

RAJIV GANDHI CENTRE FOR BIOTECHNOLOGY



An Autonomous National Institute for Discovery, Innovation & Translation in
Biotechnology and Disease Biology under Government of India,
Ministry of Science & Technology, Department of Biotechnology,
Thycaud, P.O., Poojappura,
Thiruvananthapuram - 695 014, Kerala, INDIA.
Tel: 91-471-2529400 (30 Lines), 2347975, 2348104, 2348753, 2345899
Fax: 01-471-2348096, 2346333

GSTIN: 32AAAAR6003P1ZK

PAN: AAAAR6003P

TWO-PART TENDER FORM

Tender No. :RGCB/PUR/TPT/18/351

Date: December 12, 2018.

Tender Fee: Rs. 2,360.00 (inclusive of 18% GST).

Last date for receiving both Part-I (Techno-Commercial Part) and Part-II (Price Part) of the tender in separate sealed envelopes at the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India:

11.30 A.M.; January 16, 2019.

Due date and time for opening of Part-I of the tender (Techno-Commercial Part):

02.00 P.M.; January 16, 2019.

Due date and time for opening of Part-II of the tender (Price Part):

11.30 A.M.; February 15, 2019.

To,
M/S.....
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Dear Sirs,

Sub : SUPPLY, INSTALLATION AND COMMISSIONING OF HIGH SPEED FLOW CYTOMETER SORTER SYSTEM WITH FIVE LASERS & ACCESSORIES. (QUANTITY: 1 No.).

This booklet contains Invitation to tender, tendering conditions, contracting conditions and specifications of stores (Section-C) required by us. The tenders in respect of this case are to be submitted in TWO-PARTS. If you are interested to quote, please go through the contents particularly the tendering conditions and ensure that your quotation reaches us on or before the due date and time indicated above.

Please note that PART-I (TECHNO-COMMERCIAL) Offer should contain only the description of the items, quantity and its technical specifications, compliance statement and other related commercial terms and conditions of the offer, while PART- II (PRICE) should contain only price. In case, the bidders include the price in Part - I (Techno-Commercial) of their bid, such offers will be disqualified and the bidder's representative will not be allowed to participate in the tender opening.

Yours faithfully,

-Sd/-

S. Mohanan Nair,

Chief General Manager & Controller of Administration.

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INSTRUCTION SHEET

Instructions to tenderers, indicating the tender number, last date and time for receipt of tender, place at which the tender can be submitted and the date/time and venue in which tenders will be opened.

Tender No. RGCB/PUR/TPT/18/351

Date: December 12, 2018.

Short Description of Stores: SUPPLY, INSTALLATION AND COMMISSIONING OF HIGH SPEED FLOW CYTOMETER SORTER SYSTEM WITH FIVE LASERS & ACCESSORIES. (QUANTITY: 1 No.)

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11.30 A.M.; January 16, 2019.

Due date and time for opening of Part-I of the tender (Techno-Commercial Part):
02.00 P.M.; January 16, 2019.

Due date and time for opening of Part-II of the tender (Price Part):
11.30 A.M.; February 15, 2019.

Venue for opening of the tenders:

The Faculty Seminar Hall, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India.

Earnest Money Deposit: The bidders shall furnish an Earnest Money Deposit (EMD) for Rs. 3,40,000.00 (Rupees Three Lakhs Forty Thousand only) along with their tender (i.e. Part-I - Techno-Commercial) by a demand draft or banker's cheque in favour of the Director, Rajiv Gandhi Centre for Biotechnology, payable at Thiruvananthapuram. The EMD of the unsuccessful bidders will be returned within 15 days of the award of the contract. All tenders received without EMD will be summarily rejected. Firms registered with DGS&D, NSIC and Government Public Undertakings who are exempted from payment of EMD will be allowed exemption, subject to furnishing a copy of such registration which includes the offered item under this tender.

TWO-PART TENDER No. RGCB/PUR/TPT/18/351

SECTION -A

INVITATION TO TENDER AND TENDERING CONDITIONS:

1.0 INVITATION TO TENDER

1.1 The Controller of Administration on behalf of the Director, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India., invites sealed tenders in quadruplicate for the supply of plant, machinery, equipment, component to the specifications detailed in Section 'C' to this tender document. The conditions of contract which will govern the contract pursuant to the tender are as contained in Section 'B' of this tender document. If you are in a position to quote for the item(s) in accordance with the technical specifications indicated in Section 'C' to this tender document and as per conditions in this section and Section 'B', please submit your offer in a manner and method specified below:

2.0 MANNER AND METHOD FOR SUBMISSION OF TENDERS

2.1 All tenders in response to this invitation shall be submitted in Two Parts in ENGLISH as under and in different envelopes.

3.0 PART-I (TECHNO-COMMERCIAL)

3.1 This part of the tender shall include/contain all technical details, technical specifications, drawings, compliance statement and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered EXCLUDING ANY PRICE DETAILS THEREOF.

3.2 Part-I (Techno-Commercial): should contain/include only technical specifications, technical details, compliance statement, literature, reference to earlier supplies of similar equipment (without enclosing the purchase order copies), drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the tenderer for purchase, term of price, mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. This part of the tender i.e. Part-I (Techno-Commercial) shall be enclosed separately in an envelope duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document.

3.3 The tenderer shall take special care NOT TO MIX UP the price of the item(s) in this part of the tender.

4.0 PART-II (PRICE)

4.1 This part should contain only the prices of the item(s) offered for supply and the charges for the services to be rendered.

4.2 Part-II (Price) shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lump sum charges for erection and commissioning work for per diem charges for the supervision of erection and

commissioning work as envisaged in the Purchaser's tender document, testing charges, third party inspection charges etc. This part of the tender i.e. Part-II(Price) shall be enclosed separately in an envelope and shall be sent duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for receipt and opening of the tenders as indicated in the instruction sheet of this tender document.

- 4.3. The tenderer will co-relate the prices in Part-II of the tender with the description of the item(s) indicated in Part-I (Techno-commercial) by allotting a running serial number in order to enable the Purchaser to identify the prices with the relative items in Part -I (Techno-commercial).
- 4.4. Part-I (Techno-commercial) and Part-II (Price) should be sealed in separate envelopes and further enclosed in a common envelope. This envelope containing both Part-I (Techno-commercial) and Part-II(Price) should again be sealed and super scribed with the Purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document and should reach the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on or before the time and date specified for its receipt. If the tenderers fail or omit to furnish/reach any one part of the tender, i.e. either Part-I or Part- II within the initial due date and time specified for its receipt in the instruction sheet of this tender document such tenders will be treated as incomplete and are liable for rejection.
- 4.5. If the tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender such offers are liable for rejection without any notice to the tenderers.
- 4.6. **GOODS and SERVICE TAX (GST) :** The Purchaser is registered with Department of Scientific and Industrial Research (DSIR), New Delhi, and eligible for availing Concessional IGST @ 5% and CGST-SGST @ 2.5% each in terms of the Notifications No. 47/2017-Integrated Tax (Rate) dated 14.11.2017 and 45/2017-Central Tax (Rate) dated 14.11.2017 issued by Department of Revenue, Ministry of Finance, Government of India. The Purchaser will provide the Essentiality Certificate and attested copy of DSIR Registration Certificate to the Supplier while placing the Purchase Order. Therefore, the IGST and CGST-SGST shall be applicable only @ 5% and 2.5% each respectively in case of (a) Scientific and technical instruments, apparatus, equipment (including computers); (b) accessories, parts, consumables and live animals (experimental purpose); (c) computer software, Compact Disc-Read Only Memory (CD-ROM), recorded magnetic tapes, microfilms, microfiches; (d) Prototypes, the aggregate value of prototypes received by an institution does not exceed fifty thousand rupees in financial year, except Services and outsourcing.
- 4.7. **CUSTOMS DUTY:** The Purchaser is entitled for assessment of customs duty at the Concessional rate as per Customs Notification No. 51/96-Custom dated 23.7.1996 issued by the Department of Revenue, Ministry of Finance, as amended from time to time, in respect of purchases made for the Research Institutions registered with DSIR, New Delhi. In case an Indian vendor/agent submits an offer for supply of imported stores in Indian Rupees, they should quote price for free and safe delivery of stores at destination.
- 5.0 **LATE/DELAYED TENDERS**
- 5.1 If the common envelope containing Part-I (Techno-commercial) and Part-II (Price) does not reach the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on or before the due date and time specified for its receipt, such tenders will be treated as Delayed/Late tenders and will neither be opened nor considered by the Purchaser and will be summarily

rejected. The tenderers should therefore take care and ensure that both Part-I and Part-II of their tenders reach the office of the Controller of Administration as detailed above on or before the due date and time specified for their receipt to avoid the rejection of the tenders.

6.0 OPENING OF TENDERS

6.1 Unless otherwise preponed, or postponed with advance intimation to the tenderers, tender will be opened in two stages in The Faculty Seminar Hall, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on the date and time indicated in first page of the instruction sheet of this tender document.

6.2 Part-II (Techno-commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the instruction sheet of this tender document while the Part-II (Price) will be opened at the second stage on the due date and time indicated for opening in the instruction sheet of this tender document after completion of the evaluation of the Techno-commercial part (Part-I) of the tender.

6.3 While all the tenderers who submit tenders within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-commercial) of the tender on the due date and time indicated in the instruction sheet of this tender document, opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Fax/Letter/E-mail etc.

6.4 The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to the Purchaser, will be given seven days advance intimation by the Purchaser to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified/disqualified tenderers will neither be given any intimation about the due date and time for opening Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. Part-II (Price) of the technically unqualified/disqualified tenderers will not be opened.

7.0 AUTHORITY LETTER

7.1 The tenderers who wish to participate in the opening of the tenders may depute their representatives to the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on the respective due date, time and venue as indicated in the instruction sheet of this tender document with an authority letter addressed to the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India which should be produced to the officers who are opening the tenders, on demand, to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.

7.2 The tenderer's representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.

8.0 HOLIDAYS

- 8.1 If the date(s) specified for receipt and opening of the tender is/are declared as holidays abruptly by the competent authority due to any administrative reasons, then the due date(s) or receipt/opening of tenders will be postponed automatically to the next working day. As for instance, if the due date for receipt of tender falls on 3rd day of a particular month and its opening on 4th day of the month and if the 3rd day of the month is declared as a holiday, then the due date for receipt of tenders will stand automatically postponed to 4th day of the month while its opening will be on 5th day of the month.

9.0 TECHNICAL CLARIFICATIONS

- 9.1 After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for the technical authorities/user department to seek clarifications from the tenderers, the same will be sought for from the tenderers by the technical authorities/user department. In such an event the tenderer shall;

(a) Furnish all technical information/clarification to the concerned technical authority directly in an envelope to reach on or before the due date and time fixed by the technical authorities with a copy to the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarifications/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion Director, Rajiv Gandhi Centre for Biotechnology, without any further notice. The tenderers should not however, furnish altogether a new offer at this stage which is different from the Purchaser's tender specifications.

(b) Have an option to modify the price based on the technical clarifications or discussion the tenderers had with the user department. In case they wish to make any revision in the price, they should communicate such a revision in price only to Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India and copies of this communication should not be forwarded to the technical authorities/user department at all. This letter containing the price revision should be enclosed in an envelope duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for its receipt and reach the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on or before the due date and time specified for its receipt in the instruction sheet of this tender document.

(c) Be free to intimate any revision in price irrespective of the fact whether technical clarifications have been sought for or not by the technical authorities from the tenderers. In such cases, they should communicate such a revision in price in a letter addressed only to the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India justifying such revision and copies of this communication should not be forwarded to the technical authorities user/department at all. This letter containing the price revision should be enclosed in an envelope duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for its receipt and should reach the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on or before the due date and time specified for its receipt in the instruction sheet of this tender document.

(d) Irrespective of the circumstances whether technical clarifications have been sought for or not from any other tenderers, the tenderers will be free to have technical discussion with the technical authorities concerning the scope details of the tender etc. if they so consider it necessary, and based on such discussion, the tenderers are free to effect revision in price and in such cases they should communicate such a revision in price in a letter justifying the revision addressed only to the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India and copies of this communication should not be forwarded to the technical authorities/user department at all. This letter containing the price revision should be enclosed in an envelope provided by the technical authorities/user department duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for its receipt and should reach the office of the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India on or before the due date and time specified for its receipt.

10.0 POSTPONEMENT OR PREPONEMENT OF THE DATE FOR OPENING OF PART-II (PRICE)

10.1 The Purchaser may at his discretion, depending upon the time needed for completion of the technical evaluation, pre-pone or postpone the due date fixed for opening of the Part-II (Price) of the tender. If opening of the Part-II (Price) of the tender is required to be postponed due to non-completion of the evaluation of Part-I (Techno-commercial) of the tender, intimation towards postponement of the opening of the Part-II (Price) of the tender will be given to all the tenderers who have submitted the offers within the due date and time specified. However the tenderers whose techno-commercial offers (Part-I) have been found suitable to the Purchaser will only be given intimation about the due date for opening of the Part-II (Price) of the tender and such tenderers i.e. whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

11.0 VALIDITY OF OFFERS

11.1 Offers shall be kept valid for acceptance for a period of 90 (ninety) days from the date of actual opening of Part-II (Price) of the tender. Offers with shorter validity period will be liable for rejection.

12.0 CATALOGUES/TECHNICAL LITERATURE

12.1 All necessary catalogues/drawings technical literature data as are considered essential for full and correct evaluation of the offers shall invariably accompany the Part-I (Techno-commercial) of the tender.

13.0 TERMS AND CONDITIONS OF THE CONTRACT

13.1 It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of the Contract as contained in form which is Section 'B' of this tender document. Tenderers must therefore take special care to go through these general conditions of contract and in exceptional cases if any deviations are proposed, these must be clearly indicated in the Part-I (Techno-commercial) of the tender as a separate annexure instead of merely enclosing their printed conditions of sale. Tenders made subject to counter conditions of far too many deviations from the general conditions of contract i.e. Section 'B' of this tender document are liable to be ignored. It should also be realized that failure to bring out deviations from the General Conditions of Contract contained in Section 'B' of this tender document will imply that the tenderer is willing to execute the contract as per the Purchaser's terms and conditions of contract.

14.0 PRICE

- 14.1 The prices quoted must be FIRM and preference will be given to such tenders. In exceptional cases (e.g. items involving substantial use of raw materials susceptible to sharp fluctuation in prices) if prices are quoted subject to variation it shall be on the basis of a standard Price Variation Formula. The basis for calculation shall be very clearly stated. Here again preference will be given to the tenders with a specific ceiling on escalation.
- 14.2 Prices quoted shall be in the currency of the country of origin and the offers linking the quoted currency with some other currency are liable to be ignored.
- 14.3 Prices quoted must be on the following basis:
- 14.4 Ex-works duly packed.
- 14.5 F.O.B. Port of Shipment (i.e. Free on Board the Vessel at the nearest Port of Shipment - packing, inland freight, charges towards loading the consignments on the vessel, documentation etc. included) Name of the Port (Sea) proposed for shipment if by sea freight shipment, shall be clearly indicated.

OR

- 14.6 Free Carriers Airport (FCA) Gateway Airport in the case of air shipment.
- 14.7 C.I.P. Trivandrum (TRV) International Airport or C.I.F. Kochi (COK) Sea Port, INDIA as the case may be (Cost, Insurance & Freight upto Trivandrum International Airport or Kochi Sea Port, INDIA (all inclusive cost including insurance i.e. cost of goods, packing inland freight, pre-paid airfreight or sea freight, documentation etc.). All import terms are followed as defined in the Incoterms ® Rules 2010.
- 14.8 All Indian Currency prices should have the break-up of Ex-Works, Packing and Forwarding, Freight and GST upto FOR Destination (Stores) of the Purchaser.

15.0 SPARES AND ACCESSORIES

- 15.1 Tenders for Plant /machinery/equipment/component shall also indicate prices for essential accessories, optional accessories and spares necessary for satisfactory operation of the plant/machinery/equipment;
- 15.3 for a period of five years.
- 15.4 Prices for accessories and spares shall be itemized. Tenders where only lumpsum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also the individual price for these items. These details should be included only in Part- II (Price) of the tender. However, a list of spares and accessories without the price should be included in Part - I (Techno-commercial) of the tender.

16.0 QUANTITY

- 16.1 The Purchaser reserves the right to accept tenders for any quantity of his choice and the tenderers shall be bound to accept a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or any tender in full or part without assigning any reasons.

17.0 AUTHORITY OF AGENTS

17.1 In case where a tender is submitted by an Indian Agent on behalf of his foreign principal, such tender should be supported with a 'Letter of Authority' from such Principal that the Indian Agent has been authorized to submit the tender on behalf of the principal. Tenders not accompanied by such a Letter of Authority are liable to be ignored. However, acceptance of offer will be communicated only to the foreign principals directly. The Foreign Principal shall ensure that he submits offer only through one single Indian Agent.

18.0 AGENCY COMMISSION

18.1 Commission payable to the tenderer's Agents in India, if any, shall be included in the price. Name and address of the Agents and the percentage of commission payable to them and included in the price shall be clearly indicated. The commission will be paid directly to the Indian Agents in equivalent Indian Currency. The Foreign Principal shall ensure that he submits offers only through one single Indian Agent.

19.0 STATUS OF INDIVIDUAL SIGNING THE OFFER

19.1 Individuals signing the tender form and other connected documents must specify the capacity in which they sign, like;

19.2 Whether signing as a 'Sole Proprietor' of the firm or his attorney.

19.3 Whether signing as a 'Partner' of the firm or his attorney.

19.4 Whether signing for the firm 'As Agent'.

19.5 Whether signing for the firm 'As Authorized Signatory'

20.0 TRAINING

20.1 The contractor shall, in special cases, if required by the Director/Controller of Administration, Rajiv Gandhi Centre for Biotechnology, Thycaud, P.O., Poojappura, Thiruvananthapuram - 695 014, Kerala, India, provide facilities for the practical training of the Purchaser's scientists, engineers and technical personnel from India and for their active employment process of plant/machinery/equipment/instrument through the manufacturing period of the contracts/stores. Such training would normally be required only in case of special plant/machinery/equipment/instrument and particularly manufactured equipments. In such an event, the Contractor shall bear traveling and billeting expenses of the trainees and also bear the cost of the training proper. Wherever he would recommend such training, he should furnish the details of such training and indicates clearly the number of trainees and the duration of the training that he would recommend.

21.0 SUBMISSION OF DRAWINGS

21.1 The tenderer shall furnish all drawings pertaining to the plant/machinery/equipment/component to the Purchaser along with the tender for correct understanding and appreciation of the tender in quadruplicate. Besides, tenderers should also furnish general arrangement, schematic and such other drawings prescribed by the Purchaser within 4 weeks from the date of receipt of a Purchase Order for approval. Such drawing should be furnished along with Part - I (Techno-Commercial) of the tender. Tenderer's drawing will form part of the Purchase Order/Contract only after these are approved by the Purchaser.

22.0 SUB-CONTRACTING/SUB-LETTING

22.1 The tenderer in the event of his tender being accepted by the Purchaser shall not assign/sublet or delegate the contract or any part thereof without the prior written consent of the Purchaser which consent shall not be unreasonably withheld, but the tenderer may without the Purchaser's consent purchase such parts, accessories, raw materials, etc. from any of the leading and reputed manufacturers in case he does not normally manufacture such items. However the contractor shall be solely responsible for the satisfactory execution of the contract irrespective of the fact whether a part or a portion of a contract has been assigned or sublet by him to a sub-contractor even when such sub-contracting has been done with the prior written consent of the Purchaser.

23.0 SHOP/FACTORY EVALUATION, QUALITY SURVEILLANCE/INSPECTION AND SUBMISSION OF PROGRESS REPORTS.

23.1 The Purchaser or his technical authorities may at his option and prior evaluation of the tender depute his inspector or any quality surveillance of his choice to the factory/workshop of the tenderer to assess and establish the manufacturing capability etc., of the tenderer. Similarly, the Purchaser may also depute his Inspector/Quality Surveillance agency of his choice for inspection of the plant/machinery/equipment/component during the various stages of manufacture. In such an event the tenderer/contractor shall;

23.2 allow reasonable facility and free access to his factory/works/records to the Inspector for the purpose of inspection or for ascertaining the progress of manufacture and delivery.

23.3 provide the drawings, toolings, gauges, instruments etc. required for carrying out the inspection work.

23.4 produce an inspection plan to the Purchaser's satisfaction notifying him when check points on the plan are imminent.

23.5 not supply or deliver the plant/equipment/machinery/component unless and until a Shipping Release or an authorization for despatch is obtained in a format provided by the Purchaser. Failure to comply with this instruction will not only result in withholding of the payment to the contractor/supplier but also hold the tenderer/contractor liable for payment of compensation to the Purchaser due to delay in clearance of the equipment/plant/machinery/component from the carriers.

24.0 ERECTION AND COMMISSIONING

24.1 Tenderers must clearly and separately furnish in their offers the terms of supervision of erection and commissioning particularly in respect of plant/machinery/equipment.

24.2 In respect of Contractors involving installation and commissioning by the overseas supplier where identifiable charges for the same has been quoted by the tenderer, he shall bear the income tax liability as per the rates prevailing at the time of undertaking the job in accordance with the Income Tax Act in force in India.

25.0 INSTRUCTION MANUAL

25.1 In respect of plant/machinery/equipment/instruments/apparatus, where instruction/operation manual is normally necessary to enable the user to put the plant/machinery/equipment/instrument/apparatus to proper use, the Contractor shall furnish such an instruction/operation manual specific to the item(s)/stores being supplied along with the plant/machinery/equipment/instrument/apparatus. The Contractor shall clearly specify in the offer about his readiness to supply instruction/operation manual.

26.0 PACKING

26.1 Tenderers shall note that packing for shipment shall be in accordance with the instructions outlined in this tender document and each package shall be limited to the size and weights that are permissible under the existing Air and Sea limitations. Even when no packing specification is included in the invitation to tender, it will be Supplier's responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.

26.2 The equipment shall be so packed and protected as not to suffer deterioration damage or breakage during shipment and storage in a tropical climate.

26.3 Each package shall be properly labeled to indicate the type and quantity of material it contains, the purchase order number, its dimensions and weight and any other necessary data to identify the equipment and relate it to contract.

27.0 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT

27.01 If any deviation or substitution from the technical specifications contained in Section 'C' to this tender document is involved, such details should be clearly indicated in Part - I (Techno-Commercial) and should be added as an annexure to Part-I(Techno-Commercial) of the tender as otherwise it shall be an admission on the part of the tenderer that he will supply the equipment as specified by the Purchaser. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of Contract contained in Section 'B' of this tender document shall be indicated by the tenderer in another annexure to Part-I(Techno-Commercial) of the tender. Part-I(Techno-Commercial) should be submitted in accordance with the format provided by the Purchaser at Section 'D' of this tender document.

27.2 Part-II(Price) should be furnished in accordance with the format provided by the Purchaser at Section 'E' of this tender document.

28.0 DELIVERY

28.1 Tenderers should strictly adhere to the delivery schedule mentioned in the offer.

29.0 ACCEPTANCE OF TENDERS

29.1 Acceptance of tenders by the Purchaser will be sent by fax, e-mail, letter etc. within the validity of the tender and such a fax, e-mail, letter etc. would then be followed by a formal purchase order/contract. The tenderer whose offer is accepted will

proceed with the execution of the contract on the basis of such advance acceptance of tenders without waiting for a formal purchase order/contract and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the manufacture without waiting for a formal purchase order/contract and delivery period will be reckoned from the date of the Letter/Fax/e-mail of Intent.

30.0 RESULT OF THE TENDERS

30.1 Unsuccessful tenderers will be informed of the result in their tenders.

31.0 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT

31.1 In case the commercial terms and conditions of sale contract stipulated in Part- I (Techno-commercial) of the tender submitted by the tenderer are at variance with the Purchaser’s General Conditions of all Contracts/Special Conditions of Contract stipulated in Section ‘B’ of this tender document, the Rajiv Gandhi Centre for Biotechnology will settle the commercial terms and conditions of contract with the tenders chosen for award of the contract by holding discussion with them OR by sending Fax/Letter/E-mail etc. In case the concerned tenderer to whom an intimation thereof is given does not respond/fail to respond to communication sent by the Rajiv Gandhi Centre for Biotechnology within the date specified his tender is liable for rejection at the discretion of Director, Rajiv Gandhi Centre for Biotechnology and no complaints whatsoever will be entertained from the tenderer for rejection of his tender. The tenderers should not discuss with the technical authorities/user department any of the commercial terms and conditions of contract and any agreement understanding reached between the tenderer and the technical authorities will not be valid and binding.

32.0 OFFERS BY FAX AND E-MAIL

32.1 Offers sent/submitted by fax and e-mail will not be considered at all and are liable for rejection without any notice to the Tenderers.

33.0 COMPLAIANCE STATEMENT

33.1 Tenderers shall furnish a Compliance Statement, clause by clause compliance of Tender Specifications bringing out clearly deviation from specifications, if any. The Tenderers are advised to submit the Compliance Statement in the following format along with Part-I - Techno Commercial Part bid failing which their offer will be treated as incomplete and are liable to be ignored at the discretion of the Purchaser.

Format of Compliance Statement.

Sl.No.	Tender Specifications	Specifications of the Item(s) offered by the bidder	Compliance to the Tender Specifications whether YES or NO.	In case of Non-Compliance, deviation from Tender Specifications to be indicated in unambiguous terms.
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SECTION 'B'

GENERAL CONDITIONS OF ALL CONTRCTS & SPECIAL CONDITIONS OF CONTRACT APPLICABLE TO THE CONTRACTS FOR IMPORTED STORES PLACED BY RAJIV GANDHI CENTRE FOR BIOTECHNOLOGY

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RAJIV GANDHI CENTRE FOR BIOTECHNOLOGY



An Autonomous National Institute for Discovery, Innovation & Translation in
Biotechnology and Disease Biology under Government of India,
Ministry of Science & Technology, Department of Biotechnology,
Thycaud, P.O., Poojappura,
Thiruvananthapuram - 695 014, Kerala, INDIA.
Tel: 91-471-2529400 (30 Lines), 2347975, 2348104, 2348753, 2345899
Fax: 01-471-2348096, 2346333

GSTIN: 32AAAAR6003P1ZK

PAN: AAAAR6003P

GENERAL CONDITIONS OF CONTRACTS APPLICABLE TO THE CONTRTACTS FOR STORES PLACED BY RAJIV GANDHI CENTRE FOR BIOTECHNOLOGY

PART I

1.0 PEAMBLE

1.1 While the conditions contained in Portion I will apply to all contracts. Portion II will also apply to contracts for Plant/Machinery/Equipment/Instrument.

2.0 GENERAL CONDITIONS OF CONTRACT

2.1 DEFINITIONS AND INTERPRETATION

2.1.1 In the contract and the general and special conditions governing it, unless the context otherwise requires

2.1.2 "PURCHASER" means the Director, Rajiv Gandhi Centre for Biotechnology and includes his successor or assigns

2.1.3 "CONTROLLER OF ADMINISTRATION" means the Controller of Administration, Rajiv Gandhi Centre for Biotechnology, for the time being in the administrative charge of the Rajiv Gandhi Centre for Biotechnology and includes or any other officer authorized for the time being to execute contracts relating to the purchase and supplies of stores on behalf of the Purchaser.

2.1.4 "CONTRACTOR" or "SUPPLIER" means the individual firm or company with whom or with which the contract/purchase order for supply of Items(s)/stores is placed and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

2.1.5 "CONTRACT" or "PURCHASE ORDER" means and comprises of a letter or e-mail or fax conveying acceptance of Contractor's offer and invitation to tender, tender containing offer, advance acceptance of the offer, acceptance of offer, general and special conditions of contract specified in the acceptance of offer and any subsequent amendments/alterations thereto made on the basis of mutual agreement.

2.1.6 "ITEM(S)" OR "STORES" OR "MATERIAL" means the goods specified in the contract/purchase order which the contractor has agreed to supply under the contract.

2.1.7 "SUB-CONTRACTOR" or "SUB-SUPPLIER" means any contractor or supplier engaged by the contractor or the supplier with the prior approval of the Purchaser in relation to the contract/purchase order.

2.1.8 "INSPECTOR" or "QUALITY SURVEYOR" means any Engineer nominated and deputed by the purchaser or their appointed Consultants or quality Surveillance Agency or any other person from time to time authorized by the Purchaser to act as his representative for the purpose of inspection of stores under the contract/purchase order.

2.1.9 PARTIES

2.1.9.1 The parties to the contract are the Contractor and the Purchaser named in the Contract/Purchase Order.

2.2 AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

2.2.1 The person signing the contract or the purchase order or any other document in respect of the contract or purchase order on behalf of the contractor shall be deemed to warrant that he has the authority to bind the contractor

2.3 SUB-CONTRACTING

2.3.1 The contractor/supplier shall not assign, sublet or delegate the contract or any part thereof without the Purchaser's prior written consent, which consent shall not be unreasonably withheld, but he may without the Purchaser's consent purchase such parts, accessories or associated equipment as he does not normally manufacture.

2.4 DRAWINGS AND SPECIFICATIONS

2.4.1 The drawings and specifications are intended to be complementary and to provide for and comprise everything necessary for the completion of supply. Any material shown on the drawing even if not particularly described in specifications or vice versa is to be supplied by the Contractor as if it were both shown and specified.

2.4.2 Should any discrepancy be noted in the drawings and/or specifications and should any interpretation of the same be required, the matter shall be referred to the Purchaser for clarification which shall be binding upon the contractor. Otherwise, the contractor shall assume responsibility for the interpretation of the drawings and specifications including interpretation by his sub-contractors.

2.4.3 Should any difference or dispute arise with regard to the true intent and meaning of drawings or specification or should any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the Purchaser whose decision shall be final.

2.4.4 All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over smaller scale drawings.

2.4.5 The contractor's drawings shall, when approved by the Purchaser, be deemed to be included in the list of drawings which form part of the contract. The contractor shall not proceed with fabrication until all drawings associated therewith have been duly approved by the Purchaser.

2.4.6 The Contractor shall be responsible for and shall pay for any alterations of the stores and shall indemnify the Purchaser for any consequent expenditure incurred by the Purchaser due to any discrepancies, errors, omissions in the drawings or other particulars supplied by him whether such drawings or specifications have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or specifications furnished to the contractor on behalf of the Purchaser.

2.5 GENERAL WARRANTY

2.5.1 The stores supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall supply the stores in accordance with the contract specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto.

2.5.2 The contractor's offer to supply stores in accordance with the tender specifications shall be deemed to be in admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the Purchaser on the ground that the contractor did not examine or acquaint himself fully with the tender specifications.

2.6 ALTERATIONS

2.6.1 The Purchaser may, from time to time, make changes in the drawings specifications and issue additional instructions without altering the purchase order in any manner provided that no changes shall have been ordered which materially alter the character and scope of the supply under the contract.

2.6.2 It shall be lawful for the parties to the contract to alter by mutual consent at any time and from time to time the drawings and specifications and as from the dates specified by him stores to be supplied shall be in accordance with such altered drawings and specifications provided that if any such alterations involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or the period prescribed

for delivery shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.

2.7 PACKING

2.7.1 The contract shall pack the stores at his own cost sufficiently and properly for transit by sea/air as the case may be so as to ensure their being free from loss or damage while in transit to the ultimate destination specified in the contract.

2.7.2 Unless otherwise provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the Stores are supplied by the contractor shall be considered as property of the Purchaser and their cost as having been included in the contract price.

2.8 INSPECTION

2.8.1 The contractor shall be responsible for and perform all inspection and testing required in accordance with the contract/purchase order and specifications included therewith.

2.8.2 The Purchaser may at his option depute his representative for Inspection of the stores to be supplied under the contract or authorize and nominate a Quality Surveillance Agency of his choice for the purpose hereinafter called, in either case, the inspection.

2.8.3 The supplier shall give notice of readiness for inspection to the Inspector (deputed under clause 2.8.2 above) so that the Inspector can be present at the requisite time. In such an event delivery shall not be effected until an order or shipping release is obtained from the Purchaser's Inspector.

2.8.4 The contractor shall allow reasonable facility and free access to his work/factory and records to the inspector for the purpose of inspection or for ascertaining the progress of delivery under the contract.

2.9 MARKING

2.9.1 Each package delivered under the contract shall be marked by the contractor at his own expense on three sides of the package and such markings shall be distinct and shall clearly indicate the description and quantity of stores, name and address of the consignee, gross and net weight of the package, name of the contractor, ultimate destination, port of discharge etc. The marking shall generally be as under;

Name and address of the consignee:

Director,
Rajiv Gandhi Centre for Biotechnology,
Government of India,
Ministry of Science & Technology, Department of Biotechnology,
Thycaud, P.O., Poojappura,
Thiruvananthapuram - 695 014, Kerala, INDIA.

Contract Number and Date No. _____

Date _____

Brief Description of Goods:

Weight:

Dimension:

Ultimate Destination:

Port of Discharge:

Package Number:

2.9.2 Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract/purchase order, name and address of the consignee, description of the stores and the quantity contained in such package.

2.9.3 The inspector, wherever deputed by Purchase under clause 2.8.2 may reject the stores of the stores are not packed and/or Marked as aforesaid and in case where the packing materials are specifically prescribed, if such materials are not in accordance with the terms of the contract.

2.10 TIME FOR AND DATE OF DELIVERY - THE ESSENCE OF CONTRACT.

2.10.1 The time for and date of delivery of the stores stipulated in the contract shall be deemed to be of the essence of the contract and delivery must be completed not later than date/dates stipulated.

2.10.2 EXTENSION OF DELIVERY SCHEDULE

2.10.2.1 If any delay in delivery shall have arisen from any cause such as strike, lockouts, fire, accidents, riot or the like which the purchaser may admit as reasonable ground for grant of extension of delivery schedule, the purchaser will allow such additional period for the purpose as he may consider necessary taking the circumstances into consideration.

2.10.2.2 If the contractor fails to deliver the stores or any installment or part thereof within the period fixed for such delivery or such additional period allowed by the purchaser in accordance with foregoing para or any time before the expiry of such period repudiates the contract, the Director, Rajiv Gandhi Centre for Biotechnology may without prejudice to the rights of the purchaser.

2.10.2.2.1 recover from the contractors as agreed liquidated damages and not by way of penalty a sum equivalent to two percent of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the contract or such additional period as mentioned in para 2.10.2.1 for each month or part of the month during which the delivery of such stores, may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. (For the purpose of computing the damages for delayed supplies under the clause, the cost of the entire plant/machinery/equipment/instrument will be taken into consideration if the plant/machinery/equipment/instrument cannot be put to the intended use for want of delayed portion of supply). OR

2.10.2.2.2 purchase or authorize the purchase elsewhere without notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, Rajiv Gandhi Centre for Biotechnology, which opinion shall be final, readily procurable) without canceling the contract in respect of the portion instrument not yet due of delivery. OR

2.10.2.2.3 cancel the contract or portion thereof and if so desired purchase or authorize purchase of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, Rajiv Gandhi Centre for Biotechnology, which opinion shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his offer in response to risk purchase enquiry even though the lowest.

2.10.3 Where action is taken under sub-clause 2.10.2.2.2 or sub-clause 2.10.2.2.3 above the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchaser or, if there is an agreement to purchase such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Director, Rajiv Gandhi Centre for biotechnology. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

2.11 RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES

2.11.1 If the inspector find that the contractor has executed any unsound or imperfect work, the inspector shall notify such defects to the contractor and the contractor on receiving the details of such defects or deficiency, shall at his own expenses, within seven days or otherwise within such time as may be mutually agreed upon as reasonably necessary, proceed to alter, reconstruct or remanufacture the stores to the requisite standard and specifications as called for by the tender specification.

2.12 INSPECTOR'S AUTHORITY TO CERTIFY PERFORMANCE

- 2.12.1 The Inspector, where ever deputed by the Purchaser under Clause 2.8.2 shall have the power;
- 2.12.1.1 before any stores or parts thereof submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- 2.12.1.2 reject any stores submitted for inspection or part thereof as not being in accordance within the specification.

2.13 CONSEQUENCE OF REJECTION

- 2.13.1 If on the store being rejected by the inspector or consignee at the destination the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Director, Rajiv Gandhi Centre of Biotechnology may:
- 2.13.1.1 allow the contractor to submit for inspection fresh stores in replacement of those rejected, within specified time, the contractor bearing the cost of freight on such replacement without being entitled to any extra payment on that account. OR
- 2.13.1.2 purchase or authorize the purchase of quantity of the stores rejected or others of similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, Rajiv Gandhi Centre for Biotechnology, which opinion shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards further supply of stores due under the contract. OR
- 2.13.1.3 cancel the contract and purchase or authorize the purchase of stores or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, Rajiv Gandhi Centre for Biotechnology, which opinion shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under sub clause 2.13.1.2 above of this sub-clause, the provision of Clause 2.10.2 shall apply as far as applicable.

2.14 WARRANTY

- 2.14.1 The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) 60 (Sixty) months after the date of receipt of the last lot of stores under the contract at the ultimate destination stipulated in the contract and the satisfactory installation and commissioning of the stores or material.
- 2.14.2 Should any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within 60 (Sixty) months from the date of receipt of the stores in India and the satisfactory installation and commissioning, the contractor upon notification of such defects or deficiency by the Purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without cost to the Purchaser. If the contractor after such notification shall make default or delay in diligently rectifying all such defects, deficiencies or failure to the satisfaction of the Purchaser, the Purchaser may take recourse to the remedies provided for in clause 2.10.2.2.2 as applicable.
- 2.14.3. An additional Maintenance Contract (AMC) and Application support for 3 years after the expiry of warranty period is required .

2.15 PERMIT AND LICENCES

- 2.15.1 The contractor shall secure and pay for all licenses and permit at his end which he may be required to comply with all laws ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and save the purchaser harmless from against all claims for damages and liability which may arise out of the failure of the contractors to secure and pay for any such licenses and permits or to comply fully which any and all applicable laws ordinances and regulations.

2.16 PATENT INDEMNIFICATION

- 2.16.1 The Contractor shall indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copy right or other protected rights, of any design plans, diagrams, drawings in respect of the stores supplied by the contractors or any of the manufacturing methods or process adopted by contractor for the stores supplied under the contract.
- 2.16.2 In the event of any claim being made or action being taken against the purchaser in respect of the matter referred to clause 2.16.1 above, the contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise there from.
- 2.16.3 In the event of any designs, drawing, plans or diagrams or any manufacturing methods or process furnished by the contractor constituting infringement of patent or any other protected rights and use thereof is restrained, the contractor shall procure for Purchaser, at not cost to the letter, the rights to continue using the same or to the extend it is possible to replace the same so as to avoid such infringement and subject to approval by the Purchaser or modify them so that they become non-infringing, but such modifications shall otherwise be to the entire satisfaction of the Purchaser.
- 2.16.4 The provision of the clause remains effective and binding upon the Contractor even after the completion, expiration or termination of the contract.

2.17 MODE AND TERMS OF PAYMENT

- 2.17.1 Payment against orders will be made as follows:

IMPORT ORDERS:

90% payment by an IRREVOCABLE LETTER OF CREDIT (All bank charges outside India to Supplier's Account) or NET 30 DAYS and balance 10% after successful installation and commissioning of the Stores at Purchaser's site and receipt of an acceptable Performance Bond in the form of Bank Guarantee as detailed in clause No. 2.22.10.

INDIGENOUS ORDERS:

90% payment within 30 days of receipt, installation and acceptance of Stores at Purchaser's Site and balance 10% after successful installation and commissioning of the Stores at Purchaser's site and receipt of an acceptable Performance Bond in the form of Bank Guarantee as detailed in clause No. 2.22.10.

- 2.17.2 The contractor shall be responsible to make available to the purchaser the documents which are essential for arranging customs clearance in India. The contractor shall arrange through his bank to have the documents air mailed to the Purchase's bank without any delay. He shall also arrange to forward directly to the Director, Rajiv Gandhi Centre for Biotechnology, three copies of non negotiable Bill of lading or Airway Bill as the case may be, along with a copy of the invoice and packing list. If the purchaser incurs any extra expenditure by way of penalty payable to the Port Trust authorities in India or any other such expenditure due to delay in receipt of shipping documents specified by him, the contractor shall be responsible for making good such extra expenditure incurred by the Purchaser.

2.17.3 BANK CHARGES

- 2.17.3.1 While the Purchaser shall bear the bank charges payable to his Bankers in India and the Contractor shall bear all the bank charges payable outside India including the charges towards advising/amendments commission.

2.17.4 AGENCY COMMISSION

- 2.17.4.1 The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the Indian Agent. "Payment will be released to the Indian Agents after receipt and final acceptance of the goods by the Purchaser and the exchange rate will be the one based on which payment is made to the Contractor".

- 2.17.4.2 The contractor shall send invoice only for the net amount payable to him after deducting the amount of agency commission included in the invoice which would be paid to the Indian Agents directly by the Purchaser. However the contractors invoice should separately reflect the amount of commission payable to his Indian Agent.
- 2.18 INSURANCE
- 2.18.1 Transit insurance from warehouse to warehouse shall be arranged by the contractor through his underwriters unless this responsibility is specifically undertaken by the purchaser in any particular case.
- 2.19 WITH-HOLDING AND LIEN IN RESPECT OF SUMS CLAIMED
- 2.19.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, Purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount, from any sum or sums found payable or which at any time there after may become payable to the contractor under the same contract or any other contract with the Purchaser or any person contracting through the Director, Rajiv Gandhi Centre for Biotechnology pending finalization of any such claims.
- 2.19.2 It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator and that the contractor will have no claim for interest or damage whatsoever on any contract in respect of such with-holding or retention under the lien referred to supra and duly notified as such to the contractor.
- 2.20 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS
- 2.20.1 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under contract may be withheld or retained by way of lien by the Purchaser or any other person or persons contracting through the Director, Rajiv Gandhi Centre for Biotechnology against any claim of the Purchaser or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Purchaser or with other such person or persons.
- 2.20.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser will be kept withheld or retained as such by Purchaser till this claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with-held or retained under this clause and duly notified as such to the contractor.
- 2.21 ARBITRATION
- 2.21.1 All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules OR The Arbitration and Conciliation Act of 1996 as amended time to time, as the case may be.

PART II

SECTION II

In addition to the General Conditions of Contract contained in Section I above the following Special conditions shall apply to contracts for supply of plant/machinery/equipment/ manufactured equipment. These special conditions in Section II shall override the former.

2.22 SPECIAL CONDITIONS OF CONTRACT

2.22.1 RESPONSIBILITY FOR COMPLETENESS

2.22.1.1 All fittings or accessories which may not be specifically mentioned in the tender specifications of the contract but which are necessary, are to be provided by the contractor without extra charge and the plant/machinery/equipment/instruments must be completed in all respect.

2.22.2 FINAL TEST

2.22.2.1 The final tests as to performance and guarantee shall commence within one month of completion of installation.

2.22.3 REJECTION OF DEFECTIVE PLANT

2.22.3.1 If the completed plant or any portion thereof before it is finally accepted is found to be defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Contractor notice setting forth with the details of such defects or failure and the contractor shall forthwith rectify the defective plant or alter the same to make comply with the requirement of the contract. Should the contractors fail to do so within a reasonable time the Purchaser may reject and replace at the cost of the Contractor, the whole or any portion of the Plant as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at reasonable price and where reasonably possible to the same specifications and under competitive conditions. The Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and or erected as provided for in the contract such extra cost being the difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the contract price for them. Contractor shall refund to Purchaser any sum paid by the Purchaser to the Contractor in respect of such defective plant.

2.22.4 WARRANTY

2.22.4.1 For a period of Sixty calendar months (5 Years) after the plant/machinery/equipment/instruments has been put into operation (or a suitable mutually agreed longer period to be reckoned from the date of last major shipment depending upon the nature of the plant/machinery/equipment/instrument) the Contractor shall be responsible for any defects that may develop under conditions provided for the contract and under proper use, arising from the faulty materials, design or workmanship in the plant or from faulty erection of the plant by the Contractor, but otherwise and shall rectify such defects at his own cost when called upon to do so by the Purchaser who shall state in writing such defects.

2.22.4.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the plant for purpose of rectification under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed under the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of Sixty months (5 years) whichever may be the later. If any defects not rectified within reasonable time, the purchaser may proceed to get the work done at contractor's risk and expenses but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

2.22.4.3 All inspections adjustments, replacements or renewals carried out by the Contractor during the warranty period shall be subject to the same conditions as in the contract.

2.22.5 All contractors shall under obligation that before going out of production of the spare parts he will give adequate advance notice to the Purchaser so that the latter may order his requirement of spares in one lot if he so desires.

2.22.6 The contractor shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints, drawings of spare parts and specifications of material at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.

2.22.7 The provision of this clause shall remain effective and binding upon the Contractor even after the completion or expiration of the contract and till the plant/machinery/ equipment supplied under the contract is in use by the Purchaser.

2.22.8 ERECTION, INSTALLATION AND COMMISSIONING

2.22.8.1 In all cases where contracts provide for supervision of erection and commissioning or for test at the Purchaser's premises the Purchaser except where otherwise specified, shall provide free of charge, such labour, Materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded by the contractor to carryout efficiently such supervision of erection and commissioning and for the requisite test. In case of contracts requiring electricity for the completion of erection, commissioning and testing at site, such electricity shall be supplied free to the Contractor.

2.22.8.2 Action by the Purchaser under the clause shall not relieve the contractor of his warranty obligations under the contract.

2.22.9 TRAINING

2.22.9.1 The Contractor shall, if required by the Director, Rajiv Gandhi Centre for Biotechnology, provide facilities for the practical training of purchaser's engineering or technical personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the contract/stores, number of such personnel to be mutually agreed upon.

2.22.10 PERFORMANCE BOND

2.22.10.1 The successful bidder/contractor shall furnish an unconditional performance bond in the form of a bank guarantee as per the specimen at Appendix 'A' to this section for an amount equal to ten percent of the total value of the contract valid till sixty days after the expiration of the warranty period as a security for the satisfactory performance of the plant/machinery/equipment/ instrument supplied under the contract. The Bank Guarantee shall be from a nationalized/scheduled/prime bank in India and shall be submitted within 15 days of the receipt of the contract/purchase order failing which the contract/purchase order shall deemed as terminated.

APPENDIX 'A'

PORTION II, SECTION B SPECIAL CONDITIONS OF CONTRACT
PERFORMANCE BOND (TO BE EXECUTED BY THE CONTRACTOR'S BANK)

PERFORMANCE BOND BANK GUARANTEE
(To be Executed through a Nationalized/Scheduled/Prime Bank in India)

To,
The Director,
Rajiv Gandhi Centre for Biotechnology,
Thycaud P.O., Poojappura, Thiruvananthapuram - 695 014,
Kerala, INDIA.

WHEREAS on or above M/S
having its registered office at (*hereinafter called the
'Contractor'*) entered into an agreement No.....datedfor
manufacture and supply of (*hereinafter
called 'The Contract'*) with the Director, Rajiv Gandhi Centre for Biotechnology, Thycaud P.O.,
Poojappura, Thiruvananthapuram-695 014, Kerala, INDIA (*hereinafter called 'The Purchaser'*).

AND WHEREAS under the terms and conditions of the contract final payment amounting to
..... under this contract is to be made against a Performance Bond in the form of Bank
Guarantee furnished by the contractor for a sum of equivalent to 10% (ten
percent) of the value of the contract towards satisfactory performance of the
..... (*hereinafter called the 'Equipments'*) valid for a period of 60 months
from the date of putting into operation of the said equipment or 63 months from the date of
shipment whichever is earlier.

NOW WE the (**Name of the Bank*) in consideration of the promises and payment of the final/balance
amount of under the contract to the contractor hereby agree and undertake to
pay on demand and without any demur to the Director, Rajiv Gandhi Centre for Biotechnology,
Thycaud P.O., Poojappura, Thiruvananthapuram-695 014, Kerala, INDIA, on behalf of the contractor
a sum not exceeding against any loss or damage that may be suffered by the
purchaser by the reasons of any unsatisfactory performance of the said equipments.

AND WE (**Name of the Bank*) hereby also agree that the decision of the said Director, Rajiv Gandhi
Centre for Biotechnology, Thycaud P.O., Poojappura, Thiruvananthapuram-695014, Kerala, India as
to whether the said equipments are giving satisfactory performance or not and as to the amount of
loss or damage suffered by the Purchaser on account of unsatisfactory performance of the said
equipments shall be final and binding on us.

AND WE (**Name of the Bank*) hereby further agree that our liability hereunder shall not be discharged by virtue of any agreement between the Purchaser and the Contractor whether with or without knowledge and/or consent or by reason on the Purchaser showing any indulgence or forbearance to the contractor whether as to payment, time and performance of any other matter what so ever relating to the contract which but for this provision would amount to discharge of the surety under the law.

OUR guarantee shall be in force until (**Date) and unless a claim under the guarantee is lodged with us within six months from the above date i.e. (**Date), all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all, our liabilities hereunder.

OUR liability under this guarantee shall not be affected by any change in our constitution or the constitution of the contractor.

(Stamp & Signature)

For and on behalf of _____ Bank

Dated at _____ the _____ 20--.

Instructions to the Contractor:

- * Name of the Bank executing the bank guarantee shall be indicated including its postal address.
- ** The validity of the bank guarantee shall be arrived at a date taking into consideration of tentative date of shipment and 63 months thereafter as warranty period.
- *** The date of grace period shall be 60 days from the date of validity period of bank guarantee.

SECTION 'C'

SECTION 'C' PERTAINS TO TECHNICAL SPECIFICATIONS OF STORES AND DRAWINGS

Sl. No.	Description of Item(s)	Quantity.
1	SUPPLY, INSTALLATION AND COMMISSIONING OF HIGH SPEED - FLOW CYTOMETER SORTER SYSTEM WITH FIVE LASERS & ACCESSORIES:	1 No.
	Technical Specifications:-	
1	Cell sorter should be capable to accommodate minimum 5 laser lines.	
2	4 way sorting capability.	
3	Sort Collection in both Tubes and Plates.	
4	50000 events per second acquisition speed and 20000 events per second sorting speed in 4 way sorting without compromising the purity or better.	
5	Sorter should be capable of automated drop delay monitoring.	
6	Scatter parameters: FSC & SSC from the 488 nm laser line.	
7	Fluidics with 70µm, 85µm nozzles.	
8	Sheath and Waste Containers: Autoclavable sheath and waste tanks.	
9	For Biosafety, Aerosol Evacuation System should offered.	
10	Computer Workstation Dual Monitor.	
11	Software.	
12	Suitable 10 KVA UPS for the entire system.	
13	Offline Computer Workstation and LCD Monitor to be offered.	
14	Offline Analysis Software: 2 Nos.	
15	The following Five Laser Lines and Optical filters are to be included;	
15.a	405 nm laser line with 50 mW or more and two PMTS. Filter sets for 450/50-nm for Pacific Blue/DAPI and 510/50-nm for AmCyan to be included.	
15.b	488 nm laser line with 20 mW or more with 6 PMTS. Filter sets for 530/30-nm FITC, 585/42-nm PE, 616/23-nm PE-Texas Red, 695/40-nm PerCP-Cy5.5, 675/20-nm PerCP, 760/60-nm PE-Cy7 to be included.	
15.c	355 nm UV laser line with 15 mW or more and two PMTS. Filter sets set for Side population analysis to be included.	
15.d	633nm laser line with 15 mW or more and two PMTS. Filters for APC 660/20-nm and APC -Cy7 780/60-nm to be included.	
15.e	445 nm (50mW) or 532 nm (50mW) laser with three PMTS	
16	Additional 10 nozzles of 70um and 85um each.	
17	Warranty Terms: Comprehensive Onsite Warranty for the complete system should be for 5 years from the date of satisfactory installation and commissioning including LASERS irrespective of their life time is mandatory.	
	GENERAL TERMS AND CONDITIONS:	
1	Annual Maintenance Contract (AMC) for 3 years after the completion of the stipulated warranty period should be quoted separately.	
2	Lead time for servicing of the Equipments shall be maintained strictly within 48-72 hours on receipt of the call from the Purchaser.	

SECTION 'D'

SECTION 'D' : FORMAT FOR SUBMISSION OF PART-I (TECHNO-COMMERCIAL) OF THE TENDER.

TENDER FORM

PART-I(TECHNO-COMMERCIAL) OF TENDER No. RGC/B/PUR/TPT/18/351

Last date for receipt: January 16, 2019 at 11:30 A.M.

Due date for opening Part -I (Techno-Commercial): January 16, 2019 at 2.00 P.M.

Tenderer's Offer No.:.....

Date:.....

From,

M/s.

.....

.....

To

The Controller of Administration,
Rajiv Gandhi Centre for Biotechnology,
Thycaud, P.O., Poojappura,
Thiruvananthapuram - 695 014,
Kerala, INDIA.

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Two-Part Tender and General Conditions of Contract and Special Conditions of Contracts contained herein with this tender document. I/we hereby agree to supply the stores conforming to the tender specifications incorporated in Section "C" of the tender document and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in Section "B" of the Tender document.

You will be at liberty to accept any or more of the items of stores offered by us and I/we shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.

I/We hereby agree to keep the price valid for your acceptance for a period of 90 days from the date of opening of Part-II (Price) of the tender.

Deviations to Technical specifications contained in Section 'C' of the tender documents are detailed in annexure-A to the tender form while deviations proposed to the General Special Conditions of Contract are detailed in Annexure-B to this tender. Price applicable for the stores are indicated separately in a sealed envelope marked as Part-II(Price Part) of the tender.

I/We are also enclosing herewith all the leaflets catalogue etc. pertaining to the stores offered.

Yours faithfully,

Stamp and Signature of the Tenderer.

SECTION 'E'

SECTION 'E' : FORMAT FOR SUBMISSION OF PART-II (PRICE) OF THE TENDER

TENDER FORM

PART-II (PRICE) OF TENDER No. RGCB/PUR/TPT/18/351

Last date for receipt: January 16, 2019 at 11:30 A.M.

Due date for opening of Part -II (Price) : February 15, 2019 at 11.30 A.M.

Tenderer's Offer No.:.....

Date:.....

From,

M/s.

.....

.....

To

The Controller of Administration,

Rajiv Gandhi Centre for Biotechnology,

Thycaud, P.O., Poojappura,

Thiruvananthapuram - 695 014,

Kerala, INDIA.

Dear Sir,

In response to your invitation and as per your tendering and contracting conditions, the prices applicable for the scope of supply contained in Part-I (Techno-Commercial Part) of our tender are indicated in the format at annexure "A" to this tender.

We hereby agree to keep the price valid for your acceptance for a period of 90 days from the date of actual opening of Part-II (Price) of the tender.

Yours faithfully,

Stamp and Signature of the Tenderer.