

निविदा दस्तावेज
TENDER DOCUMENT

के लिये
FOR

FOR CONCLUSION OF ANNUAL RATE CONTRACT

FOR PURCHASE OF

Medicines for Rare Genetic Diseases under the National
Rare Disease Policy of Government of India

TENDER ENQUIRY REF. NO. CDFD/PUR/2023-24/MED/RC/IND-18202



CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS (CDFD)

INNER RING ROAD, UPPAL, HYDERABAD (TELANGANA) INDIA - 500 039

Contact Details

In-charge - Stores & Purchase
Centre for DNA Fingerprinting and Diagnostics
Department of Biotechnology (DBT)
Ministry of Science & Technology, Govt. of India,
Inner Ring Road, Uppal, Hyderabad - 500 039 (Telangana) INDIA
Ph: +91-40-27216020, 6025
e-mail: purchase@cdfd.org.in, pkiran@cdfd.org.in

TENDER INVITATION

Sealed Tenders are invited on behalf of the Director, Centre for DNA Fingerprinting and Diagnostics, (CDFD), Inner Ring Road, Uppal, Hyderabad- 500 039, Telangana, India, for entering into an **Annual Rate Contract (ARC)** on NDP basis with best applicable discounted prices / *Institutional Prices* / *Hospital Prices* for the supply of “**Medicines for Rare Genetic Diseases under the National Rare Disease Policy of Government of India**”.

S. No.	Description of item	File No.	Bid Type	EMD Amount (Rs.)
1	<u>RATE CONTRACT FOR THE FOLLOWING:</u> Medicines for Rare Genetic Diseases under the National Rare Disease Policy of Government of India	CDFD/PUR/2023-24/MED/RC/IND-18202	SINGLE BID SYSTEM	NIL

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



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

इंनर रिंग रोड, उप्पल, हैदराबाद - 500039

Inner Ring Road, Uppal, HYDERABAD - 500039

(तेलंगाना राज्य) भारत

(Telangana State) India

फ़ोन/Ph: 91-40-27216020

इ-मेल/e-mail: purchase@cdfd.org.in, pkiran@cdfd.or.in

File Ref. No. CDFD/PUR/2023-24/MED/RC/IND-18202

Date: 12-06-2023

निविदा आमंत्रित सूचना
NOTICE INVITING TENDER

Sealed Tenders are invited on behalf of the Director, Centre for DNA Fingerprinting and Diagnostics, (CDFD), Inner Ring Road, Uppal, Hyderabad- 500 039, Telangana, India, for entering into an **Annual Rate Contract (ARC) on NDP basis with best applicable discounted prices / Institutional Prices / Hospital Prices** for the supply of “**Medicines for Rare Genetic Diseases under the National Rare Disease Policy of Government of India on RC basis**”.

काम की गुंजाइश **Scope of work** : Supply of “**Medicines for Rare Genetic Diseases under the National Rate Disease Policy of Government of India on RC basis**”.

इच्छुक योग्य बोलीदाता हमारी वेबसाइट से पूर्ण बोली-प्रक्रिया दस्तावेज मुफ्त में डाउनलोड कर सकते हैं । Interested eligible bidders may download free of cost the complete bidding documents from our Website (<http://www.cdfd.org.in>) as well as from Central Public Procurement Portal: www.eprocure.gov.in.

निविदाएं एकल बोली में जमा की जाएंगी । Tenders shall be submitted in Single bid.

Due Date for Receipt of Tenders: 05-07-2023 @ 2.30 pm

Opening of Bids: 05-07-2023 @ 3.00 pm at Committee Room, Stores & Purchase Section, Cellar, CDFD, Inner Ring Road, Uppal, Hyderabad.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH, the submission/opening of the tender will be on the next working day as per the time scheduled.

The sealed cover duly super-scribed with **Tender No. CDFD/PUR/2023-24/MED/RC/IND18202, Due on 05-07-2023 @ 2.30 pm** containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, CDFD, Inner Ring Road, Uppal, Hyderabad **on or Before 2.30 PM of 05-07-2023**. The Tender document at any cost should not be handed over to any person.

The Director, CDFD reserve the right to not to lowest Tender accept the highest discounted off or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are also liable to be rejected.

Bidders sending their quotations through courier / postal services should ensure to send the same well in advance as CDFD does not take any responsibility for late receipt of quotes due to postal / courier delays.

It may be noted that the **Rate Contract** shall be concluded on a **fixed price basis** which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business.

The Rate Contract (RC) shall be valid as long as the **(Institutional Prices /Hospital Price list) are valid.**

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Chapter – I

IMPORTANT TERMS & CONDITIONS:

1. Bidders shall satisfy the requirements of a **Class I Local supplier** and **Class II Local supplier** issued in pursuance of **'Make in India' policy vide Order No. P-45021/2/2017-PP (BE-II), dated 16th September, 2020** of Ministry of Commerce and Industry, Government of India, as amended from time to time. Bidder may please refer said order dated **16th September, 2020** for further details.

'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

'Class – I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' in the said order dated 16th September, 2020.

'Class – II Local supplier' – means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under said order dated 16th September, 2020.

'Non – Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for **'Class-I local supplier'/'Class-II local supplier'** respectively.

Note- Bidder is required to indicate percentage of local content and provide self-certification the items offered meet the local content requirement for **'Class – I Local Supplier' /'Class – II Local Supplier'** as the case may be. Further, the bidders shall also give details of the **location(s)** at which the local value addition is made. Only **'Class – I Local Supplier' /'Class – II Local Supplier'** as defined under said **"Make in India"** order dated **16.09.2020** shall be eligible to submit **RC offers**. Hence, offers from **'Non – Local Supplier'** or products not complying with the requirement of **Class I Local supplier** and **Class II Local supplier** shall not be considered of issue of RC Contract.

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Verification of local content:

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
 - ii. On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

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- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

2. Requirement of Registration Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- II. "Bidder" (including the term 'tenderer', '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 falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India "for the purpose of above order/ this tender means: -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country: or
 - e. An Indian (Or other) agent of such an entity or
 - f. A natural Person who is a citizen of such a country; or
 - g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The Beneficial owner for the purpose of (iii) above will be as under:
- a. 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 exercises control through other means.

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Explanation-

- a. **‘Controlling ownership interest’** means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
 - b. **‘Control’** shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;
-
- b. In case of a 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;
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone 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.
 - d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e. 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.
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- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - VI. 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.

Bidders are requested to submit the prescribed Certificate as per **Annexure VI**.

3. In case bids are submitted by dealer of **‘Class I Local Supplier’ / ‘Class II Local Supplier’**, specific **Manufacturer’s Authorisation Form (MAF)** shall be submitted along with the Tender

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- a. Only one 'Class I Local Supplier' / 'Class II Local Supplier' (or) the duly authorized dealer can quote. If both 'Class I Local Supplier' / 'Class II Local Supplier' and dealer quote for the same tender, both their tenders will be rejected.

The tenderer (i.e. Original Manufacturer or Authorised Dealer) are requested to submit their offer in their own letter head, neatly typewritten without any overwriting. The Tenderers shall have to indicate clearly the brand/ make of the product(s) for which they are submitting the RC proposal.

4. The bid shall be submitted as per **BID FORMAT** enclosed at **Annexure – II**.

5. Evaluation of the bids

- 6.1 The evaluation of the bids shall be done based on requirement of CDFD and any decision taken by CDFD into the matter will be final and binding.
- 6.2 The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids and unsigned bids shall be rejected as non-responsive without any further evaluation.
- 6.3 Bids not supported by the eligibility criteria shall be summarily rejected.
- 6.4 Bidders may be called for discussion /clarification/ further discount before the finalisation of rate contract, if considered necessary by CDFD.
- 6.5 All the bids where the **maximum discount on NDP Price/ Price List/Institutional Price/Hospital Price** is offered shall be processed for finalisation of the rate contract.
- 6.6 ***A Certificate to the effect that "Rates charged are not more than those offered to any Institution/Govt.Hospital" that shall be submitted along with the bid.***

6. PRICE

- 8.1 **Prices** Must be quoted on the basis of Discount on **Net Dealer Price (NDP)** for each category of items in terms of Percentage (%) discount on NDP. **Additional Dealer Discount** may also be mentioned clearly wherever applicable.
- 8.2 The bidder must undertake that the prices mentioned in their pricelist are firm and valid till end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices during the contract period the same should be notified to CDFD. Alongside, if any special promotional marketing scheme(s) is/are launched from time to time, the same must be made available/ intimated to CDFD, Hyderabad.
- 8.3 The bidder should ensure that the prices quoted are **FOR, CDFD, Hyderabad, basis**, including its unloading at CDFD as per the details given in CDFD Purchase Order (PO) and inclusive of all taxes and duties. In case of **temperature controlled products**, necessary precautionary measures shall be taken so by the supplier that the item(s) remain in the specified temperature till its delivery to the CDFD end user.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

8.4 The prices remain **fixed** during the currency of RC and the end users of the Institute shall be invariably offered agreed benefits of Rate Contract item(s) even in cases of cash purchase by CDFD user in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved by CDFD under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract to any other organisation / user, the RC prices/ orders shall be modified suitably without any intimation to the bidder.

8.5 The bidder shall submit the bid of pricelist to the following address.

Incharge - Stores & Purchase
Centre for DNA Fingerprinting and Diagnostics
Department of Biotechnology,
Ministry of Science & Technology, Govt. of India
Inner Ring Road, Uppal, Hyderabad – 500 039 (Telangana) INDIA
Ph: +91-40-27216020, 6025
e-mail: purchase@cdfd.org.in, pkiran@cdfd.org.in

8.6 The prices quoted must include the prices of goods up to CDFD inclusive of freight, insurance up to CDFD, charges for dry ice or any incidental charges.

7. Purchase Orders under the rate Contract

9.1 Bidders may note that mere conclusion of Rate Contract does not guarantee placement of purchase order or any assured quantity of business during the contract period, rather the orders shall be placed based upon need and suitability of offered items by CDFD.

9.2 Purchase Orders placed till the last working day of the Rate Contract should be honoured and executed under the rate contract without any need for extension of the rate contract or change of price.

8. Product Quality

The manufacturer/bidder should give an undertaking stating that the products they are offering are of good quality, new, unused, genuine and as per standard specifications. In case it is found that the product is old or spurious, the bidder shall be barred from doing any business with CDFD for a period which will be determined by competent authority. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the Catalogue no., quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at 'free of cost' by the bidder. In case after receipt and inspection of material or during its usage, any defect is found in the quality of material, the supplier shall have to provide free replacement of the supplied material or he shall have to refund the amount charged towards the same.

9. Order amendments

On receipt of the Purchase Order, the Bidder shall check the correctness of the **product code, rates and other terms and conditions** of the Purchase Order. In case of any discrepancy/ corrections the same should be immediately brought to the notice of the CDFD immediately for the issue of necessary amendment of PO strictly as per RC terms only.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

10. Delivery

- 12.1 The ordered items must be delivered at CDFD unless otherwise specified in the purchase order within a period of **FOUR (04) Weeks** from the date of issue of purchase order. Supplies are normally accepted on all working days from **10:30 AM to 5:00 PM** except on Saturday, Sunday and other public holidays. In case of deviation in **delivery timeline** due to any specific issue in an individual case, the bidder must seek prior written approval of CDFD to extend the same, failing which LD may be invoked for such delayed delivery and PO itself can be cancelled at the discretion of CDFD.
- 12.2 All the perishables/hazardous / fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically indicate that goods being supplied are perishables/hazardous / fragile with advance written intimation to this office.
- 12.3 The bidder can execute the supply of the ordered material in a staggered manner only with prior written permission of CDFD and maximum of **three** staggered deliveries can be allowed per purchase order within the delivery schedule, if approved by CDFD specifically. But, in case of perishables, hazardous consumables, the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use under intimation to CDFD Purchase Section.
- 12.4 **Among the medicines supplied that any medicines nearing expiry shall be replaced.**
- Expiry date minimum of one year is required.
 - If asked CDSCO / USFDA certificate of particular drug should be submitted by the Vendor.
 - Drug license is mandatory
 - Before making contract drug formula, quantity and quality will be cross checked.

Indenter has right to refuse the material, if it is not meeting the above said

requirements.

- 12.5 **LATE DELIVERY:** The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of **0.5 (zero point five) per cent** of order value **per week** of delay subject to a **maximum of 10 (ten) per cent** shall be levied in cases where ordered goods are delayed beyond the schedule delivery period. Beyond this the Supply Order is liable to be treated as cancelled at the discretion of Director CDFD. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the firm. LD shall not apply in case the extension is approved by the Competent Authority, CDFD.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

13. Payment

- 13.1 Payment for supplies will be made on Bill Basis after supply and acceptance. Normally 100% payment against a **pre-receipted bill** in triplicate (duly stamped) should be made within 30 days after receipt of materials if found in order, in quality and in quantity. Supplies will be made promptly within the delivery schedule. For local supplies, the payment will be made only after satisfactory supply at CDFD and after certification by our user expert/scientist. **Kindly supply the material in one lot of any P.O. If you are unable to supply in single lot then you can supply twice or thrice the single bill may be raised and submitted with supporting delivery challans.**
- 13.2 No advance payment shall be made for part supplies under normal circumstances. CDFD reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or also reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract at the discretion of the Competent Authority, CDFD.
- 13.3 **TDS/ TCS** will be deducted as per applicable statutory provisions as per instructions issued by the Govt. from time to time. CDFD GST No. is **36AAATC2727J1ZT**.

14. Fall Clause:

- 14.1 The proposed rate contract shall be guided by the **FALL CLAUSE** wherein if the Rate Contract (RC) holder / bidder undertakes to reduce price or sells or even tenders to sale the rate contract goods following conditions of sales of same / similar to those of the rate contract to any other person or organization during the currency of the rate contract. Accordingly, the rate contract prices will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly at reduced price offered by Rate Contract holder / bidder to any other third party / organisation. This includes products uploaded by the bidder's authorized dealer on **GeM** and other parallel rate contract holders, if any.
- 14.2 An **undertaking** is required to be given by all the manufacturers / bidder that the rates offered by them are not more than the rate offered to any other DBT/Government agencies/Institution and the discount offered is not less than the discount offered to any other DBT/ Government agencies/Institution. In case any such discrepancy is noticed at any point of time manufacturers / bidder shall undertake to refund the difference amount to CDFD, Hyderabad and also rate contract is liable to be cancelled at the discretion of the Competent Authority, CDFD.

15. Discount

- 15.1 The bidder shall offer a **FIXED DISCOUNT** applicable on the **list price/ NDP** applicable in BOQ (price bid). The discount must be indicated in the BOQ (Price Bid). **Bidder shall also upload pdf/scanned copy of offered discount structure in their letterhead strictly in conformity with BOQ** duly signed and stamped by their authorized representative along with their e-bid for reference, particularly in cases where bids are submitted for multiple category with **different discount structure** for each category to ensure clarity.

बोलीदाता का हस्ताक्षर
Sign. of Bidder

15.2 The percentage of **discount** must be mentioned in **words** as well as **figures**.

16. **Parallel Rate Contract:** CDFD reserves the right to conclude more than one rate contract for the same Brand/ product and has the option to re-negotiate the price(s) with the rate contract holder(s).

17. **Prices shall be quoted in Indian Rupees only. Bids in currency other than Indian Rupee (INR) will be REJECTED summarily / ab initio as unresponsive.**

18. The critical dates are as per the CPPP system generated date sheet.

19. **VALIDITY OF RATE CONTRACT:** The Rate Contract (RC) will be valid as long as Institutional Prices/Hospital Prices are valid.

20. **RENEWAL OF RATE CONTRACT, IF ANY:** The Annual Rate Contract can be extended for a further period of **THREE MONTHS** on mutually agreed terms and conditions between both the parties and on satisfactory performance subject to applicability of Price Fall Clause.

21. **TERMINATION OF RATE CONTRACT (RC)**

The Rate Contract can be terminated by either of the parties with **30 Days** prior notice in writing. However, in exceptional cases CDFD reserves the right to terminate the rate contract at any point of time without any notice in case the performance of the Tenderer is found consistently unsatisfactory or due to the serious lapse on the part of the Tenderer. CDFD is not bound to assign any reason of termination of RC and decision taken by CDFD into the matter will be final and binding.

22. Vague terms like “packing forwarding transportation etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such tender shall be treated as incomplete and rejected.**

23. **REASONABILITY OF PRICES:**

The material will not be supplied by the vendor less than the Rate Contract prices to any other Govt. Institution. If the same is found, the proportionate recoveries will be made.

24. **Copies of Rate Contract with other DBT Labs./Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender.**

25. The bidder should submit a certificate stating that maximum discount is being given and no other Government Organization including DBT is being benefited more than this discount (Annexure V).

बोलीदाता का हस्ताक्षर
Sign. of Bidder

26. The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned wherever applicable. The bidders may tender a separate discount/price for bulk purchases and also define the quantity to be treated as 'bulk'. Special/ promotional offers or end of season sales in addition to RC discount shall be processed based as individual offer, subject to its acceptance by CDFD to avail such special/ promotional offers.
27. The bid has to be valid for **90 days** from the date of opening.
28. Conditional tender shall not be accepted.
29. An undertaking must be submitted by the bidder, with the tender document, that the product offered for rate contract are not uploaded on GeM portal (Annexure IV). If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned/highlighted/star marked in the pricelist. Any changes in this regard during currency of RC must be brought into the notice of CDFD by the bidder to get such items deleted from RC List.

30. Code of Integrity

A. The bidders/suppliers should sign a declaration about abiding by the **“Code of Integrity for Public Procurement”** in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

B. Code of integrity for Public Procurement:

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

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Sign. of Bidder

- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

C. Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming 14 under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

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Sign. of Bidder

D. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Bidders are requested to submit the prescribed Certificate as per **Annexure VII**.

32. Settlement of Disputes

- 32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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Sign. of Bidder

32.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in 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.

32.5 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b)	the Purchaser shall pay the Supplier any monies due the Supplier at the discretion of Director, CDFD

33. All disputes are subject to applicable Indian law and jurisdiction of competent local court at **Hyderabad, Telangana, India, only.**

34. Normally, no condition of the tender shall be relaxed. However, the Director, CDFD may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The Director, CDFD reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.

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Sign. of Bidder

Note:

- 1) All the standard formats are scanned and attached for the reference of the bidders.
- 2) Interested bidders are hereby requested to submit a separate quotation for every brand.

The Bid must be accompanied with prescribed documents, as indicated in **Annexure I to Annexure VII**, failing which the bid shall be considered as Non-responsive.

धोषणा DECLARATION

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

Sign. of Bidder

Name:

Company Seal:

मूल्य सूची PRICE SCHEDULE

Sl. No	Item Description	Qty	Unit / Price	Discount	Taxes (if any)	Total Amount
I						
1.	Phenylketonuria (PKU) diet - Stage 1					
2.	Phenylketonuria (PKU) diet - Stage 2					
3	Isovaleric acidemia (IVA) diet - Stage 1					
4	Isovaleric acidemia (IVA) diet - Stage 2					
5	Tyrosinemia diet - Stage 1					
6	Tyrosinemia diet - Stage 2					
7	Glutaric aciduria I (GA1) diet - Stage 1					
8	Glutaric aciduria I (GA1) diet - Stage 2					
9	Methyl malonic aciduria/ Propionic acidemia (MMA/PA) diet - Stage 1					
10	Methyl malonic aciduria/ Propionic acidemia (MMA/PA) diet - Stage 2					
11	Maple Syrup Urine Disease (MSUD) diet - Stage 1					
12	Maple Syrup Urine Disease (MSUD) diet - Stage 2					
13	MCT enriched low fat high carbohydrate diet					
14	Urea cycle defect (UCD) diet - Stage 1					
15	Urea cycle defect (UCD) diet - Stage 2					
16	Low protein supplements (LPS)					
17	Low protein flour					
18	Alpha1-Proteinase inhibitor					
19	Enzyme replacement therapy for A1AT Deficiency					
20	Pegademase					
21	Enzyme replacement therapy for ADA Deficiency					
22	Agalsidase beta					
23	Enzyme replacement therapy for Fabry disease					
24	Idursulfase					
25	Enzyme replacement therapy for Hunter syndrome, MPS II					
26	Elosulfase alfa					
27	Enzyme replacement therapy for Morquio Snyderome A					
28	Galsulfase					
29	Enzyme replacement therapy for Maroteaux-Lamy syndrome					
30	Sebelipase alfa					
II	Other Requirements, if any, please list out					
III	Payment Terms					
IV	Delivery Schedule					
V	Validity					

GRAND TOTAL: In Figures _____

In Words: (In Rupees _____)

Note: The Bidder may please fill in this form or the same may be typewritten on the Letter Head of the Bidder exactly as per the above format and submit the same as per the instructions given in the tender document.

The price with following details for entire range of products - shall also be submitted.

- | | | | |
|-------------------------------|-----------------|---|---------------------|
| a. Category | b. Sub-Category | c. Catalogue No. | d. Item Description |
| e. HSN Code | f. Item type | g. Item Unit | h. Item Rate |
| i. Discount in percentage (%) | | j. Applicable IGST / GST percentage (%) | |

No other **non-consumable items** should be mentioned along with quoted items.

Annexure-I

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm].

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of _____ pages

01.	Bidder's Legal Name [insert bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended country of registration]
04.	Bidder's Year of Registration: [insert bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]
06.	Bidder's authorised representative information Name: [insert authorised representative's name] Address: [insert authorised representative's address] Telephone/Fax numbers: [insert authorised representative's telephone/fax numbers] Email Address: [insert authorised representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

Format for declaration by the Bidder on
Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules
(GFRs), 2017

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Ref. No: _____

Date _____

To,

The Director,
CDFD,
Hyderabad- 500039.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby undertake that *“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.*

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

Director,
Centre for DNA Fingerprinting and Diagnostics (CDFD),
Inner Ring Road, Uppal,
Hyderabad- 500039, India.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a.
- b.
- c.

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Declaration on non-availability of offered item in GeM

Ref. No: _____

Date _____

To,

Director,
Centre for DNA Fingerprinting and Diagnostics (CDFD),
Inner Ring Road, Uppal,
Hyderabad- 500039, India.

This is to certify that M/s. _____ is currently not selling the **offer item consumables** offered to your Institute under proposed Rate Contract (RC) **are not uploaded on GeM portal** by either directly by Manufacturer or through duly authorized dealer/ distributor of the original Manufacturer*.

Authorised Signatory

Name: _____

Designation: _____

(*If some products of catalogue are offered on GeM, a list of such items (which are available on GeM) must also be furnished with the tender or the same must be mentioned/highlighted/star marked in the pricelist.)

Format for declaration by the Bidder for Reasonability of Prices
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To

Director,
Centre for DNA Fingerprinting and Diagnostics (CDFD),
Inner Ring Road, Uppal,
Hyderabad- 500039, India.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby certify that the price/s offered vide our Quotation No. _____ dated _____ is reasonable.

We further certify that the quoted **NDP prices** offered under Rate Contract (RC) are the minimum and we have not quoted the same item/s on lesser rates than those being offered to CDFD, to any other customer or Govt./ DBT organisation.

Further, we **maximum discount on NDP prices** has been offered, which is not less than discount offered to any other customer or Govt./ DBT organisation.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for Self Certification by “Class I Supplier or Class II supplier” regarding Local Content

(To be provided by the supplier on letter head duly signed by the authorized signatory along with seal of the firm. In case procurement value in excess of 10 Crore, Class I Supplier or Class II supplier is required to provide Certificate issued by Statutory Auditor or Cost Auditor of the Company.)

Date: _____

I _____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That I have gone through the terms and conditions of the Make in India policy of the Government of India issued vide Notification – Public procurement (preference to Make in India) Order No. P-45021/2/2017 - PP (BE-II) dated 16.09.2020 agree to abide by the same.

That the information furnished on behalf of my firm hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content on behalf of the Govt. of India/ DBT.

That the local content for all inputs for offered Medicines.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per said Order No. P-45021/2/2017/ -PP(B.E-II) dated 16.09.2020.

I agree to maintain the following information in the Company’s record and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued

- iii. Certificate issued for all R & D Consumables offered under RC - Yes /No.
(Please delete /strike off items not falling in this category in RC offer)
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed - _____%
- vi. Name and contact details of the unit of the manufacturer where value addition is made

Signature

Date:

Place:

CERTIFICATE FOR CLASS-I OR CLASS-II LOCAL SUPPLIER
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To

Director,
 Centre for DNA Fingerprinting and Diagnostics (CDFD),
 Inner Ring Road, Uppal,
 Hyderabad- 500039, India.

Sir,

We hereby declare that the items under our Quotation No. _____ in the brand name of _____ are manufactured at _____.

Hence, its contains the local content of

- a) More than 50%
 - b) More than 20% and Less than 50%
- Strike out whichever is not applicable*

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt. of India.

The value addition for the local content is done at (Name of the place) _____.

The Country of Origin of the item(s) is/are _____.

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder of its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the Certificate is found to be incorrect.

Yours sincerely,

Signature
 (Name of the Authorized Signatory)
 Company Seal

Note: The certificate may be prepared under Letter Head of the Vendor and submitted duly signed by the authorized signatory.