निविदा दस्तावेज
TENDER DOCUMENT

के लिये
FOR

ME220 FOCUSED-ULTRASONICATOR WITH 5YRS WARRANTY ALONG WITH ME220 ACCESSORIES (MICROTUBE STARTER KIT; MICROTUBE STRIP STARTER KIT; RACKS FOR SNAP CAP, CRIMP CAP, 8-MICROTUBE STRIP, 4-PLACE MICROTUBE-500, 4-PLACE MILLITUBE-1ML) & MICROTUBE-130AFA FIBER SCREW CAP

TENDER # CDFD/C-118/2026-27/IND1264

BRIC
a DBT Organization

CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS · CDFD ·

CDFD
Innovating to benefit society

CDFD

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

इनर रिंग रोड, उप्पल, हैदराबाद - 500039
Inner Ring Road, Uppal, HYDERABAD - 500039
(तेलंगाना राज्य) भारत
(Telangana State) India

डी एन ए फिंगरप्रिंटिंग एवं निदान केंद्र

(बायोटेक्नोलॉजी विज्ञान और प्रौद्योगिकी मंत्रालय एक स्वायत्त संस्थान। भारत सरकार)

CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS

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

इनर रिंग रोड **Inner Ring Road,** उप्पल **Uppal,** हैदराबाद **HYDERABAD - 500039 (**तेलंगाना राज्य **Telangana State)** भारत **India**

Ph. No. 040-27216025/20, Fax: 040-27216019 Email: pkiran@cdfd.org.in

निविदा आमंत्रित सूचना
NOTICE INVITING TENDER

Tender No. CDFD/C-118/2026-27/1264 **Date: 24-09.2026**

Sealed tenders in **TWO BID SYSTEM are invited on behalf of and by the Director, CDFD for supply of "ME220 FOCUSED-ULTRASONICATOR WITH 5YRS WARRANTY ALONG WITH ME220 ACCESSORIES (MICROTUBE STARTER KIT; MICROTUBE STRIP STARTER KIT; RACKS FOR SNAP CAP, CRIMP CAP, 8-MICROTUBE STRIP, 4-PLACE MICROTUBE-500, 4-PLACE MILLITUBE-1ML) & MICROTUBE-130AFA FIBER SCREW CAP", Qty-1 No."**

काम की गुंजाइश Scope of work: Supply of "ME220 FOCUSED-ULTRASONICATOR WITH 5YRS WARRANTY ALONG WITH ME220 ACCESSORIES (MICROTUBE STARTER KIT; MICROTUBE STRIP STARTER KIT; RACKS FOR SNAP CAP, CRIMP CAP, 8-MICROTUBE STRIP, 4-PLACE MICROTUBE-500, 4-PLACE MILLITUBE-1ML) & MICROTUBE-130AFA FIBER SCREW CAP".

1. **इच्छुक योग्य बोलीदाता हमारी वेबसाइट से पूर्ण बोली-प्रक्रिया दस्तावेज मुफत 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:** EMD amounting to **Rs.2,50,000/- (Rupees Two Lakhs and 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.

   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.**

4. **Technical Bid (PART-I) of the Tender must contain the documents as indicated at Clause No.14 of Instructions to Bidder.**

5. **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: 16-10-2026 @ 2.30 pm

   Opening of Bids: 16-10-2026 @ 3.00 pm at Committee Room, Cellar, CDFD, Inner Ring Road, Uppal and Hyderabad.

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

6. Bidder shall seal the Technical Bids and Price Bids in two separate envelops duly marked / super-scribed as "Technical Bid (Part-I)" and "Price Bid (Part-II)". .

   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- Purchase, Centre for DNA Fingerprinting and Diagnostics, Inner Ring Road, Uppal, Hyderabad-39.

7. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**

8. **The sealed cover duly super-scribed with Tender No. CDFD/C-118/2026-27/1264, Due on 16-10-2026 @ 2.30 PM containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, CDFD, Inner Ring Road, Uppal, Hyderabad on or Before 2.30 PM of 16-10-2026. The Tender document at any cost should not be handed over to any persons.**

9. CDFD does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are also liable to be rejected.

10. **In order to clarify any doubts pertaining to this tender, a Pre-bid meeting will be held on <u>05-10-2026 at 11.00 a.m.</u> at 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.**

11. **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.**

12. **<u>Tenders submitted without EMD will be rejected</u>.** 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.

13. 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-Purchase

अध्याय CHAPTER 1

बोली लगाने वाले के लिए निर्देश INSTRUCTIONS TO BIDDERS

1. Bidders shall satisfy the requirements of a **Class I Local supplier** and **Class II Local supplier** issued in pursuance of '**Make in India' policy vide Order No.** P-45021/2/2017-PP (BE-II), dated 16th September, 2020 of Ministry of Commerce and Industry, Government of India, as amended from time to time. Bidder may please refer said order dated 16th September, 2020 for further details.

'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

'Class – I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' in the said order dated 16th September, 2020.

'Class – II Local supplier' – means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under said order dated 16th September, 2020.

'Non – Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for '**Class-I local supplier'/'Class-II local supplier'** respectively.

Note- **Bidder is required to indicate percentage of local content and provide self-certification** the items offered meet the local content requirement for '**Class –I Local Supplier' /'Class – II Local Supplier**' as the case may be. Further, the bidders shall also give details of the **location(s)** at which the local value addition is made. Only 'Class –I Local Supplier' /'Class – II Local Supplier' as defined under said "**Make in India**' order dated **16.09.2020** shall be eligible to submit RC offers. Hence, offers from **'Non – Local Supplier'** or products not complying with the requirement of **Class I Local supplier** and **Class II Local supplier** shall not be considered of issue of RC Contract.

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Sign. of Bidder

Verification of local content:

a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for 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.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.

ii. On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

2. 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.

3. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

4. **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.

5. 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.

6. 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.

7. योग्यता मापदंड QUALIFICATION CRITERIA:

1. The Bidder should be in the similar business for the last 5 years and have successfully supplied and executed at least Two similar services to any of the Department of State / Central / PSU / University / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies during the last 5 years. Similar services means **"ME220 FOCUSED-ULTRASONICATOR WITH 5YRS WARRANTY ALONG WITH ME220 ACCESSORIES (MICROTUBE STARTER KIT; MICROTUBE STRIP STARTER KIT; RACKS FOR SNAP CAP, CRIMP CAP, 8-MICROTUBE STRIP, 4-PLACE MICROTUBE-500, 4-PLACE MILLITUBE-1ML) & MICROTUBE-130AFA FIBER SCREW CAP"**. Proof to be enclosed with the quote.
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 order indicates beneficiary name with copy marked in the name of the bidder is acceptable.
3. Details of service support facilities that would be provided after the warranty period should be submitted in the Quote.
4. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spares parts. The bidder or his agent must have an office in India.
5. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required.
6. The bidder should be free from all encumbrances and possess adequate resources for executing the contract in the case it is awarded.
7. 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.
8. The Bidder should have atleast 3 installations of the quoted equipments world-wide.
9. 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-G.

8. सेवा और समर्थन SERVICE & SUPPORT:

i. Successful bidder will have to ensure that adequate number of dedicated technical service personnel's / engineers are designated / deployed for attending to the service request in a time bound manner and for ensuring timely servicing / rectification of defects during warranty period, as per service level agreement indicated in the relevant clause of the bid.
ii. Dedicated / Toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated / Toll Free Telephone No. for Service Support.
iii. Escalation Matrix for Service Support: BIDDER/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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Sign. of Bidder

iv. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance service group on INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. प्रमाण पत्र CERTIFICATES:

1. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought.

2. Test Certificate issued by the Manufacturer is acceptable. The material will be checked by Buyer's Lab and the results of the Lab will be the Sole Criteria for Acceptance of the Item.

3. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product specification given in the bid document.

10. **बोली दस्तावेजों की सामग्री CONTENT OF BIDDING DOCUMENTS:** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The bidding documents, apart from the invitation for bids have been divided into 6 chapters as under:

1. Chapter 1 :Instructions to Bidder
2. Chapter 2: Detailed Terms & Conditions
3. Chapter 3 :Specifications and Allied Technical Details of the Goods and Services
4. Chapter 4 :Price Schedule Format
5. Chapter 5 :Other Formats

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents will be at the Bidder's risk and may result in rejection of its bid.

11. **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.

12. **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.

13. **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.

14. **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.

i. Bid Form as per format given at ANNEXURE-A.
ii. Detailed quotation along with Terms and Conditions.
iii. Manufacturer's Authorization Form as per format given at ANNEXURE-B.
iv. Bid Security / EMD as per format given at ANNEXURE-C.
v. Photocopies of three purchase orders of the quoted model / Installation Reports.
vi. Copies of various Firm or VAT or TOT Registration etc.
vii. GST Registration
viii. Bidder Performance Statement as per format given at ANNEXURE-D
ix. Undertaking for Reasonable Price as per format given at ANNEXURE-E
x. Financial Status of the Bidder as per format given at ANNEXURE-F.
xi. Compliance statement indicating yes/No as per CDFD specifications
xii. All necessary catalogues/technical literature, data as are considered essential for full and correct evaluation of offers.
xiii. Availability of number of trained support personnel, both application & service support.
xiv. CDFD Tender document duly signed by the bidder on all the pages.
xv. Check List as ANNEXURE-G.

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

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Sign. of Bidder

15. **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- F (1 Page)
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.

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

16. **बोली फार्म BID FORM :** The bidder shall use the format as per Annexure-A.

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

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

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.

Authority Letter and Custom Duty Exemption Certificate under GoI Notification No.51/1996 superseded by new Notification No.045/2025, dated 24-10-2025 is applicable.

Rates should be quoted 'FOR' CDFD, Hyderabad inclusive of packing, forwarding, Customs clearance, installation and commission charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation, taxes etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted.

Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and may be liable for rejection.

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

Bidders are requested to quote the revised rates of GST as applicable.

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

17. **बोली प्रक्रियाएं BID CURRENCIES:** Prices shall be quoted in Indian Rupees only.

18. **बोली सुरक्षा / एयरनेस्ट पैसा जमा (ई एम डी) BID SECURITY / EARNEST MONEY DEPOSIT (EMD):** The Bidder shall furnish, as part of its bid, a Bid Security (BS) / Earnest Money Deposit (EMD) for an amount of **Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only)** as specified in the invitation for Bids. The BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries. The Bid Security shall be in one of the following forms at the bidders' option:

a. A bank Guarantee issued by a Nationalized / Scheduled Bank / Foreign Bank as per the format provided at Annexure-C 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.

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Sign. of Bidder

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.

19. The firms registered with DGS&D, NSIC and Micro and Small Enterprises (MSE) if any, are exempted from payment of BS provided such registration includes the item they are offering and submit the valid registration copy with the quotation.

20. The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.

21. बोली सुरक्षा जब्त 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.

22. **बोलियों की वैधता का अवधि PERIOD OF VALIDITY OF BIDS:** Bids shall remain **valid for 90 days** after the date of bid opening prescribed by the Purchaser. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

23. 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.

24. 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.

25. **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.

26. **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 marked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.

27. **बोलियों में बदलावए, 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.

28. **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.

29. **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.

30. **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.

31. 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.

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32. **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:

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.

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

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

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

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

33. 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.

34. **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.

35. 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**.**

36. **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.

37**. 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 **.**

38. **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.

39. Due to the procurement process, the Purchaser may finalize the contract at the end of the bid validity period and the details will be uploaded on the website. Therefore, the bidders may visit Institute website for award details after the bid validity period.

40. किसी भी बोली को स्वीकार करने और किसी भी या सभी बोलियों को अस्वीकार करने के लिए क्रेता का अधिकार
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.

41**. निष्पादन सुरक्षा PERFORMANCE SECURITY:** Within 7 days of receipt of the Purchase Order, the Supplier shall furnish Performance Security for 5% of the Order value in the form of Demand Draft / Bank Guarantee to be valid for 60 days after the warrantee / extended warrantee period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries. In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their dealer/bidder.

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The Letter of Credit will be opened after receipt of 5% of the Performance Guarantee valid for 60 days beyond the Warrantee period.

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

I) A Bank guarantee issued by a Nationalized/Scheduled bank located in India or a bank located abroad.

II) The Performance security may also be in the form of Banker's cheque or Account payee demand draft in favour of Director, CDFD, Hyderabad

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations.

42. **पुरस्कार के समय खरीदार के अधिकारों के लिए खरीदार का अधिकार PURCHASER'S RIGHT TO VARY QUANITITIES AT THE TIME OF AWARD:** The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services originally specified in the Tender documents without any change in unit price or other terms and conditions.

43. **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.

44. **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.

45. **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.

46. मानक STANDARDS The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution. The details such as country of origin / country of manufacturing may kindly be provided.

47. **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.
- Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected.

48. **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:

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

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

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

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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 fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order.
    d. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser as per the Purchase Order.
    e. "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier as per the Purchase Order.
    f. "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order.
    g. The final destination," where applicable, means the place of delivery as indicated in the Purchase Order.

2. **सप्लायर का उत्तरदायित्व SUPPLIER'S RESPONSIBILITIES**: The Supplier shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.

3. The Supplier shall take full responsibility of prompt service and support to ensure the instrument is replaced during the 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 Goods supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.

6. **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 Goods 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 Goods and Related Services or as discussed during the course of finalizing the contract. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

9. **पैकिंग PACKING:** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In order to maintain safety of the equipment, we prefer to have wooden crating with adequate cushion inside for transportation of any goods. The Material to be dispatched with International standard packing to withstand Rigors, and to avoid any transit damages.

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 Goods
    v. Packing list reference number

11. **वितरण और दस्तावेज** **DELIVERY AND DOCUMENTS:** Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order.

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: punitha@cdfd.org.in and purchase@cdfd.org.in as well as faxed on fax No. 091-40-27216019 and confirm its receipt by the purchaser.

    i. Airway Bill / Bill of Lading;
    ii. Invoice
    iii. Packing list

    The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

13. 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.

14. If there is a delay in forwarding the Airway Bill, Invoice, packing list and Cargo Arival 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.

    Please inform your freight forwarder to issue the Delivery Order and complete all the formalities with Customs and handover the Delivery Order with a day to avoid penalty.

15. 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.

16. **बीमा** **INSURANCE:** The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

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

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

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

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

    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.

18. **आकस्मिक सेवाएं** **INCIDENTAL SERVICES:** The supplier may be required to provide any or all of the services, as discussed during the course of finalizing the contract. User and detailed Service Manual to be supplied along with the equipment.

    a) **स्पेयर पार्ट्स** **SPARE PARTS:** The Supplier shall be required to provide the spare part details/materials, notifications, and information pertaining to its manufacture or distribution: Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed Requirements if any; and

ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

19. **वारंटी WARRANTY:** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Warrantee should be comprehensive and on site for 5 years.

- The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- The warranty shall remain valid for 60 months from the date of installation of the equipment. **The warranty Certificate should be handed over to CDFD after the installation is completed.**
- The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- Upon receipt of such notice, the Supplier shall, within a reasonable period of time expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- **During the period of warranty any component or spare part is to be brought from abroad, all associated costs shall be borne by the supplier including the customs duty charges.**
- The defective material / goods originally imported will not be handed over to the supplier and the same will be re-exported to the place of manufacturer at the cost of the supplier. In case, the manufacturer has the office in India the same may be handed over to them with an undertaking that they will re-export to their manufacturing facility within a reasonable time and submit the proof to that extent.
- If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- **If the defective material / goods originally supplied indigenously, the same will be handed over to the supplier after replacement of the material under warrantee period and not before the replacement**.

20. **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 materials in good condition by way of Foreign Demand Draft (FDD) or Wire Transfer or on Sight Draft basis. Alternatively, 100% Order value will be opened by way of Irrevocable Letter of Credit. 90% of the L/C value will be released against receipt of complete shipping documents and the balance 10% value will be released after successful installation acceptable to CDFD within 3 months.

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

21. **वितरण कार्यक्रम Delivery Schedule:** Strictly Within the stipulated time mentioned in the quotation. However, kindly indicate the delivery schedule in the Bid.

Any increase in the rates of GST within the scheduled due date for delivery is acceptable and beyond the scheduled delivery date the GST rates in excess must be borne by the supplier.

22. **All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser.**

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 Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the contract. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

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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 Goods or to perform the Services within the period(s) specified in the Purchase order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5 percent of the order value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 3 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

a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser

b) If the Supplier fails to perform any other obligation(s) under the Contract.

c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.

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

a. The Performance Security is to be forfeited;

b. The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

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.

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 Goods 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.

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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.

33. साइट तैयारी और स्थापना SITE PREPARATION AND INSTALLATION: The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if applicable, needed for installation, of the goods at the purchaser's site immediately after placement of Purchase Order.

34. 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 Goods to the Purchaser at the final destination.

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

36. 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.

37. 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.

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:

अध्याय CHAPTER 3

सामान की विशिष्टताएँ और उससे संबंधित तकनीकी विवरण
SPECIFICATIONS AND ALLIED TECHNICAL DETAILS OF THE GOODS

विशेष विवरण Specifications: Qty – 1 No.

Technical Specifications of Ultrasonicator for fragmentation of DNA

ME220 FOCUSED-ULTRASONICATOR WITH 5YRS WARRANTY ALONG WITH:-

a. ME220 microTUBE Starter Kit
b. ME220 microTUBE Strip Starter Kit
c. microTUBE-130 AFA Fiber Screw-Cap (25)
d. ME220 Rack - Snap-Cap/Crimp-Cap/8 microTUBE Strip
e. ME220 Rack 4-place microTUBE-500
f. ME220 Rack - 4 place milliTUBE 1 ml

Note:

1. A High-throughput benchtop system that should support sonication of DNA for massively parallel sequencing applications (both short-read or long-read workflows).

2. System should shear the sample by employing focused ultra-sonic acoustic energy to ensure isothermal processing and reduced heat induced damage of sample.

3. System should be able to perform acoustic based focused shearing at ultrasonic range of 500 Khz for minimum sound generation in audible range.

4. System should be able to process 1-8 or more samples simultaneously either by single or by multiple processing.

5. System should be able to shear DNA fragments in the range of 100bp to 5Kb.

6. Should generate 150 bp DNA fragments with processing times of less than 10 minutes.

7. System should have integrated chiller for temperature control and automated water bath management.

8. System should have less than 2 minute buffering (start-up) time.

9. The 5 years warranty should be all inclusive.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

अध्याय CHAPTER 4

मूल्य सूची PRICE SCHEDULE

Sl. No	Description	Qty	Unit / Price	Discount	Taxes (if any)	Total Amount
1	ME220 FOCUSED-ULTRASONICATOR WITH 5YRS WARRANTY ALONG WITH ME220 ACCESSORIES (MICROTUBE STARTER KIT; MICROTUBE STRIP STARTER KIT; RACKS FOR SNAP CAP, CRIMP CAP, 8-MICROTUBE STRIP, 4-PLACE MICROTUBE-500, 4-PLACE MILLITUBE-1ML) & MICROTUBE-130AFA FIBER SCREW CAP	1 No.				
	(Please refer to the detailed Technical Specifications as per Chapter 3)					
2	Extended Warrantee after completion of warrantee period	Per year				
3	AMC	Per year				
4	Other Requirements, if any, please list out					
5	Payment Terms					
6	Delivery Schedule					
7	Validity					
8	Warrantee					

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.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

अध्याय CHAPTER 5

अन्य प्रारूप OTHER FORMATS

a. Bid Form (Bid Covering Letter) - (Annexure-A)
b. Manufacturers' Authorization Form - (Annexure-B)
c. Bid Security Form / Earnest Money Deposit Form - (Annexure-C)
d. Bidder Performance Statement - (Annexure-D)
e. Undertaking for Reasonable Price – (Annexure-E)
f. Financial Status of the Bidder – (Annexure-F)
g. Guidelines for Eligibility of a 'Bidder from a country which shares a land border with India (Annexure-G)
h. Check List - (Annexure-H)

बोली फार्म (बोली आवरण पत्र)

BID FORM (BID COVERING LETTER) - Annexure-A

[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-B

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 goods 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-C

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender) against the Purchaser's tender Enquiry No. _____ KNOW ALL MEN by these 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 PERFORMACE STATEMENT – ANNEXURE – D

Sl. 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 Name: _____ Email: _____ Tel. No.: _____	Contact Details Name: _____ Email: _____ Tel. No.: _____	Contact Details Name: _____ Email: _____ 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

उचित मूल्य के लिए उपक्रम

UNDERTAKING FOR REASONABLE PRICE – ANNEXURE - E

This is to Certify that we have offered the possible reasonable prices vide our quote No……_____

and we further undertake that we will not offer less than the offered rates during the validity period to any other State / Central / PSU / Autonomous Bodies / Universities / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies.

Place:

Date:

बोलीदाता का हस्ताक्षर
Sign. of Bidder with Seal

बोलीदाता की वित्तीय स्थिति

FINANCIAL STATUS OF THE BIDDER – Annexure-F

Sl. No.	Financial Year	Annual Turnover	Profit / Loss
1	2025-26		
2	2024-25		
3	2023-24		

Place:

Date:

बोलीदाता का हस्ताक्षर
Sign. of Bidder with Seal

जाँच सूची
CHECK LIST - Annexure-G

S. No.	Particulars	Indicate Yes/No	Enclosure No.
1	Bid Form (Bid Covering Letter) attached		
2	Detailed Quotation along with Terms & Conditions		
3	Copy of Firm Registration / VAT / TOT attached		
4	Copy of GST attached		
5	Authorization Certificates from OEM attached		
6	Earnest Money Deposit / BG attached		
7	Exemption claimed for EMD / BG and Proof attached		
8	Photocopies of Purchase Orders / Installation Reports as per eligibility Criteria attached		
9	UAM Copy enclosed or not		
10	CE Marking / Certification		
11	Bidder Performance Statement		
12	Undertaking for Reasonable Price offer		
13	Financial Status of the Bidder		
14.	Compliance statement indicating yes/No as per CDFD specifications		
15	CDFD Tender Document duly signed and stamped attached		

SIGNATURE OF BIDDER WITH SEAL:

Email ID:

Contact Number:

Name: