#### FOREST COLLEGE AND RESEARCH INSTITUTE: MULUGU, SIDDIPET DISTRICT

No. 639/2023/A8 Date:03.07.2023

#### **NOTIFICATION**

Applications in two bids system (i.e., Technical bid and Commercial bid) are invited in sealed envelopes from the Principal Suppliers, Manufacturer of Chemicals, Glassware, Plasticware, Molecular Biology Reagents or consumables and Gases by the Forest College and Research Institute (FCRI), Mulugu, Siddipet District-502279 up to 5.00 p.m. on 24.07.2023 for entering into a Rate Contract for the year 2023-24 for the supply of Chemicals, Glasswares, Plasticwares, Molecular Biology Reagents or consumables and Gases to various departments of FCRI.

S. No.	Item Category	Tender and other fee in Rs.	E.M.D. in Rs.	
01	<ol> <li>Chemicals</li> <li>Glassware</li> <li>Plasticware,</li> <li>Molecular Biology Reagents or consumables and</li> <li>Gases</li> </ol>	Rs.2000/- (Non- redundable)	Rs. 10,000/- per each item category	
Last da	te for submission of tenders	: up to 05.00 p.m. on <b>24.07.2023</b>		
Pre-Bid Meeting		: at 11.00 a.m. on <b>10.07.2023</b>		
Technical bids opening date		: at 04.00 p.m. on <b>24.07.2023</b>		
Financial bids opening date		: at 03.30 p.m. on <b>26.07.2023</b>		

Sd/Deputy Director,
FCRI, Mulugu.

#### Note:

- 1. The tenders should be submitted in sealed envelopes and superscribed as "Tender for the supply of Chemicals, Glasswares, Plasticwares, Molecular Biology Reagents or Consumables and Gases to the FCRI, Mulugu.".
- 2. The Tender Fee & EMD of the quoted value against each to be enclosed in the form of DD drawn in favour of the Forest College and Research Institute, payable at Mulugu and shall be submitted in separate cover.
- 3. For downloading the Tender Terms, Conditions and schedule, please visit <a href="http://www.fcrits.in">http://www.fcrits.in</a>

#### Copy to:

- 1. Dean's Table
- 2. Joint Director.
- 3. The Accounts Officer/Administrative Officer
- 4. The PRO i/c with a request to host the above in the College Website
- 5. Notice Board
- 6. The HODs, All Departments, FCRI.

#### TENDER DOCUMENT

#### **FOR**

# RATE CONTRACT FOR SUPPLY OF CHEMICALS, GLASSWARES, PLASTICWARES, MOLECULAR BIOLOGY REAGENTS OR CONSUMABLES AND GASES



OFFICE OF THE DEAN, FOREST COLLEGE & RESEARCH INSTITUTE, MULUGU, SIDDIPET DISTRICT-502279

#### FOREST COLLEGE & RESEARCH INSTITUTE, MULUGU

#### Rate Contract For Supply of Chemicals, Glasswares, Plasticwares, Molecular Biology Reagents or Consumables and Gases

#### Tender Notice No:639/2023/A8

#### Dated: 03-07-2023.

#### **CONTENTS OF TENDER SCHEDULES:**

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#### Forest College and Research Institute (FCRI) MULUGU – 502 279

General Terms and Conditions for entering into Rate Contract for Chemicals, Glasswares, Plasticwares, Molecular Biology Reagents or Consumables and Gases for Forest College and Research Institute (FCRI), MULUGU – 502 279.

#### I. GENERAL INSTRUCTIONS:

- i. Forest College and Research Institute (FCRI), Mulugu, Siddipet District-502279 invites sealed bids for purchase of Chemicals, Glasswares, Plasticwares, Molecular Biology Reagents or Consumables and Gases from its manufacturers/authorized dealers for financial year 2023-24 up to 5.00 p.m. on 24.07.2023.
- ii. The Tenderer should be a distributor or authorized dealer and possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with FCRI.
- iii. The Tenderer should inform FCRI the correct address from where the supplies are going to be made to FCRI.
- iv. The Tenderer should possess an experience certificate and other Certificates like Registration of Firm, GST registration, Latest Income Tax Assessment order, should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the FCRI authorities reserve the right to waive the requirements or take any appropriate action including the cancellation of tender of the respective Tenderer. In this regard the decision of the Tender Opening Authority / the Dean, FCRI is final and binding on all the Tenderers without any recourse.
- v. The tenderer should have supplied the product to Government or public sector or private sector institutions/organizations during the last five years.
- vi. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
- vii. The entries in the tender schedule shall be as for as possible without scoring, corrections and over writings and shall be legible. The unavoidable correction or scoring shall be attested by full signature of the tenderer. The tenderer should sign on each page of the tender document.
- viii. In the tender schedule the tenderer should quote his discount for each item in separate sheet as per the format in figures and words in the corresponding column.
  - ix. If the discount quoted in the schedule differ in words and figures, the highest discount rate will be taken. The unit rate shall be as per the price list given by the manufacturer.

#### II. PROCEDURE FOR SUBMISSION OF BIDS:

- i. The Tender Documents and schedule can be downloaded from the FCRI website.
- ii. The Bidder shall submit all the documents mentioned at Item No.IV of the tender document i.e., submission of bid documents. The Bidder must not be blacklisted/banned/suspended or have a record of any service-related dispute with any organization in India or outside.

- iii. Each tender shall be accompanied with the Tender cost of Rs.2000/- (Rupees Two Thousand Only) in the form of DD drawn in the name of "Forest College and Research Institute, Mulugu". Cheques and Bank Guarantees will not be accepted. Tender fee of Rs.2000 will be Non-refundable amount and the tenders submitted without tender cost are liable to be rejected summarily.
- iv. The details of Goods and Services to be procured are given in Annexure-I and III
- v. The bidders desiring to participate shall submit their Technical and Financial/Price bids in the standard formats prescribed in the Tender documents. Tenders shall be submitted in sealed envelopes addressed to the Deputy Director, FCRI, Mulugu by Registered Post/or in person. Tenders received in ordinary covers without proper seal will not be considered.
- vi. The bidder should submit clearly legible and signed copies of all the relevant certificates, documents etc. in support of their bids.
- vii. The bidder shall sign on all the submitted statements, documents, certificates, owning responsibility for their correctness/authenticity.
- viii. The rates/ discounts offered should be quoted in the prescribed forms. The prices must be quoted in Indian Rupee only, unless the goods are being imported and it must be inclusive of all type of taxes etc. excluding GST amount, which should be shown separately.
  - ix. The Tenderer should have been in this trade for not less than five years and should have supplied bulk quantities/services to any reputed institution or institutions as the case may be. A copy of the certificate issued by the authorities under Shops and Establishments Act and a copy of the supply / purchase order for having supplied bulk quantities/services, have to be scanned and uploaded for technical bid evaluation by FCRI.
  - x. The Bidder should have 5 or more Rate Contracts with reputed CSIR Labs / ICMR Labs /ICAR Labs /IITs/NITs/Central or State Universities /other Govt. Academic/Research Organizations in the past five years for similar items of this tender. Copies of such rate contracts must be enclosed with the offer.
  - xi. The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockist has been nominated by the Principal, the bills raised by them against our purchase order will be accepted.
- xii. The Tenderer shall possess all requisite qualifications and submit all the necessary documents to the Tender Inviting Authority on or before scheduled date and time of opening of the Technical bid as mentioned in Tender. The financial bids of those Tenderers who are technically qualified only, will be opened on the date and time as mentioned in the Tender by the Dean, FCRI or any other officer authorized by the Dean, FCRI. The FCRI may extend the last date by issuing an amendment in which case all rights and obligations of the FCRI and the Tenderers previously subject to the original deadline will then be subjected to the new deadline.

- xiii. The near relatives of employees of Forest College and Research Institute, Mulugu are prohibited from participation in this tender. The near relatives are as defined by the Government.
- xiv. All offers shall be made in English. Conditional offers and offers qualified by vague and indefinite expression such as "subject to immediate acceptance", "subject to prior sale" etc will not be considered.
- xv. Proposal for rate contract may be submitted in the prescribed format and all columns MUST be filled up. Incomplete proposals and tenders received after due date shall not be entertained. Forest College and Research Institute, Mulugu shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the FCRI, Mulugu which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, under any circumstances.
- xvi. Adoption of unfair means to influence the authority may lead to outright disqualification.
- xvii. The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.
- xviii. Printed & bound price list for 2023-24 (Both hard copy and soft copy) duly signed & certified by authorized signatory must accompany the tender. Photocopy of the price list and price list in spiral binding will not be accepted. The price list which is in CD may be downloaded and a copy may be supplied to this office duly signed and sealed by the authorized signatory.
  - xix. An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
  - xx. Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial Bid. In case of discrepancy between unit price & total price, the unit price shall prevail.
- xxi. The percentage of discount quoted by each firm in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
- xxii. A Certificate to be given by the tenderer that the price list supplied is the only one in circulation.
- xxiii. In case the price list for the previous year is still valid for the entire period of rate contract for the year 2023-24 a certificate to this effect may please be furnished duly signed by the authorized signatory.
- xxiv. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.
- xxv. Individual signing the tender or other documents connected with contract must specify whether he/she signed as:

A sole proprietor of the concern or constituted attorney of such sole proprietor;

A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

The Registrar or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

III. <u>BID VALIDITY</u>: Both technical and financial bids shall remain valid for a period of (24) twenty four months from the date of order for procurement.

#### IV. TECHNICAL AND FINANCIAL BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid and submitted in the form of a booklet in the following order, duly indexed:

**Technical Bid:** To qualify Technically, the firm should have the minimum eligibility criteria as under and the firm must submit the following documents in their support:

- a) Valid registration certificate of the firm issued by the Govt.
- b) Tender Acceptance Letter
- c) Signed copy of Details of the firm, alongwith **Technical expertise**, **support and** proof of experience (Specific experience in similar supply) during last five years ending last day of the month March,2023 in similar works
- d) Duly filled format of Technical Bid
- e) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- f) Price list of the items from the Principal
- g) Manufacturer Authorization Certificate from the principal must be attached by Bidder.
- h) PAN number with document
- i) GST with document
- j) The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.
- k) Demand draft of Rs. 2000/- (non-refundable) against tender fee and Demand Draft of Rs. 10,000/- (Rupees Twenty Thousand only) for EMD (if exempted from EMD, copy of same shall be submitted). Both shall be drawn in favor of Forest College and Research Institute, Mulugu
- 1) Copy of Income Tax Return Acknowledgement for last Three years.
- m) Copy of PAN Card.
- n) Copy of GST registration certificate.
- o) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from registration provided they produce the copy of appropriate notification.
- p) Details of clients (atleast five) where similar services are presently provided by the tenderer separately for govt. and private clients.
- q) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or

central drug procurement agency is not eligible to participate in the bid.

The technical bid will be rejected in case of non-submission of the any of the above documents.

#### Financial Bid:

(a) Price Bid Form, the percentage of the discount of Price must be quoted as per format specified, failing which tender shall be summarily rejected.

#### Note:

- A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, FCRI, Mulugu may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.
- Forest College and Research Institute, Mulugu reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Forest College and Research Institute, Mulugu reserves the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
- Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm
- The tenderer whose tender has been accepted will be notified by the Tender Accepting authority, in writing.
- For Successful tenderer, EMD will be converted to Security Deposit and will be retained with FCRI, Mulugu until the expiry or termination of the rate contract without interest.
- The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.
- In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by Forest College and Research Institute, Mulugu in that event the security deposit shall also stands forfeited.
- For each item, the quoted price should be mentioned inclusive of all taxes such as customs duty, Labour charges, transportation charges, installation charges, training charges etc, but GST should be mentioned separately as given in the Price Bid format (Annexure-II).
- Revisions of rates are not allowed after the opening of tenders and the same rates are valid for a period of two years.
- Since rate quoted is inclusive all taxes except GST, no claim for all taxes except GST will be admitted at a later stage & on any ground whatsoever, irrespective of the firm mentioning and recording anything contrary to the above in the Quotation. After the implementation of GST and even after any changes contemplated in the tax structure and

- the rate of taxes to be levied by the State Government, the rates Quoted to FCRI should be constant and it should be applicable to all work orders placed by FCRI.
- Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than that offered to FCRI should be enclosed with Financial Bid. In case of discrepancy between unit price & total price, the unit price shall prevail.
- The percentage of discount quoted by each firm in tenders be given both in words and figures, failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
- In case tenderer is not able to quote for one or more of the items invited for in the tender, the word "NOT QUOTED" (in the rate column) should be indicated.

#### V. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

- i. Each tender shall be accompanied with an EMD of Rs.10,000/- in the form of DD drawn in one of the Nationalized banks in the name of the "Forest College and Research Institute" payable at Mulugu. Cheques and Bank Guarantees will not be accepted. If it is found that EMD is not enclosed, then the Tender offer will be summarily rejected, unless any category of Tenderer is specially exempted by the Government from the payment of EMD. No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the FCRI in respect of any previous work towards the EMD will be entertained.
- ii. In case the tenderer withdraws, modifies or change his offer during the contract period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof.
- iii. The EMD of the unsuccessful tenderers will be returned without any interest on finalization of tender process. For this purpose, the tenderer is advised in the tender itself, to enclose a Receipt for refund of EMD amount, so as to avoid any delay in refund. Cheques, Bank Guarantees will not be accepted towards EMD. The EMD will be released to the successful tenderer after successful completion of the supply and installation of Goods & services in all respects and on production of Performance-cum-Security Deposit. The EMD will not carry any interest. EMD is liable to be forfeited if the successful Tenderer fails to accept the Work Order for supply and installation of Goods & services. EMD is liable to be forfeited, if the Tenderer asks for withdrawing his bid once the financial bid is opened.

#### VI. AMENDMENT OF BIDDING DOCUMENTS:

The FCRI reserves the right to terminate/ amend/ modify the contract without assigning any reason or advance notice to THE FIRM. Similarly, terms and conditions of the tender may be amended/ modified by FCRI, if necessary, to ensure competitiveness and quality of product. Before the deadline for submission of bids, FCRI may modify bidding documents by issuing suitable addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by e-mail to all the purchasers of the bidding documents. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the buyer may, at his discretion, extend as deemed necessary the deadline for submission of bids.

#### VII. DELIVERY PERIOD AND ITS EXTENSION:

- i. The minimum delivery period should be clearly mentioned against each item.
- ii. The procurement of items shall have to be supplied within 02 (two) weeks from the date of purchase order. In few cases the items are to be delivered at a very short notice i.e. within 24 hours. In the event of delay or default in supply & installation of Goods & services and the supply & installation is not adhering to the schedule given, the FCRI reserves the right to procure the requirement from the other sources and recover the excess cost, if any incurred by FCRI, from THE FIRM (successful bidder). However, if the rate is cheaper, the benefit will not accrue to the FIRM. However, in exceptional circumstances and on written request, from the bidder/ tenderer, extension of date for supply of the material may be considered. Extension in supply period is at the sole discretion of the competent authority. If the bidder fails to deliver any or all of the goods or to perform the services within delivery period including extension, if any, the purchaser shall without prejudice to its other remedies under the contract, charge as a liquidated damage as follows:
  - a. Delay up to one fourth period of the prescribed period / completion of work 1%
  - b. Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work 2%
  - c. Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work 3%
- iii. In exceptional circumstances, the purchaser may solicit the bidder's consent for an extension of the period of validity of 60 days. The request and the response thereto shall be made in writing. The validity of Performance-cum-Security Deposit provided shall also be suitably extended.
- iv. If the Contractor / Bidder fails to deliver/install the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, Deputy Director, Forest College and Research Institute, Mulugu may without prejudice to the right of the purchaser may recover damages for breach of the contract.

#### VIII. <u>INSURANCE OF CONSIGNMENT:</u>

Consignment will be insured at the cost of Tenderer/Bidder, till satisfactory supply and installation of the item is complete in all respects and not at the cost of Institute.

#### IX. OPENING OF TECHNICALBID:

- i. The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria required and whose documents are found in order, on the date and time earmarked for opening of technical & financial bids.
- ii. If any of the date earmarked for opening of technical & financial bids happens to be holiday, the bids will be opened on the very next working day.
- iii. The bidder's representative, who is present, shall have to sign on the minutes of bid opening document for evidencing their attendance.
- iv. The rates of items found, as per specification of Tender Document of the respective firm will be announced.
- v. The technical bids will be opened and evaluated by a duly constituted committee, after evaluation of the technical bid. The finance bid will be considered only for those qualified technical bids.
- vi. The recommendations of the committee is the final and binding on all the parties.

- **X.** <u>BID REJECTION:</u> The bids will also be rejected outrightly under any one or more of the following cases:
  - i. Non-submission of EMD before the date of closing of bids.
  - ii. Not meeting the technical specifications.
  - iii. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specifications and supporting documents etc., may lead to rejection of the bid.
  - iv. If the bidder is not found eligible as per the requisite criteria.
  - v. If the column is found blank and quoted rates are not as per criteria.
  - vi. If the Technical and/or Financial Bid is not signed and stamped by the bidder.
  - vii. If the prices are quoted other than in Indian Rupee.
  - viii. If the bidder is found indulging in malpractice of pooling of bid.
  - ix. If the bidder provides Conditional/Incomplete quotation.
  - x. Non-production of items for demonstration, if desired.
  - xi. Non-production of original documents for verification.
  - xii. Non-submission of information in support of Capacity/Credibility of the organization.
  - xiii. Submission of any wrong information.
  - xiv. Non-submission of Original Printed Product Catalogue of respective items quoted, having item's model number, its specifications, complete address of manufacturer etc.,
  - xv. Made misleading or false representation or deliberately suppressed the information in the forms, statement and enclosures required in the eligibility criteria.

The FCRI reserves the right to reject any or all the tenders without assigning any reason, at any stage (point of time), and FCRI decision will be final.

### XI. <u>EVALUATION AND COMPARISON OF BIDS</u>: The purchaser's price evaluation of the bid will be as below: -

- i. Unit rate of item inclusive of Excise Duty / CST / any other tax (including GST), if any, and the discount offered.
- ii. The bidder should quote the entire rate and offer rebate on the basis of the delivery at the purchaser site. No extra labour charges, transportation charges, delivery charges, installation charges will be paid or considered.
- iii. The purchaser will evaluate and compare the rebate offered for each item, which have been determined to be substantially responsive as per the qualified criteria of bidder.
- iv. The Tender Inviting Authority does not bind himself/ herself to accept the tender offered with highest rebate or any tender.
- v. If the bidder has quoted longer delivery period than stipulated in the tender document, an amount of 1% of the quoted price shall be added per week for the period beyond the stipulated period in the quoted price for the purpose of financial evaluation of tender.
- vi. Negotiations will not be made with all Tenderers. In case of necessity, negotiations will be made only with lowest selected Tenderer (L1, quote with highest rebate) and in this regard the decision of the Dean or any other authorized officer shall be final and binding on the firm without any recourse.

#### XII. NOTIFICATION OF CONTRACT AND PLACEMENT OF SUPPLYORDER:

- i. Prior to the expiration of the period of bids validity, the purchaser will notify the successful bidders in writing that their bid has been accepted.
- ii. The notification of award will constitute the formation of the contract.
- Performance-cum-Security Deposit: The successful bidder shall furnish a Performance-cum-Security Deposit for 10% of the value of the cost of the item of Goods and Services, in favour of Forest College and Research Institute SD, with validity upto warranty period plus three months. It shall be released to THE FIRM after completion of THE Firm's performance obligations under the contract. It shall be in one of the following forms:
  - i. A Bank Guarantee or
  - ii. An irrecoverable Letter of Credit or
  - iii. A cashier's certified Cheque,

issued by a reputed Indian Nationalized or private Bank located in the limits of Greater Hyderabad.

Failure to abide by the contractual obligation will be liable to forfeit the Performance Bank Guarantee.

#### XIII. SUPPLY OF GOODS AND SERVICES:

- i. THE FIRM shall obtain the authenticity certificate from concerned vendors and furnish it to FCRI before supplies made.
- ii. Supply, assembling, Commissioning, testing etc. of all Goods & Services including others accessories shall be the responsibility of the contractor.
- iii. The successful bidder shall supply the Goods and Services as per the time schedule mentioned in the tender document.
- iv. The Goods & Services shall be **loaded and un-loaded** by the successful bidder at his/her own cost & risk. The successful bidder shall provide such **packing** of Goods & Services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt precipitation during transit, and open storage.
- v. Delivery of the Goods & Services purchased is to be done by the successful bidder at the locations specified in this document at free of cost.
- vi. If the firm fails to supply items as per specifications mentioned in the contract within stipulated time, its EMD will be forfeited and Penalty imposed as mentioned in the tender document.

#### XIV. <u>INSPECTION OF GOODS AND SERVICES</u>:

- i. Each supply and installation should be subjected to quality analysis. The Goods & services should be strictly in conformity with the specifications mentioned in the tender.
- ii. The inspection of the goods shall be carried out by the technical expert committee duly constituted by the Forest College and Research Institute to check whether the goods are in conformity with the technical specifications attached to the contract.
- iii. The FCRI reserves the right to reject either the entire lot or part of the material & service or impose cut or forfeit the Performance-cum-Security deposit at its discretion if the supply and installation of Goods & services are not strictly in accordance with the specifications if any given by the successful bidder.
- iv. FCRI reserves the right to reject Goods & services, if the Goods & services are not

- made strictly as per the specifications mentioned. In this regard, the decision of the Dean is final and binding on the parties without any recourse.
- v. FCRI reserves the right to levy penalty as decided by the Dean or any officer authorized by the Dean or withhold payment for any unsatisfactory material/ service supplied/ provided by the supplier/ service provider by the FIRM without prejudice to its other rights. In this regard, the decision of the Dean or any officer authorized by the Dean is final. The FIRM is further liable to reimburse/ compensate the FCRI or to third party for cost of any loss, damage, injury, harm etc., caused or arising out of the negligence in supply/providing of low quality materials/service, or any other act or breach of contract.
- vi. Shortage and damages will be intimated to the FIRM and the equivalent amount will be deducted from the bill amount, if they are not replaced/ rectified by the FIRM.
- All the materials/ service supplied against the supply order shall be of best quality and vii. shall confirm to the specifications if any given in the supply order or informed to the FIRM as the case may be. The supplied material/ service should be without adulteration. If adulteration is noticed in the material/ service supplied the supplier/ service provider will be prosecuted besides blacklisting the firm and forfeiting the Earnest Money Deposit/ Performance-cum-Security Deposit. The FCRI, also reserves the right to levy an additional Composite penalty at 5% on the total value of the material/ service supplied to FCRI by the FRIM in case of what so ever quality problems encountered by FCRI in supply of the material/ service and if the decision is taken to return/reject the material/ service to the FIRM. In this regard the decision of FCRI is final. The FIRM should promptly replace/ rectify the rejected material/ service at the discretion and satisfaction of FCRI. All expenditure incurred on account of such replacement/ rectification shall be entirely borne by the FIRM. In case of failure to remove the rejected goods from the premises of FCRI reserves the right to charge ground rent from the FRIM.

#### XV. CHANGE IN QUANTITY OF EQUIPMENTS:

- i. The FCRI reserves the right, at the time of award of contract, to increase or decrease the quantity of goods specified in the schedule of requirement without any change in price or other terms and conditions, even after the tender period. In other words, increasing or reducing the tender quantity can be made by FCRI even after the completion of the tender period and it is binding on the firm without any recourse.
- ii. Rejected items /goods should be removed within 30 days after which no responsibility lies with the FCRI.

#### XVI. PERFORMANCE OF PRODUCT:

- i. Service manuals, wherever available/required, should be provided along with the Equipment's.
- ii. Comprehensive Warranty: for applicable goods and services will be covered by onsite warranty for a period of 3 years from the date of commissioning. A WARRANTY certificate should invariably be supplied along with the item at the time of delivery. Non-Compliance of the same will result in non-acceptance of the item from the firm with whom the order was placed, beside rejection of the tender. THE FIRM shall be responsible to complete the registration process with the respective manufacturers/ producers/ developers. The problems arising thereof in the quality, performance and warranty during the period of warranty shall be attended to and rectified by THE FIRM and the respective manufacturers/ producers/ developers, within 48 hours of lodging the complaint by FCRI. For this purpose, the Goods & Services shall be collected by THE FIRM and to be delivered back to FCRI after satisfactory

- repairs. Any component required to be replaced within the warranty period will be a totally new component and not reconditioned or repaired component.
- iii. The bidder warrants that the goods supplied under the contract are new, unused and most recent. The bidder further warrants that the goods supplied under the contract shall have no defect arising from designer materials or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied goods in the conditions at the consignee place.

#### iv. After sales Service:

- a. The name and complete address of the company in India authorized by the manufacturer/ producer/ developer, to provide after sales service for the Goods & Services should be given by THE FIRM.
- b. The manufacturer/ producer/ developer should give an undertaking that after the warranty period, they shall provide spares and after sale service of the equipment in India for at least 4 years.

#### XVII. PAYMENT SCHEDULE:

- a. No advance payment will be made.
- b. The standard payment terms of FCRI are applicable. The payment to FIRM shall be made by FCRI only through cheques/NEFT Transactions by furnishing the Bank account details.
- c. The payment will be made only after successful supply, installation, registration with the concerned manufactures/ producers/ developers of the Goods and also on submission of performance-cum-security deposit.
- d. Penal clauses of THE FIRM whatsoever like payment of interest on late payment of bills etc. shall not be acceptable to FCRI.

#### XVIII. CANCELLATION OF CONTRACT:

- i. Demonstration of Models / Items has to be arranged by the bidders, if desired by the Forest College and Research Institute, Mulugu. Non-production of items for demonstration will result in rejection of the tender.
- ii. If the bidder, in the opinion of the Forest College and Research Institute, Mulugu fails or neglects to comply with any of the terms & conditions forming part of the order issued, the Head of Forest College and Research Institute, Mulugu shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract /order by giving 15 days' notice in writing to the bidders/firms without being liable to pay compensation for such cancellation.
- iii. If the successful bidder fails to execute the supply order by the date specified in the order or within any extension thereof granted by the FCRI. Penalties will be levied over the FIRM as mentioned in the tender document.
- iv. If the bidder fails to perform any other obligation under the contract
- v. If the bidder, in the judgment of the FCRI, has engaged in corrupt or fraudulent practice in executing the contract, the purchaser may without pre-judice to any other remedy for breach of contract, by written notice, terminate the contract in whole or in part.

### **XIX. FORFEITURE OF BID DEPOSIT:** The EMD/Performance-cum-Security Deposit will be forfeited:

i. If the successful Tenderer fails to act according to the tender conditions or backs out after the tender has been accepted

- ii. In case the successful tender fails to execute necessary agreement within (10) days from the date of receipt of letter of acceptance of the tender.
- iii. Tenderer violates any of the conditions prescribed in the tender Document or Tenderer revises any of the terms quoted during validity period.
- **XX.** <u>INDEMNITY:</u> The Tenderer shall at all times indemnify Forest College and Research Institute, Mulugu, against all claims, which may arise in respect of supply of low quality of commodities/material/items/service etc., not confirming to the specifications.
- **XXI.** <u>SUB-CONTRACTING:</u> The contract supply awarded should be executed by the successful Tenderer only and sub-contract of supply is not permitted.
- **XXII.** Force Majeure: If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Forest College and Research Institute, Mulugu as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of 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 his option terminate the contract. The event of delay caused shall not be counted towards the time schedule.

#### XXIII. <u>SETTLEMENT OF DISPUTES OR DIFFERENCES:</u>

- a. If the dispute or the difference of any kind whatsoever shall arise between THE FIRM and FCRI in connection or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. The venue shall be place from where the order is issued.
- b. If the parties failed to resolve their dispute or difference by such mutual consultation, it shall be settled through arbitration provided either of them gives notice to the other party of its intention to commence arbitration. The dispute or difference arising would be subject to the jurisdiction of the civil courts at Hyderabad, Telangana only.

#### **XXIV. MISCELLANEOUS:**

- **a.** Each Party shall bear its own legal and other expenses incurred in connection with this Tender document.
- **b.** Headings used in this Tender document are for convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation.
- **c.** In the event of any provision of this Tender document being held or becoming invalid, unenforceable or illegal for any reason, this Tender document shall remain otherwise in full force apart from the said provision, which will be replaced with a legally valid provision that most nearly reflects the same purpose as that of the deleted provision.

**Note:** Bidder should note that, the documents submitted shall be considered only for bidding. The Forest College and Research Institute, Mulugu shall have the right to demand the copy/ photocopy of any document which is submitted and the photocopy of any document which is not legible or readable.

If any contractor fails to provide the requisite information/document within 03 (three) days, the Forest College and Research Institute, Mulugu reserves the right to disqualify the bid.

Sd/-

Dean, Forest College & Research Institute, OSD to Hon'ble Chief Minister Telangana & Mulugu, Siddipet District.

#### TENDER ACCEPTANCE LETTER

(To be given on letter head)

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OSD to Hon'ble Chief Minister Telangana & Mulugu, Siddipet District.
Sub: Acceptance of Terms and Conditions of tender Tender reference No:
Sir,  I/We have downloaded/obtained the tender document(s) for the abovementioned
tender/work from the website(s) namely:
As per your advertisement, given in the above-mentioned website(s)
1. 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.
2. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance of tender.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.
4. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt./Department /Public sector undertaking/Institutions.
5. I/we certify that all information furnished by our firm is true and correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization 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.
6. We understand that you are not bound to accept the lowest or any bid you may receive.
Yours faithfully,
(Signature of the Bidder with official seal)

#### FINANCIAL BID FORMAT – Annexure II

S No.	Name of item category with Description/S pecification	Quantit	Unit	Unit Price in Rs. (Inclusi ve of all taxes except GST)	Amou nt of GST in Rs.	Total Unit Rate in Rs.	Unique code of the item	Discount offered in %	Brand Name
1									
2									
3									
4				·					
5									
6		Š							
7									
8									

Duly filled Price bid should be submitted along with the Financial Bid. No further changes or escalations in the final price will not be entertained during contract period. Deviation in the above format leads to the disqualification of the vendor.

#### **Information of the Bidder**

1	Name of the firm/ Company/ Organization	
2	Registered/ Postal Address, Telephone No.,	
	E-mail id	
3	Correspondence address, details of contact	
	person name, designation, mobile No. and	
	email-id	
4	Type of organization (Proprietary/	
	partnership/ Pvt.Ltd./ PSU/ Govt./ Public	
	Ltd). Certified copy in respect of registration	
	must be enclosed	
5	Years of establishment and experience in	
	business (in number of years)	
6	Annual Turnover in Rs.Lakhs for last five	
	years (Certified copies of Annual statement	
	of accounts i.e., balance sheet & profit loss	
	accounts must be submitted)	
7	GST registration No. (copy to be enclosed)	
8	PAN Card No. (copy to be enclosed)	
9	Details of Bank	
	a) Bank name	
	b) Address of bank	
	c) Account No.	
	d) Type of Account (Current/ Savings)	
	f) MICR No.	
	f) RTGS/NEFT Code	
8	Details of the employees with qualification	
	and experience, with Salary Slips (certified	
	copies to be enclosed as a proof of technical	
	expertise and experience)	
9	Details of the work orders issued by the	
	organizations in particular related to the	
	items for which tenders called for (certified	
	copies to be enclosed as a proof of technical	
	expertise and experience)	

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

Date:	Name of the Authorized Signatory		
Place:	Stamp & Signature		

### BIDDER'S PERFORMANCE STATEMENT FORM (For A Period of Last 5 Years)

Order	Order	Description	Price	Date of	Remarks	Has the specific	Contact
placed by	No.	and		completion	indicating	instrument been	Person
(full	and	quantity		of delivery as	reasons	installed?	Along
address of	date	of ordered		per	for late	satisfactory?	with
purchaser)				Contract/Actual	delivery,	(Attach a certificate	Tel.
-					if any	from the	NO.,
						purchaser/Consignee)	Fax
							No. &
							e-mail
							address
					_		

Date:	Name of the Authorized Signatory
Place:	Stamp & Signature

RECEIPT (For refund of EMD)

mada vida		Only) towards refund of Earnest Money Deposit			
		(details of such deposit, if applicable) against Tende			
Enquiry No:	dated:				
		Affix Revenue			
		Stamp of Rs.1			
Signature Of the authorized signatory:					
Name of Company / Firm's & Address	:				

### DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

I / We			Ma	nufacture / Part	iner(s) /
Authorized Dis	tributer / Agent of l	M/s.			
hereby dec	lare that the	e firm	/ company	namely	M/s.
		has	not been blacklisted	d or debarred in	the past
by Union / State	Government or by any	other organiza	tion from taking par	rt in tenders in In	dia.
Or					
T / XX7 -			Μ	-64 / D4	- (-) /
I / We	D' + '1 +			ıfacturer / Partn	` '
Authorized	Distributer	/	Agent		M/s.
				eclare that the	
company namely				ed or debarred b	
/ State Governme	ent or any organization	from taking par	t in tenders for a per	riod of	years
w.e.f	to	. The p	period is over on		and
now the firm / co	ompany is entitled to ta	ke part in tende	ers.		
		_			
In case the abov	e information found fa	lse I / We are t	fully aware that the	tender / contract	will be
reiected / cancel	led by FCRI and EMD	/ SD shall be f	Forfeited. In addition	n to the above FO	CRI will
•	le to pay the bills for ar				
not of responsi	to to puly the offis for the	ij compieteur	partially completed	Wolli.	
			Name of t	the Authorized S	ignatory
				Stamp & S	•
					9

#### **MANUFACTURERS AUTHORZATION FORM**

Ref. No.		Date: -
OSD to Hon'	College & Research Institute, ble Chief Minister Telangana & dipet District. 502 279.	
Dear Sir / Ma	adam,	
Subject: -	Procurement ofMulugu.	_ (name of equipment, S. No. and Qty) for FCRI,
Ref No.:	FCRI Tender Notice No	·····
		* * *
equipment, v	with S. No. and Quantity) for F istributors / authorized dealers in l	ct of Procurement of(name of CRI, Mulugu. We would like to authorize M/s. who is a business associate partner of OEM india to participate in the above tender and execute
contract for	the services offered against when we here by community	as per terms and conditions of the tender and the this invitation for tender offered by the M/s. nit to the tender terms and conditions and will not nd or during the period of contract.
Thanking you	u,	
		Yours faithfully,
		Name of the company and seal Name, Signature and Designation of the person.
*	authorization letter must be submit athorized competent authority)	ted on letter head of the company and to be signed

#### **SELF – DECLARATION OF PRIME MANUFACTURER**

To,

#### **CERTIFICATE OF PRICE JUSTIFICATION**

[To be given on letter head]

#### **Tender No.:**

I/We, M/s.\_\_\_Certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

[Signatures of the Bidder with Name, Designation & Company's Seal]

#### **CERTIFICATE OF NO DEVIATION**

[To be given on letter head]

Tender No.:	
I/We, M/s	hereby certify that notwithstanding any
contrary indication / conditions elsewhere	e in our offer documents, I/We have neither set any terms and
conditions nor there is any deviation taken	n from the conditions of Forest College and Research Institute,
Mulugu tender specification, either technic	eal or commercial, and I/We agree to all the terms and conditions
mentioned in Forest College and Rese	arch Institute, Mulugu tender specification with associated
amendments & clarification	
	[Signatures of the Bidder with Name, Designation & Company's
	Seal]

#### FORMAT FOR DISTRIBUTOR'S AUTHORIZATION

	Dated:
To,	
The Dean,	
Forest College and Research Institute,	
Mulugu - 502279	
Reference: Tender No.	
	swares, Plasticwares, Molecular Biolgy Reagents or
Consumables, and Gases.	swares, Trasticwares, Wolcediai Biolgy Reagents of
Subject: Distributor's Authorization Letter	
Dear Sir,	
With reference to above mentioned Ran	te Contract, we wish to inform you that our below mentioned
	to make the supplies, to raise the invoices for products
manufactured/marketed by [Name of Manufac	cturer] and collect the payments thereof on our behalf.
1. Name of the firm :	
2. Complete Address :	
3. Contact Person :	
4. Contact No.: :	
5. Email ID: :	
Vou are kindly requested to place your valuab	le orders and to make payment directly to our authorized
distributor for prompt supply.	to orders and to make payment ancesty to our authorized
This authorization will remain valid for whole	contract period.
	[Signature with date, name and designation]
	For and on behalf of Messrs.
	[Name and address of Manufacturer]
	[1. mine and address of management

#### Note:-

- 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- 2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

## Annexure I - List of Brand/ Make of Laboratory Chemicals, Glasswares, Plasticwares, Molecular Biology Reagents or Consumables and Gases

S. No.	Brand/Make
1	Crystallization reagents from Molecular Dimensions. Dealers-
1.	SPTLABTECH
2.	R&D systems
3.	RayBiotech
4.	Elabscience
5.	GeneXplore
6.	Xcelris labs limited
7.	Bionivid
8.	SD Fine (SD Fine Chemicals India Pvt.Ltd.)
9.	Hi Media
10.	SRL (Sisco Research Laboratory Pvt.Ltd.)
11.	Sigma
12.	Genei
13.	Merck (Local)
14.	Merck (Imported)
15.	Fermentas
16.	Puregene
17.	Gilson
18.	FALCON
19.	INVITROGEN THERMO Scientific
20.	Xcelris
21.	Lonza
22.	Lonza (USA)
23.	NEW England Biolab
24.	Biorad
25.	Thermo Fischer
26.	Thermo Fisher
27.	Roche
28.	Applied biosystem
29.	Sigma Aldrich (Sigma Aldrich Chemicals Pvt. Ltd.)
30.	Merk
31.	Cell Signaling Technologies (CST)
32.	Thermo Fisher Scientific
33.	Thermo Fisher Scientific, USA
34.	Abcam
35.	BD biosciences
36.	Enzo

### List of Companies for Laboratory Glassware:

S.No.	Brand/Make
1.	Borosil
2.	Hi-Media
3.	SRL
4.	Corning
5.	Ranchem
6.	VWR
7.	Glassco
8.	Omsons
9.	ASGI
10.	Sabar Scientific
11.	Genexy
12.	Geneie
13.	Rankem India Glass
14.	VWR Avantor
15.	Tarson
16.	Schott-duran
17.	Tensil Lab Glass
18.	J-Sil
19.	Cole-Parmer
20.	Thermo Fisher Scientific (Life Science)
21.	J. J. Labware
22.	JSGW
23.	Hamilton
24.	Supertek
25.	Durasil
26.	Duran

**List of Companies for Laboratory Plasticware:** 

S.No.	for Laboratory Plasticware:  Brand/Make
1.	Tarson
2.	Vwr
3.	Axisafe
4.	J Sil
5.	Thermo Fisher Scientific (Life Science)
6.	Genetix Biotech Asia P. Ltd
7.	Invitrogen Thermo
8.	Genei Laboratories Pvt. Ltd.
9.	APS Life tech
10.	Axiva Pvt.Ltd.
11.	Thermo Fisher
12.	Riviera Duran
13.	SPL (Genetix)
14.	Genexy Scientific Pvt. Ltd.
15.	Sigma Aldrich
16.	Falcon Corning
17.	Abdos Labtech Pvt Ltd
18.	Appendorff
19.	Axygen
20.	Polylab
21.	BR Biochem
22.	Biolite (Thermo Fisher)
23.	Cole Parmar Pvt. Ltd.
24.	G E health care, USA
25.	Whatman
26.	Sartouries
27.	Ginger
28.	Crystallization plasticware from Molecular
20	Dimensions. Dealers- SPTLABTECH
29.	GENETIX
30.	MDI
31.	HI Media
32.	Genaxy
33.	Avantor
34.	Falcon
35.	Eppendorf
36.	TPP
37.	SIGMA MERK
38.	BD BIOSCIENCES
40.	Nunc
41.	Corning  Labware
43.	PlastiX labs
44.	Kasablanka
44.	Kasadialika

#### List of Gas

Sr.	Name
No.	
1	Refilling of Liquid Nitrogen Gas
2.	Oxygen
3.	Helium
4.	Argon
5.	Nitrogen
6.	$CO_2$
7.	NH <sub>4</sub>
8.	Argon + Hydrogen Mixed Gas
9.	Nitrogen + Hydrogen Mixed Gas
10.	Liquid Nitrogen
11.	Dewar for strong Liquid Nitrogen

#### **List of MOLECULR BOLOGY Services**

Sr.	Name
No.	
1	DNA oligo synthesis
2.	RNA oligo synthesis
3.	Gene Sequencing
4.	Plasmid Sequencing
5.	Next generation sequencing and Genomics Services
6.	Proteomic Services
7.	Metabolomic Services