

निविदा दस्तावेज
TENDER DOCUMENT

के लिये
FOR

FAST PREP – 24 ON BUY BACK BASIS

TENDER # PUR/APF/2019-20/IND13464



सी डी एफ डी
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. 040-27216026/20, Fax: 040-27216019 Email: purchase@cdfd.org.in

एकल निविदा पृच्छताछ Proprietary Enquiry No:

CDFD/PUR/APF/2019-20/IND13464

Dear Sir / Madam,

अनु Sub: Supply and Installation of Fast Prep – 24 Instrument

(Make: MP Biomedicals, Model: Fast Prep - 24, Serial No. 7040206, Po No. 408/07, dt. 04.01.2008)

We are interested in purchase of the material as per details given below. Please go through the attached Terms and Conditions, and submit the quotation in a sealed cover writing the Enquiry No and due date on the envelope, addressing to **Incharge - Stores & Purchase, CDFD**, so as to reach CDFD, Uppal Campus on or before **03/03/2020 (5:30 pm)**. And tenders will be opened on **04.03.2020 at 11:00 am** at Committee Room, Uppal Campus, CDFD, Hyderabad

The above requirement is uploaded on CPP Portal (ePublishing) for open information to offer the Genuine quote on the proprietary nature of the Product/Services.

Bidders are requested to quote the revised rates of GST as applicable to the Public Funded Research Institutions under the Notification No. 47/2017 Integrated Tax (Rate) and Notification No. 45/2017 Central Tax (Rate) dt. 14.11.2017 issued by Department of Revenue, Ministry of Finance, Government of India.

Please provide details of discount/ any promotional offers in vogue. If not, please provide a declaration that the quote does not carry any offers.

Thanking you,

Sincerely,

हस्ताक्षर

प्रभारी-भण्डारण एवं क्रय

Sd/-

I/C-Stores & Purchase

नियम और शर्तें TERMS & CONDITIONS

1. **The Quotation should be addressed to the DIRECTOR, CDFD, Hyderabad and the envelope should be addressed to Incharge - Stores & Purchase, CDFD.**
2. You are requested to kindly submit your detailed Quote giving CIF Hyderabad Value showing break up of Ex-works, FOB and CIF Values with discounts and all applicable taxes, duties etc., and complete address of your principals, Ordering information, Letter of Credit terms, Mode of dispatch, etc.
3. **कर/शुल्क 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.
Bidders are requested to quote the revised rates of GST as applicable to the Public Funded Research Institutions under the Notification No. 47/2017 Integrated Tax (Rate) and Notification No. 45/2017 Central Tax (Rate) dt. 14.11.2017 issued by Department of Revenue, Ministry of Finance, Government of India.
NO BIDDER SHOULD QUOTE THE PRICES HIGHER THAN THE MAXIMUM RETAIL PRICES (MRP) INCLUDING ALL CHARGES UP TO CDFD STORES.
4. **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.
5. **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.
6. **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 .
7. **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.
8. **निष्पादन सुरक्षा PERFORMANCE SECURITY:** Within 7 days of receipt of the Purchase Order, the Supplier shall furnish Performance Security for 10% of the Order value in the form of Demand Draft / Bank Guarantee to be valid for 60 days after the warrantee / extended warrantee period. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries. In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their dealer/bidder.
The Letter of Credit will be opened after receipt of 10% of the Performance Guarantee valid for 60 days beyond the Warrantee period.
The Performance security shall be in one of the following forms:
 - I) A Bank guarantee issued by a Nationalized/Scheduled bank located in India or a bank located abroad.
 - II) The Performance security may also be in the form of Banker's cheque or Account payee demand draft in favour of Director, CDFD, HyderabadThe 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.
9. **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.

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10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

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19. **पैकिंग निर्देश PACKING INSTRUCTIONS:** Each package will be marked on three sides with proper paint/indelible ink, the following:
- Purchaser Name & Address
 - Item Nomenclature
 - Order/Contract No.
 - Country of Origin of Goods
 - Packing list reference number
20. **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.
21. 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: purchase@cdfd.org.in as well as faxed on fax No. 091-40- 27216019 and confirm its receipt by the purchaser.
- Airway Bill / Bill of Lading;
 - Invoice
 - 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.
22. 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.
23. 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.
24. **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.
25. **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.
26. **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.
- 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

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- 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.
27. **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 3 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 Thirty Six (36) months from the date of installation of the equipment. **The warrantee 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.**
28. The price quoted should be upto Hyderabad inclusive of packing and forwarding charges, freight and insurance. In case of local supplies the prices quoted should be on "Free delivery basis" at CDFD Stores. No other charges except those mentioned clearly in the quotation will be paid.
29. **बोली प्रक्रियाएं BID CURRENCIES:** Prices shall be quoted in Indian Rupees (Customs Bond ware House Price) 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.
30. Fax / signed & scanned quotes through email are acceptable.
31. **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 Confirmed Irrevocable Letter of Credit. **90% of the L/C value will be released against receipt of complete shipping documents and the balance 10% value will be released after successful installation acceptable to CDFD within 3 months.**
The foreign supplier should accept CDFD standard Letter of Credit terms which will be forwarded for confirmation before establishing the LC.
32. **All banking charges outside India will be borne by the supplier and inside India charges will be borne by the purchaser.**
33. **वितरण समय Delivery Time:** Within 4 weeks. However, please indicate the delivery period clearly in the Quote.

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34. **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.

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.

35. **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 10 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract for Default.
36. **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 Goods 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.
37. **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.
38. **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.
39. **उद्धरण की वैधता Validity of the quotation**: Minimum 60 days validity from the date of quote to be provided.
40. **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.
41. If the material is perishable in nature, sufficient dry ice/gel should be added, so that sustainability of the material remains for at least 10 days.
42. **प्राधिकरण Authorization**: Please enclose a copy of the valid authorization from the concerned manufacturer for the items quoted.
43. **सीमा शुल्क निकासी Customs Clearance**: In the event of placing an order in Foreign currency, the supplier is requested to fax/email the Cargo Arrival Notice (CAN) / AWB copy, packing list, Invoice etc., at least 72 hours in advance to enable CDFD to clear the shipment from the airport and also liaise with the Freight Forwarder to collect the Delivery Order (DO) immediately upon arrival of the Cargo at the Airport.

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44. Material may be dispatched by well known National/International freight forwarders on freight paid basis with door delivery terms.
45. The Director, CDFD reserves the right to accept or reject any or all the proposals in full or in part without assigning any reason.
46. Items sending through Courier are strictly prohibited.

सील के साथ बोलीदाता का हस्ताक्षर
Signature of the Bidder with seal

- **नोट Note:** Please enclose this sheet duly signed and stamped along with the Quote for accepting the above Terms & Conditions.

अध्याय CHAPTER
मूल्य सूची PRICE SCHEDULE

Sl. No	Description	Qty	Unit/Price	Discount	Taxes (if any)	Total Amount
1	Fast Prep - 24 Instrument	1 No.				
2	Buy Back offer of Fast prep - 24	1 No.				
3	Extended Warrantee after completion of warrantee period	Per year				
4	AMC	Per year				
5	Other Requirements, if any, please list out					
6	Payment Terms					
7	Delivery Schedule					
8	Validity					
9	Warrantee					

GRAND TOTAL: In Figures _____

In Words:

(_____)

Note: The Bidder to quote separately the Buy Back Value without clubbing with the main quote

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.

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