

MINISTRY OF HOME AFFAIRS

PM DIVISION

(PROCUREMENT WING)

JAISALMER HOUSE, 26-MAN SINGH ROAD,

NEW DELHI – 110 011

TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

Email: dc1.procur-mha@gov.in

e-GLOBAL TENDER ENQUIRY

NO: D/21013/3262/19/27.06.2017/P-1

TENDER OPENING DATE: 31.01.2018

STORES NAME: DNA SEQUENCER MACHINE

QTY: 01 (ONE) UNIT

INVITATION TO GLOBAL TENDER ENQUIRY (GTE)

GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
PM DIVISION (PROCUREMENT WING)
JAISALMER HOUSE, 26-MAN SINGH ROAD,
NEW DELHI – 110 011
TEL NO. 91-011-23387306 FAX NO. 91-011-23386764
Email: dc1.procur-mha@gov.in

To
Dear Sir,

For and on behalf of the President of India, PM Division, Ministry of Home Affairs New Delhi invites **Global tenders Online Bids** (Technical and Financial) for the supply/installation/commissioning of DNA SEQUENCER MACHINE for Central Forensic Science Laboratory (CBI) NEW DELHI as per details in the schedule to tender.

2. The conditions of Contract, will be governed by DGS&D-68 (Revised), DGS&D 71, as contained in Pamphlet entitled "Conditions of Contract governing Contracts, placed by the Central Purchase Organization of the Government of India as amended up to date of issue of this tender enquiry and those contained in the Pamphlet No. DGS&D-230, 231 & 237 contained in DGS&D 229, containing the various instructions to tenderers quoting against the Tender Enquiry issued by the DGS&D read with the amendments issued up to date of issue of this tender enquiry. The conditions of Contract will also governed by General Financial Rules (GFR) - 2017 and Manual for Procurement of Goods- 2017 issued by Ministry of Finance. Complete Tender documents can be downloaded **FREE OF COST**. Any special conditions attached to this invitation to tender will also form part of the conditions. The details can be seen at website <https://eprocure.gov.in/eprocure/app>.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- a) The Manager of Publications, Civil Lines, Delhi
- b) The Superintendent, Government Printing & Stationery, Allahabad (UP)
- c) The Superintendent, Government Printing & Stationery, Mumbai
- d) The Superintendent, Government Press, Chennai
- e) The Superintendent, Government Printing & Stationery, Nagpur (Maharashtra)
- f) The Superintendent, Government Printing, Gulzargbag, Patna (Bihar)
- g) Government of India Book Depot, 8 Hastings Street, Kolkata
- h) Copies of GFR – 2017 and procurement manual can be downloaded from website of Ministry of finance.

4. If you are in a position to quote for supply in accordance with the requirements stated in the attached Schedule to Tender, all documents attached herewith should be duly filled in (wherever necessary), signed and scanned copy of the same should be uploaded while submitting online tenders.

5. This bid documents consists of various documents mentioned in Index.

Yours faithfully,

RJS

(Rajendra Singh)

Dy. Comdt. (Procurement)

For and on behalf of the President of India

Copy to: -

1	Indenter - Director Central Forensic Science Laboratory CBI CGO Complex, Lodi Road, New Delhi 110003	For information with reference to their letter No. 2-6/2016-CFSL (bio) 2896 dated 10.08.2016 and 08.08.2017. He is requested to check the particulars of the TE and point out error if any within 07 days otherwise nil report will be assumed.
2	Ministry of External Affairs, UOI New Delhi.	With requested to forward copy of tender notice to the Ambassador / High commissioner of Embassies of those countries who are likely suppliers of subject store.
3	The Section Officer (IT), IT Cell Website room no. 10, MHA, North Block, New Delhi-110001.	With requested to get it incorporated in the official website of the Ministry of Home Affairs. Encl(1)
4.	M/s Invitrogen Bio Services India Pvt Ltd, 372, Udyog Vihar, Phase-II, Gurgaon-122016 PH: 124-6722800	
5	M/s Genimics Biotech Inc Flat No 5, 1 st floor, 35 North Avenue Road, West Panjabi Bagh, N Delhi-110026	
6	M/s Mygene Life Solutions, LG-12, Westend Plaza Kapashera New Delhi- 110037	

Yours faithfully,

Rish

Rish

(Rajendra Singh)

Dy. Comdt. (Procurement)

For and on behalf of the President of India

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GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
PM DIVISION (PROCUREMENT WING)
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NEW DELHI – 110 011
TEL NO. 91-011-23387306 FAX NO. 91-011-23386764
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TENDER NOTICE

Online Bids are invited for and on behalf of the President of India, through two bid system (Technical and Financial) for supply/installation/commissioning of **DNA SEQUENCER MACHINE** for **CFSL CBI** as per details given below:-

Tender Document will be available on http://eprocure.gov.in/eprocure/app and www.mha.gov.in	From: 30.11.2017 at 4.00 PM
Doubts and queries regarding tender document should be Email: dc1.procur-mha@gov.in by tenderers	From: 30.11.2017 at 4.35 PM to 08.12.2017 at 09.00 AM
Pre-bid conference will be held at Jaiselmer House, 26 Mansingh Road, N Delhi-110011	On: 13.12.2017 at 11.00 AM
Bid submission start date	On: 18.12.2017 at 11.30 AM
Tenders, in two parts, should be submitted online	By: 30.01.2018 by 03.00 PM
Part-A (Techno-commercial) of the tenders will be opened	On: 31.01.2018 at 03.30 PM
Offer validity of tender	Up to: 31.07.2018

Item No.	Description of Store and Quantity	Name of Consignee	Cost of Tender sets	Terms of delivery	Earnest Money to be deposited
1.	DNA SEQUENCER MACHINE Quantity: one MACHINE	Director CFSL CBI New Delhi	--NIL--	FOR Destination i.e. Free delivery to consignee's premises	Rs. 3,00,000/-

Note: Above Notice/Tender documents are available on official website of Ministry of Home Affairs: <http://mha.nic.in>. & Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>.

Yours faithfully,

Reis

(Rajendra Singh)

Dy. Comdt. (Procurement)

For and on behalf of the President of India

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ANNEXURE 1
SCHEDULE TO TENDER

1.	Description of the stores	:	DNA SEQUENCER MACHINE (Technical specification attached at Appendix-2)
2.	Quantity of store	:	01(One) UNIT.
3.	Date of Issue / Publishing	:	30.11.2017 04:00 PM
4.	Document Download start Date	:	30.11.2017 04:35 PM
5.	Document Download/ Sale End Date	:	30.01.2018 03:00 PM
6.	Clarification Start Date	:	01.12.2017 11:00 AM
7.	Clarification End Date	:	08.12.2017 09:00 AM
8.	Last Date and Time for uploading of Bids by	:	30.01.2018 03:00 PM
9.	Date and Time of opening of Bids on	:	31..01.2018 03:30PM
10.	Date and time of pre bid meeting	:	13.12.2017 11:00 AM
11.	Bid submission start date	:	18.12.2017 11.30 AM
12.	Mode of depositing the bids	:	Online through Central Public Procurement Portal. www.eprocure.gov.in/ eprocure/app
13.	Place for depositing tender samples(wherever so applicable)	:	Not Applicable.
14.	Tender Cost	:	Free of cost.
15.	EMD	:	Rs. 3,00,000/- as per instruction under Clause 11 at Annexure-II of Tender. (EMD remain valid for a period of 45 days beyond the period of offer validity).
16.	Validity of offer	:	31.07.2018 (180 days from the date of opening of Tender).
17.	Price format	:	As per price schedule at appendix 10
18.	(a) Inspecting Authority	:	The Director, Central Forensic Science Laboratory, CBI, New Delhi.
	(b) Inspecting Officer	:	Director or Authorized Representative of Inspecting authority
	(c) Inspection methodology	:	Will be carried out as per instruction under Clause 5 of Annexure IV.
19.	Pre Dispatch Inspection	:	Stores shall be despatched along with Manufactures works test certificate confirming to specification.
20.	Delivery Period	:	(i) For Foreign Suppliers: 60 Days from the date of opening of LC.
			(ii) For Indigenous Suppliers: 60 days from the date of issue of Award of Tender/Supply order.
21.	Terms of Delivery/Inco terms	:	FOR destination/Free delivery at consignee's location.
22.	Period of Guarantee / Warranty	:	01 years from the date of successful installation/commissioning of equipment and training to the entire satisfaction of Consignee.
23.	After sale service support/AMC	:	<ul style="list-style-type: none"> 7 working days free of cost operational training at consignee's place for two scientists. Two days additional training for two scientist in case of up gradation of Hardware and Software if any.

		<ul style="list-style-type: none">• Quote rates for Annual Maintenance Cost (AMC) without accessories, spare parts and consumables separately for five years after the warranty period on year to year payment basis enabling en-user to enter into AMC if so desired by them.• The Rates quoted for AMC will have impact on the status of L-1 firm.
24.	This tender set is not transferrable.	
25.	Purchaser	THE PRESIDENT OF INDIA (Through Ministry of Home Affairs).

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ANNEXURE II

INSTRUCTION TO THE TENDERER

For and on behalf of the President of India, PM Division (Procurement), Ministry of Home Affairs, India Invites tender from eligible and qualified bidders for supply, installation and commissioning of **DNA SEQUENCER MACHINE** as specified in **Appendix-2** of TE. All offers should be in prescribed format written in Hindi or English. All correspondence should be made only with tender inviting authority. The important points are as under:-

- i. **Submission of Proposal/Bid:** Tenderer shall submit their proposal/bid on Central Procurement Portal only i.e. www.eprocure.gov.in. Proposal submitted through any other means will not be considered. Tenderer are advised to follow the instructions provided in the “**Instructions to the contractors/tenderer/bidders for the e-submission of bids online through the Central Public Procurement Portal for e procurement at <https://eprocure.gov.in/eprocure/app1>”**”.
- ii. **Tender Fee & Availability of Tender Documents:** Tender documents is **free of cost** and complete tender document shall be placed on the Central Procurement Portal www.eprocure.gov.in and department website of <http://mha.gov.in>
- iii. **Pre bid meeting/clarifications (PBM):** A pre bid meeting will be conducted as per details mentioned in the NIT to clarify doubts of potential bidders in respect of the procurement. Prospective bidders/firms can attend the pre bid meeting on due date and time. Pre bid query if any can be Email within stipulated time clearly specifying clause, existing provision, enquiry in respect of existing clause at email address: dc1.procur-mha@gov.in **Bid should be submitted only after the PBM** so as to take care of the changes made in bidding document. The changes made to the bidding document subsequent to the PBM shall be treated as amended to the bidding document and the same also be hosted on cpp portal and mha website.
- iv. **Submission of EMD:**
Hard copy of original EMD instrument should be deposited **offline** directly to **Office of Dy. Director General (Proc), Procurement Wing, PM Division, MHA, Jaisalmer House, 26 Man Singh Road, New Delhi- 110011** on or before **30.01.2018** at **1500 hours** and scanned copy of the same should be uploaded along with other tender documents failing which their offer will be summarily rejected.
- v. **Changes in the bidding document:** At any time, prior to the deadline for submission of bids, department may for any reason, whether on its own initiative or as a result of a request for clarification by the bidder, modify the bidding documents by issuing an addendum. Copy of such addendums will be available for download at cpp portal without any additional cost. **Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it as the case may be within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by the Department**
- vi. **Who can Bid:**
Quotations are invited from the following entities:-
 - (1) Original Equipment Manufacturer (OEM) – Indian or Foreign Principal or
 - (2) Authorised Agent of Indian OEMs or Foreign Principals (OEM)

vii. **Guidelines for submission of bid:**

1. **OEMs** are advised to quote against the tender directly. In case they do not have sufficient marketing arrangements of their own for said items they may appoint an authorized Agent to participate against the tender. Authorization certificate from the manufacturer should be enclosed with the Technical Bid **as per format at Appendix- 15 of tender enquiry.**
2. Offer from **OEM** or their authorised Agents will only be considered without any Intermediary Agency/Firm between OEM and Agent. Offer received from intermediary firm will be summarily rejected.
3. In case offers are received both from manufacturers as well as from their authorised Agent, Offers from Manufacturers only shall be considered and offers from their Agents shall be summarily **rejected.**
4. **One agent can not represent two different OEMs or quote on their behalf for the same item in one tender**
5. 100% subsidiary firm of foreign company in India cannot bid through another Indian Agent.

Viii. **Guidelines for imported stores:**

1. The tenderer should clearly indicate the break-up of prices viz. Net basic price, insurance, freight supported by manufacturer's/supplier's Performa invoice and clearing/handling charges at the Indian Port, and charges for dispatch up to destination.
2. The commission payable to the Indian Agent, if any, in rupees in terms of agreement (enclosing copy of the same). The agency commission payable to the Indian Agent in terms of agreement with their Principal/Manufacturers should be indicated in rupees as a separate item which would not be subject to variation on account of variation in exchange rate.
3. Foreign OEMs quoting directly against the enquiry and who have Indian Agents/Associate and/or servicing facilities in India should indicate in their offer the name of their Indian Agent or the representative they have for servicing in India.
4. Besides the above, the following particulars should also be furnished by the tenderers, the Indian Agents/associate and or the foreign OEM:
 - (i) The precise relationship between the foreign Manufacturer/ and their authorised Agents;
 - (ii) The mutual interest which the manufacturer/Principal and the authorised Agents have in the business of each other;
 - (iii) Any payment which the authorised Agent receives in India or abroad from the manufacturer/ principal whether as a commission for the contract or as general retainer fee;
 - (iv) Authorised Agent's Income-Tax Permanent Account Number (PAN);
 - (v) All services to be rendered by the authorised Agent whether of general nature or in relation to the particular contract.

5. **Offers in respect of partly imported stores and partly indigenous stores:**

In case it is proposed to supply the stores partly imported and partly manufactured in this country, tenderers are requested to indicate clearly in their tender full details of the components which are proposed to be manufactured in India and the components, which are proposed to be imported and their price as per Price Bid format.

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2. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE documents. The tenders which do not meet the basic requirements, will be treated as non-responsive and will be summarily ignored. A Tender shall be declared non-responsive and will be summarily ignored on the following grounds:-

- i) Tender is unsigned or not signed by the authorized person.
- ii) Tender validity is shorter than required period.
- iii) Required EMD (amount, validity etc.)/exemption documents have not been provided before tender opening.
- iv) Bidder has quoted for goods manufactured by other manufacturer (s) without manufacturer(s) Authorization. Bidders (Principal/Manufacturer) cannot submit more than one bid/offer through more than one sole Agent. 100% subsidiary firm of foreign company in India cannot bid through another Indian Agent. The relation between principal / OEM and Agent or Indian Subsidiary should be clear and unambiguous and contractually established.
- v) Bidder has not agreed to give the required performance security.
- vi) Goods offered are not meeting the tender enquiry specification.
- vii) Bidder has not agreed to other essential condition(s) especially incorporated in the tender enquiry like terms of payments, liquidated damages clause, warranty clause.
- viii) Poor/unsatisfactory past performance.
- ix) Bidders who stand de-registered by DGS&D /banned/blacklisted by any government authority.
- x) Bidder has not quoted for entire quantity as specified in the list of requirements in the quoted Annexure.
- xi) Bidders have not signed Integrity Pact as Appendix 9 of TE.

3. **Qualification criteria (Tenderer to submit supporting documents to establish the following criteria)**

- i) Tenderers should have supplied and installed successfully at least **1 or 2** such equipment in the last **5 years** before the date of opening of tender and functioning satisfactorily, without adverse report. Report from the institution to whom it has been supplied about satisfactory performance must be enclosed with technical bid.
- ii) The tenderer should have a minimum turnover of **Rs. 2 Crore** in each of the three financial years prior to tender opening date to meet the obligation under contract. They should submit Balance Sheet for last **03 years** and bank's report for their credit worthiness.
- iii) In addition to (i) & (ii) above, foreign firms quoting directly against the Tender enquiry should have servicing facilities in India and should indicate in their offer the details of such servicing facilities along with technical bid along with legal relationship documents.

4. **Price, and Evaluation Criteria:**

4.01 **PRICE:** The prices quoted should be on firm and fixed basis and shall include all elements of prices. The bidders / tenders will not be allowed to make any variations in the price bid or any amendments to commercial offers already uploaded online during the currency of tender and after the date of opening of the tender. Price be quoted by **foreign firms in Indian Rupees (INR), US Dollar, Euro or yen. Indian firm and Indian Agent of foreign principal to quote in INR only.** In case, price is quoted in foreign currency, selling exchange rate on the date of opening of price bid will be considered to calculate the equivalent amount in Rupees for the purpose of evaluation of commercial bid only. However, price ex-works and break up of different elements of price i.e basic cost and other charges should be quoted in price bid. **Bidders supplying indigenous goods shall quote only in Indian Rupees.** For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, or Pound Sterling or Yen. FOB price and Agency commission payable to the Indian Agent

commission payable to the Indian Agent should be indicated in columns provided in the price bid format for payment purpose in freely convertible currency as mentioned above. Agency Commission will be paid by the buyer to the Indian Agent in Indian Rupees. Exchange rate of Agency commission will be taken as on date of acceptance of tender. Agency commission payable to the Indian Agent should be on FOB price and should not carry any tax or levies. As regards price(s) for allied services/equipment, if any required with the main stores, the same shall be quoted in Indian Rupees only if such services are to be performed / installed in India. Tenders where prices are quoted in any other way shall be treated as non-responsive and rejected. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable currencies in the attached format for price bid. **If firm quotes "NIL charges/consideration", the bid shall be treated as "Unresponsive" and will not be considered under Rule 173 (h) of GFR-2017.**

4.02

EVALUATION CRITERIA: The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender documents and are acceptable both technically and commercially (called substantially responsive bid).
- b. The technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the Tender enquiry. The compliance of Technical Bids would be determined on the basis of the parameters specified in the tender document. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- c. The Lowest Price (L-1) for both foreign and indigenous Bidders will be decided upon the lowest price quoted by the particular Bidder as on the date of opening of price bid as per the **Price Format at Appendix- 10** and as explained below:-
 - (i) **The Lowest price (L-1) will be decided on the basis of price quoted by the particular bidder inclusive of all applicable levies/duties/taxes/agency commission etc. for delivery of stores at destination.**
 - (ii) **Bidder shall quote rates of 5 years Annual Maintenance Contract (AMC) in price bid. Rates quoted by the bidder for 05 years AMC will have impact on the status of L-1 firm.**
- d. **Currency of bidding:** The foreign bidders are allowed to quote price in RBI's notified basket of foreign currencies- US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees- except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. **Indian Bidder are to quote in INR only.** Indian agents of foreign suppliers are to receive their agency commission in Indian currency. Cost of imported goods, which are directly imported against the contract, may be quoted in foreign currency and paid accordingly in that currency; and portion of the allied work and services, which are to be undertaken in India (like installation and commissioning of equipment) are to be quoted and paid in Indian currency.
- e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of price bids (for foreign bidders) and Agency commission in Indian Rupees at TT buying rate as on date of acceptance of tender.
- f. **Agency commission:** if applicable shall be payable in Indian Rupees at TT buying rate as on the date of placement of order (Acceptance of Tender). Bidders will submit agency

agreement and original proforma invoice of principal indicating Agency commission, along with a certificate that no other payment is payable in foreign currency, besides what is declared. Exchange rate of Agency commission will be taken as on date of acceptance of tender. Agency commission payable to the Indian Agent should be on FOB price and should not carry any tax or levies.

- g. The bidders are required to spell out the rates of customs duty, excise duty, vat, service tax/GST etc. in unambiguous terms. Otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of custom duty/excise duty/vat GST is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of custom duty/excise duty/vat duty up to any value of supplies from them, they should clearly state that no duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of custom duty/excise duty/vat it should be brought out clearly. Stipulations like excise duty/customs duty vat and GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted. Price Format is available at Appendix- 10 of GTE.
- h. **DUTIES AND TAXES:**
- (i) The tenderer shall pay all non-Indian taxes, duties, and levies, lawfully assessed against the Purchaser or the tenderer in pursuance of the contract.
 - (ii) All the duties and taxes paid by the Supplier in India will be reimbursed as per actual. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties, will be entertained.
 - (iii) The tenderer should indicate tentative duties and taxes in the proforma as applicable on the date of opening of technical bids. However, reimbursement towards duties and taxes shall be made as per actuals and statutory variations in taxes and duties shall be allowed during the original delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra if they increase. However, the variations shall not apply to any duties or taxes on the raw material.
 - (iv) The Purchaser will not be liable to any claim on account of fresh imposition and / or increase of statutory duties or taxes on the raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
 - (v) If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate regarding the deductions so made will be issued by the Purchaser.
 - (vi) If the Purchaser finds the duties and taxes are mentioned incorrectly, the Purchaser reserves the right to change it to the values considered appropriate and the price quoted by the tenderer shall be adjusted accordingly. If the Purchaser feels that the duties were mentioned incorrectly to gain unfair advantage the tender shall be liable to be rejected.
- i. 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 will prevail and the total price will be corrected. If there is

a discrepancy between words and figures, the amount in words will prevail for calculation of price.

- j. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and reasonableness of price as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.
 - k. Purchaser also reserve right to give purchase / price preference to small scale Industries of India under MSME Act 2006.
 - l. Tender document is non-transferable.
5. Complete tender documents along with supporting documents as called for in the tender conditions, should be duly filled (wherever necessary) and signed in and are SACROSANCT and scanned copy of the same should be uploaded in the online mode for considering any offer as complete offer. All the tenderers are expected to go through every detail of the tender, provide all requisite details and documents/certificate, and tender documents duly complete in all respect and digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
6. The conditions of contract, which will govern any contract made or entered into as a result of this tender process shall be as per the following guidelines–
- i) Pamphlet No. DGS&D-68 (Revised), and DGS&D 71 titled “Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India” as amended up to date of issue of tender.
 - ii) Pamphlet No. DGS&D 230, 231 & 237 contained in DGS&D-229.
 - iii) Any General and special conditions attached to this invitation to tender will also form part of the conditions.

7. **Amendments:**

The following amendments may be carried out in the Pamphlet mentioned above:-

- 7.1 The definition of “Government” provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under: -

“Government” means the “**Central Government**”.

- 7.2 The definition of **Secretary** clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under: -

“**Secretary**” means Secretary of Government of India, Ministry of Home Affairs, New Delhi for the time being in the administrative charge of the subject matter of contract and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 7.3 Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word “Director General of Supplies & Disposals or heads of his concerned regional offices” may be replaced by Secretary of Government of

India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

7.4 Clause 24 i.e. Arbitration: -

In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute Secretary of Union of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

7.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified.

7.6 Following amendments may be carried out in the Pamphlet NO DGS&D-229 containing various instructions to tenders:-

Form No.DGS&D-230.

Reference to DGS&D wherever appearing in clause No.14, 33, 34, 35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as Secretary to Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

Note – these amendments are being carried out to substitute DGS&D with the designated purchasing authority under the Ministry of Home Affairs as any contract here in after shall be between the supplier (to be known as seller) and the respective purchasing authority under the Ministry of Home Affairs (to be known as purchaser). However, the conditions which govern contracts as prescribed in various DGS&D forms and pamphlets shall also apply to contracts entered into between the seller and purchaser within the preview of this tender process.

8 Firms registered with NSIC may be required to undergo re-verification of their manufacturing capacity through Inspecting Agencies before considering placement of contract. In case of denial by the firm for re-verification, the firm will be disqualified for this tender.

9 Ministry of Home Affairs reserves the right at the time of award of contract to increase or decrease the quantity of goods originally specified in the tender documents without any change in unit price or other terms and conditions. This tender document and all terms and conditions, purchase order terms/special terms if mutually agreed will be form parts of total contract.

10 Ministry of Home Affairs reserves the right to increase or decrease the quantity at any stage.

11 **EARNEST MONEY (EM)**

(a) Bidder who is not registered with **NSIC or DGS&D or start-ups** as recognised by Department of Industrial Policy & Promotion (DIPP) for the subject stores and specifications for which the offers are being invited, are required to deposit **EARNEST MONEY** Rs. **3,00,000/-** (Rupees three lakh) or equivalent amount only failing which their offer will be summarily rejected.

(b) For claiming exemption from depositing earnest money, tenderer should be registered with **DGS&D/NSIC or recognised by DIPP as startups** for the subject stores for which the offers have been invited. Firms not registered for stores and specifications indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified **Earnest Money**.

(c) EMD should remain valid for a period of **45 days beyond the period of offer validity** and can be deposited in **any one** of the following alternate forms:-

- (i) A **Fixed Deposit Receipt (FDR)** in favour of **DDO (Cash), MHA New Delhi** from any of the schedule commercial banks.
- OR**
- (ii) An irrevocable **Bank Guarantee (BG)** in the name of **JS (PM) MHA, Jaisalmer House, 26 Mansingh Road, New Delhi -11** of any schedule commercial banks as per format at **Appendix-7** of GTE.
- (iii) EMD in the form of Bank Guarantee of Foreign bidders should be issued or confirmed by any schedule commercial bank in India.
- (iv) Original EMD documents should be sent/deposited directly to **Procurement Wing, PM Division, MHA, Jaisalmer House, 26 Man Singh Road, New Delhi – 110011** on or before **30.01.2018 at 1500 hours** and scanned copy of the same should be uploaded along with other tender documents failing which their offer will be summarily rejected.
- (d) **Earnest Money will remain deposited with the purchaser for the prescribed period.** If the validity of the tender is extended, the validity of **EM** document submitted by the tenderer shall also be suitably extended by the tenderer at par with validity of offer, failing which his tender, after the expiry of the aforesaid period shall not be considered by the Purchaser.
- (e) No interest shall be payable by the purchaser on the **EM** deposited by tenderer.
- (f) The **EM** deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or arrogates from the tender in any respect within the period of validity of the tender.
- (g) If the successful tenderer fails to furnish the performance security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
- (h) **EMD** of the unsuccessful tenderers shall be returned after decision of tenders.
- (i) **Any tender received from firm which is not registered with DGS&D or NSIC for the tendered stores as on date of opening of tender, and is not accompanied with required Earnest Money in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing Earnest Money.**
- (j) Public Sector Undertaking/State undertaking or Central/State owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/NSIC.

12 SYSTEM OF BIDDING: SINGLE STAGE IN TWO BID SYSTEM

Bidders will submit their techno-commercial bids and price bids online on the cpp portal. The website also has user manuals with detailed guideline on enrolment and participation in the online bidding process. No conditional bid shall be allowed/accepted. All pages of tender should be number and index. Bidders will have to upload scanned copies of various documents required for eligibility and all other documents as specified in GTE, techno-commercial bid in cover-I, and price bid in cover-II . **PRICE BID for "DNA SEQUENCER MACHINE" and AMC should be scanned and uploaded online only.**

TECHNICAL BID (first cover) should comprise **scanned copy** of the following:

- i) **All Appendix- 1 to 15** along with supporting documents as called for in the tender conditions duly filled wherever necessary. All these appendices should be signed by authorised person to do so with authority letter.
- ii) Earnest Money in the prescribed format only. (**ORIGINAL EMD INSTRUMENT BE SENT OFFLINE**)

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- iii) Copy of DGS&D/NSIC registration certificate wherever applicable duly countersigned and authenticated.
- iv) Copy of PAN Number, GST/ Income tax registration, service tax registration, excise registration or any other mandatory registration
- v) True Copies of registration as Proprietorship, Partnership, Private or Public Limited Holdings (wherever applicable)
- vi) Warranty / guarantee confirmation certificate.
- vii) Details of bankers along with bank account, IFSC code and other details required for electronic transfers of payment
- viii) Past performance details along with copies of orders / contracts awarded to the bidder
- ix) OEM certificates/authorization and enlistment certificates (wherever applicable)
- x) Export / import license (wherever applicable)
- xi) Technical detail/ leaflets/ brochure / compliance statement on specifications of subject stores to confirm on the qualitative requirements. The tenderers will be required to specifically mention the availability of detail literature on each specification / QRs in the brochure or technical literature provided by the suppliers. Clause wise technical compliance shall be submitted with comment on deviations, if any.
- xii) Test certificate of the equipment from the Chamber of commerce of country / manufacture. (if any)
- xiii) Any other relevant document / certificate which is required to be submitted by the firm in line with the requirement of the subject tender enquiry.

COMMERCIAL/PRICE BID (second cover):

Price should be quoted in second over online only in prescribed format as per Appendix-10(Excel sheet as well as PDF format). Price bid in PDF format should only be uploaded in 2nd cover. If bidder uploads price bid in PDF format along with technical bids/literature, the same will be rejected. The quoted rates must be valid for a period of 180 days from the date of opening of tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the EMD shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, condition etc. of their original tender.

13 METHODOLOGY FOR OPENING OF THE TENDERS –

- i) Only the technical bid shall be opened online on the date of tender opening. Price bids of only those firms will be considered for opening whose offer would meet all tender requirements and TE specifications and has passed in all tender conditions and technical/ physical (including field trial) evaluation if required.
- ii) After opening of price bids, ranking statement will be prepared and the finalization of successful bidder will be done on L-1 (the lowest price) basis (For foreign currency) it will be with reference to exchange rate prevailed as on the date of opening of tender enquiry.

- 14 Any change in Address/ Telephone/ Fax/ e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

- 15 **Clarification regarding contents of the bids** – During the course of evaluation process, the purchasing authority, shall at its discretion, ask the bidder for clarifications or confirmation on various aspects with reference to shortcomings or deficiencies so noticed in their bids. The request for such clarification or confirmations shall be given in writing to which the bidder will be required to send in their response within the time frame so prescribed in such written communications. The clarifications / confirmations shall be called only in respect of general conditions or requirements of the tender enquiry documents and not on any aspect pertaining to specifications or prices or other essential requirements of tender schedule.
- 16 **No post bid clarification or alteration or modification on the initiative of the bidder will be entertained.**
- 17 **Integrity pact / Rejection of bids** – If the bidders does not agree with the terms and conditions of Integrity pact placed at Appendix 9 of TE, their offer will be summarily rejected. Contract with successful bidders will also be cancelled if they does not fulfil the terms and conditions of the Integrity pact during the currency of the contract or till contractual obligation period and their Earnest Money Deposit and Performance Security Deposit will be forfeited. Canvassing by the bidder in any form, unsolicited letter and post tender corrections would invoke summary rejection with forfeiture of EMD and PSD.
- 18 **Modifications and withdrawal of bids** – A bidder may modify or withdraw his bid online after submission but prior to final date of submission of tenders/date of opening of tenders. In case a supplier modifies or amends a bid already submitted online, the latest version of the bid will be accepted.
- 19 **Legal constitution of firm :-** Any individual signing the tender (or holding digital signature certificate) shall specify whether signatory is signing as
- i) Sole proprietor;
 - ii) Partner of the firm
 - iii) Director/Secretary of company or authorised by board of Directors.
- 20 **Payment authority for Indigenous and Foreign Sellers –**
The payment authority will be the Pay Account Officers, DCPW, CGO Complex, Lodhi Road, New Delhi-110003.
- 21 **Compliance statement for specifications / QRs –**
- i) The technical details of the models offered along with the supporting original technical Literature, leaflets, brochures etc. will be submitted. The confirmation of the models(s) offered with the T/E specification and the deviation(s), if any will be clearly mentioned in the technical bids.
 - ii) The attention of tenderers is invited to clause 1(A) of form DGS&D 231 "Instructions to Tenderers" whereby they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any. **The firms are advised to submit the compliance statement in the format given at Appendix 4 along with technical bid failing which their offer will be treated as incomplete and are liable to be ignored.**

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22 **Tenderers will be fully responsible for supply, proper installation, commissioning, training and making the equipment functional before final settlement of the account.**

23 The tenderer will also provide complete technical/ operating and service manual of the equipment.

24 The decision of the purchaser shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be of standard specifications and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected items must be removed by the tenderers from the consignee's premises within 15 days from the date of the information about rejection. **The Director, CFSL, CBI, New Delhi** will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

25 **INSTRUCTIONS FOR ONLINE BID SUBMISSION:** Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions.

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC ,SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii) After downloading / getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

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- ix) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as asked; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv) Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under **My Space option** and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. **The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.**
- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- xix) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- xxii) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) Any queries relating to NIT document and the terms and conditions contained therein should be addressed to the DDG (Proc) Jaisalmer house, 26-Man Singh road, New Delhi-11 or **Email: dc1.procur-mha@gov.in** (tele No. 91-011-23387306 fax no. 91-011-23386764)
- xxxi) For any queries relating to operation of the Central Public Procurement Portel (Cpp portel) bidders are asked to contact over phone: 24x7 Help Desk Number 120-4200462, 0120-4001002 or email : support-eproc@nic.in

RWS

GENERAL CONDITIONS OF TENDER ENQUIRY

1. **Packing:** The supplier will ensure that the stores are securely packed to avoid damage in transit by sea/air/rail/road occasioned by any defect in packing and shipping documents should also show the name of the ultimate consignee. The supplier shall insert in each case packing list fully item-wise to show the case number, contents, gross and net weight and cubic measurement and dimensions. Four copies of each packing list shall be supplied to the Forwarding Agent.
2. **Marking:** Marking will be made as per clause No 12 of DGS&D (Revised). Each case shall have shipping marks stenciled on two opposite side and on the top. In addition, the gross weight/net weight and cubic measurements should also be indicated on the packages. The marks shall also be shown on invoices, packing lists and on rail/road Bills of lading or mailing certificates exactly as they appear on the cases.
3. **Levies:** The quoted price should be strictly as per BOQ format clearly indicating quantum of levies/duties and taxes with agency commission if any and no claim for the same at later stage will be entertained.
4. **Insurance:** Price offered by the bidder will be inclusive of all insurance charges payable till delivery of stores at consignee location, its installation and commissioning of the store.
5. **Risk Purchase:** In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.
6. **Liquidated Damages (LD):** In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 14.7 of DGS&D 68(Revised) of Ministry of Commerce, Deptt of Commerce of the General condition of the contract for imposition of LD charges.
7. **Defective store:** In case of any defects in supply or manufacturing or workmanship, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at the cost of supplier. The purchase proceed to take remedial action as may be necessary at the supplier's risk and expense and without any prejudice to any other right which the purchase may have under the contract.
8. **Performance Security:** In terms of clause 7 of condition of contract DGS&D-68 (revised) successful tenderer will have to submit performance bond @ 10% of order value within **30 days** of issue of contract for due performance of the contract valid beyond 60 days of warrantee/Guarantee period in shape of the Bank Guarantee in the required proforma. The performance guarantee will come into force after the installation. Firm, on their own will have to direct their bankers to extend the performance bond to be valid till warranty/guarantee period. Where the performance bank guarantee is obtained by a foreign bank, it shall be got confirmed by a scheduled Indian Bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts of the place of issue of Acceptance of Tender (A/T). The Performance Security Depository furnished by the successful bidder(s) will be forfeited if they does not perform with respect to terms and condition of the contract and also with respect to terms and condition in the Integrity pact (Appendix-9 of this TE). Successful tenderer **will also have to submit Separate performance**

bond @ 2½% of order value for AMC contract as the case may if ordered by enduser in later stage.

9. **Performance Statement:** Tenderers should submit their performance statement in the enclosed proforma at **Appendix-6** of Tender Enquiry. The decision on the assessment of the past performance of the tenderer by the purchaser is final. Foreign suppliers should also submit certificate / report from the chamber of commerce of country of origin of the manufacturers indicating the technical, production and financial capability etc. of the manufacturer. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

10. **ARBITRATION:**

- a) In the event of any question, dispute or difference arising under these conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitrator to be appointed by the Secretary, MHA, UOI, New Delhi. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- b) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, on his award being set aside by the court for any reason, shall be lawful for the Secretary, MHA, UOI, New Delhi. to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- c) It is further a term of this contract that no person other than the person appointed by the Secretary, MHA, UOI, New Delhi. as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- d) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- e) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- f) Arbitration shall be held in New Delhi, India or such other place as the Home Secretary at his discretion may determine and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. In this clause, the expression 'Home Secretary' includes if there be no Secretary or if Secretary is on leave or is absent from duty or is not available for any reason whatsoever, the officer who is looking after the current duties of Secretary whether in addition to other function or otherwise.
- g) In case tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through court in New Delhi, India. Jurisdiction of the court as a result of this tender invitation will be the place from which the contract is issued i.e New Delhi.

11. **PENALTY FOR USE OF UNDUE INFLUENCE**

The Seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or for bearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, as defined in

Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

12. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights. The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. TRANSFER AND SUB-LETTING

The tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

14. Purchaser reserves the right to change the number of the consignees and change the quantity of stores allotted to them.

15. Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

16. Purchaser reserves the right to cancel/reject or Scrap any or all the tenders without assigning any reason.

17. FORCE MAJEURE CLAUSE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within **21 days** from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable

materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

18. TERMINATION OF CONTRACT

The Purchaser shall have the right to terminate this Contract without any notice in part or in whole in any of the following cases:

- a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of **Force Majeure** by more than 15 days.
- d) In case Performance Security is not furnished within 30 days from the date of issuing of A.T.

19. GOVERNMENT REGULATIONS

It shall also be confirmed that, there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Suppliers/Contractors shall provide a certificate to this effect.

20. FRANKING CLAUSE– The following Franking clause will form part of the contract placed on successful Bidder –

- a. Franking Clause in the case of **Acceptance** of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.
- b. Franking Clause in the case of **Rejection** of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

21. The Bidder is required to give confirmation of their acceptance of following clauses which will automatically be considered as part of the Contract concluded with the successful Bidder. Failure to do so may result in rejection of Bid submitted by the Bidder:-

- (i) **Option / Tolerance Clause:** N/A.
- (ii) **Repeat order clause:** N/A

Revised

SPECIAL CONDITIONS OF THE TENDER ENQUIRY

1. **Delivery Period and terms of Delivery –**
 - a. **The Delivery Period for the stores – 60 days.**

Delivery period for supply of items would be 60 days from the date of contract for Indigenous seller and 60 days from the date of opening of irrevocable clean Letter of Credit (LC) for Foreign suppliers. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.
 - b. **Terms of Delivery – FOR destination/Free delivery at consignee place at CFSL CBI New Delhi.**
2. **Extension of Time for Delivery:** - As soon as it is apparent that delivery period stipulated in this contract cannot be adhered to and tenderer must forthwith send an application to Procurement Wing, MHA requesting for extension of delivery date with a copy thereof endorsed Indenter. This implies no commitment and is without prejudice to the purchaser's right. This is also without prejudice to the time being essence of the contract.
3. **Training after installation and commissioning –** The seller has to provide free of cost system installation and operational training for **seven working days** to at least two Scientists at the time of installation as required by the Scientists **at consignee location**. This will also include two sets of operational manual.
4. **Pre Despatch Inspection (PDI):** There shall be no PDI in the subject tender process but bidder should ensure that stores are despatched along with Manufactures works test certificate conforming to specification.
5. **Inspection Methodology:** Joint Receipt Inspection of the stores shall be carried out by an inspecting authority / board so detailed by the **Director CFSL CBI Block No. 4, CGO Complex, Lodi Road, New Delhi 110003**. The Indenter will also indicate the tentative date, time and place for such inspection.

JRI will consist of:-

 - (a) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract as per the invoices.
 - (b) Complete functional checking of the store as per specifications in the and as per procedure and tests laid down by **Director, CFSL CBI, Block No. 4, CGO Complex, Lodhi Road, New Delhi**.
 - (c) If the tendered store is rejected during JRI as not confirming to Specifications, the same will be replaced if asked for.

Alternatively at purchaser's option, money will be refunded in foreign currency (for foreign vendors) positively within 30 days of issue of notice of such rejection. The consignee's right of rejection in this regard will be final and absolute.

6. PAYMENT TERMS:-

(i) **FOR IMPORTED GOODS:**

To Foreign seller: 80% net value of stores for delivery at destination will be paid on receipt of item in good and acceptable condition by the consignee at destination and on submission of performance guarantee for 10% of total contract value valid till warranty period and balance 20% payment shall be paid on successful installation, commissioning, training and final acceptance of the goods by the consignee.

To Indian Agent: 100 % payment of agency commission, if any, as quoted in price bid, shall be paid in Indian Rupees after successful installation, commissioning, training and final acceptance of the goods by the consignee in terms of contract.

(ii) **FOR DOMESTIC GOODS:**

To Indigenous seller: 80% net value of stores for delivery at destination will be paid on receipt of item in good and acceptable condition by the consignee at destination and on production of required documents (as mentioned in tender documents) and submission of performance guarantee for 10% of total contract value valid till warranty period and balance 20% payment shall be paid on successful installation, commissioning, training and final acceptance of the goods by the consignee.

(B). MODE OF PAYMENT

i. **Foreign seller** - The payment to the foreign supplier / contractor will be made through irrevocable Letter of Credit (LC) opened through State Bank of India. In case supplier desires Letter of Credit(LC) to be confirmed by designated foreign bank, such confirmation charges will be payable by him. The payment to foreign supplier will be made as per the payment terms at 6(i) above and on submission of the following documents by the seller to the paying authority along with the bill –

- (a) Supplier's original invoice giving full details of the goods including quantity, value and so on;
- (b) Two copies of packing list identifying contents of each package.
- (c) Certificate of country of origin of goods to be given by the seller or a recognised chamber of commerce or another agency designated by the local Govt. for this purpose;
- (a) Certificate of Conformity & Acceptance Test at PDI, if any
- (d) Manufacturer's test certificate and guarantee;
- (b) Certificate of Insurance; Dangerous Cargo certificate, if any.
- (e) Bill of lading/airway bill/rail receipt or any other dispatch document, issued by a Govt. agency or their authorised agency.
- (f) **Consignee Receipt Certificate as per Appendix-12 in original issued by the authorised representative of the consignee.**
- (g) Inspection certificate by the nominated inspection agency, is applicable as per the contract.
- (h) Any other document (s) as and if required in terms of the contract.

ii. **Indigenous Sellers** - For indigenous suppliers all payments will be released electronically to the account of the Indigenous firm who will be required to provide Banker details along with IFSC code and account number along with their bids to facilitate e-payments. Documents will include:

- (a) Suppliers' invoice indicating, inter alia description and specification of goods, quantity, unit price, total value;

- (b) Packing List
 - (c) Insurance certificate;
 - (d) Railway receipt/consignment note;
 - (e) Manufacture's guarantee certificate and in-house inspection certificate.
 - (f) Inspection certificate issued by purchaser's inspector and
 - (g) Certificate of Conformity & Acceptance Test at PDI, if any.
 - (h) Consignee Receipt Certificate as per Appendix-12 in original issued by the authorised representative of the consignee.**
 - (i) Any other document (s) as and if required in terms of the contract.
7. **Spare Parts, Accessories & consumables:** Item quoted should be complete in all respect; any additional accessories required for instrument to operate/function should be quoted as part of the instrument and should be supplied along with instrument. It should not be included in optional.
8. **Period of Guarantee / Warranty:** **01 years** from the date of successful installation/commissioning of equipment and training to the entire satisfaction of the Consignee. Performance Security Deposit will be returned to firm only after completion of warranty period and on certification from the user/consignee that there is no warranty claim against the firm.
9. **AMC:** Supplier shall undertake to enter into Annual Maintenance Contract (AMC) for 5 years after the warranty period without accessories, spares parts and consumable enabling end-user to enter into AMC. Bidder shall also quote rates for five years AMC after the warranty period on year to year payment basis enabling end-user to enter into AMC. The Rates quoted for AMC will have impact on the status of L-1 firm. Successful tenderer will also have to submit Separate performance bond @ 2½% of order value for AMC contract if ordered by enduser in later stage.

The following AMC clause will be form part of the contract placed on successful bidder:-

- a. The Seller would provide AMC for a period of **05 years**. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:
 - i) Preventive Maintenance Service: The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check-ups and minor adjustments/ tuning as may be required.
 - ii) Breakdown maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.
- b. Response time: The response time of the Seller should not exceed _____ hours from the time the breakdown intimation is provided by the
- c. Serviceability of ___% per year is to be ensured. This amounts to total maximum downtime of ___days per year. Also unserviceability should not exceed ___days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

- d. Maximum repair turnaround time for equipment/system would be ____ days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
 - e. Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
 - f. During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location.
 - g. Price charged by the maintenance contractor should not exceed the prevailing rates charged by him from other for similar service. While claiming payment, the contractor is also to give a certificate to this effect in his bill.
 - h. The Purchaser reserves its right to terminate the maintenance contract at any after giving due notice without assigning. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.
10. **Custom Duty:** If it is intended to ask for custom duty or any other charges extra the same must be specifically stated in price bid. In absence of such stipulation it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained. The contract is for supply, installation and commissioning, and trainings. Hence the supplier is fully responsible for and should make his own arrangements for import, transport, transit insurance till safe arrival of entire goods to the consignee's premises, clearance of goods through customs, etc. he shall do so in his own name and not in the name of the purchaser, the custom duty exemption certificate may be provided by the purchaser to the supplier (if applicable). The tenderer should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number.
- 10.1 However, if the goods have to be shipped from overseas, such shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.
11. Tenderers will be fully responsible for proper installation, testing and making the equipment functional before final settlement of account.

Reis

OFFER FORM (FORM 68-A)

Full name and address of the Tenderer in addition to post Box No., if any, should be quoted in all communications to this office

**Contractor's Telegraphic
Address / Telephone No. /
FAX No. & E-mail Address**

From:

TENDER NO. _____

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____, I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood all the instructions to tenderer in the Tender Enquiry and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages from page No..... to Page No.....have been added to and will form the part of this tender _____.

Yours faithfully

(SIGNATURE OF TENDERER)

ADDRESS _____

DATED _____

SIGNATURE OF WITNESS .

ADDRESS _____

DATED _____

Revs

Specification for DNA Sequencer required for CFSL (CBI), New Delhi.

Qty: 01 (one) Machine

1. Fully automated multi capillary Fluorescence based DNA Sequencer.
2. Number of capillaries not less than 24 capillaries operating in parallel. Capillaries should be optimized for its performance for medium to high throughput DNA sequencing and fragment analysis requirements.
3. Excitation source: Solid state long life laser utilizing a standard power supply.
4. To be provide with fully automated and integrated polymer block washing and injection system.
5. Dye detection: Cooled CCD detection technology and a spectrograph for colour separation. System must be able to detect and analyze 5 / 6 fluorescent dyes simultaneously for DNA fragment analysis.
6. Forensic specific validated software for data analysis with expert functionality. The data collection software should be pre configured with validated protocols for STR kits.
7. System should be able to perform fragment analysis as well as sequencing application and software for both applications should be provided with the system.
8. Real time analysis: system software should allow real time data quality evaluation.
9. Free of cost system installation and operator training performed by a vendor service engineer.
10. The vendor has to provide application support backup along with instruments to provide an effective application related trouble shooting and support. The vender should provide application training on the operation of the instrument.
11. User list for the forensic application of the instrument along with feedback if available should be provided with the offer.
12. All the relevant brochure and certifications should be provided for adherence of the submitted compliance sheet for the tender specification.
13. DNA Sequencer System should be provided with five years AMC without accessories, spare parts and consumables.
14. Warranty period of one year, which includes all the hardware and software parts of the machine, from the date of installation for DNA sequencer system should be provided by the vender.

Revis

BIDDER'S DETAILS

NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED

Sl. No.	Question	Answer
1.	Tender Enquiry No.	
2.	Whether the stores offered fully conform to the technical particulars and specification/drawings specified in the schedules to tender. If not whether the details of deviations have been mentioned in the proforma for the statement of deviations	
3.	Brand of the stores offered	
4.	Name and address of Manufacturer	
5.	Place of Manufacture	
6.	Please conform whether the store(s) will be supplied with packing and marking clause stipulated in the tender enquiry	
7.	Gross weight of the consignment and net weight of each item	
8.	Details of the Permanent Income Tax Account No. of foreign manufacturer and the Indian agent	
9.	Whether the latest Income Tax Clearance Certificate has been attached	
10.	What is the status of the manufacturing unit	
11.	Whether registered with DGS&D as suppliers along with the foreign manufacturer, if so the details of the registration may be furnished	
12.	Whether enlisted with the DGS&D under the compulsory enlistment scheme along with the foreign manufacturer, if so the details of the enlistment may please be furnished.	
13.	Name and full address of the Banker to the foreign manufacturer and the Indian agent.	

SIGNATURE OF THE TENDERER

.....Contd/-

14.	<p>Business name and the constitution of the firm/Indian agent:-</p> <p>Is the firm is registered under the (a) Indian Company Act (b) Indian Partnership Act (c) any other act. If not please give the full name(s) and address(es) of the owner(s)</p>	
15.	<p>Whether the tendering firm is/are</p> <p>a) Manufacturer b) Manufacturer's authorized agent c) Holders in stock of the stores tendered for</p> <p>N.B.: If manufacturer's authorized agent please enclose with the tender the copy of manufacturer's authorization/agency agreement</p>	
16.	<p>If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in the manufacturing are also produced in India. If not give details of the materials, components etc. that are imported and the break-up of the indigenous and imported components together with their value and proportion it bears to the total value of the store should also be given.</p>	
17.	<p>State whether raw materials are held in stock sufficient for the manufacture of the stores</p>	
18.	<p>Please indicate the stocks in hand at present time (i) Held against this enquiry (ii) held by M/s.....over which you have secured an option</p>	
19.	<p>Do you agree to the Sole Arbitration by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in the General Conditions of Contract Form DGS&D-68 (Revised) and amendment to that as per the Tender Enquiry [Your acceptance or non-acceptance of this clause will not influence the conditions of the tender enquiry. It should, however, be noted that an omission to answer the above will be deemed as an acceptance of the clause.</p>	

SIGNATURE OF THE TENDERER

.....Contd/-

Reis

20. If Partnership firm please state whether the firm is registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :-
- a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender,
 - b) If the answer to (a) above is in the negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to the arbitration
 - c) If the answer to either (a) or (b) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be

N.B.:

- (1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.
- (2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

SIGNATURE OF THE TENDERER

.....Contd/-

Reis

21.	<p>Here state specifically;</p> <p>a) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Government Purchaser. If not state the reasons thereof If any, also indicate the margin of difference.</p> <p>b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.</p>	
22.	<p>Are you :-</p> <p>a) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate;</p> <p>b) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position;</p> <p>c) Whether you possess the requisite license for manufacture of the stores and/ or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no licence is required for the purpose of raw materials and/or that you possess the required licence.</p>	
23.	<p>In case of foreign firm quoting directly please indicate:-</p> <p>a) The name of the Indian Agent(s)/Associates(s) for after sale-service in India</p> <p>b) The quantum of the commission payable to the Indian agent along with copy of the agency agreement.</p>	

24.	<p>What is the precise relationship between the foreign manufacturer/principal and the Indian Agent/Associates;</p> <p>a) The mutual interest which the manufacturer/principal and the Indian Agent(s)/Associate(s) have in the business of the each other.</p> <p>b) Any payment which the Indian Agent(s)/Associate(s) will receive from the foreign manufacturer/principal abroad whether as a commission for the contract or as a general retainer fee;</p> <p>c) Indian Agent's Permanent Income Tax Account No.</p> <p>d) The foreign principal's/manufacturer's Permanent Income Tax Account No.</p> <p>e) Whether certificate has been furnished that the net prices are exclusive of commission/profit etc. to be paid to the principal/manufacturer in foreign currency and the amount of the agency commission which the Indian Agent(s)/Associate(s) are entitled in terms of the agreement with the foreign principal has been indicated separately;</p> <p>f) Whether foreign manufacturer's/principal's proforma invoice (indicating, inter-alia, the remuneration/commission/discount etc. to be allowed in a particular transactions to the Indian Agent(s)/Associate(s) has been enclosed</p>	
25.	State whether business dealings with you have been banned by Ministries/Department of Supply/Ministry of Home Affairs	
26.	Please confirm that you have read all the instructions carefully and have complied with the instructions accordingly.	

Signature of the Tenderer: _____

(1) Full name and Address of the person signing (in block letters)

(2) Whether signing as Proprietor/ Partner/Constituted Attorney/Duly authorized by the company _____

Signature of witness:

Full name and address of the Witness (in block letters)

APPENDIX -4

QUESTIONNAIRE

(Please Mark in appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)

1.	Name and Address of contractor		
2.	Whether Registered/Enlisted with DGS&D for subject stores along with Foreign Manufacturer	YES	No
	a) If Yes the % of agency commission (Max & Min.) (Please enclose a copy of Regn./Enlistment Certificate)	MAX	MIN
	b) Validity date of Regn./Enlistment Certificate		
3.	Whether past supplier of the subject stores to Ministry of Home Affairs or any Government Organisation/Undertaking during the last three year (If yes, submit the performance statement in the enclosed proforma)	YES	NO
4.	Term of Delivery:-		
	i) F.O.B. (Indicate the name of port of shipment)		
	ii) C.I.F. (Indicate the name of the airport)		
	iii) F.O.R. Destination		
5.	a) Whether Custom Duty Extra		
	b) If yes, Indicate corresponding Indian customs tariff No		
6.	a) Whether Excise Duty Extra in respect of the Indigenous stores/locally manufactured stores		
	b) If yes indicate in price bid.		
7.	a) Whether GST/Sales Tax etc. Extra in respect of locally Manufactured stores		
	b) If yes indicate in price bid		

Reid

8.	Discount offered, if any		
9.	Delivery period proposed and Monthly rate of supply		
10.	a) Whether stores fully conforms to the Tender Schedule Specification. b) If no indicate the details of deviation on separate Sheet	YES	No
11.	Acceptance to the Conditions of Contract as contained in DGS&D-68 Revised) amended till date and those contained in Pamphlet No.DGS&D-229 read with Annexure attached.		

Signature of Tenderer_____

Name in Block Letters_____

Capacity in which tender signed_____

Full address_____

Recd

APPENDIX -5

COMPLIANCE STATEMENT FOR SPECIFICATION OF: DNA SEQUENCER MACHINE

1. Name of Item:
2. Brand of Item/Country of origin _____
3. Make & Model: _____

Tenderer are requested to give Compliance of each Specification whether equipment being offered by them is complying with Specification or otherwise.

QRs compliance for _____

Para of Tender enquiry specifications	Specification of item offered	Compliance to RFP/Tender specification whether Yes or no	Confirmation of the specification in page/para of the brochure / technical literature (wherever such brochure is required to confirm the specifications)	In case of non-compliance, deviation from RFP to be specified in unambiguous terms
1	2	3	4	5

Signature of the tenderer

N.B.- Tenderers can furnish this statement on a larger sheet of paper if space provided above is found insufficient.

Reid

PERFORMANCE STATEMENT FOR LAST FIVE YEARS AS PER CLAUSE 03 OF ANNEXURE - II

Serial.No.	Name of Firm	Contract No.	Description of Stores	Quantity on order	Value	Original D.P.	Qty. supplied within original D.P.	Final/ Ext. D.P.	Last supply position	Reasons for Delay in supplies (If any)

- i) Manufacturer /Supplier should give proof of documents to establish that similar equipment functioning satisfactorily at the supplied locations, at least for last 05 years.
- ii) Tenderer should submit Balance Sheet for last 03 years and bank's report for their credit worthiness.

N.B: (i) The decision on assessment of past performance of -----(**Designation of Procurement Officer**) will be final.
(ii) Copy of supply order be attached.

Signature of tenderer
Date
Name of tenderer

Rais

BANK GUARANTEE PROFORMA FOR FURNISHING EMD

To
Dy. Comdt (Proc)
Ministry of Home Affairs
Jaisalmer House
Man Singh Road
New Delhi – 110 011.

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 presents that WE.....of.....having our registered office at.....are bound 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 tenderer 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 condition or conditions.

This guarantee will be valid for 45 days beyond the period of offer validity and any demand in respect thereof should reach the Bank not later than the above date.

When communication is received from or on behalf of Dy. Director General (Proc), Ministry of Home Affairs, Jaisalmer House, 26 Man Singh Road, New Delhi-110011 to invoke this Bank Guarantee, the amount will be remitted to in favour of US (Cash), Ministry of Home Affairs, New Delhi.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Revised

GUARANTEE/WARRANTY

- i) The contractor/seller hereby declares that the goods, stores articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.
- ii) The contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **01 year**, from the date of delivery of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of **01 year** the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller.
- iii) The purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as maybe allowed by the purchaser in his discretion on an application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reason of the breach of the warranty herein contained.
- iv) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of **07 days** of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- v) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the lifetime requirements.
- vi) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.
- vii) Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

Signature of tenderer

Date

Name of tenderer

Reis

Integrity Pact clause

(To be given on letter head of the Supplier/OEM as the case may be duly signed by the authority having legal power of attorney to bind the firm)

This Integrity Pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any), who are registered/seeks registration or awarded/seeks Contracts of MHA which include all its employees/officials/officers working as Public Authority) on the other.

2. Under this IP, It has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Registration, Green Channel, Bidding, Contracting/ Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indentors, Purchase & inspection officials of MHA shall demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, collusion, which are not limited to, but also include the following:-

- a) Collusive bidding: Collusive bidding can take form of an agreement among firms to divide the market, set prices, or limit production. It can involve " wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties". In legal terms, all acts affected by collusion are considered void.
- b) Bid rotation: In bid-rotation scheme, conspiring firms continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
- c) Cover bidding: Cover (also called complementary, courtesy, token, or symbolic) bidding occurs when individuals or firms agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.
- d) Bid suppression: Bid-suppression schemes involve agreements among competitors in which one or more companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted. e) Market allocation: Competitors carve up the market and agree not to compete for certain customers or in certain geographic areas. Competing firms may, for example, allocate specific customers or types of customers to different firms, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform MHA if any such activity is on. The party further agrees that he will not give bribe, speed money & gifts to any public official of MHA and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.

4. The party hereby agrees that while canvassing order, they will not provide any inducement to the indenter, whether directly or indirectly including cash & non cash, both pre, during & post procurement action and inform the MHA if any such event is unfolding for which MHA, on assessment of the issue, will refer the matter to the CBI, CVC and the concerned administrative authority.

5. In case of failure or default in terms of this IP, the Public Authority will be subjected to actions prescribed under CCS/CCA conduct Rules including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- a) Cancellation of Contract/Rate Contracts (RCs)
- b) Cancellation of Registration

RLS

- c) Cancellation of Green Channel
- d) Forfeiture of all securities and performance Bank Guarantees
- e) Refusal to grant Registration for further period of 3 years.
- f) Suspension and/or banning the business dealings for period upto 3 years.
- g) Any other administrative or penal actions as deemed fit.
- h) Action under IPC/PC Act and other relevant laws of the country.

6. It has been further agreed that the actions as aforesaid except that at 5(h) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the Dy. Director General (Proc), PM Division Jaiselmar House, 26, Man Singh Road, , New Delhi-110011, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

7. It has been also agreed prescribing that within 30 days of such orders passed by Dy. Director General (Proc), the aggrieved party shall have the right to appeal to next higher competent authority and till the time a decision is taken on such appeal, the decision of DDG (Procurement) would be in-force unless otherwise specifically ordered by the next higher competent authority.

8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of MHA forming integral part of all the affairs & transactions with and in relation to MHA.

Place:

Date:

Signature on behalf of Supplier firm
Name and designation/capacity of signatory
Full address of the Supplier Firm
Seal & Stamp of the Supplier firm

To,

The DDG (Procurement) PM Division Jaiselmar House, 26, Man Singh Road, New Delhi-110011.

Reis

TE No. Dated the Month Year
PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from the requirements of the instructions to bidders as contained in the General conditions of Contract and the T/E specifications and terms and conditions:-

I. STATEMENT OF DEVIATIONS FROM THE GENERAL CONDITIONS OF CONTRACT AND THE TENDER ENQUIRY TERMS AND CONDITIONS:-

<u>CLAUSE</u>	<u>DEVIATION</u>	<u>REMARKS</u>
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II. STATEMENT OF DEVIATIONS FROM THE TENDER ENQUIRY SPECIFICATIONS:-

<u>SL.NO. OF</u>	<u>DEVIATION</u>	<u>REMARKS</u>
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THE
SPECIFICATION _____

SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

NOTE : Where there is no deviation the statement should be returned duly signed with an endorsement indicating "No Deviations"

Reis

TE No.

Dated the Month Year

Final Acceptance Certificate by the Consignee

To,

M/s.....
.....
.....

Subject: Certificate of commissioning or equipment / plant and training.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para No.02) in accordance with the contract/technical specifications. The same has been installed and commissioned. The firm has also imparted training programme as per terms and conditions of contract at the best satisfaction of the user.

- (a) Contract No.....Dated.....
- (b) Description of the equipment(s)/Plant:.....
- (c) Equipment(s)/Plant(s) Nos.....
- (d) Quantity:.....
- (e) Bill of Loading / Air Way/Railway Receipt/Goods Consignment Note No.....
- (f) Name of Vessel/Transporters:.....
- (g) Name of Consignee:.....
- (h) Date of Commissioning and proving test:.....
- (i) Details of Accessories / spares not yet supplied and recoveries to be made on that account.
- (j) The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s) / plant(s).
- (k) Whether the receipt of store was within the stipulated time of delivery.
- (l) If delivery was not given within the stipulated time, was delivery period extended from the competent authority.....

Reid

Signature of Consignee

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL OF THE MANUFACTURING FIRM

Tender No.....Date of Opening.....

Name of the Tenderer.....

[Note: All details should relate to the manufacturer for items tendered for]

Sl.No.	Particular	
1.	Name & Full address of the manufacturer	
2.	i) Telephone No. ii) Fax No.	
3.	Telegraphic Address	
4.	Location of the manufacturing factory	
5.	Details of the Industrial License, wherever required as per statutory regulations	
6.	Details of important plant & machinery functioning in each department (monograph & description pamphlets be supplied, if available)	
7.	Details of the process of manufacture in the factory	
8.	Details of stock of raw materials held	
9.	Production capacity of item(s) quoted for, with the existing plant & machinery i) Normal ii) Maximum.	

10.	Details of the arrangement for quality control of products such as laboratory, testing equipments etc.	
11.	<p>Details of the staff :-</p> <p>i) Details of the technical supervisory staff in charge of production & quality control</p> <p>ii) Skilled labour employed.</p> <p>iii) Unskilled labour employed</p> <p>iv) Maximum number of worker (skilled and unskilled) employed on any day during the 18 months preceding the date of Bid</p>	
12.	Whether Goods are tested to any standard specification. If no copies or original test certificates should be submitted in triplicate	
13.	Are you registered/enlisted with Directorate General of Supplies & Disposals (DGS&D), Government of India, if so full particulars of registration/enlistment, period of validity etc. with a copy of the registration/enlistment certificate may please be attached.	

.....
SIGNATURE AND SEAL OF THE MANUFACTURER

Reis

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Reis

(Signature of the Bidder, with Official Seal)

MANUFACTURER'S/PRINCIPAL'S AUTHORISATION FORM

To
Dy. Director General (Proc)
Ministry of Home Affairs
Jaisalmer House
Man Singh Road
New Delhi – 110 011.

Sir,

Tender: _____,

We, _____ who are established and reputable
manufacturers of _____, having factory at
_____ and _____, hereby
authorize M/s _____ (name and address of agent) to bid,
negotiate and conclude the contract with you against Tender No _____ for the above
goods manufactured by authorized us. No company or firm or individual other than M/s
_____ are authorised to bid, negotiate and conclude the contract in regard to this
business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for
supply against this tender by the above firm.

The authorisation is valid up to _____

Yours faithfully,

(Name)

Pris

For and on behalf of M/s
(Name of manufacturers)/Principal.

APPENDIX-10

PRICE BID FORMAT (TO BE UPLOADED IN SECOND/PRICE BID COVER OF E-TENDER ONLY)
 PRICE BID FOR DNA SEQUENCER MACHINE: Qty 1 system with AMC Rates:

Item Name	Qty/Unit	Quoted Currency in INR/Oh Currency	Basic Price Of equipment in selected currency (FOB price at Port/Airport of lading in case of foreign bidder)	Customs duty amount (CD) (in INR)	GST amount (in INR)	IGST amount (in INR)	Freight Insurance amount IF ANY (in INR)	Agency commission amount (if any) (in INR)	Custom clearance charges (if any) (in INR)	Other taxes & duties amount apart from column No ___ to ___ (if any) (in INR)	1st year AMC Cost (in INR)	2nd year AMC Cost (in INR)	3rd year AMC Cost (in INR)	4th year AMC Cost (in INR)	5th year AMC Cost (in INR)	Grant Total (for computation of L-1 status)
DNA Sequencer Machine	01 System															

NOTE:

1. In case of discrepancy between unit price and total price, the Unit price shall prevail
2. Cost of AMC will be added for ranking/evaluation purpose.
3. All software updates should be provided free of cost during AMC period.
4. Rates of AMC should be quoted in INR only.
5. Where amount is not applicable zero should be quoted in BOQ.

Reid