

## **GENERAL TERMS AND CONDITIONS (GTC)**

**1. Scope of Bid:** As mentioned in the NIT

**2. Cost of Bidding**

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and the IAV shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.

**3. Amendments in the Tender Document**

3.1. At any time prior to the deadline for submission of bids, the IAV may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

3.2. Amendments will be uploaded in the Institute website [www.iav.kerala.gov.in](http://www.iav.kerala.gov.in) and e-tender portal shall be binding on the bidders. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.

**4. Language of Bid**

4.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the IAV shall be in English and the contract shall be construed and interpreted in accordance with that language.

4.2. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication to English shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

**5. Documents Comprising the Bid:**

5.1. The bidders shall upload an undertaking in the prescribed format as per **Annexure I**.

5.2. The bidder shall upload the manufacturer authorisation (if required in the NIT) in the prescribed format as per **Annexure II and also upload the Proprietary Certificate along bid**.

5.3. The bidders shall upload the BOQ as per the format provided in the e-tender document.

5.4. The bidder shall upload a brief description of the list of items, make, catalogue number and quantity as per **Annexure III**.

5.5. Bidders shall also submit a tender fee as mentioned in the NIT. The payment shall be made online through the e-tender portal.

5.6. Bidders shall also submit the EMD as mentioned in the NIT. The payment shall be made online through the e-tender portal.

5.7. EMD exemption for MSME's and startups shall be applicable as per the Store Purchase Rules, Govt of Kerala.

## **6. OTHER TERMS AND CONDITIONS**

- i) **Period of Validity of Bids:** Bids shall remain valid for a period of 60 days after the date of deadline for submission of bids prescribed by the IAV.
- ii) **Deadline for submission of Bids:** The deadline for submission of bids is as mentioned in the NIT. The IAV may, at its discretion, extend this deadline for submission of bids in which case all rights of the IAV and all obligations of the Bidders will thereafter be subject to the deadline as extended.
- iii) **Opening and Examination of Bids:**
  - a) The bids will be opened on the date as mentioned in the NIT. Bidders or their representative may be present during the opening of bids, if they wish to be present. IAV will evaluate the bids as per the terms of the tender. Those bids, who fulfil the technical requirements and responsive to the tender requirements will only be considered. Those bids which found to be either non-responsive, not satisfying the technical requirements or both will not be considered and will be rejected.
  - b) IAV will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.
  - c) Prior to the detailed evaluation, the IAV will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations.
  - d) If a bid is not substantially responsive, it shall be rejected by the IAV and may not subsequently be made responsive by the bidder by correction of the nonconformity. The IAV's determination of bid

responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the bidder.

**iv) Clarification of Bids:** During the bid evaluation, the IAV may, at its discretion, ask the Bidder for clarifications of their bid in writing/e-mail and the bidder is also required to provide the clarification in writing. No change in the price or substance of the bid shall be sought, offered or permitted.

**v) Contacting the Institute**

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the IAV on any matter related to the bid, it shall do so in writing.
- b) If a Bidder tries to directly influence the IAV or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

**vi) Award Criteria:** IAV will award the contract to the Bidder whose bid has been determined to be substantially responsive, technically qualified and the Overall Lowest Quoted Evaluated Bid.

**vii) Right to Accept/Reject/Modify Bids**

- (a) The IAV reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders.
- (b) The IAV reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid.

**viii) Issue of Purchase Order:** Prior to the expiration of the period of bid validity, the IAV will issue the purchase order to the successful bidder in writing.

**ix) Payment terms**

- (a) As per the Govt. of India norms, the buyer shall make the payment including GST. Mandatory TDS from GST shall be deducted by the Institute.
- (b) Payment will be done through RTGS/electronic fund transfer mode through the state treasury within 30 days of receipt and acceptance of goods.
- (c) No advance payment will be made under any circumstances. The treasury restrictions imposed by Govt. Of Kerala from time to time, if any, will be applicable.

**xi) CONFLICT MITIGATION AND LITIGATION**

- (a) The bid shall be governed by and interpreted in accordance with the laws of India.
- (b) Any dispute or claim arising out of/relating to this bid or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Thiruvananthapuram.

### **General Tender Terms & Conditions for e-Procurement**

This tender is an e-Tender and is being published online for the purchase of Laboratory consumables at Institute of Advanced Virology, Thiruvananthapuram. The tender is invited in single cover system from the empanelled/registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or through email: [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: As per tender timeline
- iii. Publishing of Corrigendum: All corrigenda shall be published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and Institute website and shall not be available elsewhere.

- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk ([helpetender@gmail.com](mailto:helpetender@gmail.com)/ [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in)), for resolution of the problem. At the same time, matter must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid at least 2 working days before the due date and time of bid submission to avoid any last minute issues that may come up.
- vii. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- viii. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

- (i). The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- i) All the pages of the tender document duly signed along with Annexure I
- ii) Manufacturer's authorisation if sought.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

- (ii). The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees as mentioned in the NIT and Earnest Money Deposit as mentioned in the NIT. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India

15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		

17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks\* will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

\* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

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**ANNEXURE I**

**UNDERTAKING BY THE TENDERER**

I/We have carefully gone through the various terms and conditions mentioned in the tender document .....(mention the tender reference)

I/We am making this offer is after carefully reading the conditions and understanding the same. I/We have understood the quantity of items/technical specifications and other charges required to supply and install the items, before making this offer.

This tender document has \_\_\_\_\_ pages including the attachments and all the documents including blank pages are serially numbered.

I/We hereby sign this undertaking as token of our acceptance of various conditions mentioned in tender document.

Further certified that I/we (the firm) has never been debarred/blacklisted by any government organisation.

Place: \_\_\_\_\_

Dated: \_\_\_\_\_ (Authorized Name & Signatory of Agency/firm with stamp)

**ANNEXURE II**  
**MANUFACTURER'S AUTHORIZATION FORM**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission] :-

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser] :- \_\_\_\_\_

WHEREAS We \_\_\_\_\_

\_\_\_\_\_ [insert complete name of Manufacturer], who are official manufacturers of

\_\_\_\_\_ [Insert type of goods manufactured] having factories at

\_\_\_\_\_ [insert full address of Manufacturer's factories], do hereby authorize

\_\_\_\_\_ [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us \_\_\_\_\_

\_\_\_\_\_ [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract. We hereby undertake to provide the items at the rates quoted by the abovementioned firm during the currency of the contract period and to extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: \_\_\_\_\_

(With seal having complete name(s) of authorized representative(s) of the Manufacturer]

**Annexure III**

**LIST OF CONSUMABLES**

<b>SI No.</b>	<b>Description of Item</b>	<b>Make</b>	<b>Catalogue No.</b>	<b>Quantity</b>
1	Multi-Channel Pipette (8) 30-300 µl	Eppendorf	3125000052	03 Nos.
2	Pipette Carousel	Eppendorf	3116000015	01 No.
3	Pipette with Carousel	Eppendorf	3123000942	11 Nos.
4	Multi-Channel Pipette (8) 10-100 µl	Eppendorf	3125000036	01 No.
5	Research Plus 8-Channel Pipette, variable 0.5-10 µl, medium Gray	Eppendorf	3125000010	01 No.