

CENTRAL FORENSIC SCIENCE LABORATORY
DIRECTORATE OF FORENSIC SCIENCE SERVICES
MINISTRY OF HOME AFFAIRS
GOVERNMENT OF INDIA
CFI'S COMPLEX, SECTOR-36 A, CHANDIGARH-160036

PHONE NO:0172-2615068 FAX:0172-2605923 MAIL: cfsl-chd@nic.in

NOTICE FOR E-TENDERING

NO.CFSL/ADVANCED DNA LAB/2018

DATED:

TENDER DESCRIPTION

CFSL CHANDIGARH INTENDS TO INVITE SEALED TENDERS IN THREE BID SYSTEMS (PRE-QUALIFICATION, TECHNICAL AND FINANCIAL BID) FROM THE REPUTED MANUFACTURES/FIRMS FOR ESTABLISHMENT OF ADVANCED DNA LABORATORY AT CFSL CHANDIGARH FOR THE ANALYSIS OF 2000 CASES PER YEAR RELATED TO THE SAMPLES OF SEMEN, BLOOD, SALIVA, TOOTH, BONES, HAIR, TISSUES ETC. VARIOUS KINDS OF INSTRUMENT/EQUIPMENT/CONSUMABLES REQUIRED FOR AUTOSOMAL STR, X-STR, Y-STR & MITOCHONDRIAL DNA SEQUENCING. THE PARTICIPATING MANUFACTURERS/FIRMS SHOULD PROVIDE THE FOLLOWING INFORMATION CLEARLY IN THEIR TENDER DOCUMENTS:

1. THE TYPE OF FIRM i.e. PROPRIETORSHIP, PARTNERSHIP, PRIVATE LIMITED, LIMITED COMPANY ETC. ALONG WITH LIST OF ITS DIRECTORS, LIST OF SIMILAR WORK COMPLETED DURING THE LAST FIVE YEARS GIVING THE COST, LOCATION AND DATE OF COMMENCEMENT AND COMPLETION FOR EACH WORK WITH PERFORMANCE CERTIFICATE AND YEARLY TURNOVER.
2. DETAILED ADDRESS OF THE CONTACT PERSONS ALONG WITH THEIR TELEPHONE NUMBERS AND EMAIL IDs.
3. DETAILS OF WORK IN HAND, COPIES OF LATEST INCOME TAX CLEARANCE CERTIFICATE, SALES TAX REGISTRATION CERTIFICATE, PERMANENT ACCOUNT NUMBER, LIST OF EQUIPMENT AND MACHINERY, TESTING FACILITIES, NAMES AND QUALIFICATIONS OF PROFESSIONALS AND TECHNICAL PERSONNEL WHO HAVE BEEN IN THIS EMPLOYMENT FOR MORE THAN TWO YEARS.
4. DETAILS REGARDING SERVICE SUPPORT AFTER INSTALLATION ETC.
5. LIST OF ARBITRATION CASES, PROJECTS ABANDONED AND LEGAL CASES PENDING IN THE COURTS INVOLVING THE APPLICANT TOGETHER WITH THE STATUS OF THE CASES MAY BE FURNISHED.

BIDDERS CAN APPLY **ONLINE** FOR THE WHOLE OR PART ITEMS (EQUIPMENTS/INSTRUMENT/CONSUMABLES) AND SUBMIT THE BIDS ACCORDINGLY IN THREE BID SYSTEMS (PRE-QUALIFICATION, TECHNICAL AND FINANCIAL BID) IN SEALED ENVELOPES, DELIVERED TO THE ADDRESS GIVEN BELOW BY **06.07.2018**. APPLICATIONS RECEIVED AFTER FIXED DATE AND TIME SHALL NOT BE CONSIDERED AND SHALL BE REJECTED. EACH APPLICATION MUST BE CLEARLY MARKED AS "PRE-QUALIFICATION, TECHNICAL BID, FINANCIAL BID FOR ADVANCED DNA LABORATORY AT CFSL, CHANDIGARH". IF ANY INFORMATION FURNISHED BY THE APPLICANT IS FOUND INCORRECT AT A LATER STAGE, HE SHALL BE LIABLE TO BE DEBARRED FROM TENDERING FOR FUTURE WORK. DIRECTOR, CFSL, CHANDIGARH RESERVES THE RIGHT TO REJECT ANY OR ALL PROSPECTIVE APPLICATIONS WITHOUT ASSIGNING ANY REASON THERE OF AND TO RESTRICT THE LIST OF PRE-QUALIFIED APPLICANT TO ANY NUMBER DEEMED SUITABLE. THE TENDER DOCUMENT AND OTHER DETAILS CAN BE DOWNLOADED EITHER FROM CFSL, CHANDIGARH WEBSITE www.cfslchandigarh.gov.in OR FROM THE CENTRAL PUBLIC PROCUREMENT PORTAL www.eprocure.nic.in AT THE COST OF RS. ONE THOUSAND ONLY IN THE FORM OF DEMAND DRAFT IN FAVOUR OF THE PAY AND ACCOUNTS OFFICER, DCPW, NEW DELHI ALONG WITH DULY FILLED HARD COPY OF THE TENDER DOCUMENTS.


HOD(ADMN), CFSL, CHANDIGARH

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CFIS COMPLEX, SECTOR 36A, CHANDIGARH -160036.
TELEPHONE NO.0712-2605933,2615068 FAX NO.0172-2605923
Email:cfsl-chd@nic.in

LAST DATE OF RECEIPT OF TENDER : BY: 06.07.2018
TENDER WILL BE OPENED : BY: 07.07.2018 AT 3 A.M
THE TENDER SHALL REMAIN OPEN FOR ACCEPTANCE : TILL: 06.01.2019(180 DAYS FROM THE DATE OF OPENING OF TENDER)
NAME OF STORES :INSTRUMENTS/EQUIPMENTS/CONSUMABLES FOR ADVANCED DNA LABORATORY.

NOTE: i) Above Notice/Tender documents are available on official website of Central Forensic Science Laboratory , Chandigarh.

ii) ALL TENDER DOCUMENTS ATTACHED WITH THIS INVITATION TO TENDER INCLUDING THE SPECIFICATIONS ARE SACROSANCT FOR CONSIDERING ANY OFFER AS COMPLETE OFFER.IT IS THEREFORE IMPORTANT THAT EACH PAGE OF THE TENDER DOCUMENTS DULY FILLED IN,SIGNED AND RETURNED TO THIS OFFICE.

2. The tenderer should submit the tenders in duplicate in three bid system as follows:-

2.1 Technical bid should contain the following:-

- (i) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES.
- (II) Original EMD instrument (be asked later from the qualified supplier)
- (iii) Copy of registration certificate with DGS&D/NSIC if any.
- (iv) Technical details of model offered along with supporting technical literature, leaflets/brochures etc.
- (v) Copy of authorization certificate from their principal/manufacturer.
- (vi) Copy of supply order placed recently any Govt/Semi Govt. organization for the quoted model, if any

Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

- (vii) Test certificate of the equipment from the Chamber of commerce of country/manufacture (if any).
- (viii) Details of bankers along with bank account, IFSC code and other details required for electronic transfer of payment.
- (ix) Copy of Proprietary article certificate (PAC)
- (x) Any other relevant document/certificate which is required to be submitted by the firm in line with the requirement of the subject tender enquiry.

2.2 Price bid should contain the following in duplicate:-

- (i) Details of price and rates of taxes and duties, terms of delivery, delivery period and discounts if any, to be quoted by the bidders.

IMPORTANT:

BOTH THE COVERS SHOULD BE SEPARATELY SEALED AND SUPER SCRIBED WITH THE TENDER NO. THE TWO COVERS SHOULD THEREAFTER BE KEPT IN A THIRD COVER AND SEALED. THIS COVER SHOULD ALSO BE SUPER-SCRIBED WITH THE TENDER NUMBER AND NAME OF STORES.

3. Firm must clearly indicate in their offer the different taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offer like "DUTIES AS APPLICABLE" shall not be considered.

| | | |
|-----|--|--|
| 4. | The Purchaser | |
| 5. | Indentor & Inspecting Authority | |
| 6. | Inspecting Officer | |
| 7. | Consignee | |
| 8. | Delivery required by | |
| 9. | Dispatch Instructions | |
| 10. | Terms of Delivery(INCOTERMS) | |
| 11. | Inspection Methodology | |
| 12. | Payment Terms | |
| 13. | Mode of Payment | |
| 14. | Warrantee | |
| 15. | Liquidated Damage in case of delay in supplies | |
| 16. | Other Terms and conditions | |

17. Rate quoted by the firm should be on firm price basis. Firm shall also certify that the rates quoted by them are the same and not higher than those quoted with other Govt. Public Sector or Private Organization. In case if supplies or quotes a lower rate to other Govt. Public Sector or Private Organizations, it would reimburse the excess.

18. Tenderer should disclose the name and full address(along with telephone/Fax No.) of the place where the stores will be manufactured and offered for inspection. In case the firm is registered with NSIC for the subject stores, they should clarify whether they are registered as a manufacturing unit or in

Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh


20/11

any other capacity. In case the registration is as a manufacturer, they should indicate the full address/phone number of their manufacturing facility.

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

20. Purchaser reserves the right to increase or decrease the quantity at any stage.

21. Purchaser reserves the right to cancel, or scrap the tender without assigning any reason.

2 
31/5/17
DIRECTOR, CFSL, CHANDIGARH

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Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Annexure-I

IMPORTANT INSTRUCTIONS

1. The contract to be concluded will be governed by Conditions of Contract Contained in Form No.DGS&D-68(Revised) as amended till date and those contained in pamphlet in DFS&D-229, General Financial Rules (GFR)-2017 and Manual for Procurement of Goods-2017 issued from Ministry of Finance.
2. **GUARANTEE/WARRANTY**
As per terms and conditions of schedule to Tender (attached at Appendix-VII).
In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.
3. **Submission of offer:-**Offer should be submitted by the tenderer on the basis of Manufacturers, on free delivery up to consignee's location at CFSL, Chandigarh at Plot No.2, Dakshin Marg, Sector-36A, Chandigarh-160036.
4. **ADVANCE SAMPLE CLAUSE: NOT APPLICABLE**
5. **EARNEST MONEY DEPOSIT (EMD):** The firm shall have to submit Earnest Money Deposit(EMD) for an amount of RS.....by way of Bank Guarantee(BG) in the name of ACCOUNTS OFFICER,DCPW,MHA,NEW DELHI of any schedule commercial bank as per format at Annexure-VIII of tender which will remain valid for a period of 45 days beyond the period of offer validity. No interest shall be paid on EMD. The EMD is liable to be forfeited if the firm withdraws or amends, impairs or arrogates from the tender in any respect within the period of validity of the tender.EMD shall be returned on award of contract and after submission of security deposit of 10% of the contract value.EMD shall be liable to be forfeited if firm fails to furnish Performance Security Deposit.
6. **SECURITY DEPOSIT (a)** The firm shall have to deposit a Security Deposit of 10% of the contract value within 30 days of the placement of supply order for due performance of the contract as per provisions contained in clause 7 of DGS&D-68(Revised).Failure at the part of the firm to deposit the security deposit within stipulated time,the purchaser reserve the right to cancel the acceptance of tender.
(b) The Performance Security Deposit submitted by the supplier will come into force after the installation, commission and training of and will remain valid for 60 days beyond the guarantee/warrantee period.

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Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

7. INSPECTION CRITERIA:-

The supplier shall abide by the inspection procedure formulated by the purchaser.

8. GST

If it is intended to ask for GST or any other charges extra, the same must be specifically stated. In absence of such stipulation, it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained.

9. GOVT.POLICY: N/A

10. The conditions of contract, which will govern any contract made or entered into as a result of this tender process shall be as per the following guidelines:- i) Pamphlet No. DGS&D-68(Revised), and DGS&D-71 titled "Conditions of Contract, governing contracts placed by the Central Purchas Organization of the Government of India" as amended up to date of issue of tender. (ii) Pamphlet No. DGS&D 230,231 & 237 contained in DGS&D-229.(iii) General Financial Rules(GFR)-2017 and Manual for Procurement of Goods-2017 issued from Ministry of Finance. Any General and Important conditions attached to this invitation to tender will also form part of the conditions.

10.1 Amendments: The following amendments may be carried out in the Pamphlet mentioned above.

10.2 The definition of "Government" provided in clause 1(f) page 2 of DGS&D Conditions of Contract may be amended as under:- "government" means the Central Government.

10.3 The definition of Secretary clause 1(k)-page 3 of DGS&D Conditions of Contract may be modified as under:- "Secretary" means Secretary of Governments of India, Ministry of Home Affairs, New Delhi for the time being in the administrative charge of the subject matter of contract and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

10.4 Under Clause 29c)-page5 of DGS&D Conditions of Contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by Secretary of Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

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

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

10.7 Following amendments may be carried out in the Pamphlet No.DGS&D-229 containing various instructions to tenders.

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Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Form No. DGS&D-230.

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

Note-these amendments are being carried out to substitute DGS&D with the designated purchasing authority under the Ministry of Home Affairs as any contract here in after shall be between the supplier9 to be known as seller) and the respective purchasing authority under the Ministry of Home Affairs(to be known as purchaser).However, the conditions which govern contracts as prescribed in various DGS&D forms and pamphlets shall also apply to contracts entered into between the seller and purchaser within the preview of this tender process.

11. Resolution of disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:
 - 11.1 In case of dispute or difference arising between the Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, CFSL, Chandigarh 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.
 - 11.2 The venue of the arbitration shall be the place from where the order is issued or such other place as the JS(PM) at his discretion may determine.
 - 11.3 In case tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through court in New Delhi, India. Jurisdiction of the court as a result of this tender invitation will be the place from which the contract is issued i.e. New Delhi.
12. TOLERANCE CLAUSE: N/A

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Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Annexure-II

OFFER OF STORES

FORM-68-A

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

Contractor's
Telephonic
Address.....
.....

From

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Dear Sir,

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

2. I/We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form No.68(Revised) including in the pamphlet entitling conditions of contract governing contracts placed by them Central Purchase Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and /or pattern quoted in the schedule hereto and am /are fully aware of the nature of the stores required and my/ our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender.....

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ADDRESS.....

DATED.....

SIGNATURE OF WITNESS.....

ADDRESS.....

Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Annexure-III

QUESTIONNAIRE ABOUT MANUFACTURER

(Please mark in appropriate Box and fill the answer correctly)

1. Name and address of Contractor

2. a) Whether registered with DGS&D for subject store.

YES

NO

b) If yes, Monetary limit (Enclose Photocopy of Regn. Certificate)

(lakh)

(Without Limit)

c) Validity Date

3. a) Whether registered with NSIC for subject store.

YES

NO

b) If yes, Monetary limit (Enclose Photocopy of Regn. Certificate)

(lakh)

(Without Limit)

c) Validity Date

4. Whether past supplier of subject store to DGS&D or Min.of Home Affairs during the last 3 years (If yes, submit performance report in enclosed Performa).

YES

NO

5. Terms of delivery: Free delivery at consignee's locations

YES

NO

6. a) Whether GST Extra:

b) If extra, rate of GST

To be mentioned in Price Bid.

7. Discount offered if any

YES

NO

8. a) Delivery period in months from date of placement of order _____

9. a) Whether stores fully conforms to tender schedule specifications in all respects.

Director
 Central Forensic Science Laboratory,
 Directorate of Forensic Science Services,
 MHA, Govt. of India, Chandigarh

b) If answer to 9(a) is No. Indicate the details of deviation in separate sheet.

10. Acceptance to conditions of contract as contained in DGS&D-68(Revised) amended up to 31.12.91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached.

YES

NO

11. Do you accept Liquidated Damage Clause?

YES

NO

12. Do you accept Arbitration Clause?

YES

NO

13. Do you accept warranty/Guarantee Clause?

YES

NO

Signature of the Tenderer _____

Name in Block Letters _____

Capacity in which Tender Signed _____

Full Address _____

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Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Annexure-IV

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW

1. Tender No.
2. Whether the stores offered fully conform to the technical particulars and specification drawings, specified by the purchaser in the schedule to tender. If not, mention here details of deviations
3. Brand of store offered
4. Name and address of manufacturer
5. Model No. of Product
6. Station of Manufacture
7. Please confirm that you have offered packing if not indicate deviations
8. Gross weight of consignment(Net weight of each item)
9. Income Tax A/C No.(In case of agent)
10. Status.
 - a)Indicate whether you are LSU or SSI
 - b)Are you registered with DGS&D for the item quoted?If so,indicate whether there is any monetary limit on registration.
 - c) If you are a small scale unit registered with NSI under Single Point Registration scheme,whether there is any monetary limit.
 - d)In case you are registered with NSIC under Single Point Registration Scheme for the item quoted,confirm whether you have attached a photocopy of the registration certificate indicating the items for which you are registered.
11. a)If you are not registered either with NSIC or with DGS&D, please state whether you are with Directorate of Industries of State Government concerned
b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.
12. Please indicate name & full address of your banker
13. Business name and constitution of the firm.is the firm registered under:-
 - i) The Indian Companies Act 1956,


Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

- ii) The Indian Partnership Act 1932(Please also give name of partners)
- iii) Any Act,if not,who are the owners(Please give full names and address).

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SIGNATORY OF THE BIDDER WITH DATE AND SEAL

14. Whether the tendering firm is/are:-

- i) Manufacturer
- ii) Manufacturer's authorized agents
- iii) Holders in stock of the stores tendered for

N.B.: If manufacturer's agents,please enclose with tender the copy of manufacturer's authorization on properly stamped paper,duly attested by a Notary Public.

15. If stores offer end are manufactured in India, please state whether all raw materials components etc. used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their breakup of the indigenous and imported components together with their value and proportion it bears to the total value of the store.

16. Do you agree to sole arbitration by an officer of Ministry of Law, appointed by the Secretary, Govt. of India, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions of contract form DGS&D-68(Revised).Your acceptance or non-acceptance of this clause will not influence the decision of the tender. it should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.

17. For partnership firms state whether they are registered or not registered under Indian Partnership Act,1932.Should the answer to this question by a partnership firm be in the



Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

affirmative, please state further:-i) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

ii) If the answer to i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration.

iii) If the answer to either (i) or (ii) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B: 1. Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.

2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

18. Here state specifically:-i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not state the reasons thereof. If any, also indicate the margin of difference.

ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.

19. Are you:- i) Holding valid industrial Licence(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so,



Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

please give particulars of Industrial income Registration Certificate.ii)Exempted from the licensing provisions of the Act,for the manufacture of item quoted against this tender.if so,please quote relevant orders and explain your position.iii) Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store?In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.

20. State whether business dealings with you have been banned by Min/Deptt. Of Supply/Min.of Home Affairs,Govt.of India
21. Please confirm that you have read all the instructions cared fully and have complied with accordingly.

Signature of Tenderer_____

Full name and address of the person signing (in Block letters)

Whether signing as Proprietor/Partner/Constituted attorney /

Duly authorized by the Company.

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Director
Central Forensic Science Laboratory,
Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Annexure-V

TECHNICAL SPECIFICATION OF SPARE PARTS OF THE ITEM

| SR.NO. | NAME OF THE ITEM | SPECIFICATIONS |
|--------|------------------|----------------|
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Director
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Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

Annexure-VI

PROFORMA FOR PRICE BID; NAME OF THE ITEM (TO BE FILLED BY THE BIDDER & SEALED SEPARTELY)

| ITEM NAME | QTY/ UNIT | BASIC PRICE OF EQUIPMENT IN INR | CUSTOMS DUTY AMOUNT(IF ANY) IN INR | GST/GST AMOUNT IN INR | FREIGHT INSURANCE AMOUNT IF ANY IN INR | AGENCY COMMISSION AMOUNT (IF ANY) IN INR | CUSTOM CLEARANCE CHARGES(IF ANY) IN INR | OTHER TAXES & DUTIES AMOUNT APART FROM COLUMN NO.4 TO 8(IF ANY) IN INR | PRICE FOR DELIVERY OF STORES AT DESTINATION. IN INR(BASED ON COLUMN NO.3+4+5+6+7+8+9) |
|-----------|-----------|---------------------------------|------------------------------------|-----------------------|--|---|---|--|---|
| | | | | | | | | | |

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Director
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Directorate of Forensic Science Services,
MHA, Govt. of India, Chandigarh

ANNEXURE-VII

GUARANTEE/WARRANTY

- I) The contractor/seller hereby declares that the goods, stores articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.
- II) The contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 06 months from the date of delivery of the said goods/stores/ articles to the purchaser and that notwithstanding the fact that the Purchaser(Inspector) may have inspected and / or approved the said goods/stores/articles, if during the aforesaid period of 06 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller.
- III) The purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as may be allowed by the purchaser in his discretion on an application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reason of the breach of the warranty herein contained.
- IV) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller either replace or rectify the same free of charge, within a maximum period of 07 days of notification of such defect received by the Seller provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- V) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the lifetime requirements.
- VI) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

Signature of the tenderer

Date

Name of the tenderer



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