

3rd Mile Stone, Faridabad-Gurgaon Expressway, Faridabad – 121001
Phone: +91-129-2876432

NOTICE INVITING TENDER
THSTI/NIT/46/17-18

31 Jan 2018

Executive Director, THSTI, Faridabad invites sealed proposal under one bid system for **bulk purchase of mentioned Cryo Vials and Inserts** from manufacturer/supplier/distributor of approved brands only for supply of following goods to THSTI, Faridabad.

S. No.	Description	Qty. Required	Approved Brand	Tender Fee INR	EMD INR
1.	1.8-2.0 ml Cryo Vial: (Internal Thread, Striled&Skirted)	250,000 Nos.	Biosigma, Nunc, Greiner and Corning	1,000	20,000
2.	4 -4.5 ml Cryo Vial: (Internal Thread, Striled&Skirted)	7,500 Nos.	Biosigma, Nunc, Greiner and Corning		
3.	Insert for 1.8-2ml and 4ml cryo vials	Red: 90,000 Nos. Blue: 8,000 Nos. Green: 15,500 Nos. Yellow: 50,000 Nos. White: 94,000 Nos.			

The prospective bidders are requested to go through the general terms & conditions before submitting their bids. The offers received for the approved brands as specified above will only be considered for the purpose of evaluation and award of the contract.

Last date & Time for submission of bids : **14.02.2018 /14.30 hours**
Date/Time for opening of bids: : **14.02.2018 /15.00 hours**

Cost of tender documents INR 1000.00 (Non-refundable) and EMD INR 20,000.00 is payable by Demand Draft or Pay Order issued by scheduled bank in favor of "Translational Health Science and Technology Institute" payable at Faridabad Haryana. The original DD/BO should be submitted to THSTI along with sealed bid.

KINDLY NOTE THAT ONLY OFFLINE BID WILL BE CONSIDERED AGAINST THIS TENDER. Further, requests for postponement will not be entertained. Bids send by Fax/email shall be rejected straightway.

Executive Director, THSTI reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons there for.

Section Officer (S&P)

To be submitted to:

Section Officer (S&P)
Translational Health Science and Technology Institute
NCR-Biotech Science Cluster,
3rd Mile Stone, Faridabad-Gurgaon Expressway
Faridabad- 121001.

Note:

- 1 All the bidders are requested to please note that all future amendments/corrigendum will be published on THSTI website and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit our website for any such updates.
- 2 The performance security will be accepted in the form of bank guarantee issued by any nationalized bank in India as per the prescribed format.
- 3 Evaluation of bids will be made line item wise and separate contract can be awarded for each line item, based on the L-1 price.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- (i) In this Contract, the following terms shall be interpreted as indicated:
 - (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
 - (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
 - (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract
 - (v) "GCC" mean the General Conditions of Contract contained in this section.
 - (vi) "The Purchaser's country" is "India".
 - (vii) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (viii) "Day" means calendar day.
 - (ix) THSTI/ Executive Director/ Purchaser/ and SO represent same entity.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

- 3.1 Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. When no applicable standard is mentioned, the authoritative standard appropriate to the goods' country of origin shall apply. Such standards shall be the latest issued, by the concerned institution.

4. Use of Contract Documents and Information

- 4.1 The bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5. Authorization Letter

- 5.1 The offer should be submitted along with the authorization letter as per format attached with tender.

6. Inspections and Tests

- 6.1 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.

7. Placement of Order:

- 7.1 Order will be issued soon after finalization.
7.2 Fixed Price: Price shall be fixed for goods to be procured & no escalation will be allowed on any ground except statutory levies.

7A. Withdrawal under contract

- 07A.1 The estimated withdrawal under the contract is as specified in the NIT. However, actual withdrawal may increase or decrease by 25% of estimation.

7B. Delivery and Documents

- 7B.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the Supply order. The details of shipping or other documents to be furnished by the supplier will be specified in the supply order.
- 7B.2 Delivery of the goods should be made within a maximum of 2-4 weeks from the date of placement of purchase order.
- (i) Three copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
 - (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
 - (iii) Insurance Certificate if applicable;
 - (iv) Inspection Certificate issued by the nominated inspection agency, if any
- 7B.3 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.

08. Payment

- 08.1 100% payment shall be made by the purchaser against the receipt of goods in terms of supply order.
08.2 Purchaser is not liable to pay any interest amount on EMD in any condition.

09. Prices

- 9.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in the bid. The prices shall remain firm for the entire duration of the contract.

10. Subcontracts

- 10.1 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.
10.2 Sub-contract shall be only for bought-out items and sub-assemblies.

11. Supplier's Performance

- 11.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

- 11.2 The successful bidder will also have to submit SD/PBG for Rs 1 Lakh for the proper performance of obligation under the contract.

12. Penalty

- 12.1 If the Supplier fails to deliver any or all of the Goods or to perform services within the period(s) specified in the Contract, 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% per week and the maximum deduction is 10% of order price for delay supply.

13. Termination for Default

- 13.1 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:
- (i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (ii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 13.2 For the purpose of this Clause:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

14. Force Majeure

- 14.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 14.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.

15. Resolution of Disputes

- 15.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 15.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 15.3 In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director THSTI and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

- (i) 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.

16. Taxes and Duties

16.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

17. Applicable Law: The place of jurisdiction would be Faridabad, INDIA.

18. Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

I Purchaser:

Executive Director,

**Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurgaon Expressway, Faridabad – 121001
Phone: +91-129-2876432**

ii Supplier:

(To be filled in by the supplier)

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BID FORM

**To,
The Executive Director,
Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurgaon Expressway, Faridabad –
121001 Phone: +91-129-2876432**

Dear Sir,

Having examined the bidding document the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver _____ (Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank as specified in GCC for the due performance of the contract, in the form prescribed.

We agree to abide by this bid for requisite period as fixed for bid opening as per the instructions to the bidders. Further it shall remain binding upon us and accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Commission and gratuities, if any, paid or to be paid by us to the agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Rupees	Purpose of Commission
(if none, state "none")		

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in
the capacity of _____

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

OEM' AUTHORIZATION FORM

No. _____

Date: _____

**Executive Director,
Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurgaon Expressway, Faridabad –
121001 Phone: +91-129-2876431**

Dear Sir:

We _____ who are established and reputable manufacturers of having factories/works at _____ (*address*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

We hereby extend our full guarantee and warranty as per for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.

Price Bid Format

PRICE SCHEDULE 'A'

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN TO BE SUPPLIED IN INDIAN CURRENCY

1	2	3	4	5						6
Item Sl. No.	Brief Description of Goods (with make & model)	Country of origin	Quantity (Nos)	Price per unit (Rs.)						Total price (at consignee site) basis (Rs.)
				Ex-factory / Ex-warehouse / Ex-showroom / Off-the shelf	GST If any [%age & value]	Transportation , loading/ unloading and incidental costs till consignee's site	Insurance charges for a period including 3 months beyond the date of delivery	Incidental services (including installation & commissioning, supervision, demonstration and training) at the consignee's site	Unit price (at consignee basis	
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e	(g)
01	2ml Cryo Vial		250,000							
02	4ml Cryo Vial		7,500							

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The order will be awarded line item evaluation basis.

Place: _____

Date: _____

Name: _____

Business Address _____

Signature of Tenderer _____

Seal of Tenderer _____

PRICE SCHEDULE

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD IN FOREIGN CURRENCY

1	2	3	4	5											
Item Sl. No.	Brief description of goods (with make & model)	Country of origin	Qty (Nos.)	Gross price at sea/air port of Lading (inclusive of agency Commission)	FOB at port of Lading (agency Commission)**	Amount and percentage of Agency Commission**	Net FOB excluding Agency Commission (a-b)	Insurance & Freight	Net CIP by Air/Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable)**	Custom Clearance & Handling charges**	Loading/ Unloading, inland transportation, insurance & incidental costs till consignee's site**	Installation commissioning, supervision. Demonstration & training at the consignee's site**	Unit price on DDP basis at consignee's site	
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	In foreign currency	In Indian rupees	
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	=(e)	=(b+f+g+h+i)	
1	2ml Cryo Vial		250,000												
2	4ml Cryo Vial		7,500												

** To be quoted in Indian Currency

Total price at Consignee's site

(A) In Foreign currency : Column (4 x e) _____ (In figures and words) plus

** (B) In Indian Rupees : Column 4 x (b+f+g+h+i) Rs. _____ (In figures and words)

Note:-

- The tendered will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
- The bidder break up of price under various columns is for comparison of price up to delivery of goods at consignee's site for tender evaluation.
- The quoted price should be supported with original Proforma invoice. The Proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.
- All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract. The purchaser can place the order on CIP or DDP basis.
- The price quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders.
- The order will be awarded line item evaluation basis

Place: _____

Date: _____

Name: _____
Business Address _____
Seal of Tenderer _____

Signature of Tenderer _____
Seal of Tenderer _____

Form of Performance Bank Guarantee/Bank Guarantee

BG No.: Date:

From The Name of the Bank	To Translational Health Science Technology Institute, NCR Biotech Science Cluster- Faridabad 121001
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In consideration of the Translational Health Science and Technology Institute, NCR Biotech Science Cluster- Faridabad (hereinafter called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....and..... (hereinafter called "the Contractor(s)" for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees.....only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.
2. We...(indicate the name of the Bank) Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, The said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and

Signature of the Authorised Signatory of the bank

conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(Name of the bank)..... lastly under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank)..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorised Signatories of the Bank with name and Seal

Name of the Officer:

Designation:

Code if any:

Date:

Place

Signature of the Authorised Signatory of the bank