

**BOSE INSTITUTE
KOLKATA**

STANDARD BIDDING DOCUMENTS

CHAPTER I to VI (Page 1 to 13)

For Open Tender Notice No.
BI/T/09/2013-14 dt. 09.12.2013

To be addressed to:

**The Registrar,
Bose Institute, Centenary Building,
P-1/12, CIT Scheme – VII / M
Kolkata – 700054 (INDIA)**

BOSE INSTITUTE
Centenary Building,
P-1/12, CIT Scheme – VII / M, Kankurgachi,
Kolkata – 700054 (INDIA)

CHAPTER – I: INVITATION TO BID

Director, Bose Institute, Kolkata, West Bengal, India invites *sealed* offers comprising techno-commercial bid (**single bid**) from Indian / foreign manufacturers or their Authorized Dealers for the supply, installation and commissioning of the following equipments :

Sl. No.	Name of the instrument	Bid security (EMD) (Rs.)
1.	General purpose plastic scintillator	N.A.

- Tender Notice No.** : **BI/T/09/2013-14 dt. 09.12.2013**
- Last date & Time for Submission** : **27th December, 2013 upto 14:00 hours**
- Date & Time for opening of bids** : **27th December, 2013 at 15:00 hours**
- Venue of Bid Opening** : **Centenary Building, Bose Institute, Adjacent hall of the Seminar Room (Annexe Block), P-1/12, C.I.T. Scheme – VII M, Kankurgachi, Kolkata – 700054**
- Submission of tender** : **Tender Box at Import Cell
1st floor in Annexe Block
Centenary Building, Bose Institute
P-1/12, C.I.T. Scheme – VII M**

Serial no. and name of the instrument should be mentioned on the envelope positively.

If the date of opening happens to be a holiday, the bids shall be opened next working day at the same time. Fax/email bids or Late/Delayed tenders shall not be considered.

Director, Bose Institute reserves the right to accept or reject any or all tenders either in part or in full. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made.

Registrar

CHAPTER – II: INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all manufacturers or their dealers specifically authorised by the manufacturers to quote on their behalf for this tender as per Manufacturer's Authorisation form specified in Chapter III, (page 9).

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. Cost of Bid Document

Tender documents are available free of cost at Bose Institute website <http://www.jcbose.ac.in> Interested and eligible bidders may download the same directly from the website. No request for the tender document shall be entertained.

4. Amendment To Bid Document

- 4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, make amendments, such amendments shall form an integral part of bid documents and it make to the bidding documents shall amount to an amendment of relevant clauses of the Bid Document.
- 4.2 Normally no interim queries will be entertained. However, for any specific clarifications on any aspect of the tender, the prospective bidders may write to: The Convener, Tender Opening Committee (bipurchase@jcbose.ac.in). Request for clarifications, if any, should reach at least 3 days before the bid opening date.
- 4.3 **All prospective bidders are required to keep a watch on the Bose Institute website <http://www.jcbose.ac.in> about any amendment to the tender document or any clarification to the queries raised by the bidders.** The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time to make the amendments taking into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

5. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language,

5.1 Provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and the Purchaser will not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only prevail.

5.2 Techno-Commercial Bid shall also include the following :

- (i) Bid Security/ EMD as specified in the invitation to bids;
- (ii) Manufacturer's Authorization Form (Chapter III) ;
- (iii) The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any.

6. Bid Prices

6.1 **Bidders are requested to give their final and best offer. Techno-Commercial Discussions may be held with the Lowest Bidder only, if necessary.**

- (i) The price of the goods, quoted should be (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), inclusive of all duties and sales and other taxes already paid or payable.
- (ii) **Taxes:** The amount payable on account of Excise Duty, Customs Duty and other applicable taxes (VAT/CST/Service) should be mentioned clearly. **If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes. No other charges except those mentioned clearly in the quotation will be paid.**
- (iii) Rates should be quoted FOR, Bose Institute, Kolkata inclusive of packing, forwarding, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. **Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.**

- 7. Documents Establishing Goods' Eligibility and Conformity to Bid Document**
- 7.1** The documentary evidence of the goods and services eligibility shall consist of a statement of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 7.2** The bid security may be forfeited, if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form.

D. SUBMISSION OF BIDS

- 7.3 The inner and outer envelopes shall:**
Be addressed to the Purchaser at the following address:
- Registrar,
Bose Institute,
Centenary Building,
P-1/12, CIT Scheme-VII/M,
Kankurgachi,
Kolkata – 700054 (WB) INDIA**
- 7.4** If the outer envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 7.5** Telex, Cable, Fax or e-mail bids will be rejected.
- 7.6** Envelopes containing the bids shall be dropped in the Tender Box earmarked for the relevant tender notification, envelopes dropped in places other than the Tender box will not be considered. It will be the sole responsibility of the bidder to ensure that the bids are dropped at the specified box only.
- 7.7** Name of the instrument with Sl. No. shall be mentioned in the envelop without fail.
- 8. Deadline for Submission of Bids**
Bids must be received by the Purchaser at the address specified here not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day or at any other date and time to be specified by the purchaser in it's website.
- 9. Late Bids**
Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

E. OPENING AND EVALUATION OF BIDS

10. Opening of Bids by the Purchaser

10.1 The Purchaser will open all Bids received within due date and time - as per the schedule given in invitation to bid.

10.2 The firm is at liberty to be present or authorise a representative to be present during opening of bid at the time and date as specified.

11. Warranty

11.1 The Supplier shall warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier shall further warrant that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The warranty should be comprehensive and on site.

11.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination and installed indicated in the Contract, or for 18 months after the date of shipment whichever period concludes earlier, unless specified otherwise.

12. Bid Security or Earnest money deposit (EMD)

12.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids/NIT. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. **(For the present case the EMD is to be submitted along with the bid for Fx-55 X-Ray source only).**

12.2 The Bid Security shall be submitted in one of the following forms in the form provided in the Bid Document (Chapter IV) and valid for 45 days beyond the validity of the bid :

- (i) Pay order / demand draft on any nationalized bank ; **OR**
- (ii) **Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals** can submit the bid security on behalf of their foreign principals in the form of **Bank Guarantee** issued by a **Nationalized/Scheduled bank** located in India **on the format provided in the bidding documents. OR**
- (iii) **Foreign Principals** can submit bid security in the form of **Bank Guarantee** on the format provided in the bidding documents **from any bank but the same has to be certified by a scheduled bank having branch in Kolkata, India.**

12.3 Any bid not secured in accordance with Clauses 12.1 and 12.2 above will be rejected by the Purchaser as non-responsive.

12.4 ***Bid Security should be submitted in a separate envelope superscribed with 'Bid Security' for the Equipment ----- 'Tender Notice No. -----'***

12.5 Unsuccessful bidder's bid security will be discharged as promptly as possible but not

later than 15 days after the expiration of the period of bid validity or placement of order which ever is later. **No interest shall be paid on the EMD.**

12.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security in cases where it is mentioned in the purchase order.

12.7 The bid security may be forfeited :

- (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days of the order and/or fails to furnish Performance Security.
- (iii) ***Bid Security should be submitted in favour of "Director, Bose Institute".***

13 Payment

13.1 The general conditions of payment for any indigenous items are 100% payment within 30 days from the date of successful installation & commissioning of the equipment. In case the equipment does not need any installation & commissioning the period shall be reckoned from the date of delivery & inspection.

13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents and upon fulfilment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the Purchaser normally within thirty (30) days after submission of the invoice or claim by the Supplier.

13.4 Payment shall be made in currency as indicated in the order.

14. Performance Security

14.1 **Performance security amounting to 10% of the order value has to be submitted within 10 days of receipt of the notification of contract award/purchase order, in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. OR**

- (i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee
- (ii) Foreign Principals can submit performance security directly in the form of bank guarantee on the format provided in the bidding documents from any bank but the same has to be certified by a scheduled bank having branch in Kolkata, India.

14.2 The performance security shall be valid for a period of 60 days following the date of completion of the Supplier's performance obligations. The performance Security shall be discharged by the Purchaser and returned to the Supplier on expiry.

15. Period of Validity of Bids

15.1 **Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser.** A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

CHAPTER – III: MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated _____

**The Director,
Bose Institute,
P-1/12, CIT Scheme-VII/M,
Kolkata – 700054 (W.B.) India**

Dear Sir:

I/We _____ who are established and reputable manufacturers of _____ having factories at -----
----- (*address of factory*) do hereby authorize M/s. -----
(*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s. _____ is authorized to bid, and conclude the contract in regard to this business.

I/We hereby extend our full guarantee and warranty for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer.

CHAPTER – IV: BID SECURITY FORM

(To be executed by a **nationalized scheduled Bank in India** on non-judicial stamp paper)

To
The Director,
Bose Institute,
P-1/12, CIT Scheme-VII/M,
Kolkata – 700054 (W.B.) India

Dear Sir,

Whereas (*Name and address of Bidder*) (*hereinafter called “the Bidder”*) in response to your Tender Notification No. ----- dated ----- is submitting its bid for the supply of (*Name and/or description of the goods*) (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE (*Name of bank*) of (*Name of country*), having our registered office at (*Address of bank*) (Hereinafter called “the Bank”), are bound unto **Director, Bose Institute, Kolkata, INDIA** (Hereinafter called “the Purchaser”) for the sum of (*Amount of the Guarantee in Words and Figures*) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 200 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

3. This guarantee is valid upto (six months from date).

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Signature.....

Place:

Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.

2.

CHAPTER – V: PERFORMANCE SECURITY FORM

(To be executed by a scheduled Bank in India on non-judicial stamp paper)

**To
The Director,
Bose Institute,
P-1/12, CIT Scheme-VII/M,
Kolkata – 700054 (W.B.) India**

Dear Sir,

Sub: Your Contract No. -----dated -----for

1. You have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for the supply, installation, and commissioning of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract, the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being 10 % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to you for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligator on behalf of the contractor that in the event you submit a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such payment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any

other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____(Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.

7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:

Signature.....

Place:

Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.

2.

CHAPTER – VI : DETAILED TECHNICAL SPECIFICATIONS

II.	<u>Technical Specification for General purpose plastic scintillator (BC-400 or equivalent)</u>
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- I. Light output : 65 % or better
- II. Rise time : less than 1 ns
- III. Wave length of maximum emission : 420 +/- 5 nm

Quantity : 1 block of size 40 cm x 40 cm x 1 cm

NB: Proof of supplying similar items to reputed research institutes / organizations in last 5 years will be considered a mandatory document for qualification of the bid.