

E-TENDER NOTICE

BID DOCUMENT
[Two bid system]

03rd Sep 2020

On behalf of the Executive Director, THSTI, Faridabad, Haryana, India, online bids are invited under two bid system from reputed manufacturers or their authorized agents for the supply / installation/ commissioning of the following item(s): -

SI No	Name of the instrument	Qty.	Enquiry Ref. No.	EMD Amount (INR)
01	Liquid Nitrogen Dry Shipper	02	THSTI/NIT/09/20-21	13000.00

Website for Online bid Submission : <https://eprocure.gov.in>
Last date & Time for online submission of bids : 01.10.2020 15.00 hours
Date/Time for opening of Technical bid : 02.10.2020 15.00 hours

Tender Fee of INR 500/- (Non-refundable) and EMD as mentioned above is payable by using online payment portal (<http://thsti.res.in/notification-tender.php>). The approved modes of payments are Net Banking, Debit Card, Credit Card and UPI

KINDLY NOTE THAT ONLINE BID RECEIVED SHALL ONLY BE CONSIDERED AGAINST THIS TENDER ENQUIRY. Bids received by post/Fax/email bids shall not be considered and rejected straightway. **Further, requests for postponement will not be entertained.**

Executive Director, THSTI reserves the right to accept/ reject/modify any or all terms & conditions of this tender either in part or in full without assigning any reasons thereof.

(Rajeev Kr. Sharma)
Section Officer (S&P)

Note :

All the bidders are requested to note that all future amendments/corrigendum will be published on THSTI / CPPP website and no separate advertisement will be released for the same. Bidders are therefore requested to regularly visit the cited websites for any such updates till the due date & time of this tender & thereafter too.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

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

5. Patent Rights

The bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids and Tender Fee /EMD

- 6.1 The procurement will be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by THSTI will be out rightly rejected. Tender documents can be downloaded from website of CPPP www.eprocure.gov.in. and final bids (Technical and Financial) are to be uploaded on same website i.e www.eprocure.gov.in. The bidders should have a valid digital signature certificate (Class'II or Class'III) issued by any of the valid Certifying Authorities to participate in the online tender. The bids shall be uploaded in electronic form only on www.eprocure.gov.in website. Before submission of bids, the bidders are requested to kindly read the "Guidelines to bidders on CPPP's e-procurement module" available at the end of this tender document.

- 6.2 Tender Fee and Tender EMD shall be paid by using online payment portal. The approved modes of payments are Net Banking, Debit Card, Credit Card and UPI, failing which the bid will be rejected.
- 6.3 Print Final Payment Receipts and include the softcopy of the same in your technical bid.
- 6.4 EMD of unsuccessful bidders shall be returned with in 30days after finalization of tender and award of contract/order

Following are the steps for online payment:

1. Visit on Notification e Tender Page on THSTI Website (<http://thsti.res.in/notification-tender.php>) & click on Pay button beside the tender;
2. Fill Vendor Details i.e. Supplier Name, PAN No., Contact Person, Email Id, Mobile No. and click on "Continue to Payment" button;
3. Confirm Payment details after carefully examining the auto-fetched tender details and the filled information and click "Confirm and Redirect" to proceed to the payment gateway. The Email id and Mobile number will be used for the payment confirmation at the later stage;
4. Check Redirect to Payment Portal;
5. Make payment using any payment mode (i.e. Net Banking, Debit Card, Credit Card or UPI); fill in the mobile number, email id to receive email and SMS notification for your payment and click on "Proceed Now";
6. Redirect to Payment Status;
7. Provisional Transaction Receipt (if payment has not failed);
8. See your payment history by providing your details;

7. Inspections and Tests

The Purchaser or its representative shall have right to inspect and/or to test the Goods to ascertain its conformity to the Contract specifications at no extra cost to the Purchaser.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
- 8.3 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Order/Contract No.
- (iii) Country of Origin of Goods
- (iv) Supplier's Name and
- (v) Packing list reference number

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 9.2 Delivery of the goods should be made within a maximum of four weeks in case of indigenous goods and six weeks in case of foreign goods from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
- (i) Three copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
 - (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
 - (iii) Insurance Certificate if applicable;
 - (iv) Manufacturer's/Supplier's warranty certificate;
 - (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
 - (vi) Certificate of Origin.
 - (vii) Two copies of the packing list identifying the contents of each package.
- 9.3 The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 10.2 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) against "All Risks" The insurance shall be valid for a period of not less than three months after installation and commissioning. **However, in case of orders placed on FOB/FCA basis, the purchaser will arrange Insurance.**

11. Transportation

Where the bidder is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Spare Parts

- 12.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided this election shall not relieve the Supplier of any warranty obligations under the Contract;

- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- 12.3 The incidental services also include:
- 12.4 Furnishing of one set of detailed operations & maintenance manual.

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 13.2 Warranty period shall be 03 years from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier's discretion shall apply making such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at supplier own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**
- 13.3 **If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including the cost of customs duty, customs clearance charges etc.**

14. Payment

- 14.1 100% payment shall be made by the Purchaser after the supply, Installation and commissioning of the equipment(s) and receipt of performance security (Refer clause 23.1 of ITB)
- 14.2 Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods.
- 14.3 Purchaser is not liable to pay any interest amount on EMD in any condition.

15. Subcontracts

No Subcontracts is permissible unless it is clearly declared or mentioned by the bidder in their bid with appropriate reasons/justification for subcontracts, submitted to THSTI.

16. Liquidated Damages

- 16.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.
- 16.2 If the Supplier fails to deliver any or all of the Goods or to perform services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% per week and the maximum deduction is 10% of the contract price.

17. Termination for Default

- 17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

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

18. Force Majeure

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

19. Resolution of Disputes

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

20. Taxes and Duties

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

21. Manuals and Drawings

- 21.1 Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 21.2 The Manuals shall be in English in such form and numbers as stated in the contract.
- 21.3 Unless and otherwise agreed, the goods/ equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

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

23. 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: +91-129-2876433**

II Supplier:

(To be filled in by the supplier)

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INSTRUCTIONS TO BIDDERS (ITB)

INTRODUCTION

1. Eligible Bidders

- 1.1 This invitation for Bids is open to all manufacturers or their dealers specifically authorized by the manufacturers 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 specified in this tender.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING DOCUMENTS

3. Contents of Bid Document

The Bidder is expected to read all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to comply with all information sought by the purchaser in the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

4. Amendment to Bid Document

The prospective bidders are **required** to keep a watch on the CPPP/THSTI website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders up to seven days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

5. Documents Comprising the Bid

The bidder is required to be uploaded bids on the CPP portal in **two parts**. One part is the Techno-Commercial Unpriced Bid and the other part is the Financial/Price Bid.

- 5.1 The Techno-Commercial Unpriced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form.
 - (i) Scanned copy of Tender fees and EMD as specified in the invitation to Bids.
 - (ii) Scanned Copy of Solvency Certificate
 - (iii) Service Support Details Form;
 - (iv) T&C Deviation Statement Form;
 - (v) Technical Specification Compliance Form;
 - (vi) Performance Statement Form;
 - (vii) Manufacturer's Authorization Form.
 - (viii) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.

- (ix) Bid Form.
- (x) The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any and the estimated life of the equipment offered.
- (xi) If the demonstration of the goods/equipment is deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at THSTI or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.

5.2 The Financial/Pice Bid shall comprise of the Techno Commercial Bid with price indicated in the bid form . Also, Price Schedule 'Part A' and 'Part B' given with tender to be uploaded after filling all relevant information like Rate, freight, insurance, custom duty etc. The Rate should be inclusive of all charges and no other charges shall be considered. The priced bid should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of Price schedule sheet will not be accepted by system).

6. Bid Prices

- 6.1 The Bidder 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.
- 6.2 Prices indicated shall be entered separately in the following manner **(For Indigenous Items):**
- (i) 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
 - (ii) **Taxes:** THSTI is exempted from payment of concessional GST as per the New Notification No. 45/2017-Central Tax (Rate) and 47/2017-Integrated Tax Rate dated 14th November 2017 and Customs Duty under notification No.51/96 dated 23.07.1996. Please mention the applicable taxes (GST) clearly. We don't issue any 'Form C' or 'Form D'. However, being R&D Organization Concessional customs duty Forms can be issued. **No other charges except those mentioned clearly in the bid will be admissible.**
 - (iii) Rates should be quoted F.O.R. at site at THSTI, Faridabad inclusive of packing, forwarding, loading & unloading, shifting up to the site of installation at THSTI, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately and clearly. Vague terms like packing, forwarding, transportation etc. without mentioning the specific amount/ percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected. **Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be assumed as all-inclusive of above charges.**
- 6.3 Prices indicated shall be entered separately in the following manner **(For Imported Items, quote the DDP price all-inclusive of all charges as given below):**
- (i) **The price of the goods quoted shall be inclusive of export packing, forwarding, inland freight, airfreight, Insurance, custom clearance charges, customs duty, loading & unloading, delivery, shifting if required up to the site/laboratory at THSTI, installation and commissioning, training and insurance from warehouse to warehouse (up to site of installation of THSTI). And other local costs incidental to delivery of the goods up to the site of installation at THSTI. However the Institute will provide Original Duty Exemption Certificate, copy of DSIR Registration certificate etc. if required by the vendor.**

- 6.4 Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price the bid will be treated as non-responsive and rejected.

7. Bid Currencies

Prices shall be quoted in Indian Rupees or in freely convertible foreign currency preferably in **USD (\$), Euro (€), Yen (¥), GBP (£), SGD & AUS(\$)** wherever possible for correct evaluation during comparison.

8. Documents Establishing Bidder's Eligibility and Qualifications

- 8.1 Pursuant to THSTI, the bidder shall furnish, as part of the bid, documents establishing the bidders' eligibility to bid and qualification to perform the contract if the bid is accepted.
- 8.2 That the bidder meets the qualification criteria listed in Bid Document.

9. Documents Establishing Goods' Eligibility and Conformity to Bid Document

The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

- 09.1 Specifications are basic essence of the product. It must be ensured that the offers are strictly as per specifications. At the same time it must also be kept in mind that merely copying our specifications in the bid shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings, data, and shall consist of:

- (i) A detailed description of the essential technical and performance characteristics of the goods as per specifications;
- (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (iii) An item-by-item commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.

10. Period of Validity of Bids

Bids shall remain valid for 180 days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

11. Format and Signing of Bid

- 11.1 The Bidder shall upload the bids in two parts. One part shall contain Techno commercial un-priced bid and the other shall contain the priced bid.
- 11.2 All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid endorse them.
- 11.4 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.
- 11.5 The bid once accepted and awarded the contract the bidder will be obliged to execute the contract for the delivery and commissioning of the product at THSTI.

12. Modification and Withdrawal of Bids

- 12.1 Bid once submitted cannot be modified subsequent to the deadline for online submission of bids.
- 12.2 Further, Bid once submitted cannot be withdrawn in between the interval of deadline for online submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result forfeiture of the bid security of bidder.

OPENING AND EVALUATION OF BIDS

13. Opening of Bids by the Purchaser

- 13.1 The Purchaser will open all Techno Commercial Un-priced Bids, as per the schedule given in invitation to bids.
- 13.2 In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened on the next working day.
- 13.3 The Financial/price bid of technically qualified bidders only will be opened at the date and time to be informed to the qualified bidders.

14. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

15. Preliminary Examination

- 15.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bid from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM/Foreign.
- 15.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 15.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.
- 15.4 On downloading from the web site, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. is noticed the purchaser at any stage, the bid shall be rejected immediately and EMD shall stand forfeited.

16. Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers/banks' website on the date of Price/Financial Bid opening.

17. Evaluation & Comparison of Bids

- 17.1 For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
- (i) **Indigenous Offers**
The final landed cost of purchase after all discounts, freight, forwarding, insurance (ware house to ware house), custom clearing charges taxes etc. shall be the basis of evaluation.
 - (ii) **Imported Offers**
The FOB/FCA/CIF/CIP price shall be the basis of evaluation (ware house to ware house basis)
 - (iii) **Imported Vs. Indigenous Offers**
The final landed cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with customs duty, customs clearance charges, Bank/LC charges, transportation, delivery up to the site of installation at THSTI, Faridabad as per available records with THSTI for imported goods) shall be the basis of evaluation.
- 17.2 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.

18. Contacting the Purchaser

Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

20. Purchaser's Right To Accept Any Bid and To Reject Any or All Bids

- 20.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 20.2 Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this score and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

21. Notification of Award

- 21.1 Prior to expiry of the period of bid validity, the purchaser will notify the successful bidder in writing by Purchase Order.
- 21.2 Upon the successful Bidder's furnishing of performance security the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

22. Order Acceptance

The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited

23. Performance Security

- 23.1 The successful Bidder shall furnish the performance security equivalent to 10% of the cost of equipment, in the form of Bank Guarantee from any Nationalized Bank only after installation/ commissioning of the equipment(s). Performance security should remain valid for 60 days beyond covering the warranty of the equipment.
- 23.2 The payment will be released on receipt of satisfactory installation report followed by performance security.

24. Progress of Supply

- 24.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
- (i) Quantity offered for inspection and date;
 - (ii) Quantity accepted/rejected by inspecting agency and date;
 - (iii) Quantity dispatched/delivered to consignees and date;
 - (iv) Incidental services have been satisfactorily completed with date;
 - (v) Number of rectifications/repairs/replacements effected/completed on receipt of any communication from consignee/Purchaser with date;
 - (vi) Date of completion of entire Contract including incidental services, if any; and
 - (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

25. Right to Use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

26. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

27. Training

- 27.1 The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
- 27.2 The training shall be initially carried out during installation & commissioning for operating and maintaining the system. Specific training on application shall also to be imparted by the supplier. The duration of such training needs to be finalized with the end user of the equipment.

BID FORM

**To,
The Executive Director,
Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurugram Expressway, Faridabad – 121001
Phone: +91-129-2876433**

Dear Sir/Madam,

After reading the bid document carefully, we hereby declare that we accept all the terms and condition of the bid document and would like to submit our bid for supply of _____ (Description of Goods).

We undertake to deliver the goods & install the same at THSTI premises in accordance with the terms of tender, if awarded the contract.

If our bid is accepted we will produce the performance security in the shape of bank guarantee as specified in SCC.

Yours Faithfully

Signature with date of authorized person
Name & Designation

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date: _____

**The Executive Director,
Translational Health Science and Technology Institute,
3rd Mile Stone, Faridabad-Gurugram Expressway, Faridabad – 121001
Phone: +91-129-2876433**

Dear Sir/Madam,

We _____ (Name of the firm) 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,

Sign with name of Authorised signatory

Company Name & Address

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 un priced bid.

**Form of Performance Bank Guarantee/Bank Guarantee
(TO BE SUBMITTED FROM ANY INDIAN NATIONALIZED BANKS ONLY)**

BG No.:..... Date.....

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

1. We (hereinafter referred to as the ‘Bank’) hereby undertake to (Indicate the name of the Bank) Pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.

2. We...(indicate the name of the Bank) Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, The said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in

any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(Name of the bank)..... lastly under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank)..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorised Signatories of the Bank with name and Seal

Name of the Officer:
Designation:
Code if any:
Date:
Place

TECHNICAL COMPLIANCE STATEMENT FORM

An item wise comments on the equipment technical Specifications mentioning substantial response for the quoted goods to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required to be provided on below format:

ITEM NAME				
S.No.	Tender Specifications	Bidder's Specifications	Compliance	Remarks/Deviation If any
			Complied/Not Complied	

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

QUALIFICATION REQUIREMENTS

1. The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
2. The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DPIIT. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
3. The bidder should have executed at least one similar order successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
4. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
5. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract.
6. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for one years after end of warranty period if required.
7. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
8. Other things being equal, preference shall be given to firms who or his principal have supplied and installed similar system at any CSIR/ ICAR/ ICMR/DAE/ DRDO/ DST/DBT/other Govt. or autonomous research Labs in India.
9. ***Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.***

Executive Director, THSTI

Price Bid Format

PRICE SCHEDULE 'A'

PRICE SCHEDULE FOR DOMESTIC GOODS

1	2	3	4					5
S. No.	Brief Description of Goods (with make & model)	Quantity (Nos)	Price per unit (Rs.)					Total price (at consignee site) (Rs.)
			Ex-factory / Ex-warehouse / Ex-showroom / Off-the shelf	GST (if any) [%age & value]	Transportation , loading/ unloading and incidental costs till consignee's site	Insurance charges for a period including 3 months beyond the date of delivery	Incidental services (including installation & commissioning, supervision, demonstration and training) at the consignee's site	
			(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e

Total value in Rupees: (in figures):- _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Price Schedule:'B'

Place: _____

Date: _____

Name: _____

Business Address _____

Signature of Tenderer _____

Seal of Tenderer _____

PRICE SCHEDULE

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

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

** To be quoted in Indian Currency

Total price at Consignee's site

(A) In Foreign currency : column (e) _____ (In figures and words) plus

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

Note:-

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

Place: _____

Date: _____

Name: _____

Business Address _____

Signature of Tenderer _____

Seal of Tenderer _____

PRICE SCHEDULE 'B'

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
S.No.	Brief Description of the Goods	Quantity (Nos.)	Comprehensive Maintenance Contract Cost for each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			A	B	C	D	E	

* After completion of warranty period

Note: -

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/operational manual and labour, after satisfactory completion of warranty period may be quoted for next 1 (or as specified) years on yearly basis for complete equipment.
2. The cost of CMC may be quoted along with GST applicable on the date of Tender opening. The GST to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of GST and no claim for the same will be entertained later.
3. Cost of CMC shall not be added for ranking/evaluation purpose. However, Institute may keep it reserve by freezing the same in order to consider for purchase at later stage say after completion of warranty of equipment.
4. The uptime warranty will be 98% on 24 (hrs) x 7 (days) x 365 (days) basis.
5. The stipulation in technical specification will supersede above provision.
6. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place: _____

Date: _____

Name: _____

Business Address _____

Signature of Tenderer _____

Seal of Tenderer _____

GENERAL SPECIFICATIONS

Technical Specifications for Liquid Nitrogen Dry Shipper: Quantity 2 Nos.

General Specifications:

- 1) Liquid Nitrogen dry shipper should be suitable for the safe transportation of biospecimen in cryovials at cryogenic temperature.
- 2) Liquid nitrogen capacity 7-10 liters.
- 3) Static holding time minimum 11 days.
- 4) Vial Capacity: Minimum 500 vials of 2 ml.
- 5) Neck opening diameter: 8-9 inches.
- 6) Exterior diameter: 12-16 inches.
- 7) Empty weight: Maximum 15 kg.
- 8) Should come with at least 3 years comprehensive warranty.

Optional items:

Plastic Box 2" (100 cell) with cell dividers for carrying cryovials (full capacity).

Spare cork & cover

Protective shipping container made of high impact plastic with hinged lid and padded inside to hold dry shipper firmly in place.

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. 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.

3.4. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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.

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.