

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

S.NO. OF TENDER : \_\_\_\_\_  
FILE NO. : RCB/ATN/01/14-15  
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.2,40,000/-** 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 RCBGurgaon.

**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**

180, Udyog Vihar Phase-I, Gurgaon, India

RCB/ATN/01/14-15

Dated **29 Dec 2014**

**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 Regional Centre for Biotechnology, NCR-Biotech Science Cluster, Village Bhankri, District Faridabad (Haryana) :-

<b><u>Tender Ref.</u></b>	<b><u>Item/Equipment</u></b>	<b><u>Qty</u></b>	<b><u>Tender Fee (in INR)</u></b>	<b><u>Bid Security/EMD (In INR)</u></b>
RCB/ATN/01/14-15	Laser Capture Microdissection Microscope	01	1000/-	Rs 2,40,000.00

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 21.01.2015 and opening of Tenders will be on 21.01.2015 at 16:00 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/01/14-15

Name of the Item: PURCHASE OF LASER CAPTURE MICRODISSECTION MICROSCOPE

## SPECIFICATIONS OF LASER CAPTURE MICRODISSECTION MICROSCOPE

The system should be capable of collecting large as well as micro samples from slides or petri dishes using laser microdissection with single UV/IR laser with long lifetime (with solid state pulsed laser).

1. Specimen should be collected distantly from the slides or petri dishes in a non-contact way to achieve contamination-free, pure samples.
2. The system should be based on an advanced motorized inverted microscope for live cell micro dissection. Motor should be operable through software and the microscope.
3. Laser path should be coupled through apochromatically corrected epi-fluorescent illumination path for homogenous UV/IR transmission and aberration-free laser manipulation and higher precision.
4. The laser focusing and power attenuation should be motorized and continuously adjustable from system software and should be programmed for settings of each objective.
5. Laser beam should be FTSS solid state UV pulsed laser. Laser beam should be stationary and focused in the center of the field of view to cut the sample at the focus. Laser power should be minimum 85-90 micro Joules or higher with pulse duration less than 2 nSec.
6. The system should enable fast, easy, single-cell and large area microdissections of soft as well as non-soft tissues of approximate size range of 5  $\mu\text{m}$  to 100  $\mu\text{m}$  or more.
7. System should be capable of laser microdissection, microsurgery/irradiations and laser ablation of a range of preparations including:
  - Plant cells/tissues
  - Animal cells/tissues
  - Live cells and cell cultures
  - Paraffin embedded and cryofixed tissue sections (new or archival)
  - Chromosomal preparations and organelles
  - Biofilm in vitro, e.g. moist materials
  - DANN Double Strand Breaks for protein studies in vivo (fluorescent mode)
  - Stained and unstained specimens
  - Fluorescent and transmitted-light mode
8. System should be capable of visualizing micro-dissected samples in the collection vessel/cap.
9. System should be suitable to use locally available and less expensive consumables (like standard micro centrifuge tubes/caps, standard glass slides) for sample dissection and collection without requiring any special consumables adhesives.
10. The system should consist of following components:
  - Motorized Inverted Research Fluorescence Microscope 12V/100W halogen/LED illumination with z motorization with step size of 10-15 nm or better.
  - Computer controlled, motorized scanning stage, with step size of 200 nm, 1  $\mu\text{m}$  resolution, and < 1  $\mu\text{m}$  repositioning accuracy and with three slide holding positions as well as inserts for cell culture. The stage must be of the micro titer form factor.

- Plan-neoflaur objectives for 5X, 10X/0.3 or better, long distance 20X/0.4 or better with correction collar (WD 8.4-7.4 mm), long distance 40X/0.6 or better with correction collar (WD 3.3-2.5 mm), long distance 60X(or63 X)/0.6 or better with correction collar.
- Apochromatically corrected fluorescence beam path with 100 W Mercury Illumination for fluorescence sample observation. 6-position reflector turret with standard laser specific narrow bandpass filter for DAPI, GFP, DsRED, and DIC filters should be offered.

#### 11. Specimen Collector

- The system should have motorized cap/collector mover with integrated diffuser (may be controlled through operating software) for better visibility of morphological information from uncovered specimen. Specimen collector must be programmable and to be used only during sample collection and not during laser microdissection. Sample collection tubes or caps should be placed distantly from the slides throughout the experiment. The cap may be moved to as many slides as desired to capture as many cells as necessary.
- It should accommodate at least 2 caps/collection tubes at a time.
- Alignment of cap should be automatic through the software and there should be single button push possibility for the movement of the cap to and from the collecting position.

#### 12. Control computer and software

- Pre-configured Control Computer and Software from manufacturer and should be shipped along with the system. Latest computer configuration (minimum with Xeon Quad-Core processor speed, at least 8 GB RAM, 1TB HDD; suitable OS (Windows 7 if compatible) with high resolution 30" monitor.
- The system should be offered with high-resolution digital color camera with 1.4 million net effective pixel resolution, pixel size 6.45 micron, 12 bit with 7 fps at full resolution. IEEE 1394 fire wire/USB based camera for precise visualization of samples under micro dissection as well as imaging.
- The microscope image should be overlaid with the user interface for real time control of the laser positions.
- There should be a facility for drawing free hand ROIs of the cutting area of the sample and the ROIs should be color coded as a batch collection. All ROIs should be capable of being saved and reused at any point of time.
- The stage movements should be smoothly transformed through mouse movement.
- The system should have image storage with image archiving and other relevant image process options.
- Modules for Multichannel acquisition, time lapse, z stack, and stitching should be part of standard supply.
- Additional offline data processing computer of appropriate configuration with pre-loaded offline image analysis software with features including co-localization and merging.

#### 13. General Requirements

- Online UPS of sufficient capacity to power the entire system.
- The system should have all safety measures for laser operation.
- The system should be installed and demonstrated at site by a factory trained service engineer. An application specialist should provide training, as and when required, at no additional cost.
- System maintenance and service supports should be specified clearly. Any update of the system or software within one year from the date of installation should be provided free of cost.
- Should include a consumables starter kit for first application use containing a minimum of 100 PEN membrane slides, 1000 200 µl collection tubes, 50 adhesive caps 200 µl, and starter kit for live cell collection.
- The system should be upgradable to live cell Imaging system at site i.e. compatible to Incubation system at installation site.
- Technical compliance should be supported by Technical literature and Manuals to be enclosed in the tender bid, and should also be available on the website of the manufacturer.
- Credibility: Manufacturers must demonstrate a record of successful installations of quoted or similar model in similar reputed institutions/research centers across India. A comprehensive list of prior installations with mail ids and phone

numbers should be provided.

- Satisfactory performance certificate from at least three users in India where a similar model is installed should be submitted.
- Demonstration of quoted system in nearby institute or university is mandatory.

14. WARRANTY PERIOD: The equipment (including all spares and accessories) 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.

15. POST WARRANTY COMPREHENSIVE MAINTENANCE CONTRACT (CMC): The post-warranty (after 5 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.**

16. The quoted equipment should be of International standards.

17. 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.

18. Supply of equipment means-Supply, Installation and Commissioning at site. No separate charges will be paid separately on this account.

19. UP TIME GUARANTEE: The firm should provide uptime guarantee of 95%.

20. 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.

21. 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

Optional items:

- Software module for Automatic Pattern Recognition for Automatic Laser micro dissection
- Hardware for optical sectioning using structured illumination technique with two to three grids for available objectives, having automatic grid change facility.
- Complete live cell Incubation system/attachments including CO<sub>2</sub> module, temperature and humidity modules
- A monochrome high-resolution digital cooled camera with 1.4 million net effective pixel resolution, pixel size 6.45 micron, 12 bit with 7 fps at full resolution. IEEE 1394 fire wire/USB based camera for fluorescence imaging.
- All accessories and related consumables available for the system should be quoted.

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

Tender Ref. No. : RCB/ATN/01/14-15  
Subject : Purchase of LASER CAPTURE MICRODISSECTION MICROSCOPE  
Date of Submission : On or before 21.01.2015 upto 15.00 hours.  
Date of Opening : 21.01.2015 at 16.00 hours

---

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.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:-**

- 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, 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 conforming 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, 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.
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, 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.
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.
- 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 COMPARISION SHALL BE MADE TAKING INTO ACCOUNT ON BASIC PRICE 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 with the period during the 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 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 QUOTED PRICE.**