



thsti

ट्रान्सलेशनल स्वास्थ्य विज्ञान
एवं प्रौद्योगिकी संस्थान

TRANSLATIONAL HEALTH SCIENCE
AND TECHNOLOGY INSTITUTE

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, GOI)

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E-TENDER DOCUMENT

FOR

Common Cell Culture items

(LTE NO: THSTI/NIT/02 /2018-19)

31st May, 2018



Notice Inviting Tender (NIT)
Limited Tender Inquiry (LTE)

Online bids are invited on behalf of the Executive Director, THSTI under two bid system (**Technical Bid & Price Bid**) from the approved manufacturers or their authorized distributors/dealers (who have the current authorization from the principal company) for bulk supply of **Laboratory Items** as under:

NAME OF ITEMS	Approved Brands/Make	EMD (Rs.)	Cost of Tender Document (Rs)
Common Cell Culture Items as per attached list 'F'.	Corning/ BD/Eppendorf/Grainer/Only Nunc Brand of Thermo	20,000	1000/-

Last date & Time for Submission of tender : 21.06.2018 upto 15.00 hrs.

Date/Time for opening of bids : 22.06.2018 at 1500 hrs.

EMD & Cost of Tender documents : Payable by DD or Pay Order in Favour of THSTI, payable at Faridabad. In case of Tender document being downloaded from website, tender fee and EMD should be submitted to THSTI directly in a separate sealed envelope so as to reach us on or before the due date of opening of technical bids. The tender fees is non refundable.

Submission of Bids : The bids are required to be submitted online on the CPP portal i.e <http://eprocure.gov.in> . Under the Two bid system the Technical bid and Price bid are required to be uploaded separately on the Portal.

Website for Online bid Submission : <https://eprocure.gov.in>

THE COST OF TENDER DOCUMENT OF RS.1000/- ALONG WITH EMD OF RS. 20,000/- MUST BE SUBMITTED IN THE FORM OF DD/PAY ORDER OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED. Please write the name of Form/Agency and Item/ Article with complete address on the reverse side of the Demand Draft/Pay order.

Copy of Tender documents may please be downloaded from web sites www.eprocure.gov.in or www.thsti.res.in. Please note that the downloaded tender document is subject to verification with original document as given in the Website.

Requests for postponement will not be entertained. Fax/email bids or Late/Delayed tenders shall not be considered.

The authorized distributor/dealer will require to submit the authorisation letter issued by their principal company for applying against our above tender. Please note that required items of plasticware may or may not be ordered from one source (make/brand). Supply of damaged boxes will also not be acceptable.

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

SECTION OFFICER (S&P)

INTRODUCTION

Translational Health Science and Technology Institute (THSTI) is an autonomous Institute of the Department of Biotechnology, Ministry of Science and Technology, Govt. of India. The institute is an integral part of the interdisciplinary NCR Biotech Science Cluster located at Faridabad, and is designed as a dynamic, interactive organization with the mission to conduct innovative translational research and to develop research collaborations across disciplines and professions to translate concepts into tangible products to improve human health.

It has been decided for bulk procurement of Laboratory Plastic ware of approved brands/make only. The names of the approved brands/make for cell culture use and for non-cell culture use is specified in the tender document. Therefore, original manufacturers and their authorized distributors/dealers of the approved brands/make only are requested to offer products range with rates either on their Company letter Head, duly authenticated by respective manufacturer. The price list of (foreign principle) manufacturers may also be enclosed.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

The abbreviations, which have been used in these documents, shall have the meanings and definitions as indicated below against each:

a. Definitions:

1. **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
2. **“Tender”** means Bids/Quotation/Tender received from a Firm/Tenderer /Bidder.
3. **“Tenderer”** means Bidder/the Individual or Firm submitting Bids/Quotation/Tender.
4. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
5. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender.
6. **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
7. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

b. Abbreviations:

- (i) “NIT” means Notice Inviting Tenders.
- (ii) “GCC” means General Conditions of Contract
- (iii) “DGS&D” means Directorate General of Supplies and Disposals
- (iv) “NSIC” means National Small Industries Corporation
- (v) “LC” means Letter of Credit
- (vi) “DP” means Delivery Period
- (vii) “BG” means Bank Guarantee
- (viii) “CD” means Custom Duty
- (ix) “BL” means Bill of Lading
- (x) “FOB” means Free on Board
- (xi) “FCA” means Free Carrier
- (xii) “FOR” means Free On Rail
- (xiii) “CIF” means Cost, Insurance and Freight
- (xiv) “CIP” means Carriage and Insurance Paid up to named place of destination (Consignee site)
- (xv) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xvi) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening.

2. Qualification Criteria:

- 2.1 **The offer should be for supply of pastic ware items of approved brands only.**

- 2.2 In case of Tenderer/Bidder is a **distributor**/dealer of Principal/**Manufacturer's**, a copy of the authorization certificate from the Principal/**Manufacturer's** (valid up to next one year) must be enclosed with the Technical Bid (see Annexure-'B'). However, the original shall have to be produced in case same is asked for.
- 2.3 **Tenderer has to give an affidavit (in a non-judicial stamp paper worth Rs.50/- duly notarized) that: (Annexure-'E')**
- Tenderer/ Bidder has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
 - Tenderer/ Bidder has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
 - Tenderer/ Bidder has not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong, any criminal and legal action can be taken against their Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.
 - There are no complaints against my / our Firm/Agency such as poor quality ingredients used, fungal growth of feed, delayed supply of feed , non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
 - The Tenderer/ Bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited.
 - Tenderer/Bidder is ready to accept 'Split Orders' if awarded by THSTI.
 - Tenderer/Bidder will supply the items, which have been produced/manufactured recently or will not be more than one year old .
- 2.4 Tenderer has to submit the following documents to accept their Tender :
- Proof of GST No..
 - Proof of PAN Card in the name of Company/Firm.
- 2.5 The tenderer/bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

3. DOCUMENTS COMPRISING THE BID

The bid is required to be submitted online in **two parts**. One part is the **Techno-Commercial Unpriced Bid** and the other part is the **Financial/Price Bid**.

- 3.1 **Techno-Commercial Unpriced Bid** prepared by the Tenderer shall include the following without indicating the price in the Bid Form.
- 3.1.1 Catalogue, Technical literature should be enclosed along with Technical Bid.
- 3.1.2 Manufacturer's Authorization Form;
- 3.1.3 Documentary evidence establishing that the bidder is eligible to bid as required under tender clause no. 2 above and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.
- 3.2 The **Price/Financial Bid** shall comprise the Techno Commercial Bid with price indicated in the bid form.

4. PRICES BID

- 4.1 The Tenderer shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.
- 4.2 Prices indicated shall be entered separately in the following manner:
- 4.2.1 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
- 4.2.2 **Rates should be quoted CIF/CIP, New Delhi inclusive of packing, forwarding, documentation, freight and insurance charges etc. If there is no mention of packing, forwarding, freight and insurance charges, such offers shall be treated incomplete and summarily be rejected.**
- 4.2.3 Price bid should include the option of dividing the shipment into parts
- 4.2.4 **The tenderer should quote unconditional rates** and indicate the item-wise prices along with discount offer, packing forwarding, transit insurance, freight paid and duties/taxes as **CIF/CIP**, New Delhi.
- 4.2.5 **Financial bids of only technically qualified bidders will be opened.**
- 4.2.6 **Price evaluation criteria:**
5. The evaluation of the price bids will be done for each category of items (i.e cell culture use) separately. Tenderer/Bidder has the right to quote the rates for any or all of the line items mentioned in the price bid form (Annexure – 'F'). However, the bidder quoting for any or all items must quote for full quantity of that line item. Bid submitted for part quantity of any line item shall be considered as non-responsive and liable to be rejected.

6. The evaluation of price bids and ordering will be carried out as per option –I or option –II as applicable:

Option- I:

In case minimum two bids are received for any or both the category of items (i.e cell culture use) from the bidders who have quoted for all the line items, the L1 bidder will be decided based on the overall lowest value of the price bid for each category separately.

Option – II:

In case option – I is not applicable, the evaluation of price bids and ordering will be done on line item wise or on the total value whichever is more economical to the Institute.

7. The comparison of price bids will be done on CIP/CIF, ICD, Tughlakabad, New Delhi basis. Therefore, the cost of packing, forwarding, freight, Insurance and other charges associated with bringing the items upto ICD, Tughlakabad, New Delhi should be compulsorily quoted in terms of the percentage cost of the net Ex-works price. The percentage rates should be valid both for the orders placed either under option –I or option –II as per clause b above.

8. The quantities mentioned in the price bid form are indicative and are for evaluation purpose only. The institute reserves the right to split the orders or change the quantity of any or all items before issue of order.

9. LANGUAGE OF TENDER

9.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language and may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

10. ELIGIBLE GOODS

10.1 All Plastic ware to be supplied under the tender shall have their origin in any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the related services are arranged and supplied.

10.2 Materials to be supplied should be produced/manufactured recently or should be maximum one-year-old.

10.3 Materials supplied by the Bidder/Agency, if found to be Sub-standard quality, the same will be rejected at the risk and cost of the supplier.

11. TENDERING EXPENSE

11.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

12. AMENDMENTS TO THE DOCUMENTS

12.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

12.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the tender documents and will be binding on them.

12.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

13. TENDER PRICES

13.1 The prices indicated shall be entered separately in the following manner:

13.2 The price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch.

13.3 **The foreign suppliers should give their quote in Foreign Currency. The Insurance & Freight Charges should not exceed 5% of FOB Value. Tenderer has to quote CIF/CIP, ICD, Tughlakabad, New Delhi and by mentioning Freight & Insurance charges separately in percentage terms only. Custom Duty plus custom clearance charges to be quoted separately in percentage terms only. No Ex-Works pricing will be considered.**

13.4 In case of local manufacturer, the FOR THSTI price should be quoted. Comparison between foreign supplier and local supplier will be made on the basis of final destination price.

13.5 **Discounts** offered shall be indicated clearly in terms of percentage on the manufactures price lists. **Special discount/prices**, if any, applicable to the Research Institutions aided by the Govt. of India **should be quoted separately.**

13.6 Prices quoted by the tenderer shall remain fixed during the entire period 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 rejected. Prices

charged for the stores supplied under tender should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt.organization during the period of contract failing which the "**FALL CLAUSE**" of THSTI rules will be applicable. **A certificate to this effect may be provided by the Tenderer in Annexure-'D' that "the lowest prices have been offered to THSTI and Tenderer does not supply the items at the rates lower than the quoted rates for THSTI. In case it is found that the prices charged by the Tenderer are more, the same will be recovered from the subsequent/unpaid bill of the supplier".**

14. CUSTOMS DUTY

14.1 The tenderer shall specify the rate as well as the total amount of customs duty payable against the issue of Customs Duty Exemption Certificate (CDEC) under notification No.51/96 dated 23/7/96, if applicable, on the quoted goods in the Price Schedule. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

15. INDIAN AGENT

15.1 If a foreign tenderer has engaged a authorised distributors/dealers in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

- a). In case of Indian dealer/distributors of Overseas Manufacturers, copy of the authorization certificate from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.
- b). The complete name and address of the Indian dealer/distributors and its permanent income tax account number as allotted by the Indian Income Tax authority.

16. EARNEST MONEY DEPOSIT (EMD)

16.1 The tenderer shall furnish along with its tender, earnest money for amount as shown. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

16.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per requirement of tender enquiry shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

16.3 **Tenders** received without Earnest money and not in proper form on the date of opening of tender will summarily be rejected. The Institute reserves the right to accept or reject any or all the tenders without assigning any reason.

16.4 The earnest money shall be denominated in Indian Rupees or equivalent currencies. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Pay Order

16.5 The demand draft or pay order shall be drawn on any Nationalised Bank in India or country of the tenderer, in favour of the "**Translational Health Science and Technology Institute**" payable at **Faridabad, Haryana**".

16.6 The earnest money shall be valid for a period of ninety (90) days beyond the validity period of the tender. No interest shall be payable on the Earnest Money Deposit in any case.

16.7 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer or expiry of contract.

16.8 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

17. TENDER VALIDITY

17.1 The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of tender opening.

17.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

17.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

18. SCRUTINY AND EVALUATION OF TENDERS

18.1 Basic Principle

- i). Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. **Conditional, Unsigned, Late & Delayed tenders will not be considered.**

18.2 Preliminary Scrutiny of Tenders

- i). The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily rejected.

19. DISCREPANCIES IN PRICES

- 19.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 19.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 19.3 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be rejected.

20. QUALIFICATION CRITERIA

- 20.1 Tenders of the tenderers, who do not meet the required Qualification Criteria will be treated as non - responsive and will not be considered further.

21. TENDERER'S CAPABILITY TO PERFORM THE CONTRACT

- 21.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 21.2 The above-mentioned determinations will inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

22. CONTACTING THE PURCHASER

- 22.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.
- 22.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

23. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 23.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 23.2 The final acceptance/decision on the contract will be taken after screening the offers by a duly constituted committee and the Director reserves the right to accept/reject the tender wholly or partially without assigning any reasons thereof.

24. AWARD CRITERIA

- 24.1 The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser as per clause **4.2.6 above.**

25. NOTIFICATION OF AWARD

- 25.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post or by fax/email (to be confirmed by registered/speed post) that its tender for goods, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description and quantity of the goods and corresponding prices accepted.
- 25.2 The Notification of Award shall constitute the conclusion of the Contract.

26. PERFORMANCE SECURITY

- 26.1 Within twenty-one (21) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 26.2 The Performance security shall be denominated in Indian Rupees.
- 26.3 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Nationalised bank in India, in favour of the purchaser. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Nationalised bank in India.
- 26.4 In the event of any loss due to supplier 's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.
- 26.5 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 26.6 The purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
- 26.7 If the successful tenderer had previously held any contract with the Institute and furnished Security Deposit, which is still in force, the same shall not be adjusted against this tender and a fresh Security Deposit will be required to be furnished

27. PACKING AND MARKING

- 27.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 27.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 27.3 Packing instructions: The supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a. contract number and date
 - b. brief description of goods including quantity
 - c. packing list reference number
 - d. country of origin of goods
 - e. consignee's name and full address and
 - f. supplier's name and address

28. WARRANTY AND QUALITY

- 28.1 The tenderer shall be fully responsible for the manufacturer warranty in respect of quality of the materials. In case of any defects found at the time of supplied usage of item, the supplier will be liable to provide free replacement or refund the amount charged for that item, failing which the contract of the firm may be cancelled.
- 28.2 **All plasticware supplied should have a minimum shelf life of one year from the date of supply.**

29. TERMS OF DELIVERY

- 29.1 The principal or the distributor should agree to deliver the plastic ware to **THSTI/ICD, Tughlakabad, New Delhi within 8-12 weeks** (including holidays) from the date of the **order**.
- 29.2 In the event of a tender being accepted and order being placed for supply of the requisite stores, if the tenderer fails to supply the stores ordered within in agreed period or commits a breach of any of the tender conditions, then Earnest Money Deposit will be liable to be forfeited.
- 29.3 The supplier will be liable to the purchaser for any excess costs incurred for procurement of goods or services not delivered in time. Delayed supply/non-compliance of complete order may also lead to cancellation of Contract

30. TRANSPORTATION OF GOODS

- 30.1 The supplier shall follow the instructions mentioned below:
- a. The supplier shall arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. Where the supplier is required under the contract to deliver the goods under CIF/CIP at THSTI, Faridabad, the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

- b. In case of airlifting of imported goods offered from abroad, the same will be done through the National Carrier i.e. Air India wherever applicable.

31. INSURANCE

- 31.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
 - ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse at THSTI, Faridabad" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.

32. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

- 32.1 The supplier shall send all the relevant despatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.
- 32.2 Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by email/fax/registered post/speed post (or as instructed in the contract):
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price, discount, freight, Insurance upto THSTI, Faridabad and total amount;
 - (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
 - (iii) Four Copies of packing list identifying contents of each package;
 - (iv) Insurance Certificate upto THSTI, Faridabad;
 - (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
 - (vi) Manufacturer's/Supplier's warranty certificate;
 - (vii) Manufacturer's own factory inspection report;
 - (viii) Certificate of origin
 - (ix) Port of Loading;
 - (x) Port of Discharge and
 - (xi) Expected date of arrival.
 - (xii) In case of failure on the part of supplier and the demurrage charges etc. levied on account of these the same shall be recoverable from supplier.

33. TERMS AND MODE OF PAYMENT

- 33.1 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees after receipt of items in full and good condition, and after their **inspection and acceptance of material.**
- 33.2 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 33.3 **The important documents, which the supplier is to furnish while claiming payment, are:-**
- i) Original invoice
 - ii) Bill of lading/Airway Bill/ Rail Receipt or any other dispatch document issued by a government agency (like postal department) or any other agency authorised by the concerned Ministry/ Department.
 - iii) Packing list identifying contents of each package;
 - iv) Manufacturer's/Supplier's warranty certificate;
 - v) Inspection certificate issued, if applicable as per contract;
 - vi) Manufacturer's own factory inspection test certificate.
 - vii) Certificate of country of origin of the goods.
 - viii) Insurance Certificate up to THSTI, Faridabad
 - ix) Port of Loading and Port of Discharge as applicable.
 - x) Consignee's receipt certificate confirming receipt and acceptance of goods
 - xi) Any other document specified.
- 33.4 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges/recoveries as per terms & conditions of contract.
- 33.5 The supplier shall not claim any interest on payments under the contract.
- 33.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

34. DELAY IN THE SUPPLIER'S PERFORMANCE

- 34.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser as incorporated in the contract.
- 34.2 Subject to the provision under Contract, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and EMD
 - (iii) Termination of the contract for default.
- 34.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 34.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

35. LIQUIDATED DAMAGES

- 35.1 If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% of the contract price. Once the maximum is reached purchaser may consider termination of the contract.

36. TERMINATION FOR DEFAULT

- 36.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 36.2 In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.
- 36.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

37. TERMINATION FOR INSOLVENCY

- 37.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

38. FORCE MAJEURE

- 38.1 Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the events(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

39. TERMINATION FOR CONVENIENCE

- 39.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

- 39.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

40. RESOLUTION OF DISPUTES

- 40.1 In case of any dispute or difference arising out of the contract which can not be resolved mutually between THSTI and Seller, it shall be referred to a Sole Arbitrator to be appointed by the Executive Director, THSTI. The Executive Director, THSTI, shall communicate/cause to communicate, a panel of three names of persons to Seller/THSTI as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/THSTI as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/THSTI as the case may be has not communicated its selection as above within thirty days, Director, THSTI will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Delhi. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Delhi only.

41. APPLICABLE LAW

- 41.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SIGNATURE & SEAL OF TENDERER

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks, if any
1. a.	Have you enclosed EMD of required amount ?			
b.	Have you enclosed the tender documents fee?			
2. a.	Have you enclosed duly filled & signed Tender Form			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Have you submitted manufacturer's authorization certificate?			
4.	Have you submitted prices of goods in the Price Schedule?			
5.	Have you kept validity of 90 days from the Tender Opening date?			
6. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. (PAN) as allotted by the Income Tax Department of Government of India for your Firm/Company?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No.(PAN) of your Indian Agent's Company/Firm as allotted by the Income Tax Department of Government of India?			
7.	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number			
8.	Have you enclosed all Annexure duly filled in.			
9.	Have you enclosed other all declarations, documents required to be submitted as per Tender			

N.B.

- All pages of the Tender should be page numbered and indexed.**

2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable (NA), it may be filled up as NA.
3. It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the
Tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

ANNEXURE "B"

MANUFACTURERS' AUTHORIZATION FORM

**The Executive Director,
THSTI, NCR-BSC,
Gurugram-Faridabad Expressway
Faridabad -122001**

Dear Sir:

We _____ who are established and reputable manufacturers of 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 for the Lab Plastic ware.

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 for the goods and services offered by the above firm.

Yours sincerely,

(Name)

(Name, address and stamp of the 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.

ANNEXURE "C"

BANK DETAILS REGARDING THE TRANSFER OF PAYMENT

To

**The Executive Director,
THSTI, NCR-BSC,
Gurugram-Faridabad Expressway
Faridabad -122001**

Dear Sir,

We hereby inform you that the Bank Details for the transfer of payment for the supply of materials to THSTI, Faridabad are as follows:

1	Name of the firm and address with phone/fax no	
2	Contact person	
4	Email ID of Concerned person	
5	Particulars of Bank Account of Firm	
6	Name of Bank and branch	
7	Bank Address and contract phone no	
8	9 Digit Code Number of the Bank and Branch	
9	IFSC Code of the Bank Branch (application for the bank branches participating RTGS system of RBI for fund transfer)	
10	Type of Bank Account (Saving Bank, Current Account or Cash Credit Account)	
11	Account Number (as appearing on the cheque book please ensure to mention the complete account No. as allotted by the bank)	

Signature of the competent authority with seal

Note: This above details should be on the letterhead of the supplier and should be signed by a person competent and having the power of attorney to bind the same.

ANNEXURE "D"

FALL CLAUSE NOTICE CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ .

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, THSTI will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the tenderer

ANNEXURE-'E'

AFFIDAVIT

(in a non-judicial stamp paper worth Rs.50/- duly notarized)

I/We (M/s _____) having head office at _____ hereby declare the Following that :

- My / our Firm M/s has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.
- My / our Firm M/s has not any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- My / our Firm M/shas not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong, any criminal and legal action can be taken against their Firm/Agency besides forfeiture of Earnest Money & blacklisting etc.
- There are no complaints against my / our Firm such as poor quality ingredients used, fungal growth of feed, delayed supply of feed, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been given by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.
- I/We M/s _____ shall/will accept Split Orders irrespective of quantity.

Signed on behalf of M/s

Place:

Date:

PRICE LIST OF COMMON CELL CULTURE ITEMS**CATEGORY : CELL CULTURE USE**

S.No.	Item	No. pieces.	No. per case	No. of Cases/ Pks	Quoted		
					unit value per pcs	Value per case	Total value
1	TC FLASK 25CM2, CANTED NECK, POLYSTYRENE	400					
2	TC FLASK 25CM2, CANTED NECK, VENTED CAP POLYSTYRENE	4700					
3	TC FLASK 75CM2, CANTED NECK, VENTED CAP POLYSTYRENE	5300					
4	96 WELL PLATES FLAT BOTTOM, TISSUE CULTURE GRADE, STERILE	2050					
5	6 WELL PLATES, TISSUE CULTURE GRADE, STERILE.	2550					
6	12 WELL PLATES, TISSUE CULTURE GRADE, STERILE.	1650					
7	24 WELL PLATES, TISSUE CULTURE GRADE, STERILE.	1900					
8	SEROLOGICAL PIPETTES 5 ML, STERILE, INDIVIDUALLY WRAPPED	14400					
9	SEROLOGICAL PIPETTES 10 ML, STERILE, INDIVIDUALLY WRAPPED	22000					
10	SEROLOGICAL PIPETTES 25 ML, STERILE, INDIVIDUALLY WRAPPED	4400					
11	STORAGE VIAIS CRYO VIALS 2ML, STERILE, INTERNAL THREAD	6450					
12	CELL SCRAPERS 25-28 CM HANDLE, STERILE, INDIVIDUALLY WRAPPED	2250					
13	TC FLASK 175CM2, CANTED NECK, VENTED CAP POLYSTYRENE	1350					
14	CELL CULTURE DISH, TC TREATED 100X20MM, STERILE	1000					
15	CELL CULTURE DISH, TC TREATED 60X15MM, STERILE	1800					

16	96 WELL PLATES ROUND BOTTOM, TISSUE CULTURE GRADE, STERILE	600					
17	CELL CULTURE DISH, TC TREATED 35X10MM, STERILE	600					
18	SEROLOGICAL PIPETTES 1 ML, STERILE, INDIVIDUALLY WRAPPED	2000					
19	SEROLOGICAL PIPETTES 2 ML, STERILE, INDIVIDUALLY WRAPPED	3000					
20	SEROLOGICAL PIPETTES 50 ML, STERILE, INDIVIDUALLY WRAPPED	200					
21	CELL SCRAPERS 40CM HANDLE, STERILE, INDIVIDUALLY WRAPPED	1000					
22	50ML PP CENTRIFUGE TUBE STERILE, CONICAL BOTTOM,CLEAR	2500					
23	15 ML PP CENTRIFUGE TUBES, STRILE,CLEAR	2500					
24	CELL LIFTER WITH 19MM BLADE WITH 180 MM HANDLE	100					
25	48 WELL, FLAT BOTTOM,STRILE, TISSUE CULTURE TREATED	200					
	Ex-Work Price						
	Less : Discount offered on the above quoted price, if any, please mention in percentage terms only						
	Net Ex-Works Price						
	Add : Packing and forwarding (in percentage terms only)						
	Add : Freight and Insurance Charges (in percentage terms only)						
	Total CIF/CIP Price, ICD Tughlakabad, New Delhi						
	Add: Custom Duty and custom clearance charges (in percentage terms only)						
	Grand Total /FOR THSTI Faridabad						
	In Figure:						
	In Words:						

Notes:

a) Please fill 'Not Quoted' against items not offered.

b) The local custom clearance will be carried out directly by THSTI through its authorised clearing agent.

Signature & Seal of Bidder

Guidelines to bidders on CPPP e-Procurement Module

1. Procedure for Registration by the Bidder

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- 2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Procedure for preparation and submission of bids

- 3.1. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.
- 3.2. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.
- 3.3. Bidders are advised to go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi.

3.5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.6. As part of the bid, bidder should provide all the documents as follows: -

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

4. Assistance to Bidders

Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the Store Purchase Officer, Translational Health Science and Technology Institute, Faridabad-122001, Telephone Number:0129-2876432.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.