

Radhanagar, VIP Road, West Tripura - 799001

GLOBAL TENDER ENQUIRY (TWO BIDS)

Technical and Financial Bids to be submitted online (CPPP)
as per schedule of requirement

TENDER DOCUMENT

FOR

SUPPLY AND INSTALLATION OF REAL –TIME PCR- AT NATIONAL FORENSIC
SCIENCES UNIVERSITY (NFSU), TRIPURA CAMPUS

Tender No: NFSU-TC/PUR/2024/CPPP/2

Purchase Department
National Forensic Sciences University
Radhanagar, VIP Road,
West Tripura - 799001
Contact No: +91381-231-2525
Email: purchase_tripura@nfsu.ac.in

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The National Forensic Sciences University (NFSU), an Institution of National Importance is the world's first and only Forensic Sciences University established by the Government of India under the Ministry of Home Affairs (MHA), Women Safety Division.

NFSU invites online Bids in two-bid format for the Supply & Installation of “**REAL –TIME PCR-1 Set**” at NFSU, 1 set for Tripura Campus from Original Equipment Manufacturer (OEM)/ Authorized distributors/ Authorized dealer.

TENDER SCHEDULE

Name of Organization	National Forensic Sciences University, Tripura Campus	
Open Tender Notice No. (NIT)	NFSU-TC/PUR/2024/CPPP/2	
Tender Type (Open/Limited/EOI/Auction/Single/Global)	Global	
Tender Category (Services/Goods/Works)	Goods	
Type/Form of Contract(Supply /Auction /Service /Buy /Empanelment /Sell)	Supply	
Product Category/Name	Real –Time PCR	
Is Multi Currency Allowed	No	
Date of Issue/Publishing	05.08.2024 (10:00 Hrs)	
Document Download/Sale Start Date	05.08.2024 (12:00 Hrs)	
Document Download/Sale End Date	03.09.2024 (18:00 Hrs)	
Clarification Start Date	05.08.2024 (12:00 Hrs)	
Clarification End Date	13.08.2024 (18:00 Hrs)	
Last Date and Time for Uploading Bids	03.09.2024 (18:00 Hrs)	
Date and Time of Opening of Technical Bids	04.09.2024 (10:00 Hrs)	
No. of Covers (1/2/3/4)	03	
Bid Validity days (180/120/90/60/30)	180 days	
Delivery	08 Weeks	
Tender Fees	Rs. 1500/-	In form of DD in the name of “Campus Director, NFSU, Tripura Campus” payable at Agartala (Tripura) (Annexure-IV)
EMD	Rs. 50,000/-	
Address of Communication	Purchase Department National Forensic Sciences University, Radhanagar, VIP Road, Agartala West Tripura 799001	
Contact No.	+97-381-231-2525	
Email Address	purchase_tripura@nfsu.ac.in	

Instruction for online Bid Submission

NFSU invites online Bids in two-bid format for the Supply and Installation of “**Real-Time PCR- 1 set for Tripura Campus** as per technical specification given in the **Annexure-I** to the Tender Document. All offers should be made in English and should be written in both figures and words. Tender document can be downloaded from the CPP Portal (<https://eprocure.gov.in/eprocure/app>) and NFSU website (<https://www.nfsu.ac.in/tenders>). The bidders are requested to read the tender document carefully and ensure compliance with all specification/instructions herein. Non-compliance with specification/instructions in this document may disqualify the bidders from the tender exercise. The Campus Director, NFSU, Tripura campus reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained

at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communications from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra / Pantasign etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization name, location, date, value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual report, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
6. The uploaded tender documents become readable only after the tender opening by authorized bid openers.

7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance report/sheet.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315, 0120-4200462, 0120-4001002/5.

General Instruction to the Bidders

1. The tender will be received online through portal <https://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a pre-requisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificate can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under link "Information about DSC".
3. Tenderer are advised to follow the Instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Sd/-

Campus Director

National Forensic Sciences University
Tripura Campus

General Terms and Conditions

1. **Due date:** The tender has to be submitted online before the due date. The offers after the due date and time will not be considered. No manual bids will be considered.
2. **Preparation of Bids:** The offer/bid should be submitted in two bid systems i.e. Technical bid and Financial bid. The Technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e. BoQ_XXXX.
The Technical bid and the Financial bid should be submitted Online.

Note: Comparison of prices will be done ONLY on the bids submitted for the Main Equipment anything asked as 'Optional' in the specs is not to be included for overall comparison.

3. **Tender Fee and EMD:** The tenderer should submit Tender Fee and EMD amount in the form of Demand Draft or Banker's Cheque from any of the commercial banks in favour of "**Campus Director, NFSU- Tripura Campus payable at Agartala (Tripura)** should reach **Purchase Department, National Forensic Sciences University, Radhanagar, VIP Road, Agartala West Tripura 799001** on or before the last date of Bid submission as per schedule. (Ref. Annexure-IV)
4. **Refund of EMD:** The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful installation of the equipment and submission of performance security. The EMD will be refunded without interest.
5. **Opening of the tender:** The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD will be opened as mentioned in tender schedule in presence of bidders' representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidder if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
6. **Acceptance/ Rejection of bids:** The committee reserves the right to reject any or all offers without assigning any reason.
7. **Pre-qualification criteria:**
 - (i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.
 - (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates during the life span of the equipment and extend support for the warranty as well. (Ref. Annexure-III).
 - (iii) OEM should be internationally reputed Branded Company.

- (iv) Non-compliance of the tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between the bidder specification and supporting documents etc. may lead to rejection of the bid.
 - (v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - (vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
8. **Performance Security:** The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount equals to **5%** of the item value within 21 days from the date of receipt of the purchase order and should be kept valid for period of 60 days beyond the date of completion of warranty period.
9. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, act of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall reasonable alternative means for performance not prevented by the Force Majeure event.
10. **Risk Purchase Clause:** In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the rights to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
11. **Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:
- i. Item Nomenclature
 - ii. Order/Contract No.
 - iii. Supplier's Name and Address
 - iv. Consignee details
 - v. Packing list reference number
- The supplier must follow the applicable standards like IS 9313: 1979 etc. for packing and packing material. In the event of breakage or loss to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. NFSU will not be liable to any type of losses in any form.
12. **Deliver and Documents:** Delivery of the goods should be made within a maximum period of 8 weeks , from the date of Purchase Order. The supplier shall also send the following documents with other documents.
- i) 3 copies Supplier invoice showing contract number, goods' description, quantity, unit price, total amount etc.
 - ii) Insurance Certificate if applicable;

- iii) Manufacturer's/Supplier's warranty certificate;
- iv) Inspection Certificate issued by the nominated inspection agency, if any
- v) Supplier's factory inspection report; and
- vi) Certificate of Origin (if possible by the beneficiary)
- vii) Two copies of the packing list identifying the contents of each package.
- viii) The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

13. Installation & Demonstration:

The Supplier is required to complete the installation and demonstration of the equipment within 15 days of the arrival of materials at the consignee's site of installation. Failure to do so will result in the application of the penalty clause, which will be the same as per the supply of materials.

In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. NFSU will not be liable to any type of losses in any form.

- 14. **Extension of delivery & Installation:** If the supplier would unable to complete the order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period before the expire of the delivery period mentioned in the purchase order, it may be extended with justified reasons. In case the supplier would fail to complete the order within the stipulated time, NFSU reserve the right to cancel the contract / order and performance security / EMD may be forfeited.
- 15. **Delay delivery:** If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 0.5% per week and the maximum deduction is 10% of the contract value/price.
- 16. **Prices:** The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges.

Further, depending on the nature of the goods, there may be cost elements towards installation and commissioning; operator's training, and so on. Normally, it may be included in the equipment cost but if it is quoted separately, the same will be added in the item price for the determination of ranking of the bidders.

The Buyer/Committee will have the right to award contracts to different Bidders for being lowest in particular items.

For ranking of offers, price of complete scope of supply as detailed in technical specifications, the procuring authority/Purchaser may decide as follows for comparison of price bid-

- (i) All items of the bid which are mandatorily required to meet the tendered specification of the item/system.

- (ii) If a bidder has put certain items/modules which are required to meet the tendered specification in the 'optional' part of the bid, then such optional items shall also be included for the purpose of price comparison.
- (iii) On the other hand, if a bidder has inadvertently included any item/module in its main price bid which is not required as per tender specifications, then the price of such item/module shall be excluded from the price comparison provided that the price for the said item/module is clearly reflected separately in the bid.
- (iv) Anything asked as 'optional' in our specs is not to be included for overall comparison.

Non-conformities between Figures and words:

Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below:

- (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.
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected.
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

17. Duties:

NFSU is exempted from paying custom duty under notification 51/96 dated 23.07.1996, 43/2017 dated 30.06.2017 and 42/2022 dated 13.07.2017 as amended from time to time. Presently this is valid till 31.08.2025. Please state clearly that this certificate is required.

After taking into account the aforementioned exemption, any remaining payable amount, if applicable, should be settled by the supplier in the first instance. Subsequently, upon submission of the Bill of Entry (BoE), e-receipt, and related documentation, reimbursement will be processed based on the actual expenses incurred. It's important to note that penalties or interest will not be covered by the purchaser/consignee.

Custom clearance charges in case of Imported goods:

The Seller shall responsible for conducting custom clearance (at the port) at their own cost with the help of purchaser/consignee. The necessary documents for custom clearance will be supplied by the purchaser/consignee. The purchaser/consignee will not incur any additional cost/charges for custom clearance, warehouse or related services.

18. Taxes:

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to Purchaser.

19. Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the **Campus Director, NFSU-Tripura Campus** and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him

Willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

20. Jurisdiction/Applicable Law: The contract shall be interpreted in accordance with the laws of the Union of Indian and all disputes shall be subject to place of Jurisdiction (i.e. Agartala (Tripura) INDIA).

21. Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
- The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
- In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
- Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

22. Right to User Defective Goods:

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

23. Supplier Integrity:

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

24. Training:

The supplier shall be required to undertake to provide the technical training to the personnel (technical and end user) to enable them to effectively operate the total equipment at the Purchaser/Consignee's premises, within 07 days after completing the installation of the equipment at the supplier's cost.

25. Incidental Services: The incidental services also include:

- Furnishing of 01 set of detailed operations & maintenance manual.

- Arranging the shifting/moving of the item to their location of final installation within purchaser/consignee premises at the cost of Supplier through their Indian representatives.
26. **Insurance:** The goods to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at purchaser/consignee's site.
- 27. Governing Language:**
The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 28. Manuals and Drawings:**
- (i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
 - (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
 - (iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the Purchaser.
29. **Site Preparation:** The supplier shall inform to the purchaser/consignee about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchaser order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the purchaser/consignee should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the purchaser/consignee site where the equipment is to be installed and may offer his advice and render assistance to purchaser/consignee in the preparation of the site and pre-installation requirements.

30. **Defective Equipment:** If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the purchaser/consignee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms and conditions, Purchaser/Consignee may consider "Banning" the supplier.
- 31. Spare Parts:**
The supplier may be required to provide any or all of the following materials, notification, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and election shall not relieve the Supplier of any warranty obligation under the Contract; and
 - (ii) In the event of termination of production of the spare parts:
 - (iii) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (iv) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

32. Termination for Default:

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

- (i) If the Supplier fails to delivery any or all of the Goods within the period(s) specified in the order or within any extension thereof granted by Purchaser; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- For the purpose of this Clause:

- (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

- In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

33. Warranty:

- (i) Warranty period shall be **Three Year** (03 Year) from the date of installation of Goods at the Purchaser/Consignee site, against the defect of any manufacturing, workmanship and poor quality of components and tenderer also give the guarantee / warranty declaration on the letter head in prescribed format as attached with tender as **Annexure - VIII**. The warranty should be comprehensive on site.
- (ii) The supplier will have to provide **Six (6) free services for maintenance** during the warranty period.
- (iii) The Purchaser/Consignee shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within Two (02) days arrange to repair or replace the defective goods or parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period of correction of defects in the warranty period is Two (02) days. If the supplier having been notified fails to remedy the defects within Two (02) days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

34. AMC/CMC:

- (i) The maintenance charges under different schemes after the expiry of the warranty should be mentioned.
- (ii) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to next Five (05) Years will be started as per the discretion of NFSU-Tc. The AMC/CMC charges will not be included in computing the total cost of the equipment in the financial bid.

35. Payment:

- **Indigenous goods:**
100% payment shall be made within 30 days by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at Purchaser/Consignee site in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in tender terms and conditions.

- **Imported goods:**
 - I. **Letter of Credit:**
 - (i) Letter of Credit will be established on 100% of the Purchaser Order value. 90% of the Net Purchaser Order Value shall be paid on shipment of the equipment and on the submission of the following original documents through bank:
 - a) Air Waybill/ Bill of Lading in Original
 - b) Signed commercial invoice in duplicate for claiming 90% payment.
 - c) Certificate of Country of Origin.
 - d) Packing list in duplicate.
 - e) Provide the manufacture's guarantee certificate and in-house inspection certificate.
 - (ii) Balance 10% of Net Purchaser Order value shall be released after satisfactory installation / testing or commissioning and handing over of the equipment, on the submission of installation report duly certificated by the Purchaser/Consignee, through Bank and on submission of performance bank guarantee. The following documents are required for 10% payment:
 - a) Signed Commercial Invoice
 - b) Acceptance certificate by purchaser
 - c) Submission of performance bank guarantee

In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the LC is also to be extended, but the expense incurred for such an extension (of LC) is to be borne by the supplier.

Or

- II. **Telegraphic Transfer (TT):** 100% payment will be made through TT after delivery and successful installation and on submission of performance bank guarantee.

The payment shall be made after deducting Government dues as applicable.

36. **As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division order (Public Procurement No.1) issued form file No.6/18/2019-PPD dated 23rd July, 2020** regarding Restrictions under Rule 144 (xi) of General Finance Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the

Competent Authority i.e. the Dept. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

“Bidder” (including the term ‘tenderer’, ‘seller’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is the citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of above will be as under: -

- I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profit of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements;
- II. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting along or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of managing official;
- V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The bidder shall ensure to comply with the said order. If the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

37. **User list:** Brochure detailing technical specification and performance, list of industrial, forensic labs and educational establishments where the items enquired have been supplied must be provided (Ref. Annexure- V & VI)
38. **Application Specialist:** The Tenderer should mention in the Techno-Commercial bid the availability and name of Application Specialist and Service Engineers in the nearest regional office. (Ref. Annexure- V)
39. **Compliance report/certificate/sheet:** This report/certificate must be provided indicating conformity to the technical specifications. (Annexure-I)
40. **Certification/Standard/Benchmarks:** The goods must be certified based on applicable standards like ISO, ISI, QCI, BIS or other international standards etc. The certificate for the same should be attached with bidding documents.
41. **Profit/ Loss:** The bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during available last three consecutive balance sheet duly audited and certified by the chartered Accountant (Annexure- VII)
42. **Other Conditions:**
 - I. In case the bidder is silent on any clause(s) mentioned in the tender document, NFSU shall construe that the bidder had accepted the clause(s) as per the tender. No any claim in this regard will be entertained. Further there should be no any counter offer to the general terms and conditions of the tender.
 - II. The provisions of applicable rules (like GFR etc.) of public procurement, issued by Government of India will be applicable on this tender.
43. **Address and Contact details for Inspection, Delivery, Installation and Payment:**

Dr. H.K. Pratihari

Campus Director,

National Forensic Sciences University - Tripura Campus VIP

Road, Radhanagar, Agartala – 799001, Tripura, INDIA

Email: purchase_tripura@nfsu.ac.in

TECHNICAL COMPLIANCE REPORT

TENDER NO:

NAME OF ITEM: Real Time PCR- 1 Set

Manufacturer _____ Brand _____ Model _____

Sr. No.	Technical Specifications	Numeric Values & Other Information	Whether Comply (Yes/No)
(A)	<u>Real Time PCR</u>		
1	The above quoted Real Time PCR System should be validated for use with forensic applications. The supportive document and certification should be attached.		
2	An integrated system for both Real-Time PCR & post-PCR (end-point) analysis using in-built Peltier based PCR Machine with 96 well block format.		
3	The system should be stand-alone system i.e., it should have interactive Touch Screen feature to avoid dependency on computer for operation.		
4	It should have Maximum ramp of the system rate should be 6°C/sec or more.		
5	The instrument should have flexibility to run different samples with varying annealing temperature in same run.		
6	The instrument should have flexibility to either used individual tube, 8 tube strips or 96 well plate		
7	The instrument should be designed to support reaction volumes of 10µl to 100µl.		
8	The instrument should have cloud and wi-fi communication port.		
9	The system should have temperature range of 4°C-99°C.		
10	The systems should have wizard to automatically calculate standards and dilutions, with the ability to set up multiple standard curves.		
11	The instrument should use bright white LED as excitation source. The instrument should include 6 or more decoupled excitation and emission filter sets to enable collection of up to 21 unique combinations of wavelengths during a single run for multiplexing on the 96-well block instrument with whole plate imaging and detection.		
12	The instrument excitation (light source) includes a long-lasting bright white LED (Light Emitting Diode) source that has a median lifetime greater than 5 years.		
13	The instrument should be capable of storing 10Gb or more data on board		
14	The instrument should be capable of performing multiplexing up to six targets in a single tube. The instrument should be open for calibration of new dyes without requiring the addition of new filter sets.		

15	The instrument software should have flexibility of the virtual Standard curve feature which allows the user to input standard curve values (slope and y-intercept), therefore eliminating the need for an in-plate standard curve dilution series.		
16	Support customizable workflow templates. Customize and set up a run by clicking one of the predesigned forensic DNA quantification assay template icons on the home screen. In each template, predefined experimental properties, targets, sample types, and standard concentrations simplify the quantification run setup process. Automatically provides sample quantity and quality.		
17	The instrument software should have specific HID quality flags and analysis summary that allow users to quickly assess the DNA sample quality and identify samples that need further review. Dilution calculation and reaction setup tools should be available to speed up STR analysis workflow information to help maximize data recovery.		
18	The instrument software should have integrated STR sample normalization (dilution) and reaction setup tool. Automated calculation of STR reaction setup volumes based on the quantification data minimizing the potential for errors.		
19	The instrument software should be designed specifically for the forensic DNA analysis applications.		
20	Software should automatically calculate the level of DNA degradation (Degradation Index) and PCR inhibition (IPC Ct) as well as male: female mixture ratios with DNA quantification multiplex kits.		
21	The Validation Certificate should be supplied for equipment in accordance with the DNA Advisory Board (DAB) Quality Assurance Standards and guidelines from the Scientific Working Group on DNA Analysis Methods (SWGDM) to be used for Human Identification testing and Forensic DNA Application.		
22	It should have minimum of 3 year warranty.		

[B]	IMPORTANT TERMS AND CONDITION FOR SUPPLY		
	<p>1. <u>Delivery : (Total 1 set one for Tripura)</u></p> <ul style="list-style-type: none"> Dr. H. K. Pratihari Campus Director (Tripura Campus) Delivery at National Forensic Science University – Tripura Campus VIP Road, Radhanagar, Agartala-799001 Tripura, India. Ph: 0381-231 0006/2525/2828/0009 E-mail: Purchase_tripura@nfsu.ac.in 		
	<p>2. <u>Installation/Inspection:</u> NFSU, Tripura Campus</p>		
	<p>3. <u>DSIR Certificate:</u></p> <p>This University DSIR Certificate to availing the custom duty exemption as per notification of Ministry of Science and Technology, Department of Scientific and Industrial Research Government of INDIA. DSIR No: TU/RG-CDE (1155)/ 2022 Dtd: 16/09/2022 valid up to 31/08/2025.and Notification No: 42/2022-Customs Dtd: 13/07/2022.</p>		
	<p>4. <u>Payment:</u> By NFSU Tripura Campus</p>		
	<p>5. <u>Notification Regarding GST:</u></p> <p>As per Govt. of India Ministry of Finance (Department of Revenue) Notification No: 11/2022-Central tax - (Rate) Dtd: 13/07/2022 Taxes will be livable as per GST prevailing rules and regulation.</p>		

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

(Signature of Bidder)
Name: _____
Seal of Bidder

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER
(On letter head)**

Tender No:

Date:

To,
The Campus Director,
National Forensic Sciences University, Tripura
Campus, Radhanagar Agartala, Tripura -
799001

Sub.: Authorization Letter.

Dear Sir,

We, _____, who are established and reputed manufactures of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor/ agent) to bid and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender/ contract/ agreement by the said M/s. _____, jointly and severally.

We ensure that we would also support/ facilitate the M/s _____ on regular basis with technology/ product updates for up-gradation/ maintains/ repairing/ servicing of the supplied goods manufactured by us, during the life span of the equipment.

In case duties of the Indian agent/ distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**<<Organization Letter Head>>
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to tender (no. _____) specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agreed to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates during the life span of the equipment and extend support for the warranty.

The price quoted in the financial bids is subsidized due to supply to academic/government organization.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to way Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

1	Name of the Vendor/Manufacturer/Agent	
2	Address of the Vendor/Manufacturer/Agent	
3	Contact Number	
4	E-Mail	
5	Contact Person Name	
6	Mobile Number	
7	GST Number of the Vendor/Manufacturer/Agent	
8	PAN of the Vendor/Manufacturer/Agent	

(Signature of Bidder)

Name: _____

Seal of Bidder

Tender No:**TENDER FEES, EMD AND BANK DETAILS****1. Tender Fees**

Amount (Rs.)	
Bank Name	
Branch Name	
DD No.	
DD Date	

Note: Please attach original copy of DD along with this form.**2. EMD**

Amount (Rs.)	
Bank Name	
Branch Name	
DD No.	
DD Date	

Note: Please attach original copy of DD along with this form.**3. Bank Details of Bidder/Tenderer**

Name of Bidder/Account Holder Name	
Email id	
Contact No.	
PAN	
Bank Name	
Account No.	
IFSC	
Type of Account	

Note: Please attach original cancelled cheque along with this form.

(Signature of Bidder)
Name: _____

Seal of Bidder

List of Govt. Organization/Deptt.

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders and work completion certificate)		
Name of Organization	Name of Contact Person	Contact No.

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.			
Name of Organization	Name of Contact Person	Contact No.	Email ID

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No.: _____

PREVIOUS SUPPLY ORDER DETAILS

Name of the Firm _____

Order Placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of order equipment	Value of order	Date of Completion of delivery as per contract	Has the equipment been installed satisfactorily (Attach a Certificate from the Purchaser/Consignee)	Contact person along with Telephone No., Fax No. and email address

Signature and Seal of the Manufacturer / Bidder

Place: _____

Date: _____

(To be issued by Practising Cost/Chartered Accountant On the Letter Head)

CERTIFICATE OF TURNOVER/PROFIT

This is to certify that M/s _____ (Agency Name & Address) is in the business of **Manufacturing / Reselling of Equipments / Services/ _____**. Their Turnover and Profit in each Financial Year during the preceding 03 (Three) years are as given below:

<u>Year</u>	<u>Turnover (In Rupees)</u>	<u>Profit after Tax</u>
FY 2020-21		
FY 2021-22		
FY 2022-23		

This is further to certify that the above turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under PAN _____.

Place:

Date:

Seal and Signature of Cost/Chartered Accountant

**Certificate of Guarantee/Warranty
(on letter head)**

I / We certify that the guarantee / warranty shall be given for a period of **03 (Three Year)** starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of successful installation. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

I / We shall try to repair the equipment at purchaser/consignee premises. However, in case it is not possible to repair the equipment at purchaser/consignee premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the purchaser/consignee after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to purchaser/consignee for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the purchaser/consignee reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. The expenses of the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the purchaser/consignee premises. I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to purchaser/consignee so that purchaser/consignee may undertake to procure the balance of the life time requirements of the spare parts.

HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We _____ hereby certify that the prices quoted by us in Tender No. _____ are not higher than the prices:
{a} Charged by us to wholesalers or for institutional supplies;
2. I/We further certify that I/We have not supplied or quoted for any item Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of 180 days preceding the last date of submission of the tender.
3. I/We further certify that I/We have not supplied or quoted for any item Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of validity of the offer.
4. I/We also undertake to bring to the attention of the **Campus Director**, NFSU, Tripura Campus any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the **Campus Director**, NFSU, Tripura Campus with regards to the determination of quantum payable shall be final.

Date:

(Signature of Bidder)

Name: _____

Seal of Bidder

BID SUBMISSION

Online Bid Submission:

The Online Bid (complete in all respect) must be uploaded online in two Envelops as explained below:

Envelope – 1			
(Following documents to be provided as single PDF file)			
Sr. No.	Document	Content	File Types
1.	Technical Bid (Technical Specification qualification)	Compliance Sheet/Report (Annexure-I)	.PDF
2.	Technical Bid	Manufacturer's (OEM) Authorization Letter (Annexure-II)	.PDF
3.		Organization Declaration (Annexure-III)	.PDF
4.		Technical literature/ leaflets, ISO/ISI/Other certification and complete specification of quoted model(s) along with commercial terms and conditions	.PDF
5.		Scanned Copy of Tender Fees, EMD along with Annexure-IV (Note: It is required to submit the same in original in sealed envelope at the following address on or before closing date: Purchase Department, National Forensic Sciences University, Radhanagar, VIP Road, Agartala, Tripura-799001.	.PDF
6.		List of organizations/ clients where the same products have been supplied (in last three years) along with their contact number(s). (Annexure-V)	.PDF
7.		Previous Supply Order (Annexure-VI)	.PDF
8.		Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of last three financial years along with ITR and Annexure-VII	.PDF
9.		Certificate of Guarantee/Warranty (on letter head) as per Annexure-VIII	.PDF
10.		The tenderer should furnish a certificate that the rates quoted by the tenderer are not more than those quoted to any other organization in India or abroad during the last one year (Annexure-IX)	.PDF
Envelope-2			
Sr. No.	Document	Content	File Types
1.	Financial Bid	Price bid should be submitted in given BoQ_XXXX.xls format. (Note: Comparison of prices will be done ONLY on the bids submitted for the Main Equipment anything asked as 'Optional' in the specs is not to be included for overall comparison.)	.XLS

Sd/-

Campus Director

National Forensic Sciences University
Tripura Campus