

निविदा दस्तावेज
TENDER DOCUMENT

के लिये
FOR

**Supply of Liquid Nitrogen, Refilling of CO₂ and
N₂ Gases**

TENDER # CDFD/PUR/2022-23/GAS/ARC/IND18067



**सी डी एफ डी
CDFD**

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

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



डी एन ए फिंगरप्रिंटिंग एवं निदान केंद्र

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

CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS

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

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

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निविदा आमंत्रित सूचना NOTICE INVITING TENDER

Tender No. CDFD/PUR/2022-23/GAS/ARC/IND18067

Date: 01.06.2023

Sealed tenders are invited on behalf of and by the Director, CDFD from Manufacturers / Authorized Distributors for entering into Annual Rate Contract basis for or supply of "Liquid Nitrogen, Refilling of CO₂ Gas and N₂ Gas".

काम की गुंजाइश Scope of work: Supply of "Liquid Nitrogen, Refilling of CO₂ Gas and N₂ Gas".

- इच्छुक योग्य बोलीदाता हमारी वेबसाइट से पूर्ण बोली-प्रक्रिया दस्तावेज मुफ्त में डाउनलोड कर सकते हैं। Interested eligible bidders may download free of cost the complete bidding documents from our Website (<http://www.cdfd.org.in>) as well as from Central Public Procurement Portal: www.eprocure.gov.in.
- कम से कम धन जमा/बोली सुरक्षा Earnest Money Deposit / Bid Security: EMD amounting to Rs.20,000/- (Rupees Twenty Thousand only) by way of Demand Draft / Bank Guarantee of a Commercial Bank in favour of "Director, CDFD and payable at Hyderabad obtained from any Commercial Bank should be enclosed along with the Bid.
 - This amount is interest free and will be returned to the unsuccessful bidder after finalization of the Contract within 30 days.
 - The firms registered with DGS&D, NSIC and MSE if any, are exempted from payment of Earnest Money Deposit (EMD) and enclosed the valid proof along with Quotation.
- The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.
- निविदाएं एकल बोली में जमा की जाएंगी। Tenders shall be submitted in Single bid.
Due Date for Receipt of Tenders: 26-06-2023 @ 2.30 pm
Opening of Bids: 26-06-2023 @ 3.00 pm at Committee Room, Stores & Purchase Section, Cellar, CDFD, Inner Ring Road, Uppal, Hyderabad.
If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH, the submission/opening of the tender will be on the next working day as per the time scheduled.
- The sealed cover duly super-scribed with Tender No. CDFD/PUR/2022-23/GAS/ARC/IND18067, Due on 26-06-2023 @ 2.30 pm containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, CDFD, Inner Ring Road, Uppal, Hyderabad on or Before 2.30 PM of 26-06-2023. The Tender document at any cost should not be handed over to any person.
- The Director, CDFD reserve the right to not to lowest Tender accept the highest discounted off or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are also liable to be rejected.
- Bidders sending their quotations through courier / postal services should ensure to send the same well in advance as CDFD does not take any responsibility for late receipt of quotes due to postal / courier delays.
- Tenders submitted without EMD will be rejected.** Tenders received after due date and time will not be entertained. Institute is not responsible for any postal delay. CDFD does not take any responsibility for loss of Tender in transit sent by courier or any postal delays, Tenders received after the due date and time will be summarily rejected. Incomplete or conditional tenders are liable for rejection.
- Prices quoted should be upto CDFD Stores, Inner Ring Road, Uppal, Hyderabad – 500 039.
- All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
- This Notice Inviting Tender (NIT) shall form part and parcel of the Tender Document.

12. The Bidder shall sign all the pages of the Tender Document and other documents submitted by him.
13. CDFD does not bind itself to accept the lowest discounted tender or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are liable to be rejected.
14. Delivery: Order will be placed with 3 days in advance twice in a month for 400 liters and the supply to be done immediately on 4th day. Unloading, Loading, Transportation movement, etc. to be taken over by the Supplier as CDFD cannot provide any resources
15. Loss of Quantity during transportation: The supplier should bear the loss of quantity during transportation liquid nitrogen from their factory to CDFD premises. CDFD will pay for the net quantity of Liquid Nitrogen received after converting the liquid nitrogen into Ltrs / Kgs. As per the formula indicated in the Tender Document.

हस्ताक्षर
प्रभारी-भण्डारण एवं क्रय
Sd/-
I/C-Stores & Purchase

अध्याय CHAPTER 1

बोली लगाने के लिए निर्देश INSTRUCTIONS TO BIDDER

1. **योग्य बोलीदाता ELIGIBLE BIDDERS:** This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender.
2. **बोलीदाता की क्षमता CAPACITY OF BIDDER:** Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the Director, CDFD may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. The bidder shall produce a certificate from the Manufacturer of the offered product that they are the authorized dealer in India.
3. **योग्यता मापदंड QUALIFICATION CRITERIA:**
 1. The Bidder should be in the similar business for the last 3 years.
 2. The Bidder should have executed at least One Similar Annual Rate Contract with any of the Department of State / Central / PSU / University / R&D Institutes during the last 3 years. Proof to be enclosed with the quote.
 3. The Bidder should not be black listed / debarred by any Department of State / Central / Public Sector / Universities / R & D Institutes.
 4. The Bidder should have their own Liquid Nitrogen Containers for supply of Liquid Nitrogen.
 5. The Bidder should have local office / Godown in Hyderabad and operating for the last 3 years.
 6. The Bidder should be free from all encumbrances and eligible to receive Government Contracts.
4. **बोली दस्तावेजों की सामग्री CONTENT OF BIDDING DOCUMENTS:** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The bidding documents, apart from the invitation for bids have been divided into 4 chapters as under:
 1. Chapter 1 :Instructions to Bidder
 2. Chapter 2: Detailed Terms & Conditions
 3. Chapter 3 :Price Schedule Format
 4. Chapter 4 :Other Formats

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents will be at the Bidder's risk and may result in rejection of its bid.
5. **बोली दस्तावेजों का स्पष्टीकरण CLARIFICATION OF BIDDING DOCUMENTS :** A prospective Bidder requiring any clarification of the Tender Document shall contact the Purchaser in writing. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than 7 days prior to the deadline for submission of bids.
6. **बोली की भाषा LANGUAGE OF BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in Hindi/English language only.
7. **बोली के साथ संलग्न दस्तावेज DOCUMENTS TO BE ENCLOSED WITH BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
 - i. Bid Form (Bid Submission Covering Letter) as per format given at ANNEXURE-A.
 - ii. Detailed Annual Rate Contract proposal along with Terms and Conditions.
 - iii. OEM Authorization (wherever applicable)
 - iv. CDFD Tender document duly signed by the bidder on all the pages.
 - v. Bid Security / EMD as per format given at ANNEXURE-B.
 - vi. One copy of Annual Rate Contract executed by the Bidder.
 - vii. Proof of Local Office / Godown.
 - viii. Copies of Firm Registration and GST Registration,
 - ix. Bidder Performance Statement as per Format given at ANNEXURE-C
 - x. Undertaking for Reasonable Price as per format given at ANNEXURE-D
 - xi. Financial Status of the Bidder as per Annexure- E
 - xii. Check List as Annexure-F
 - xiii. Firm or VAT or TOT Registration Certificate

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

बोलीदाता का हस्ताक्षर
Sign. of Bidder

8. Your offer should mentioned clearly the rates offered with all the supply conditions, delivery period, etc. The material must be supplied within stipulated period / validity of supply order. In case of delay in supply from the side of supplier, a penalty of 0.5% per week of order value will be charged for delayed period at maximum of 10%. In case of any breach of contract, the order can be cancelled by CDFD due to breach of contract by the supplier. It will also affect the future business dealings with such suppliers. The supplies will be accepted maximum in two lot barring exceptional case. Payment will be made after complete supply as per our purchase order.
9. **बोली फार्म BID FORM (Bid Submission Covering Letter):** The bidder shall use the format as per Annexure-A.
10. **बोली प्रक्रियाएं BID CURRENCIES:** Prices shall be quoted in Indian Rupees only.
11. **बोली सुरक्षा / एयरनेस्ट पैसा जमा (ई एम डी) BID SECURITY / EARNEST MONEY DEPOSIT (EMD):** The Bidder shall furnish, as part of its bid, a Bid Security (BS) / Earnest Money Deposit (EMD) for an amount of **Rs.20,000/- (Rupees Twenty Thousand only)** as specified in the invitation for Bids. The BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries. The Bid Security shall be in one of the following forms at the bidders' option:
- A bank Guarantee issued by a Nationalized / Scheduled Bank / Foreign Bank as per the format provided at Annexure-B in the bidding documents and valid for three months; or
 - A Banker's Cheque or Demand Draft in favour of the Director, CDFD payable at Hyderabad.
- The Bid Security should be submitted in its original format. Copies shall not be accepted.
- The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity or placement of order, whichever is later.
- The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security.
12. The firms registered with DGS&D, NSIC and Micro and Small Enterprises (MSE) if any, are exempted from payment of BS provided such registration includes the item they are offering and submit the valid registration copy with the quotation.
13. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**
14. **Bidders are requested to note the revised rates of GST as applicable to the Public Funded Research Institutions under the Notification No. 47/2027 Integrated Tax (Rate) and Notifications No.45/2027 Central Tax (Rate) dt. 14-11-2017 issued by Department of Revenue, Ministry of Finance, Government of India.**
15. **बोली सुरक्षा जब्त की जा सकती है The bid security may be forfeited :**
- If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or
 - In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order and/or fails to furnish Performance Security within 7 days from the date of contract / order.
16. **बोलियों की वैधता का अवधि PERIOD OF VALIDITY OF BIDS:** Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser.
17. Bidders intends to send their bids through courier / postal services should ensure to send the quote well in advance as CDFD never takes any responsibility for the delay in receipt of the bids.
18. The Bidder is required to go through all the Terms & Conditions of the Tender document and sign all the pages as token of acceptance of having read the Terms and Conditions and accepted the same.

**बोलीदाता का हस्ताक्षर
Sign. of Bidder**

19. **बोलियों के प्रस्तुत करने के लिए अंतिम तिथि DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the Purchaser at the address mentioned above not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. **देर से की गई बोली LATE BIDS:** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. Such tenders shall be marked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.
21. **बोलियों में बदलाव, प्रतिस्थापन एवं वापसी WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS:** A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice and is received by the Purchaser prior to the deadline for submission of bids. No Bid may be withdrawn in the interval between dead-line for submission tender document. Withdrawal bids will be returned to the bidder without opening of the same during the opening of bids. However, no withdrawals of Bids are permitted after the Deadline for submission.
22. **गोपनीयता CONFIDENTIALITY:** Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until placement of the Order.
23. **बोलियों की घोषणा CLARIFICATION OF BIDS:** To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
24. **प्रारंभिक परीक्षा PRELIMINARY EXAMINATION:** The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in have been provided, required sureties have been furnished, and to determine the completeness of each document submitted. The Purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
25. If the Bidders have put in Specific conditions not enclosed, all the documents / data requested in the tender and not submitted the Tender in the manner as indicated may be liable for rejection, without seeking further clarifications.
26. **मूल्यांकन और बोली की तुलना EVALUATION & COMPARISON OF BIDS:** Bidders who have quoted as per the tender specifications will only be considered for comparison and other bids will be summarily rejected. The evaluation & comparison shall be made as under:
The final landing cost of purchase after all discounts, freight, forwarding, insurance warehouse to warehouse, custom clearing charges, Bank Charges and all duties, taxes etc. shall be the basis of evaluation.
- आयातित बनाम स्वदेशी प्रस्ताव Imported Vs. Indigenous Offers:** The final landing cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to CDFD, Hyderabad shall be the basis of evaluation.
- Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc. will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.
- Arithmetical errors in the financial bids will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - If the supplier does not accept the correction of errors, its bid will be rejected.
 - If there is a discrepancy between the price quoted in words and figures, the **rate quoted in words will be taken as final** and shall be binding on the Bidder.
27. Bidders who have not agreed to CDFD payment terms, Delivery Schedules and not enclosed the relevant documents as per this tender Term will be treated as Unresponsive Bidders and may be rejected.

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Sign. of Bidder

28. **सी डी एफ डी द्वारा वर्गीकरण CLARIFICATIONS BY CDFD:** The Tender Evaluation Committee may seek clarifications on the technical as well as commercial terms if deemed fit and the bidder to provide such clarifications in a reasonable time immediately within a day or two.
29. **पुरस्कार का मापदंड AWARD CRITERIA:** The Purchaser concerned award the Annual Rate Contract to the bidder who has offered the lowest rates. The Purchaser, if deemed fit may conclude one or more parties for the award of Annual Rate Contract for the same items.
30. **निष्पादन सुरक्षा PERFORMANCE SECURITY:** Performance Security @ 3% of the total projected order value may be submitted before awarding the Rate Contract.
31. **ऑर्डर स्वीकृति ORDER ACCEPTANCE:** The successful bidder should submit acceptance of the Purchase Order immediately but not later than 7 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the supplier is not interested and his bid security is liable to be forfeited.
32. **मानक STANDARDS:** The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
33. **टेंडर की अक्षमता DISQUALIFICATION OF TENDERS:**
- Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.
 - Conditional quotations will be liable for rejection or may not be considered.
 - Fax or e-mail tender documents /bids will be rejected.
 - Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected.
34. **धोखा और भ्रष्टाचार FRAUD AND CORRUPTION:** The purchaser requires that the *bidder's* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:
 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

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Sign. of Bidder

अध्याय CHAPTER 2

विस्तृत नियम और शर्तें DETAILED TERMS AND CONDITIONS

1. **परिभाषाएं DEFINITIONS** : In this Contract, the following terms shall be interpreted as indicated: The following words and expressions shall have the meanings hereby assigned to them:
 - a. "Contract Price" means the price payable to the Supplier as specified in the Purchase Order, subject to such additions and Adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - b. "Day" means calendar day.
 - c. "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order.
 - d. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser as per the Purchase Order.
 - e. "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier as per the Purchase Order.
 - f. "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order.
 - g. "The final destination," where applicable, means the place of delivery as indicated in the Purchase Order.
2. **सप्लायर का उत्तरदायित्व SUPPLIER'S RESPONSIBILITIES**: The Supplier shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.
3. **अनुबंध की कीमत CONTRACT PRICE**: Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.
4. Supplier should be able to deliver small quantities at short notice for emergency situations.
5. Annual rate contract is valid for one year and may be renewed for further period of one year on mutually agreed terms and conditions.
6. **Delivery Schedule**: The ordered materials are to be supplied within stipulated time of the order.
7. **Acknowledgement of the Order**: The Supplier should forward the order acknowledgement immediately confirming the rates, after receiving the Purchase Order. Any changes will be incorporated by issuing suitable amendments.
8. The supplier is requested to deliver the ordered material at CDFD Stores, the supplier is requested to bring three copies of Delivery Challans mentioning the description of the material. The material should be first verified at Security Section and Stores section and obtain the acknowledgements for having delivered the material. A copy of the duly acknowledged Delivery Challan should be enclosed with the Bill for releasing the payment.
9. No manpower will be provided by CDFD for loading and unloading the material.
10. The supplier is required to bring the Liquid Nitrogen in their own container. CDFD Security Section will arrange for weighment of the filled in tank and empty tank to arrive the weight of the supplied Liquid Nitrogen. The weight so arrived will be converted to liters by the following formula.

$$\frac{\text{Actual weighment in Kg} \times 0.88}{0.71}$$
11. **Refilling of CO₂ Gas and N₂ Gas**: The supplier is requested to collect the Cylinders from Stores Section and supply the filled cylinders within 3 days.
12. **डिफॉल्ट के लिए समाप्ति TERMINATION FOR DEFAULT**: The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
 - a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices.

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Sign. of Bidder

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

- a. The Performance Security is to be forfeited;
 - b. The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
13. **अनिवार्यता के लिए समाप्ति TERMINATION FOR INSOLVENCY:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
 14. **विवादों का निपटारा SETTLEMENT OF DISPUTES:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 15. **लागू कानून APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.
 16. **नोटिस NOTICES:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the other party's address specified in the Purchase Order.

धोषणा DECLARATION

I/We _____ have read the entire terms and conditions of this Tender document and are agreeable to the terms and conditions mentioned herein.

Sign. of Bidder

Name:

Company Seal:

अध्याय CHAPTER 3

मूल्य सूची PRICE SCHEDULE

Sl. No	Description	Price per Litre / Kg / Cylinder	GST %	Total Amount
1	Co2 Gas Refilling of CDFD Cylinders			
2	Nitrogen Gas Refilling of CDFD Cylinders			
3	Helium Gas Refilling of CDFD Cylinders			
4	Other Gases required for supply to CDFD time to time			
5.	Liquid Nitrogen for CDFD			

GRAND TOTAL: In Figures _____

In Words: (In Rupees _____)

Note:

1. Please note that the loss of Liquid Nitrogen during transportation to be borne by the Supplier.
2. Please inspect CDFD premises, Cylinders, etc. to have fair idea of the requirements before submitting your rates.

The Bidder may use the above format or the same details may be typewritten in the letter head of the Bidder and submit it along with Tender.

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Sign. of Bidder

अध्याय CHAPTER 4

अन्य प्रारूप OTHER FORMATS

- a. Bid Form (Bid Covering Letter) - (Annexure-A)
- b. Bid Security Form / Earnest Money Deposit Form - (Annexure-B)
- c. Performance Security Form - (Annexure-C)
- d. Bidder Performance Statement – (Annexure-D)
- e. Undertaking for Reasonable Price – (Annexure-E)
- f. Financial Status of the Bidder – (Annexure-F)
- g. Check List - (Annexure-F)

बोली फार्म (बोली आवरण पत्र)

BID FORM (BID COVERING LETTER) - Annexure-A

[The Bidder shall type this Form on their Letter Head and enclose this along with Bid.]

To:

**The I/c – Stores & Purchase
Centre for DNA Fingerprinting & Diagnostics,
Inner Ring Road, HYDERABAD – 500039.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda (if any)
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Tender Document
- (c) Our bid shall be valid for from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security for due performance of the Contract;
- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of Order, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

Name:

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

Dated on _____ day of _____, _____

बोली सुरक्षा / एयरनेस्ट पैसा जमा फॉर्म
BID SECURITY / EARNEST MONEY DEPOSIT FORM – Annexure-B

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender) against the Purchaser's tender Enquiry No. _____ KNOW ALL MEN by these present that WE _____ of _____ having our registered office at _____ are bounds unto _____ (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender;
- (2) If the tender having been notified of the acceptance of his tender by the Purchaser during the period of its validity;
 - a) If the tenderer fails to furnish the Performance Security for the due Performance of the Contract.
 - b) Fails or refuses to accept / execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred conditions or conditions.

This Guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and Designation of the Officer

Seal, Name and Address of the Bank and Address of the Branch.

बोलीदाता निष्पादन सुरक्षा प्रपत्र

PERFORMANCE SECURITY FORM – ANNEXURE – C

(TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER RECEIPT OF THE PURCHASE ORDER)

To

(Name of Purchaser)

WHEREAS _____ (Name and address of the Supplier) (hereinafter called 'the Supplier') has undertaken, in pursuance of Contract No _____ dated _____ to supply (description of goods and services) hereinafter called 'the Contract').

AND WHEREAS, it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS, we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the _____ day of _____ 20_____

(Signature of the authorized officer of the Bank).

Name and Designation of the Officer

Seal, Name and Address of the Bank and Address of the Branch.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

बोलीदाता प्रदर्शन विवरण

BIDDER PERFORMANCE STATEMENT – ANNEXURE – D

Sl. No.	CLIENT – 1	CLIENT – 2	CLIENT – 3
1.	Name & Address of the Purchaser	Name & Address of the Purchaser	Name & Address of the Purchaser
2.	Purchase Order No. and Date	Purchase Order No. and Date	Purchase Order No. and Date
3.	Description of material:	Description of material:	Description of material:
	Make/Model:	Make/Model:	Make/Model:
	Qty:	Qty:	Qty:
4.	Date of Installation	Date of Installation	Date of Installation
5.	Contact Details	Contact Details	Contact Details
	Name: _____	Name: _____	Name: _____
	Email: _____	Email: _____	Email: _____
	Tel. No.: _____	Tel. No.: _____	Tel. No.: _____

Please note that priority of selection of your bid will be based on the above credentials. Therefore please submit at least 2 order details successfully executed during the past 3 years.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

उचित मूल्य के लिए उपक्रम

UNDERTAKING FOR REASONABLE PRICE – ANNEXURE - E

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

and we further undertake that we will not offer less than the offered rates during the validity period to any other State /

Central / PSU / Autonomous Bodies / Universities / R&D Institutes / Pharmaceutical Laboratories / Public Limited Companies.

Place:

Date:

बोलीदाता का हस्ताक्षर
Sign. of Bidder with Seal

बोलीदाता की वित्तीय स्थिति

FINANCIAL STATUS OF THE BIDDER – Annexure-F

Sl. No.	Financial Year	Annual Turnover	Profit / Loss
1	2022-23		
2	2021-22		
3	2020-21		

Place:

Date:

बोलीदाता का हस्ताक्षर
Sign. of Bidder with Seal

जाँच सूची
CHECK LIST - Annexure-G

S. No.	Particulars	Indicate Yes/No	Enclosure No.
1	Bid Form (Bid Covering Letter) attached		
2	CDFD Tender Document duly signed and stamped attached		
3	Earnest Money Deposit / BG attached		
4	One copy of Annual Rate Contract per eligibility Criteria attached		
5	Detailed RC proposal along with Terms & Conditions		
6	Proof of Local Office / Godown		
7	Copy of Firm Registration attached		
8	Copy of GST attached		
9	Authorization Certificate from OEM attached		
10	Financial Status of the Bidder		
11	UAM Copy enclosed		
12	Bidder Performance Security Form attached		
13	Undertaking for Reasonable Price offer		
14	All Documents as per Tender Chapter 1, Clause No.7 enclosed		

SIGNATURE OF BIDDER WITH SEAL:

Email ID:

Contact Number:

Name: