: 09-01-2025 @ 3.30 pm

Opening of Bids: 09-01-2025 @ 4.00 pm at Committee Room, Stores & Purchase Section, Cellar, CDFD, Inner Ring Road, 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.

TECHNICAL BID (PART-I)

4. 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/GTE/2024-25/MED/RC/IND21690, due on 09-01-2025. at 3.30 p.m.
 - 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 I/c-Stores & Purchase, Centre for DNA Fingerprinting and Diagnostics, Inner Ring Road, Uppal, Hyderabad-39.
 - The sealed cover duly super-scribed with Tender No.CDFD/PUR/GTE/2024-25/MED/RC/IND21690, due on 09-01-2025 at 3.30 p.m. 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, Inner Ring Road, Uppal, Hyderabad-39 on or before 3.30 p.m. of 09-01-2025. The Tender document at any cost should not be handed over to any person.
5. 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.
6. In order to clarify any doubts pertaining to this tender, a **Pre-bid meeting will be held on 26-12-2024 at 11.00 a.m.** at S&P Committee Room, Cellar, Laboratory building, Uppal. Bidders, who wish to participate in the Pre-bid meeting, kindly confirm their participation prior to the Pre-bid meeting atleast three days before.
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 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. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

हस्ताक्षर
प्रभारी-भण्डारण एवं क्रय
Sd/-
I/C-Stores & Purchase

अध्याय CHAPTER 1

बोली लगाने के लिए निर्देश INSTRUCTIONS TO BIDDER

1. Requirement of Registration Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)
 - I. Any bidder from a country, which shares a land border with India, will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
 - II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. Bidder from a country which shares a land border with India “for the purpose of above order/ this tender means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country: or
 - e. An Indian (Or other) agent of such an entity or
 - f. A natural Person who is a citizen of such a country; or
 - g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - IV. The Beneficial owner for the purpose of (iii) above will be as under:
 - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

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TECHNICAL BID (PART-I)

Explanation-

- a. **‘Controlling ownership interest’** means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
 - b. **‘Control’** shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;
 - b. In case of a partnership firm., the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
 - d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealing with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority.

Bidders are requested to submit the prescribed Certificate as per **Annexure VI**.

2. In case bids are submitted by dealer of **‘Class I Local Supplier’ / ‘Class II Local Supplier’**, specific **Manufacturer’s Authorisation Form (MAF)** shall be submitted along with the Tender

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TECHNICAL BID (PART-I)

- a. Only one 'Class I Local Supplier' / 'Class II Local Supplier' (or) the duly authorized dealer can quote. If both 'Class I Local Supplier' / 'Class II Local Supplier' and dealer quote for the same tender, both their tenders will be rejected.

The tenderer (i.e. Original Manufacturer or Authorised Dealer) are requested to submit their offer in their own letter head, neatly typewritten without any overwriting. The Tenderers shall have to indicate clearly the brand/ make of the product(s) for which they are submitting the RC proposal.

3. The bid shall be submitted as per **BID FORMAT** enclosed at **Annexure – II**.

4. Evaluation of the bids

- 4.1 The evaluation of the bids shall be done based on requirement of CDFD and any decision taken by CDFD into the matter will be final and binding.
- 4.2 The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids and unsigned bids shall be rejected as non-responsive without any further evaluation.
- 4.3 Bids not supported by the eligibility criteria shall be summarily rejected.
- 4.4 Bidders may be called for discussion /clarification/ further discount before the finalisation of rate contract, if considered necessary by CDFD.
- 4.5 All the bids where the **maximum discount on NDP Price/ Price List/Institutional Price/Hospital Price** is offered shall be processed for finalisation of the rate contract.
- 4.6 ***A Certificate to the effect that "Rates charged are not more than those offered to any Institution/Govt.Hospital" that shall be submitted along with the bid.***

5. PRICE

- 5.1 **Prices** must be quoted on the basis of Discount on **Net Dealer Price (NDP)** for each category of items in terms of Percentage (%) discount on NDP. **Additional Dealer Discount** may also be mentioned clearly wherever applicable.
- 5.2 The bidder must undertake that the prices mentioned in their pricelist are firm and valid till end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices during the contract period the same should be notified to CDFD. Alongside, if any special promotional marketing scheme(s) is/are launched from time to time, the same must be made available/ intimated to CDFD, Hyderabad.
- 5.3 The bidder should ensure that the prices quoted are **FOR, CDFD, Hyderabad**, basis, including its unloading at CDFD as per the details given in CDFD Purchase Order (PO) and inclusive of all taxes and duties. In case of **temperature controlled products**, necessary precautionary measures shall be taken so by the supplier that the item(s) remain in the specified temperature till its delivery to the CDFD end user.

बोलीदाता का हस्ताक्षर
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TECHNICAL BID (PART-I)

5.4 The prices remain **fixed** during the period of RC and the end users of the Institute shall be invariably offered agreed benefits of Rate Contract item(s) even in cases of cash purchase by CDFD user in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved by CDFD under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract to any other organisation / user, the RC prices/ orders shall be modified suitably without any intimation to the bidder.

5.5 The bidder shall submit the bid of pricelist to the following address.

Incharge - Stores & Purchase
Centre for DNA Fingerprinting and Diagnostics
Department of Biotechnology,
Ministry of Science & Technology, Govt. of India
Inner Ring Road, Uppal, Hyderabad – 500 039 (Telangana) INDIA
Ph: +91-40-27216020, 6025
e-mail: purchase@cdfd.org.in, punitha@cdfd.org.in, pkiran@cdfd.org.in

5.6 The prices quoted must include the prices of goods up to CDFD inclusive of freight, insurance up to CDFD, charges for dry ice or any incidental charges.

6. Purchase Orders under the rate Contract

6.1 Bidders may note that mere conclusion of Rate Contract does not guarantee placement of purchase order or any assured quantity of business during the contract period, rather the orders shall be placed based upon need and suitability of offered items by CDFD.

6.2 Purchase Orders placed till the last working day of the Rate Contract should be honoured and executed under the rate contract without any need for extension of the rate contract or change of price.

7. Product Quality

The manufacturer/bidder should give an undertaking stating that the products they are offering are of good quality, new, unused, genuine and as per standard specifications. In case it is found that the product is old or spurious, the bidder shall be barred from doing any business with CDFD for a period, which will be determined by competent authority. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the Catalogue no., quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at 'free of cost' by the bidder. In case after receipt and inspection of material or during its usage, any defect is found in the quality of material, the supplier shall have to provide free replacement of the supplied material or he shall have to refund the amount charged towards the same.

8. Order amendments

On receipt of the Purchase Order, the Bidder shall check the correctness of the **product code, rates and other terms and conditions** of the Purchase Order. In case of any discrepancy/ corrections the same should be immediately brought to the notice of the CDFD immediately for the issue of necessary amendment of PO strictly as per RC terms only.

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Sign. of Bidder

9. Delivery

- 9.1 The ordered items must be delivered at CDFD unless otherwise specified in the purchase order within a period of **FOUR (04) Weeks** from the date of issue of purchase order. Supplies are normally accepted on all working days from **10:30 AM to 5:00 PM** except on Saturday, Sunday and other public holidays. In case of deviation in **delivery timeline** due to any specific issue in an individual case, the bidder must seek prior written approval of CDFD to extend the same, failing which LD may be invoked for such delayed delivery and PO itself can be cancelled at the discretion of CDFD.
- 9.2 All the perishables/hazardous / fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically indicate that goods being supplied are perishables/hazardous / fragile with advance written intimation to this office.
- 9.3 The bidder can execute the supply of the ordered material in a staggered manner only with prior written permission of CDFD and maximum of **three** staggered deliveries can be allowed per purchase order within the delivery schedule, if approved by CDFD specifically. But, in case of perishables, hazardous consumables, the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use under intimation to CDFD Purchase Section.
- 9.4 **Among the medicines supplied that any medicines nearing expiry shall be replaced.**
- Expiry date minimum of one year is required.
 - If asked FDA/EUDA/CDSCO/FSSAI certificate of particular drug should be submitted by the Vendor
 - Drug license is mandatory
 - Before making Rate contract with vendor drug formula, quantity and quality will be cross checked and details should be submitted.
 - Indenter has right to refuse the material, if it is not meeting the above said requirements.
- 9.5 **LATE DELIVERY:** The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of **0.5 (zero point five) percent** of order value **per week** of delay subject to a **maximum of 10 (ten) per cent** shall be levied in cases where ordered goods are delayed beyond the schedule delivery period. Beyond this the Supply Order is liable to be treated as cancelled at the discretion of Director CDFD. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the firm. LD shall not apply in case the extension is approved by the Competent Authority, CDFD.
- 9.6 Bidders who can actually execute the contracts, if awarded, are requested to participate in the tender process.3

बोलीदाता का हस्ताक्षर
Sign. of Bidder

10. Payment

- 10.1 Payment for supplies will be made on Bill Basis after supply and acceptance. Normally 100% payment against a **pre-receipted bill** in triplicate (duly stamped) should be made within 30 days after receipt of materials if found in order, in quality and in quantity. Supplies will be made promptly within the delivery schedule. For local supplies, the payment will be made only after satisfactory supply at CDFD and after certification by our user expert/scientist. **Kindly supply the material in one lot of any P.O. If you are unable to supply in single lot then you can supply twice or thrice the single bill may be raised and submitted with supporting delivery challans.**
- 10.2 No advance payment shall be made for part supplies under normal circumstances. CDFD reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or also reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract at the discretion of the Competent Authority, CDFD.
- 10.3 **TDS/ TCS** will be deducted as per applicable statutory provisions as per instructions issued by the Govt. from time to time. CDFD GST No. is **36AAATC2727J1ZT**.

11. Fall Clause:

- 11.1 The proposed rate contract shall be guided by the **FALL CLAUSE** wherein if the Rate Contract (RC) holder / bidder undertakes to reduce price or sells or even tenders to sale the rate contract goods following conditions of sales of same / similar to those of the rate contract to any other person or organization during the currency of the rate contract. Accordingly, the rate contract prices will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly at reduced price offered by Rate Contract holder / bidder to any other third party / organisation. This includes products uploaded by the bidder's authorized dealer on **GeM** and other parallel rate contract holders, if any.
- 11.2 An **undertaking** is required to be given by all the manufacturers / bidder that the rates offered by them are not more than the rate offered to any other DBT/Government agencies/Institution and the discount offered is not less than the discount offered to any other DBT/ Government agencies/Institution. In case any such discrepancy is noticed at any point of time manufacturers / bidder shall undertake to refund the difference amount to CDFD, Hyderabad and also rate contract is liable to be cancelled at the discretion of the Competent Authority, CDFD.

12. Discount

- 12.1 The bidder shall offer a **FIXED DISCOUNT** applicable on the **list price/ NDP** applicable in BOQ (price bid). The discount must be indicated in the BOQ (Price Bid). **Bidder shall also upload pdf/scanned copy of offered discount structure in their letterhead strictly in conformity with BOQ** duly signed and stamped by their authorized representative along with their e-bid for reference, particularly in cases where bids are submitted for multiple category with **different discount structure** for each category to ensure clarity.

बोलीदाता का हस्ताक्षर
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TECHNICAL BID (PART-I)

12.2 The percentage of **discount** must be mentioned in **words** as well as **figures**.

13.Parallel Rate Contract: CDFD reserves the right to conclude more than one rate contract for the same Brand/ product and has the option to re-negotiate the price(s) with the rate contract holder(s).

14.बोली प्रक्रियाएं BID CURRENCIES: Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£), Singapore Dollar (S\$), Australian Dollar (AUD\$), Canadian Dollar (CAD\$) wherever possible for correct evaluation during comparison.

15.Please submit INR quote OR foreign currency quote for proper comparison of rates in view of Customs Duty Exemption and GST exemption.

16.बोली सुरक्षा जम्मा की जा सकती है 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.

17.VALIDITY OF RATE CONTRACT: The Rate Contract (RC) will be valid as long as Institutional Prices/Hospital Prices are valid.

18.RENEWAL OF RATE CONTRACT, IF ANY: The Annual Rate Contract can be extended for a further period of **THREE MONTHS** on mutually agreed terms and conditions between both the parties and on satisfactory performance subject to applicability of Price Fall Clause.

19.TERMINATION OF RATE CONTRACT (RC)

The Rate Contract can be terminated by either of the parties with **30 Days** prior notice in writing. However, in exceptional cases CDFD reserves the right to terminate the rate contract at any point of time without any notice in case the performance of the Tenderer is found consistently unsatisfactory or due to the serious lapse on the part of the Tenderer. CDFD is not bound to assign any reason of termination of RC and decision taken by CDFD into the matter will be final and binding.

20.Vague terms like “packing forwarding transportation etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such tender shall be treated as incomplete and rejected.**

21.REASONABILITY OF PRICES:

The material will not be supplied by the vendor less than the Rate Contract prices to any other Govt. Institution. If the same is found, the proportionate recoveries will be made.

बोलीदाता का हस्ताक्षर
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TECHNICAL BID (PART-I)

22. Copies of Rate Contract with other DBT Labs./Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.

23. The bidder should submit a certificate stating that maximum discount is being given and no other Government Organization including DBT is being benefited more than this discount (Annexure V).

24. The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned wherever applicable. The bidders may tender a separate discount/price for bulk purchases and also define the quantity to be treated as 'bulk'. Special/ promotional offers or end of season sales in addition to RC discount shall be processed based as individual offer, subject to its acceptance by CDFD to avail such special/ promotional offers.

25. Conditional tender shall not be accepted.

26. An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal (Annexure IV). If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned/highlighted/star marked in the pricelist. Any changes in this regard during currency of RC must be brought into the notice of CDFD by the bidder to get such items deleted from RC List.

27. Code of Integrity

A. The bidders/suppliers should sign a declaration about abiding by the **"Code of Integrity for Public Procurement"** in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

B. Code of integrity for Public Procurement:

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

C. Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming 14 under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

D. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.

- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Bidders are requested to submit the prescribed Certificate as per **Annexure VII**.

28. Settlement of Disputes

- 28.1 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.

- 28.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

28.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in 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.

28.4 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b)	the Purchaser shall pay the Supplier any monies due the Supplier at the discretion of Director, CDFD

29. All disputes are subject to applicable Indian law and jurisdiction of competent local court at **Hyderabad, Telangana, India, only.**
30. Normally, no condition of the tender shall be relaxed. However, the Director, CDFD may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The Director, CDFD reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.
31. **योग्य बोलीदाता 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.
32. 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 Medicines to be purchased under this Invitation of Bids.
33. **बोलीदाता की क्षमता 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.
34. 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

35. 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 / Other Govt. Institutes / Ministries / Depts. One Indian Agent cannot represent two different foreign principals for the same item in one tender.

36. योग्यता मापदंड QUALIFICATION CRITERIA:

1. The Bidder should be in the similar business for the last 3 years and have successfully supplied Medicines at least One similar Medicines in India to any of the Department of State / Central / PSU / University / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies during the last 3 years. Similar supply means "Supply of Medicines". Proof to be enclosed with the Technical Bid.
2. Bidders submitting proof of execution of Orders in the name of OEM or in the name of sister concerns cannot be considered. However, if the OEM specifically authorize his dealer on his behalf is acceptable.
3. The bidder should be free from all encumbrances and possess adequate resources for executing the contract in the case it is awarded.
4. The Bidder should not be black listed by any of the Department of State / Central / PSU / University / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies.
5. The Bidder should have atleast 2 supplies of the quoted Medicines world-wide.
6. The bidder from a country, which shares a land border with India should comply with the order issued by Department of Expenditure, Ministry of Finance, Government of India vide (order (Public Procurement No.1) dated 23-07-2020, Order (Public Procurement No.2) dated 23-07-2020 and Order (Public Procurement No.3) dated 24-07-2020. The bidder shall submit undertaking as per the Annexure-II.
7. **बोली दस्तावेजों की सामग्री** CONTENT OF BIDDING DOCUMENTS: The Medicines 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 5 chapters as under:
 1. Chapter 1 :Instructions to Bidder
 2. Chapter 2: Detailed Terms & Conditions
 3. Chapter 3 :Price Schedule
 4. Chapter 4 :Formats
8. 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.
9. **बोली दस्तावेजों का स्पष्टीकरण** CLARIFICATION OF BIDDING DOCUMENTS: A prospective Bidder requiring any clarification of the Tender Document shall contact the Purchaser in writing. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than 7 days prior to the deadline for submission of bids.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

10. **बोली दस्तावेजों का संशोधन** 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.
11. **बोली की भाषा** 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.
12. **बोली के साथ संलग्न दस्तावेज** DOCUMENTS TO BE ENCLOSED WITH BID: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
1. Bid Information Form as per format given at ANNEXURE-I
 2. Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per format given at ANNEXURE-II
 3. Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest as per format given at ANNEXURE-III
 4. Format for declaration by the Bidder for Reasonability of Prices as per format given at ANNEXURE-IV
 5. Format for Self Certification by "Class I Supplier or Class II Supplier" regarding Local Content as per format given at ANNEXURE-V
 6. Certificate for Class-I or Class-II Local Supplier (on the Letterhead of the Bidder) as per format given at ANNEXURE-VI
 7. Bid Form as per format given at ANNEXURE-VII
 8. Detailed quotation along with Terms and Conditions.
 9. Manufacturer's Authorization Form as per format given at ANNEXURE-VIII
 10. Bid Security / EMD as per format given at ANNEXURE-IX.
 11. Photocopies of two purchase orders of the quoted Medicine
 12. Copies of various Firm or VAT or TOT Registration etc.
 13. GST Registration, if applicable.
 14. Bidder Performance Statement as per format given at ANNEXURE-X
 15. Financial Status of the Bidder as per format given at ANNEXURE-XI.
 16. Compliance statement indicating yes/No as per CDFD specifications
 17. All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers.
 18. CDFD Tender document duly signed by the bidder on all the pages.
 19. Check List as per format given at ANNEXURE-XII.

Note: Your Bid will be rejected if all the above enclosures are not attached with the Bid without seeking any further clarifications from you.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

13. बोली जमा करने के लिए प्रणाली और विधि MANNER AND METHOD FOR SUBMISSION OF BID:

- a. The bidder is advised to paginate complete bidding documents excluding the CDFD Tender Documents in blue/black pen.
- b. The bidder is advised to attach the bid documents as under
 - i) Bid Covering Letter
 - ii) Detailed quotation of the bidder with Terms & Conditions and Price bid details
 - iii) EMD
 - iv) Firm or VAT or TOT Registration Certificate
 - v) GST
 - vi) Two copies of Purchase Order as per eligibility
 - vii) Financial Status of the Bidder as per Annexure- XII
 - viii) Other documents as indicated above
 - ix) CDFD Tender Document duly signed and affixing company seal
 - x) Check List

Please don't enclose the balance sheet copies, Audited Reports, IT Returns, etc. and only submit the one page Financial Status duly filled in with Turnover details, which is certified by CA.

The Page No and enclosures details should be indicated in the Checklist without fail.

14. बोली फार्म BID FORM : The bidder shall use the format as per Annexure-VIII.

15. बोली कीमतें BID PRICES: The Bidder shall indicate the unit prices, discounts and total bid prices of the Medicines it proposes to supply.

16. Prices indicated shall be entered separately in the following manner (For indigenous Items): The Price of the Medicines, 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.

17. करों / कर्तव्य 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.

18. Rates should be quoted 'FOR' CDFD Stores, 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.

लीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

19. 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.
20. **बोली सुरक्षा जप्त की जा सकती है** The bid security may be forfeited:
- If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or
 - In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order and/or fails to furnish Performance Security within 7 days from the date of contract / order.
21. **बोलियों की वैधता का अवधि** PERIOD OF VALIDITY OF BIDS: Bids shall remain valid for 120 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.
22. 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.
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. **बोलियों के प्रस्तुत करने के लिए अंतिम तिथि** 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. **देर से की गई बोली** 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 arked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.
26. **बोलियों में बदलाव, प्रतिस्थापन एवं वापसी** 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 bids. However, no withdrawals of Bids are permitted after the Deadline for submission.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

27. **गोपनीयता 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. **बोलियों की घोषणा 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. **प्रारंभिक परीक्षा 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 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, without seeking further clarifications.
31. **मूल्यांकन और बोली की तुलना EVALUATION & COMPARISON OF BIDS:** Bidders who have quoted as per the tender specifications will only be considered for comparison and other bids will be summarily rejected. The evaluation & comparison shall be made as under:
32. The final landing cost of purchase after all discounts, freight, forwarding, insurance warehouse to warehouse, custom clearing charges, Bank Charges and all duties, taxes etc. shall be the basis of evaluation.
33. **आयातित बनाम स्वदेशी प्रस्ताव Imported Vs. Indigenous Offers:** The final landing cost (warehouse to warehouse) 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.
34. 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.
35. 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

- 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.
36. Bidders who have not agreed to CDFD payment terms, Delivery Schedules and not enclosed the relevant documents as per this tender Term will be treated as Unresponsive Bidders and may be rejected.
37. **सी डी एफ डी द्वारा वर्गीकरण** CLARIFICATIONS BY CDFD: The Tender Evaluation Committee may seek clarifications on the technical as well as commercial terms if deemed fit and the bidder to provide such clarifications in a reasonable time immediately within a day or two.
38. **उद्धृत आइटम का प्रदर्शन** 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.
39. **एकल मुद्रा में कनवर्टन** 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.
40. **समझौता वार्ता** 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.
41. **पुरस्कार का मापदंड** 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.
42. **किसी भी बोली को स्वीकार करने और किसी भी या सभी बोलियों को अस्वीकार करने के लिए क्रेता का अधिकार**
43. **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.
44. **पुरस्कार के समय खरीदार के अधिकारों के लिए खरीदार का अधिकार** 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 Medicines and services originally specified in the Tender documents without any change in unit price or other terms and conditions.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

45. **असीमित पोस्ट बोली संशोधित करें** 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.
46. **ऑर्डर स्वीकृति** ORDER ACCEPTANCE: The successful bidder should submit acceptance of the Purchase Order immediately but not later than 7 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the supplier is not interested and his bid security is liable to be forfeited.
47. **संयुक्त उद्यम, कंसोर्टियम या एसोसिएशन** 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.
48. **मानक** STANDARDS: The Medicines 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 Medicines country of origin and such standards shall be the latest issued by the concerned institution.
49. **टेंडर की अक्षमता** 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.
50. **धोखा और भ्रष्टाचार** 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:
51. "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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

52. 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.
53. The successful Bidder shall execute Contract Agreement with CDFD on Non-Judicial Stamp Paper of Rs.200/- with detailed Terms and Conditions.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

अध्याय CHAPTER 2

विस्तृत नियम और शर्तें DETAILED TERMS AND CONDITIONS

1) **परिभाषाएं** 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 fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order.
- d. "Medicines" means all of the commodities 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 Medicines, such as transportation, insurance, 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. **सप्लायर का उत्तरदायित्व** SUPPLIER'S RESPONSIBILITIES: The Supplier shall supply all the Medicines and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.
3. The Supplier shall take full responsibility of prompt service and support to ensure the instrument is replaced during the warrantee period within a reasonable time.
4. **उप-अनुबंधों** SUB-CONTRACTS: The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.
5. **अनुबंध की कीमत** CONTRACT PRICE: Prices charged by the Supplier for the Medicines supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

6. **कॉपीराइट COPY RIGHT:** The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
7. **पेटेंट अधिकार 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 Medicines or any part thereof in India.
8. **निरीक्षण और परीक्षण 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 Medicines 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 Medicines 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 Medicines 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.
9. **पैकिंग PACKING:** The Supplier shall provide such packing of the Medicines 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 Medicines 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 Medicines. The Material to be dispatched with International standard packing to withstand Rigors, and to avoid any transit damages.
10. **पैकिंग निर्देश 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 Medicines
 - V. Packing list reference number
11. **वितरण और दस्तावेज DELIVERY AND DOCUMENTS:** Delivery of the Medicines and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

12. 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: spo@cdfd.org.in, purchase@cdfd.org.in, pkiran@cdfd.org.in and confirm its receipt by the purchaser.
- I. Airway Bill / Bill of Lading;
 - II. Invoice
 - III. Packing list
13. The above documents should be received by the Purchaser before arrival of the Medicines (except where the Medicines have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
14. 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.
15. If there is a delay in forwarding the Airway Bill, Invoice, packing list and Cargo Arrival Notice (CAN) 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.
16. Please inform your freight forwarder to issue the Delivery Order and complete all the formalities with Customs and handover the Delivery Order within a day to avoid penalty.
17. 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.
18. **बीमा INSURANCE:** The Medicines supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
19. For delivery of Medicines at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Medicines from "Warehouse to warehouse" (final destinations) on "All Risks" basis including war Risks and Strikes.
20. **परिवहन TRANSPORTATION:** Where the Supplier is required under the Contract to deliver the Medicines on FOB, transport of the Medicines up to and including the point of putting the Medicines 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 Medicines FCA, transport of the Medicines 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

Where the Supplier is required under the Contract to deliver the Medicines CIF or CIP, transport of the Medicines 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 Medicines 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.

The Supplier should provide the required Labour to unload the materials at CDFD Stores as CDFD cannot arrange any facilities or labour in this regard.

21. **भुगतान की शर्तें** TERMS OF PAYMENT: Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made within 30 days after receipt of the Medicines.
22. **वितरण कार्यक्रम** Delivery Schedule: Within 60 days from the date of receipt of order. However, indly indicate the delivery schedule in the Bid.
23. **संशोधन** 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.
24. **सौंपा गया काम** 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.
25. **समय का विस्तार** EXTENSION OF TIME : Delivery of the Medicines 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 Medicines 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

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.

26. **जुर्माना खंड** PENALTY CLAUSE: Subject to clause on Force Majeure, if the Supplier fails to deliver any or all of the Medicines 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.
27. **डिफॉल्ट के लिए समाप्ति** 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
- If the Supplier fails to deliver any or all of the Medicines within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent 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:

- The Performance Security is to be forfeited;
 - 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.
28. **अनिवार्यता के लिए समाप्ति** 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.
29. **विवादों का निपटारा** 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.
30. **लागू कानून** 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

31. मध्यस्थता करना ARBITRATION:

i) 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.

ii) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Medicines under the Contract.

iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- a. If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC) New Delhi. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.
- b. 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.

iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

v) Notwithstanding, any reference to arbitration herein,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) The Purchaser shall pay the Supplier any monies due the Supplier.

32. नोटिस 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

TECHNICAL BID (PART-I)

33. **कर और शुल्क TAXES AND DUTIES:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., Incurred until delivery of the ordered Medicines to the Purchaser at the final destination.
34. Commercial Invoice produced by Reprographic system or automated computerized system marked as original not acceptable.
35. 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.
36. 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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

Note:

- 1) All the standard formats are scanned and attached for the reference of the bidders.
- 2) Interested bidders are hereby requested to submit a separate quotation for every brand.

The Bid must be accompanied with prescribed documents, as indicated in **Annexure I to Annexure VII**, failing which the bid shall be considered as Non-responsive.

धोषणा 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:

मूल्य सूची PRICE SCHEDULE (PART-II)

अध्याय CHAPTER 3

Sl. No	Item Description	Qty	Unit / Price	Dis-count	Taxes (if any)	Total Amount
I	Supply of Medicines					
1	Recombinant Beta Glucosidase (Enzyme replacement therapy for Gaucher disease) Imiglucerase 400 Units vial I/V	1				
2	Recombinant Alpha Glucosidase (Enzyme replacement therapy for Pompe disease) Alglucosidase alfa 50 mg vial I/V	1				
3	Recombinant Alpha Glucosidase (Enzyme replacement therapy for Pompe disease) Avalglucosidase alfa 100 mg vial I/V	1				
4	Recombinant Alpha Iduronidase (Enzyme replacement therapy for Mucopolysaccharidosis I) Laronidase 2.9 mg vial I/V	1				
5	Agalsidase beta 5mg	1				
6	Idursulfase 2mg/ml	1				
7	CRIZANLIZUMAB 100MG 10 ML	1				
8	RISDIPLAM 60mg/80 ml oral (0.75mg/1ml)	1				
9	SOMATROGON 60 mg	1				
10	HUMAN COAGULATION FACTOR VII INJ - Each vial to contain: Human Recombinant Coagulation Factor VII activated (rDNA origin) 1 mg Each vial to contain: Human Recombinant Coagulation Factor VII activated (rDNA origin) 2 mg	1				
11	LUTROPIN ALFA r DNA (RECOMBINANT LEUTINISING HORMONE 75 IU) POWDER WITH 1 ML SOLVENT FOR SOLUTION FOR INJECTION	1				
12	MIGLUSTAT	1				
13	OLIPUDASE ALFA RPCP VIAL FOR INJ	1				
14	FOLLITROPIN ALFA 450 IU (r-hFSH) + LUTROPIN ALFA 225 IU (r-FSH) IN PRE FILLED PEN (PERGOVRIS tm 450 IU PRE FILLED PEN)	1				
15	FOLLITROPIN ALFA 900 IU (r-h FSH) + LUTROPIN ALFA 450 IU (r-FSH) (PERGOVERIS TIM 900 IU PRE FILLED PEN)	1				
16	NONACOG BETA PEGOL 1000 IU	1				
17	HUMAN GROWTH HORMONE SOMATROPIN 16 IU /SOMATROPIN 5.3 MG/ML	1				
18	Agalsidase beta 35mg	1				
19	Risperidone 50.0 mg	1				
20	Ocrelizumab 300mg	1				

II	Other Requirements, if any, please list out					
III	Payment Terms					
IV	Delivery Schedule					
V	Validity					

GRAND TOTAL: In Figures _____

In Words: (In Rupees _____)

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.

The price with following details for entire range of products - shall also be submitted.

- | | | | |
|-------------------------------|---|------------------|---------------------|
| a. Category | b. Sub-Category | c. Catalogue No. | d. Item Description |
| e. HSN Code | f. Item type | g. Item Unit | h. Item Rate |
| i. Discount in percentage (%) | j. Applicable IGST / GST percentage (%) | | |

**बोलीदाता का हस्ताक्षर
Sign. of Bidder**

अध्याय CHAPTER 4
अन्य प्रारूप FORMATS

Annexure-I

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm].

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

Tender No.: [insert number from Invitation for bids]

Page 1 of _____ pages

01.	Bidder's Legal Name [insert bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended country of registration]
04.	Bidder's Year of Registration: [insert bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]
06.	Bidder's authorised representative information Name: [insert authorised representative's name] Address: [insert authorised representative's address] Telephone/Fax numbers: [insert authorised representative's telephone/fax numbers] Email Address: [insert authorised representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

Format for declaration by the Bidder on
Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules
(GFRs), 2017

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Ref. No: _____

Date _____

To,

The Director,
CDFD,
Hyderabad- 500039.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby undertake that *“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.*

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

Director,
Centre for DNA Fingerprinting and Diagnostics (CDFD),
Inner Ring Road, Uppal,
Hyderabad- 500039, India.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a.
- b.
- c.

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for declaration by the Bidder for Reasonability of Prices
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To

Director,
Centre for DNA Fingerprinting and Diagnostics (CDFD),
Inner Ring Road, Uppal,
Hyderabad- 500039, India.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby certify that the price/s offered vide our Quotation No. _____ dated _____ is reasonable.

We further certify that the quoted **NDP prices** offered under Rate Contract (RC) are the minimum and we have not quoted the same item/s on lesser rates than those being offered to CDFD, to any other customer or Govt./ DBT organisation.

Further, we **maximum discount on NDP prices** has been offered, which is not less than discount offered to any other customer or Govt./ DBT organisation.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for Self Certification by “Class I Supplier or Class II supplier” regarding Local Content

(To be provided by the supplier on letter head duly signed by the authorized signatory along with seal of the firm. In case procurement value in excess of 10 Crore, Class I Supplier or Class II supplier is required to provide Certificate issued by Statutory Auditor or Cost Auditor of the Company.)

Date: _____

I _____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That I have gone through the terms and conditions of the Make in India policy of the Government of India issued vide Notification – Public procurement (preference to Make in India) Order No. P-45021/2/2017 - PP (BE-II) dated 16.09.2020 agree to abide by the same.

That the information furnished on behalf of my firm hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content on behalf of the Govt. of India/ DBT.

That the local content for all inputs for offered Medicines.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per said Order No. P-45021/2/2017/ -PP(B.E-II) dated 16.09.2020.

I agree to maintain the following information in the Company’s record and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued

- iii. Certificate issued for all R & D Consumables offered under RC - Yes /No.
(Please delete /strike off items not falling in this category in RC offer)
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed - _____%
- vi. Name and contact details of the unit of the manufacturer where value addition is made

Signature

Date:

Place:

CERTIFICATE FOR CLASS-I OR CLASS-II LOCAL SUPPLIER
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To
 Director,
 Centre for DNA Fingerprinting and Diagnostics (CDFD),
 Inner Ring Road, Uppal,
 Hyderabad- 500039, India.

Sir,

We hereby declare that the items under our Quotation No. _____ in the brand name of _____ are manufactured at _____.

Hence, its contains the local content of

- a) More than 50%
 - b) More than 20% and Less than 50%
- Strike out whichever is not applicable*

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt. of India.

The value addition for the local content is done at (Name of the place) _____.

The Country of Origin of the item(s) is/are _____.

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the Certificate is found to be incorrect.

Yours sincerely,

Signature
 (Name of the Authorized Signatory)
 Company Seal

Note: The certificate may be prepared under Letter Head of the Vendor and submitted duly signed by the authorized signatory.

बोली फार्म (बोली आवरण पत्र)

BID FORM (BID COVERING LETTER) - Annexure-VII

[The Bidder shall type this Form on their Letter Head and enclose this along with Bid.]

To:

The I/c - Stores & Purchase

Centre for DNA Fingerprinting & Diagnostics,

Inner Ring Road, HYDERABAD - 500039.

We, the undersigned, declare that:

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

Signed:

Name:

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

Dated on _____ day of _____, _____

निर्माता 'प्राधिकरण फार्म'
MANUFACTURERS' AUTHORIZATION FORM - Annexure-VIII

No:

Dated: _____

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

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 Medicines and services offered by the above firm.

Yours faithfully,

(Name)
(Name of Manufacturers)

Note: This letter of authority should be on the Letter Head 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 bid.

बोली सुरक्षा / एयरनेस्ट पैसा जमा फॉर्म
BID SECURITY / EARNEST MONEY DEPOSIT FORM – Annexure-IX

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 present that WE _____ of _____ having our registered office at _____ are bounds 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 tender 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 conditions 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 and Address of the Bank and Address of the Branch.

बोलीदाता प्रदर्शन विवरण

BIDDER PERFORMANCE STATEMENT - ANNEXURE - X

S.No.	CLIENT - 1	CLIENT - 2	CLIENT - 3
1.	Name & Address of the Purchaser	Name & Address of the Purchaser	Name & Address of the Purchaser
2.	Purchase Order No. and Date	Purchase Order No. and Date	Purchase Order No. and Date
3.	Description of material:	Description of material:	Description of material:
	Make/Model:	Make/Model:	Make/Model:
	Qty:	Qty:	Qty:
4.	Date of Installation	Date of Installation	Date of Installation
5.	Contact Details	Contact Details	Contact Details
	Name: _____	Name: _____	Name: _____
	Email: _____	Email: _____	Email: _____
	Tel. No.: _____	Tel. No.: _____	Tel. No.: _____

Please note that priority of selection of your bid will be based on the above credentials. Therefore please submit at least 2 order details successfully executed during the past 3 years.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

बोलीदाता की वित्तीय स्थिति
FINANCIAL STATUS OF THE BIDDER – ANNEXURE-XI

Sl. No.	Financial Year	Annual Turnover	Profit / Loss
1	2023-24		
2	2022-23		
3	2021-22		

Place:

Date:

Sign. of Bidder with Seal

बोलीदाता का हस्ताक्षर

जाँच सूची
CHECK LIST - ANNEXURE-XII

S. No.	Particulars	Indicate Yes/No	Enclosure No.
1.	Bidder Information Form (Annexure-I)		
2.	Declaration by the Bidder on Non-applicability of Exclusion from 123Restrictions under Rule 144 (Xi) of the Generation Financial Rules (GFRS), 2017 (Annexure-II)		
3.	Declaration by the Bidder for Code of Integrity & Conflict of Interest (Annexure-III)		
5.	Declaration by the Bidder for Reasonability of Prices (on the Letter Head of the Bidder) (Annexure-IV)		
6.	Self-Certification by "Class I Supplier or Class II Supplier" regarding Local Content (Annexure-V)		
7.	Certification for Class-I or Class-II Local Supplier (on the Letter Head of the Bidder) (Annexure-VI)		
8.	Bid Form (Bid Covering Letter) (Annexure-VII)		
9.	Detailed Quotation along with Terms & Conditions		
10.	Copy of Firm Registration / VAT / TOT attached		
11.	Copy of GST attached		
12.	Authorization Certificates from OEM (Annexure-VIII)		
13.	Earnest Money Deposit / BG attached		
14.	Exemption claimed for EMD / BG and Proof attached (Annexure-IX)		
15.	Photocopies of Purchase Orders / Installation Reports as per eligibility Criteria attached		
16.	UAM Copy enclosed or not		
17.	CE Marking / Certification		

18.	Bidder Performance Statement (Annexure-X)		
19.	Compliance Statement		
20.	Financial Status of the Bidder (Annexure-XI)		
21.	CDFD Tender Document duly signed and stamped attached		

SIGNATURE OF BIDDER WITH SEAL:

Email ID:

Contact Number:

Name: Annexure