

**REGIONAL CENTRE FOR BIOTECHNOLOGY**  
**180, UDYOG VIHAR, PHASE-I, GURGAON**  
**(SCHEDULE-'A')**

S.NO. OF TENDER : \_\_\_\_\_  
FILE NO. : RCB/GTN/03/12-13 (ATPC)  
Name of the party in whose  
Favour the Tender form has  
been issued : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Executive Director,  
REGIONAL CENTRE FOR BIOTECHNOLOGY  
180, UDYOG VIHAR, PHASE-I, GURGAON

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our tender for the \_\_\_\_\_  
\_\_\_\_\_
2. I/WE now enclosing herewith the Bank Guarantee/D.D. No..... dated.....  
for **Rs.30,000/- or USD 600/-** in favour of the "EXECUTIVE DIRECTOR, RCB"  
towards EMD/Bid Security. (TENDERS NOT ACCOMPANIED WITH EMD/BID  
SECURITY ALONGWITH THE TECHNO-COMMERCIAL BID SHALL BE  
SUMMARILY REJECTED).
3. I/We have gone through all terms and conditions of the tender documents before submitting the  
same.
4. I/We hereby agree to all the terms and conditions, stipulated by the RCB, in this connection  
including delivery, warranty, penalty etc. Quotations for each group are being submitted under  
separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
6. Tenders are duly signed (No thumb impression should be affixed).
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of  
issue of the letter of acceptance, failing which our/my security money deposited may be forfeited  
and our/my name may be removed from the list of suppliers at the RCB Gurgaon.

Yours faithfully,

**Signature of Tenderer(s)**  
**with full Address**

WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

NOTE:

- ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE  
QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL  
TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER TENDER REQUIREMENTS.
- **Interested/Prospective Bidders may participate in the Pre-bid meeting scheduled on  
28<sup>th</sup> January 2013 at 11.00 a.m. in the RCB premises.**

**CHECK LIST FOR TERMS AND CONDITIONS**

Check list for Terms and Conditions (To be filled by the bidder and submitted alongwith the technical bid)

1. Certificate for being in business for more than 2 years \_\_\_\_\_
2. Certificate for sole ownership/partnership \_\_\_\_\_
3. Statement of financial standing from bankers \_\_\_\_\_
4. Performance report/List of organization supplied with the same equipment \_\_\_\_\_  
\_\_\_\_\_
5. Whether rates quoted included all taxes/Rate is a CIF \_\_\_\_\_
6. Whether rates are quoted as per tenders specifications \_\_\_\_\_
7. Authority letter from manufacturer/principal enclosed \_\_\_\_\_
8. Affidavit that the firm has not been black listed in the past by any Organization \_\_\_\_\_
9. Affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier(principal)  
\_\_\_\_\_
10. Affidavit that the firm is not supplying the same item at the lower rate than the rate quoted in the tender to any Govt. organization or any other Institute (Fall clause) \_\_\_\_\_
11. Quotation being submitted directly by the manufacturer or authorized distributor  
\_\_\_\_\_
12. Statement of turnover/annual report for each of the last three years are attached  
\_\_\_\_\_
13. Bid Security amount deposited is enclosed \_\_\_\_\_
14. Literature of original catalogue of the product is attached for reference \_\_\_\_\_
15. Details of Name of beneficiary, Account No. of the beneficiary, IFCS code of the bank/branch enclosed at Page No. \_\_\_\_\_
16. Comprehensive Guarantee/Warranty period for \_\_\_\_\_ and thereafter-  
Comprehensive AMC (including all spares & labour) YES/NO. (Tick the option YES/NO) for further years.
17. Compliance Statement with relation to specification \_\_\_\_\_.

**( NAME OF THE BIDDER)  
WITH SIGNATURE & SEAL**

**GLOBAL TENDER NOTICE**

**REGIONAL CENTRE FOR BIOTECHNOLOGY**

180, Udyog Vihar Phase-I, Gurgaon, India

RCB/GTN/01-03/12-13(ATPC)

Dated 03.01.2013

**NOTICE INVITING TENDER**

1. Sealed Tenders are invited, under **TWO-BID SYSTEM**, from reputed manufacturers / suppliers for the supply and installation of following items for Advanced Technology Platform Centre(ATPC), 181, Udyog Vihar Phase-I, Gurgaon :-

No.	Equipment	Qty.	<b><u>Tender Fee</u></b>	<b><u>Bid Security/EMD</u></b>
RCB/GTN/01/12-13 (ATPC)	Flow cytometer with electronic cell sorting capacity	1	Rs.2000/- or USD 40	Rs.1,40,000/- or USD 2600
RCB/GTN/02/12-13 (ATPC)	Flow Cytometer analyser (High Capacity upto 10 colour analysis)	1	Rs.2000/- or USD 40	Rs.80,000/- or USD 1500
RCB/GTN/03/12-13 (ATPC)	Flow Cytometer analysers (Low & Medium Range Capacity)	1 each	Rs.2000/- or USD 40	Rs.30,000/- or USD 600

2. Copy of Tender document and other details may be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in) (CPP Portal), [www.rcb.res.in](http://www.rcb.res.in) and [www.rcb.ac.in](http://www.rcb.ac.in). **Sealed Bids (Two-Cover System) will be received upto 15:00 hrs on or before 14.02.2013 and opening of Tenders (Technical bids) will be on 15.02.2013 at 11:00 hrs.** Tender Fee and EMD are acceptable by DD only either in Indian Rupees or in US Dollars and no other currency is acceptable.

**Interested/Prospective Bidders may participate in the Pre-bid meeting scheduled on 28<sup>th</sup> January 2013 at 11.00 a.m. in the RCB premises.**

(SR. MANAGER)  
For & on behalf of  
**EXECUTIVE DIRECTOR**

**REGIONAL CENTRE FOR BIOTECHNOLOGY  
180, UDYOG VIHAR, PHASE-I, GURGAON**

F. No. RCB/GTN/03/12-13 (ATPC)

**Technical specifications for a Flow cytometer analyzers (Low & Medium Range Capacity) at ATPC FACS facility.**

1. Two flow cytometer analyzers should have at least four and eight simultaneous fluorescent colour detection capacity accordingly.
2. Analyzers should have at least two (blue and red) and three (blue, red, green or violet) specially separated solid state lasers alignment accordingly.
3. High sensitivity (200 or less fluorescein molecules per particle) for all above.
4. Analyzers should have acquisition capability of 5,000 cells per second and 15,000 cells per second, accordingly.
5. Computer and Software: System should come with all required acquisition/analysis software with computer hardware of compatible configuration and a flat panel colour LCD Monitor of 27" and colour printer for each analyzer. An additional computer of identical configuration should be quoted with a licensed copy of the competent version of "FlowJo" FACS analysis software for dedicated offline data analysis. Competent UPS system should be supplied for analyzers (including lasers) and computers.
6. Company should have dedicated application specialists with a proven track record to provide onsite training, and should also have application-training center in India.
7. Company should have a commitment to provide all required services for relocation and reinstallation of whole system from ATPC-Gurgaon facility to ATPC-Faridabad facility, when the latter facility is ready.
8. Bidders should submit a comprehensive list of installations of the same or similar cell sorter in India.
9. The equipment (including lasers) should have 60 months warranty from the date of handing over the fully functional unit to the Institute, against manufacturing defects of material and workmanship.
10. The post- warranty (after 5 years) CMC should be quoted for spares (including lasers) and labor for the complete system which includes all the accessories supplied such as UPS, etc.

**Following options to be quoted:**

1. Automated tubes / both tubes and plates carousel loader.
2. The bar-code reader option of carousel loader.
3. Other related options.

**Note :**

- The price comparison shall be made taking into account the basic cost of the equipment with 5 years warranty and post warranty CMC for Five years. Failure to comply this condition entails rejection of bids.
- The selected vendor should also agree to relocate and re-install the equipment at Faridabad Biotech Cluster without any additional financial implication.

**REGIONAL CENTRE FOR BIOTECHNOLOGY**  
**180, UDYOG VIHAR, PHASE-I, GURGAON**  
**(SCHEDULE-'B')**

Tender Ref. No. : RCB/GTN/03/12-13 (ATPC)

Subject : Purchase of **Flow Cytometer analysers (Medium Range Capacity)**

Date of Pre-bid Meeting

with Prospective Bidders : 28th January 2013 at 11.00 a.m.(in the RCB Premises)

Date of Submission of Tenders : on or before 14.02.2013 upto 3.00 p.m.

Date of Opening of Technical bids : 15.02.2013 at 11.00.a.m.

1. Tender should be addressed to the Executive Director, Regional Centre for Biotechnology, Gurgaon and submitted to the Office of the Regional Centre for Biotechnology under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated otherwise would be taken on its face value. The rates may be quoted on separate sheets failing which the tender(s) will be rejected.
2. Mixed quotations will not be considered for acceptance.
3. **IN CASE OF THE TENDER DOUMENTS DOWNLOADED FROM THE WEBSITE :-**  
**THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT [www.eprocure.gov.in](http://www.eprocure.gov.in) (CPP Portal), [www.rcb.ac.in](http://www.rcb.ac.in) and [www.rcb.res.in](http://www.rcb.res.in). IN SUCH CASE, THE BIDDERS ARE REQUIRED TO SUBMIT THE TENDER COST FEE OF Rs.\_\_\_\_\_ (NON-REFUNDABLE) BY WAY OF SEPARATE DEMAND DRAFT DRAWN IN FAVOUR OF EXECUTIVE DIRECTOR, RCB, AND THE SAME SHOULD ESSENTIALLY BE ENCLOSED ALONGWITH THE TECHNO COMMERCIAL BID. THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE, "DOWNLOADED FROM THE WEBSITE" ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING TECHNO COMMERCIAL BID & PRICE BID SEPARATELY. IN NO CASE, THE TENDER COST FEE SHOULD BE MIXED WITH EMD AMOUNT. THE TENDERS NOT FOLLOWING THE ABOVE PROCEDURE WILL BE SUMMARILLY REJECTED.**
4. TENDER SHOULD BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:  
PART-I :- TECHNO-COMMERCIAL BID IN ONE SEALED COVER WITH E.M.D.  
PART-II:- PRICE BID/FINANCIAL BID IN ONE SEALED COVER.

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN ONE OUTERCOVER INDICATING THEREON:

- i) Reference No. of the Tender \_\_\_\_\_
- ii) Tender regarding \_\_\_\_\_
- iii) Due date for submission of the tender : \_\_\_\_\_
- iv) Due date for opening of the tender \_\_\_\_\_
- v) Name of the firm \_\_\_\_\_

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID.

**NOTE :-**

- a) TENDERS ARE TO DEPOSITED IN THE TENDER BOX KEPT AT THE RECEPTION OF RCB OFFICE, AFTER ENTERING THE DETAILS OF TENDER IN THE APPROPRIATE PAGE OF THE TENDER DEPOSIT REGISTER AVAILABLE WITH THE RECEPTIONIST. THOSE TENDERS WHICH ARE DIRECTLY PUT IN THE TENDER BOX WITHOUT DIARIZING IN THE TENDER DEPOSIT REGISTER ARE LIABLE TO BE REJECTED
- b) TENDERS SUBMITTED WITHOUT FOLLOWING TWO BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.

5. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'. PLEASE EXCLUDE CUSTOM DUTY/EXCISE DUTY COMPONENT IN RUPEE QUOTE AS THE INSTITUTE IS EXEMPTED FROM THE PAYMENT OF BASIC CUSTOMS DUTY/EXCISE DUTY. However, Excise Duty, if any, should be shown separately. Tender not confirming to this requirement shall be rejected and no correspondence will be entertained whatsoever.
6. IN CASE OF IMPORT THE TENDERERS ARE REQUIRED TO QUOTE FOB & CIF VALUE SEPARATELY DULY MENTIONING THE BREAK-UP DETAILS FOR FREIGHT & INSURANCE. THIS CONDITION SHOULD BE STRICTLY ADHERED TO, FAILING WHICH THEIR OFFER WILL BE SUMMARILY REJECTED.  
The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:
  - a) Towards customs duty and other statutory levies –as per applicable rates with CDEC.
  - b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.
7. **THE TENDERERS ARE REQUESTED TO SUBMIT THE FOLLOWING INFORMATION INVARIABLY TO MAKE PAYMENT THROUGH RTGS/NEFT. "The payment in pursuance of stores supplied/services rendered/work done will be made through RTGS/NEFT & charges incurred for affecting such electronic transfers will be borne by the vendors. The details of present charges for NEFT/RTGS are as under:**

<b><u>NEFT:</u></b>	Up to Rs.1 lakh	– Rs.5/- per transaction
	Rs. 1 lakh and above	– Rs.25/- per transaction
<b><u>RTGS:</u></b>	Upto Rs.5 lakh	– Rs.25/- per transaction
	Rs.5 lakh and above	--Rs.50/- per transaction

To make payment through above said mode, the vendor/supplier/contracts have to submit the following information invariably:

  - i. Name of the Beneficiary
  - ii. Account No. of the beneficiary
  - iii. IFCS Code of the Bank/Branch.
8. **THIS TENDER DOCUMENT IS NON-TRANSFERABLE.**
9. The bid document should be paged and a certificate may be provided on the covering letter indicating the number of pages submitted alongwith the bid.
10. The compliance report of specification should invariably be provided indicating the fulfilment of each parameter of the specifications failing which the offer will be rejected.
11. The checklist may be furnished properly and page No. may be mentioned against each Serial Number.
12. The Tender forms be clearly filled in ink legibly or type written giving full address of the tenderers. The tenderers should quote in figures as well as in words the rates amount tendered by him/them. Any discrepancy between the figures and words, the amount written in words will prevail. Alterations/over-writings, unless legibly attested by the tenderer, shall disqualify the tenders. The tenders should be signed by the tenderer himself/themselves or his/their authorized agent on his/their behalf (Authorization may be enclosed, if applicable).
13. THE FORWARDING LETTER/UNDERTAKING (SCHEDULE 'A') DULY SIGNED SHOULD INVARIABLY BE ATTACHED ALONGWITH TECHNO-COMMERCIAL BID, FAILING WHICH THE TENDER SHALL BE REJECTED.
14. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.

15. The tender rates should be kept open/valid for a period of one year from the date the tenders are opened.
16. The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. **Sub-distributors will not be accepted.**
17. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
18. EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO **Rs. (as indicated in the tender Notice)**- BY WAY OF DEMAND DRAFT/ BANK GUARANTEE DRAWN IN FAVOUR OF "EXECUTIVE DIRECTOR, RCB", (PREFERABLY BANK GUARANTEE) FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. IN CASE OF BANK GUARANTEE, IT SHALL BE VALID FOR ONE YEAR FROM THE DATE OF OPENING AND THE SAME SHOULD BE FROM ANY INDIAN NATIONALIZED BANK. **CASH/CHEQUE IS NOT ACCEPTABLE AT ALL.** THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
19. **Liquidated Damages Clause :-**
  - (a) The delivery date as stipulated shall be strictly adhered to failing which the Institute reserves the right to refuse the supplies. The extension of the date of delivery, if required should be obtained before the expected delivery date. The Institute also reserves the right to impose liquidated damages as enumerated below or to effect risk purchase on the firm's cost and risk.
    - (i) Supply delay for one week or a part thereof - @ 0.5%
    - (ii) Supply delay for an additional week or a part thereof - @ 0.5% (subject to a ceiling of 10% of the order value.
  - (b) In case of non-supply of items within a period of two months in excess of the stipulated delivery period, the order shall be cancelled and the following penalty shall be levied at the discretion of the Executive Director, RCB, GURGAON or his authorized representative:
    - (i) Supply order of the value of Rs.100/- or below : No. Liq. Damages.
    - (ii) Supply orders which remain unexecuted and total value of non-supplied items is above Rs.10000/-: @ 10% and/or administrative action, as deemed fit shall be taken against the defaulter.
20. **SOFT WARE AND HARDWARE UPGRADATION**  
**The selected firm for the supply of tendered item will have to provide free up-gradation of software (all update & upgrades) upto 5 years from the date of satisfactory installation.**
21. Rates quoted should be valid for ONE YEAR from the date of opening of tender.
22. THE TENDERERS MAY BE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.
23. Any other statutory levy imposed by the Govt. of India from time to time will be authorized on demand with adequate proof thereof will be paid extra.
24. Force majeure will be accepted on adequate proof thereof.
25. The Executive Director, RCB, Gurgaon shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
26. No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
27. The Executive Director, RCB, reserves the right to cancel/reject full or any part of the tender which do not fulfil the conditions stipulated in the tender.
28. **Tenderers submitting tenders would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.**
29. TENDER MAY BE REJECTED IF THE COPY OF VALUE ADDED TAX (VAT) REGISTRATION IS NOT FURNISHED (IF APPLICABLE).



30. The quantity shown in the tender can be **increased or decreased** to any extent depending upon the actual requirement.
31. Any action on the part of the tenderer to influence anybody in the Centre, will be taken as an offence, he will not be allowed to participate in the tender enquiry and their offer will not be considered.
32. **Material confirming to the specifications should be quoted. Original Catalogue, Leaflets, literatures with full technical details should invariably be attached along with their offer, failing which their offer will be summarily rejected.**
33. **THE TENDERERS MUST QUOTE THEIR MODEL STRICTLY AS PER TENDER SPECIFICATIONS.**
34. Genuine equipments and instruments etc., should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin, country of Shipment etc.
35. The quoted equipment should preferably be of Indian/International standards.
36. The tenderers are required to quote the mode of shipment by Air/Sea/ Airport Parcel and should give separate breakup of freight and Insurance Charges.
37. Supply of equipment means-Supply, Installation and Commissioning at site. No separate charges will be paid separately on this account.
38. **UP TIME GUARANTEE:**  
The firm should provide uptime guarantee of 95%.
39. **Downtime penalty Clause**
- 40.2 During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty in the form of extended warranty period equal to twice the downtime period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least **FIVE YEARS** after handing over the unit to the Centre. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CAMC from the third party separately along with the main offer and the third party will have to sign the CAMC with the Institute if required.
- 40.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.
- 41 **GUARANTEE/WARRANTEE PERIOD:** THE TENDERERS MUST QUOTE FOR 5 YEARS COMPREHENSIVE WARRANTY (INCLUDING ALL SPARES, ACCESSORIES AND LABOR) FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARITY REJECTED. ALSO THE BIDDERS ARE REQUESTED TO SUBMIT THEIR QUOTE (RATES) FOR SUBSEQUENT 5 YEARS COMPREHENSIVE AMC (INCLUDING ALL SPARES, ACCESSORIES AND LABOR). FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. THE PRICE COMPARISON SHALL BE MADE TAKING INTO ACCOUNT THE COST OF EQUIPMENT WITH 5 YRS. WARRANTY AND POST WARRANTY CMC.
- 42 **Delivery:** The successful bidders should strictly adhere to the following delivery schedule supply, installation & Commissioning should be effected within 6 to 8 weeks from the date of supply order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.
- 43 **SPARE PARTS:** The separate price list of all spares and accessories and consumables, if any, (Including minor) required for maintenance and repairs in future after guarantee/warrantee period must be attached/enclosed along with the sealed quotation failing which quotation will not be considered.  
If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only.
- 44 The tenderers are required to furnish the list of spares along with their cost in the Financial bid failing which their bids are liable to be rejected.
- 45 The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution. The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.
- 46 Payment of Agency Commission, if any, payable in rupees must be indicated. If no Agency Commission is admissible from the foreign suppliers must be indicated specifically.

- 47 Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, place of shipment/Airfreightment, etc.
- 48 Local agents quoting on behalf of their foreign suppliers must attach valid authority letter in their favour. In case of distributor, the firm should be direct distributor from the principal's. **Either the Foreign Principals/manufacturers or their authorized Indian Agent should participate in the tender but not both. Also one agent cannot represent two suppliers or quote on their behalf in the same tender. The sub-distributor authority by distributor will not be accepted at all. In case the firm is neither manufacturer nor direct authorized dealer of the manufacturer, such offers will be summarily rejected.**
- 49 SUCCESSFUL TENDERERS WILL HAVE TO FURNISH PERFORMANCE BANK GUARANTEE FOR 10% CONTRACT VALUE FROM ANY INDIAN NATIONALIZED BANK VALID FOR THE WARRANTY PERIOD AND TWO MONTHS EXTRA alongwith the final proforma Invoice.
- 50 The rates quoted for the Stores/Equipments, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores/Equipments of identical description are made to any other person/organization/Institution during the period and should attach an undertaking.

#### **FALL CLAUSE**

- 51 If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Executive Director, Regional Centre for Biotechnology and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 52 Successful tenderers, should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute.
- 53 The supplier shall furnish the following certificate to the Accounts Officer (Stores Accounts) alongwith each bill for payment for supplies made against in Rate Contract Tender.
- “I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender”.
- 54 The supplier shall furnish a list of organizations where the equipment, in question, has/have been supplied during last one year and performance certificate from such organization may also be provided.

#### **55 A) PAYMENT TERMS (IN CASE OF IMPORTS)**

- 1) Agency Commission, if any, will be paid to Indian agents in Indian Rupees, after satisfactory installation of equipment.
- 2) Letter of Credit will be opened on CIF value, as the case may be, for full amount after deducting the Agency commission/Technical Service Charges, if any.
- 3) **100% payment shall be released against presentation of shipping documents against a performance Bank Guarantee valid for 62 months from the date of satisfactory Installation certificate issued by the user department for 10% value from any Indian Nationalized Bank along with final proforma Invoice. In absence of Performance Bank Guarantee, 90% payment will be released against presentation of shipping documents & balance 10% payment will be released after satisfactory Installation certificate issued by the user department and against submission of Performance Bank Guarantee of 10% order value valid for 62 months from the date of satisfactory Installation certificate issued by user department.**

#### **B) PAYMENT TERMS (IN CASE OF RUPEE OFFER)**

**100% PAYMENT WILL BE MADE AFTER SUPPLY, installation & satisfactory demonstration of the said equipment subject to submission of Performance Bank Guarantee for 10% order value valid for a period of 62 months from the date of satisfactory Installation certificate issued by the user department, from any Indian Nationalized Bank. FAILING WHICH, 90% PAYMENT WILL BE RELEASED AFTER INSTALLATION & BALANCE 10% PAYMENT WILL BE RELEASED AFTER WARRANTY PERIOD.**

**56) THE SELECTED VENDOR SHOULD ALSO AGREE TO RELOCATE AND RE-INSTALL THE EQUIPMENT AT FARIDABAD BIOTECH CLUSTER WITHOUT ANY ADDITIONAL FINANCIAL IMPLICATION**

**57) PRE-REQUISITES, IF ANY, FOR INSTALLATION OF THIS EQUIPMENT SHOULD BE CLEARLY INDICIATED IN THE TECHNICAL BID, FAILING WHICH IT WILL BE PRESUMED THAT NO SUCH PRE-REQUISTES ARE REQUIRED AND IT WILL BE THE COMPLETE RESPONSIBILITY OF THE VENDOR TO MAKE THE EQUIPMENT FUNCTIONAL WITHIN THE QUOTED PRICE.**