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ट्रांसलेशनल स्वास्थ्य विज्ञान
एवं प्रौद्योगिकी संस्थान

TRANSLATIONAL HEALTH SCIENCE
AND TECHNOLOGY INSTITUTE

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BID DOCUMENT
[Limited Tender Enquiry]

02 Aug 2019

On behalf of the Executive Director, THSTI, Faridabad, Haryana, India, offline bids are invited under Single bid system from reputed manufacturers or their authorized distributors / dealers for the supply of **Laboratory Items** as mentioned in succeeding para: -

Name of the Items	Approved Brands / Make	Enquiry Ref. No.	EMD (INR)
Common Cell Culture Items (As per attached Annexure 'F')	Corning/BD/Eppendorf/ Grainer/Only Nunc Brand of Thermo	THSTI/NIT/06/19-20	10,000/-

Last date & Time for submission of Bids : **23.08.2019 14:30 hours**

Date/Time/Venue for opening of Bid : **23.08.2019 15.00 hours**
: **Stores & Purchase Section**
: **THSTI, Faridabad**

Cost of tender documents INR 500.00 (Non-refundable) and EMD as quoted above is payable by Demand Draft in favor of **THSTI, Payable at Faridabad.**

The bids will be opened in the presence of representatives of tenderers, if any. **If the date of opening happens to be a holiday, the bids shall be opened next working day at the same time. Requests for postponement will not be entertained.** Fax/email bids or Late/Delayed tenders shall not be considered.

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)
For Executive Director, THSTI

Note:

- 1 All the bidders are requested to 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 **Unsolicited Bids will be straight away rejected.**
- 3 Required Items of Plastic Ware may or may not be ordered from one source (Make/Brand). Supply of damaged boxes will also not be acceptable.

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 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 CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND ABBREVIATIONS

Definitions

- “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- Tender” means Bids/Quotation/Tender received from a Firm/Tenderer /Bidder.
- “Tenderer” means Bidder/the Individual or Firm submitting Bids/Quotation/Tender.
- “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a tenderer along with its tender.
- “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.
- “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.

Abbreviations:

- “NIT” means Notice Inviting Tenders.
- “GCC” means General Conditions of Contract
- “NSIC” means National Small Industries Corporation
- “LC” means Letter of Credit
- “DP” means Delivery Period
- “BG” means Bank Guarantee
- “CD” means Custom Duty
- “BL” means Bill of Lading
- “FOB” means Free on Board
- “FCA” means Free Carrier
- “FOR” means Free On Rail
- “CIF” means Cost, Insurance and Freight
- “CIP” means Carriage and Insurance Paid up to named place of destination (Consignee site)
- “DDP” means Delivery Duty Paid named place of destination (consignee site)

2. QUALIFICATION CRITERIA:

- 2.1 The offer should be for supply of plastic 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 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 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.
 - 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 in a sealed cover having the tender reference mentioned thereon Bid must be **Techno-Commercial Priced Bid**

- 3.1 **Techno-Commercial priced Bid** prepared by the Tenderer shall also include the price in the Bid Form.
- 3.2 Catalogue, Technical literature should be enclosed along with Bid.
- 3.3 Manufacturer's Authorization Form;
- 3.4 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.

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:
- 4.3 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

- 4.4 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
- 4.5 Price bid should include the option of dividing the shipment into parts.
- 4.6 **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

5. PRICE EVALUATION CRITERIA

- 5.1 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.

- 5.2 The evaluation of price bids and ordering will be carried out as per Option as applicable

Option

In case minimum two bids are received for all 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

- 5.3 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 for the orders placed under above mentioned option.
- 5.4 The quantities mentioned in the 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.

6. LANGUAGE OF TENDER

- 6.1 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.

7. ELIGIBLE GOODS

- 7.1 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.
- 7.2 Materials to be supplied should be produced/manufactured recently or should be maximum one-year-old.
- 7.3 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.

8. TENDERING EXPENSE

- 8.1 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.

9. AMENDMENTS TO THE DOCUMENTS

- 9.1 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.

- 9.2 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.
- 9.3 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.

10. TENDERER PRICES

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

- The price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch.
- **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, Tuglakabad, and 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.**
- 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.
- **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.**
- 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 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. organisation 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".**

11. CUSTOMS DUTY

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.

12. INDIAN AGENT

If a foreign tenderer has engaged an authorized 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:

- 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.
- 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.

13. EARNEST MONEY DEPOSIT (EMD)

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 performance security within the specified period

14. MODE OF PAYMENT:

Cost of tender documents INR 500.00 (Non-refundable) and EMD as quoted above is payable by Demand Draft in favor of **THSTI, Payable at Faridabad**

15. TENDERS VALIDITY

- 15.1 The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of tender opening.
- 15.2 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.
- 15.3 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.

16. SCRUTINY AND EVALUATION OF TENDERS

16.1 Basic Principle

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.**

16.2 Preliminary Scrutiny of Tenders

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.

17. DISCREPANCIES IN PRICES

- 17.1 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.
- 17.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 17.3 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.

18. TENDERER'S CAPABILITY TO PERFORM THE CONTRACT

- 18.1 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.
- 18.2 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.

19. CONTACTING THE PURCHASER

- 19.1 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.
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.

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

- 20.1 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.
- 20.2 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.

21. AWARD CRITERIA

The contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser as per clause 5.2 above.

22. NOTIFICATION OF AWARD

- 22.1 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.
- 22.2 The Notification of Award shall constitute the conclusion of the Contract.

23. PERFORMANCE SECURITY

- 23.1 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.
- 23.2 The Performance security shall be denominated in Indian Rupees.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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

24 **PACKING AND MARKING**

- 24.1 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.
- 24.2 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.
- 24.3 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:
- Contract number and date
 - Brief description of goods including quantity
 - Packing list reference number
 - Country of origin of goods
 - Consignee's name and full address and
 - Supplier's name and address

25 **WARRANTY AND QUALITY**

- 25.1 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.
- 25.2 All plastic ware supplied should have a minimum shelf life of one year from the date of supply

26 **TERMS OF DELIVERY**

- 26.1 The principal or the distributor should agree to deliver the plastic ware to **THSTI/ICD, Tughlakabad, and New Delhi within 6 - 8 weeks** (including holidays) from the date of the order.

- 26.2 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 agreed period or commits a breach of any of the tender conditions, then Earnest Money Deposit will be liable to be forfeited.
- 26.3 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

27 **TRANSPORTATION OF GOODS**

The supplier shall follow the instructions mentioned below:

- 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.
- 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.

28 **INSURANCE**

- 28.1 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:
- 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.
 - 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.

29. **DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE / RECEIPT OF GOODS**

- 29.1 The supplier shall send all the relevant dispatch 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.
- 29.2 Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by email/fax/registered post/speed post (or as instructed in the contract):
- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price, discount, freight, Insurance upto THSTI, Faridabad and total amount;
 - Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
 - Four Copies of packing list identifying contents of each package;
 - Insurance Certificate upto THSTI, Faridabad;
 - Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
 - Manufacturer's/Supplier's warranty certificate;
 - Manufacturer's own factory inspection report;
 - Certificate of origin
 - Port of Loading;
 - Port of Discharge and
 - Expected date of arrival.
 - 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.

30. TERMS AND MODE OF PAYMENTS

- 30.1 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**.
- 30.2 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.
- 30.3 The important documents, which the supplier is to furnish while claiming payment, are:-
- Original invoice
 - 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.
 - Packing list identifying contents of each package;
 - Manufacturer's/Supplier's warranty certificate;
 - Inspection certificate issued, if applicable as per contract;
 - Manufacturer's own factory inspection test certificate.
 - Certificate of country of origin of the goods.
 - Insurance Certificate up to THSTI, Faridabad
 - Port of Loading and Port of Discharge as applicable.
 - Consignee's receipt certificate confirming receipt and acceptance of goods
 - Any other document specified.
- 30.4 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.
- 30.5 The supplier shall not claim any interest on payments under the contract.
- 30.6 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.

31. DELAY IN THE SUPPLIER'S PERFORMANCE

- 31.1 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.
- 31.2 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:
- Imposition of liquidated damages,
 - Forfeiture of its performance security and EMD
 - Termination of the contract for default.
- 31.3 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.
- 31.4 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 dispatch. 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.

32. LIQUIDATED DAMAGES

- 32.1 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.

33 TERMINATION FOR DEFAULT

33.1 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.

33.2 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.

33.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

34 TERMINATION FOR INSOLVENCY

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.

35 FORCE MAJEURE

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.

36 TERMINATION FOR CONVENIENCE

36.1 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 inter alia, 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.

36.2 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.

37 RESOLUTION OF DISPUTES

In case of any dispute or difference arising out of the contract which cannot 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.

38 APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The place of jurisdiction would be Faridabad, INDIA.

39. 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-Gurugram Expressway, Faridabad – 121001
Phone: +91-129-2876437**

ii Supplier:

(To be filled in by the supplier)

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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 ?			
b.	Have you enclosed the tender fee ?			
2. a.	Have you enclosed duly filled & signed Tender Form			
b.	Have you enclosed Power of Attorney in favor 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.

- a) All pages of the Tender should be page numbered and indexed.
- b) 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.
- c) 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_____
(Name, Address of the Tenderer)**For and on behalf of**_____
(Name, Address of the Tendering Firm)

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date: _____

**Executive Director,
Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurugram Expressway, Faridabad – 121001
Phone: +91-129-2876437**

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.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to tender.

We hereby extend our full guarantee and warranty as per General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours sincerely,

(Name)

(Name with seal 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.

BANK DETAILS REGARDING THE TRANSFER OF PAYMENT

To
Executive Director,
Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurugram Expressway,
Faridabad – 121001
Phone: +91-129-2876437

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	
3	Email ID of Concerned person	
4	Particulars of Bank Account of Firm	
5	Name of Bank and branch	
6	Bank Address and contract phone no	
7	9 Digit Code Number of the Bank and Branch	
8	IFSC Code of the Bank Branch (application for the bank branches participating RTGS system of RBI for fund transfer)	
9	Type of Bank Account (Saving Bank, Current Account or Cash Credit Account)	
10	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.

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

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. (Pcs)	No. per case	No. of Cases / Pks	Quoted		
					Unit value per pcs	Value per case	Total Value
1	TC FLASKS 25CM2 ,CANTED NECK, POLYSTYRENE	850					
2	TC FLASKS 25 CM2 ,CANTED NECK, VENTED CAP , POLYSTYRENE	4200					
3	TC FLASK 75 CM2, CANTED NECK, VENTED CAP POLYSTYRENE	6985					
4	TC FLASK 150/175 CM2, CANTED NECK, VENTED CAP POLYSTYRENE	1760					
5	6 WELL PLATES, TISSUE CULTURE GRADE, STERILE	1330					
6	12 WELL PLATES, TISSUE CULTURE GRADE, STERILE	1020					
7	24 WELL PLATES, TISSUE CULTURE GRADE, STERILE	3220					
8	48 WELL, FLAT BOTTOM,STERILE, TISSUE CULTURE TREATED	1100					
9	96 WELL PLATES FLAT BOTTOM, TISSUE CULTURE GRADE, STERILE	2960					
10	96 WELL PLATES ROUND BOTTOM, TISSUE CULTURE GRADE, STERILE	1600					
11	SEROLOGICAL PIPETTES 1 ML, STERILE, INDIVIDUALLY WRAPPED	5100					
12	SEROLOGICAL PIPETTES 2 ML, STERILE, INDIVIDUALLY WRAPPED	8560					
13	SEROLOGICAL PIPETTES 5 ML, STERILE, INDIVIDUALLY WRAPPED	43200					
14	SEROLOGICAL PIPETTES 10 ML, STERILE, INDIVIDUALLY WRAPPED	49100					
15	SEROLOGICAL PIPETTES 25 ML, STERILE, INDIVIDUALLY WRAPPED	8750					
16	SEROLOGICAL PIPETTES 50 ML, STERILE, INDIVIDUALLY WRAPPED	250					
17	CELL CULTURE DISH, TC TREATED 100 X 20MM, STERILE	1400					
18	CELL CULTURE DISH, TC TREATED 60 X 15MM, STERILE	5350					

19	CELL CULTURE DISH, TC TREATED 35 X 10MM, STERILE	650					
20	50 ML PP CENTRIFUGE TUBE STERILE, CONICAL BOTTOM,CLEAR	17100					
21	15 ML PP CENTRIFUGE TUBES, STERILE,CLEAR	9500					
	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 Figures:						
	In Words:						

Notes:

Please fill 'Not Quoted' against items not offered