

REGIONAL CENTRE FOR BIOTECHNOLOGY
at NCR Biotech Science Cluster, Village-Bhankri, 3rd Milestone Faridabad-
Gurgaon Expressway, District - Faridabad (Haryana)- 121001.
Tele Nos 0129-2848800, 0129-2848813 & 0129-2848815

(SCHEDULE-‘A’)

S.NO. OF TENDER : _____
FILE NO. : RCB/ATN/06/15-16
Name of the party in whose : _____
Favour the Tender form has : _____
been issued : _____

The Executive Director,
Regional Centre for Biotechnology,
at NCR Biotech Science Cluster, Faridabad, Village-Bhankri,
3rd Milestone Faridabad-Gurgaon Expressway, District- Faridabad,(Haryana)-
121001 (Tele No 0129-2848800, 0129-2848813 & 0129-2848815)

(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 8,00,000.00** 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, Faridabad.

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 YOUR REQUIREMENTS.

Yours faithfully,

Signature of
Tenderer(s) full

Address.

WITNESS _____

WITNESS _____

ADVERTISED TENDER NOTICE

REGIONAL CENTRE FOR BIOTECHNOLOGY

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Gurgaon Expressway, District - Faridabad (Haryana)- 121001.
Tele Nos 0129-2848800, 0129-2848813 & 0129-2848815

RCB/ATN/06/15-16

Dated 15 Jun 2015

NOTICE INVITING TENDER

1. Sealed Tenders are invited, under **TWO-BID SYSTEM**, from reputed manufacturers / suppliers for the supply and installation of following items at **New Campus at Regional Centre for Biotechnology, at NCR Biotech Science Cluster, Gurgaon-Faridabad Express Way, Gurgaon-Faridabad Expressway 3rd Milestone towards Gurgaon, Village-Bhankri, District Faridabad (Haryana)**

Tender Ref.	Item/Equipment	Qty	Tender Fee(In INR)	Bid Security/EMD (in INR)
RCB/ATN/06/15-16	<u>High Intensity X-Ray Diffraction Facility for Macromolecular Crystallography</u>	01 (One)	1000/-	8,00,000/-

2. Pre Bid meeting with the prospective Bidders will be held on 3rd July 2015 at 11.00 AM.
3. Copy of Tender document and other details may be downloaded from www.eprocure.gov.in (CPP Portal), www.rcb.res.in and www.rcb.ac.in. **Sealed Bids (Two-Cover System) will be received upto 14:00 hrs on or before 22.07.2015 and opening of Tenders will be on same day (22.07.2015) at 15:00 hrs.**

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

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**

REGIONAL CENTRE FOR BIOTECHNOLOGY

F. No. RCB/ATN/06/15-16

Specifications for High Intensity X-Ray Diffraction Facility for Macromolecular Crystallography

Tenders are invited for setting up the x-ray diffraction facility for collection of x-ray diffraction data from macromolecular crystals. The facility should include the following:

1. Computer controlled X-ray generator (microfocus rotating anode or liquid metal anode) that provides X-rays with high flux (2.4×10^{11} X-rays/sec/mm² or better at the sample position) with high emission stability, small focal spot (100 μ m diameter at anode surface or lower), high position stability and minimal beam divergence (7.5 mrad or better). The system should be easy to maintain and appropriate spares (such as a spare anode) should be provided with the system to ensure minimum downtime. The generator should be supplied with suitable collimator, beam stop and inverse-phi goniometer system and modern goniometers with magnetic bases. The option of opening the second port for use is desirable
2. Color video camera attached to a color monitor having cross-hair and optimum lighting should be provided along with appropriate tools for sample centering.
3. If required, the X-ray generator should be provided with an appropriate water chiller (3-phase) of the correct technical specifications and the chiller should require minimal maintenance.
4. Latest X-ray optics focussing system should be provided. The system should ensure high spectral purity and optimize the beam intensity and reduce beam size and beam divergence as much as possible. Beam alignment kit including a PIN diode should be provided and the specifications should be demonstrated using the PIN diode
5. Computer controlled, motorised diffraction detector that allows data collection to high resolution with high dynamic range and signal/noise ratio. The detector should require minimal maintenance.
6. Computers of appropriate specs and necessary software for operation of generator and detector, data collection from protein crystals and diffraction data processing.
7. Liquid Nitrogen cryostream that will provide stable cold nitrogen stream at the required temperature range of 80-320K. The system should be capable of running at 100 ± 0.1 K without ice formation. The system should be provided with all accessories required for trouble-free operation and routine maintenance.
8. The system should be housed in a transparent safety enclosure with appropriate safety interlocks.
9. The associated software must allow full data collection and have a graphical user interface to allow evaluation of quality of diffraction from sample. In addition, software should be provided for data processing, automatic strategy determination, integration and scaling.
10. Vendors can quote for multiple configurations with different technologies for all components. **Cost of each component should be provided clearly in the price bid giving complete break-up. The vendor will take responsibility for integration of different components of the system and complete responsibility for the functioning of the entire system.** Comprehensive warranty for all components should be provided and vendor should promise prompt service visits to ensure minimal downtime. Any downtime will be added to the warranty period. All the components of the facility should be installed by factory-trained engineers and run seamlessly to provide optimal data from test crystals. In-depth training should be provided to personnel managing the facility to render them capable of operation and routine maintenance of all components. The Executive Director, RCB, reserves the right to award the tender in full or in parts. Failure to comply this condition will entail rejection of their bid.

11. **WARRANTY PERIOD:** The equipment (including all spares and accessories) should have 24 months warranty from the date of handing over the fully functional unit to the Institute, against manufacturing defects of material and workmanship.
12. **POST WARRANTY COMPREHENSIVE MAINTENANCE CONTRACT (CMC):** The post-warranty (after 2 years) CMC should be quoted for spares and labor for the complete system which includes all the accessories supplied such as UPS, etc. All local items should be quoted in Indian Rupees. Other items should be quoted in respective foreign currencies; however, conversion of foreign currency into rupees is to be done taking into account the B.C. Selling rate of State Bank of India on the date of opening of price bid. The technical and financial bids should be separately sealed in distinct envelopes and clearly marked. **NOTE: FAILURE TO COMPLY WITH THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. THE PRICE COMPARISON SHALL BE MADE TAKING INTO ACCOUNT BASIC PRICE AND POST WARRANTY CMC.**
13. The quoted equipment should be of International standards and examples of successful installations in the world for each of the components should be provided.
14. 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.
15. Supply of equipment means-Supply, Installation and Commissioning at site. No separate charges will be paid separately on this account.
16. **UP TIME GUARANTEE:** The firm should provide uptime guarantee of 95%.
17. **Downtime penalty Clause:** During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 h) is required. If downtime is 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 attachments 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.
18. **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/warranty period must be attached/enclosed along with the sealed quotation (Financial Bid) 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.

Tender process: The tender will be two part tender, with one part of technical evaluation and second part of commercial evaluation.

Enquiries about the technical needs should be addressed to Dr. Deepak Nair at deepak@rcb.res.in.

BID EVALUATION CRITERIA

- A. The bids shall be ranked on the basis of combined weighted score for quality and cost. The tender shall be awarded to the bidder obtaining the highest total combined score in evaluation of Technical bid and Price (financial) bid.
- B. The bids shall be ranked keeping in view the marks obtained on a scale of 100 marks during evaluation of bids. The technical and Price (financial) bids shall enjoy weight age in the proportion of 65:35 i.e. 65% for the technical bid and 35% for the financial bid.
The financial bids of only those successful bidders who obtain minimum 80% point i.e. 240/300 in Technical evaluation will be opened for **financial evaluation**.
- C. Combined scores of respective bidders shall be obtained by sum of their respective technical bid scores (out of 65) and their respective Price (financial) bid scores (out of 35).
- D. (i) **Criteria for evaluation** of the technical bid/performance of contractors for pre-eligibility

	Attributes		Evaluation
1.	X-ray generator (100 marks): Intensity of beam (greater than or equal to 2.4×10^{11} X-rays/sec/mm ² at the sample position will get full marks) Cathode properties Chiller properties (if needed) Anode properties User experience Ease of maintenance Ease of centering	Breakup 60 10 5 10 5 5 5	(100 marks) 80% marks for minimum eligibility criteria
2.	Optics (50 marks) Quality of X-ray Ease of Alignment Ease of Maintenance Beam Divergence	Breakup 20 15 10 5	(50 marks) 80% marks for minimum eligibility criteria
3.	Detector (50 marks) Technology Ease of integration Data quality Speed of acquisition User experience Active area 2-theta stage Ease of maintenance	Breakup 15 5 5 5 5 5 5 5	(50 marks) 80% marks for minimum eligibility criteria
4.	Cryostream (50 marks) Ease of use Cost of maintenance and Running Integration & User experience	Breakup 20 20 10	(50 marks) 80% marks for minimum eligibility criteria
5.	Miscellaneous (50 marks) Annual Maintenance Contract Software Goniometer properties	Breakup 20 20 10	(50 marks) 80% marks for minimum eligibility criteria

Total = 300 marks

A Minimum of 80% required in essential qualifications.

The technical part of tender will be 65% and price bid will be given a weightage of 35%.

E. **(ii) Financial bid evaluation:-** The bidder quoting to lowest rate will be awarded full points out of 35. Others will be awarded pro-rata.

- 1 The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 2 Conditional bids will also be summarily rejected.
- 3 Subsequently, the technical bids will be evaluated by the expert technical committee of the Institute on the basis of technical bid and technical specifications. The authority for the acceptance of the tender rests with the RCB. The tenders received will be evaluated by RCB Committee to ascertain the best acceptable tender in the interest of RCB.
- 4 Financial bids of only the pre-qualification and technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

However, RCB shall not be bound to accept the lowest or any other tender or to assign any reason for non-acceptance or rejection of a tender. RCB reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper

PRICE SCHEDULE 'A'

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN TO BE SUPPLIED IN INDIAN CURRENCY

1	2	3	4	5							6
Item Sl. No.	Brief Description of Goods (with make & model)	Country of origin	Quantity (Nos)	Price per unit (Rs.)							Total price (at consignee site) basis (Rs.)
				Ex-factory / Ex-warehouse / Ex-showroom / Off-the shelf	Excise Duty(if any) [%age & value]	Sales Tax/VAT (if any)[%age & value]	Transportation , loading/ unloading and incidental costs till consignee's site	Insurance charges for a period including 3 months beyond the date of delivery	Incidental services (including installation & commissioning, supervision, demonstration and training) at the consignee's site	Unit price (at consignee site) basis	
				(a)	(b)	(c)	(d)	(e)	(f)	(g) =a+b+c+d+e+f	4 (quantity) x 5 (g) (Unit Price)

Total Tender price in Rupees: _____ In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI – Price Schedule C

Place:

Date:

Name:

Business Address

Signature of Tenderer

Seal of Tenderer

PRICE SCHEDULE 'B'

PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD IN FOREIGN CURRENCY

1 Item Sl. No.	2 Brief description of goods (with make & model)	3 Country of origin	4 Qty (Nos.)	5												
				Gross FOB price at sea/air port of Lading (inclusive of agency Commission) (a)	Amount and percentage of Agency Commission ** (b)	Net FOB excluding Agency Commission) (a-b) (c)	Insurance & Freight (d)	Net CIP by Air/Sea at the port of entry (c+d) (e)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) ** (f)	Custom Clearance & Handling charges ** (g)	Loading/ Unloading, inland transportation, insurance & incidental costs till consignee's site ** (h)	Installation commissioning, supervision. Demonstration & training at the consignee's site ** (i)	Unit price on DDP basis at consignee's site			
															In foreign currency	In Indian rupees
															=(e)	=(b+f+g+h+i)

** To be quoted in Indian Currency

Total price at Consignee's site

(A) In Foreign currency : column (4 x e) _____ (In figures and words) plus

Note:-

** (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs. _____ (In figures and words)

- The tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
- The bidder break up of price under various columns is for comparison of price up to delivery of goods at consignee's site for tender evaluation.
- The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.
- All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract. The purchaser can place the order on CIP or DDP basis.
- The price quoted in foreign currency in column (e) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders.
- The charges for Annual CMC after warranty shall be quoted separately as per price schedule 'B'.

Place:

Date:

Name:

Business Address

Signature of Tenderer

Seal of Tenderer

PRICE SCHEDULE 'B'

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
Item Sl. No.	Brief Description of the Goods	Quantity (Nos.)	Comprehensive Maintenance Contract Cost for each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			A	B	C	D	e	

* After completion of warranty period

Note: -

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next 5 (or as specified) years on yearly basis for complete equipment.
2. The cost of CMC may be quoted along with taxes applicable on the date of Tender opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of CMC may be added for ranking/evaluation purpose.
4. The uptime warranty will be 98% on 24 (hrs) x 7 (days) x 365 (days) basis.
5. The stipulation in technical specification will supersede above provision.
6. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place:

Date:

Name:

Business Address

Signature of Tenderer

Seal of Tenderer

REGIONAL CENTRE FOR BIOTECHNOLOGY

(SCHEDULE-'B')

Tender Ref. No. : RCB/ATN/06/15-16
 Subject : Purchase of High Intensity X-ray Diffraction Facility
 Date of Submission : On or before 22/07/2015 upto 14.00 hours.
 Date of Opening : 22/07/2015 at 15.00 hours

1. Tender should be addressed to the Executive Director, Regional Centre for Biotechnology, Faridabad 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.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:-

- 1) 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

2) **TENDERS SUBMITTED WITHOUT FOLLOWING TWO BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.**

5. The tenderers should give rates for each component, 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:**

NEFT: Up to Rs.1 lakh – Rs.5/- per transaction

Rs. 1 lakh and above – Rs.25/- per transaction

RTGS: 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 fulfillment 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.
- 15A. The tender rates should be kept open/valid for a period of one year from the date the tenders are opened.
15. 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.**
16. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
17. 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.
18. **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, FARIDABAD 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.
19. **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.
20. Rates quoted should be valid for ONE YEAR from the date of opening of tender.
21. 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.
22. 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.
23. Force majeure will be accepted on adequate proof thereof.
24. The Executive Director, RCB, Faridabad 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.
25. 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.

26. The Executive Director, RCB, reserves the right to cancel/reject full or any part of the tender which do not fulfill the conditions stipulated in the tender.
27. **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.**
28. TENDER MAY BE REJECTED IF THE COPY OF VALUE ADDED TAX (VAT) REGISTRATION IS NOT FURNISHED (IF APPLICABLE).
29. The quantity shown in the tender can be **increased or decreased** to any extent depending upon the actual requirement.
30. 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.
31. **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.**
32. **THE TENDERERS MUST QUOTE THEIR MODEL STRICTLY AS PER TENDER SPECIFICATIONS.**
33. 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.
34. The quoted equipment should preferably be of Indian/International standards.
35. 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.
36. Supply of equipment means-Supply, Installation and Commissioning at site. No separate charges will be paid separately on this account.
37. **UP TIME GUARANTEE:**
The firm should provide uptime guarantee of 95%.
38. **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.

16 GUARANTEE/WARRANTEE PERIOD: THE TENDERERS MUST QUOTE FOR 2 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). ALSO, THE BIDDERS ARE REQUESTED TO SUBMIT THEIR QUOTE FOR AMC (LABOUR ONLY) SEPARATELY IN ADDITION TO CMC QUOTE. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. HOWEVER, PRICE COMPARISION SHALL BE MADE TAKING INTO ACCOUNT ON BASIC PRICE AND POST WARRANTY CMC.

17 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.

18 **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/warranty 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.

19 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.

20 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.

21 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.

22 Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, place of shipment/Airfreightment, etc.

23 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.**

24 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.

25 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

26 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.

27 Successful tenderers, should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute.

28 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".

29 The supplier shall furnish a list of organizations where the equipment, in question, has/have been supplied with the period during the last one year and performance certificate from such organization may also be provided.

30 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 a period of 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 a period of 62 months from the dated of satisfactory Installation certificate issued by the 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 62months 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) 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 QUOTE PRICE.