

**BOSE INSTITUTE
KOLKATA**

BIDDING DOCUMENTS

Tender Notice No.

BI/Bio/AB/07/2013-14 dt. 09.01.2014

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)

INVITATION TO BIDS

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

Sl. No.	Name of the instrument	Unit	Bid security (EMD) (Rs.)
1.	Fluorescence Spectrometer with accessories	1	40,000.00

Tender Notice No. : BI/Bio/AB/07/2013-14 dt. 09.01.2014

Last date & Time for Submission : 30th January, 2014 upto 13:00 hours

Date/Time for opening of bids : 30th January, 2014 at 15:00 hours

Venue of Bid Opening : **Centenary Building, Bose Institute, Seminar Room (Annexe Block), P-1/12, C.I.T. Scheme – VII / M, Kankurgachi, Kolkata – 700054**

Submission of tender : **Tender Box at Import Cell
At 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.

The bids will be opened in the presence of representatives of tenderers who choose to attend. **If the date of opening happens to be a holiday, the bids shall be opened on the 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. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made.**

REGISTRAR

**BOSE INSTITUTE
KOLKATA**

CHECK LIST

Tender Notice No. ::

Name of the equipment ::

1.	Whether separate tender submitted for separate items	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	Whether all pages of the tender document is submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	Whether tender is submitted in two bid form i.e. Technical bid and Commercial bid	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	Whether Technical and Commercial bids are separately sealed and marked accordingly	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5.	Whether Bid Security (Earnest Money Deposit / EMD) is furnished	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6.	Whether Bid Security is submitted in a separate envelop and marked accordingly	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7.	Whether Bid Security is enclosed with the technical bid	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8.	Whether Bid Form in the official letter head is submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9.	Whether Manufacturer Authorization form submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10.	Whether Performance Statement form submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11.	Whether Service Support details form submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
12.	Whether the qualification requirement for submission of the tender has been examined and fulfilling / agrees with the conditions	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13.	Whether technical compliance statement form is submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO

- *Pl put tick (✓) mark whichever is applicable*

Date :

Signature of the bidder with seal

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 authorization form and Indian agents of foreign principals.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
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**
- 3.1 Tender documents are available free of cost at Bose Institute website <http://www.boseinst.ernet.in> Interested and eligible bidders may download the same directly from the website. No request for the tender document shall be entertained.
4. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in **rejection of the bid**.
5. **Amendment To Bid Document**
- 5.1 **At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to decisions taken in pre-bid conference, modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the Bid Document.**
- 5.2 Normally no interim queries are entertained. However, for any specific clarifications on any aspect of the tender, the prospective bidders may write to: Convener, Tender Opening Committee, (bipurchase@jcbose.ac.in). Request for clarifications, if any, should reach at least 7 days before the bid opening date.
- 5.4 **All prospective bidders are required to keep a watch on the Bose Institute website <http://www.boseinst.ernet.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 in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

6. **Language of Bid**

6.1 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, 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.

7. **Documents Comprising the Bid**

- 7.1 (i) **The tender form should be completed in all respects.** Wherever the information is not relevant, the space should be appropriately filled with 'NA or NIL'. No space shall be left blank. All pages of the tender form should be returned.
- (ii) The bid is liable to be set aside if complete information as specified in the techno-commercial bid form and the requirements specified in the tender notification is not given.
- (iii) If the given space is insufficient to give required information, additional sheets may be added. Each such additional page shall be numbered consecutively and shall bear our tender reference number and signature of bidder or his/her authorized agent.
- (iv) Attention should to be paid to the delivery dates, technical specifications and the terms and conditions of the tender notification.
- (v) The bidder may give additional commercial terms, if any, in their techno-commercial bid only, and price bid should contain only price details.

7.2 **The bids** shall include the following :

- (i) **Bid Form;**
- (ii) **Techno-Commercial Bid Form;**
- (iii) **Technical Compliance Statement Form;**
- (iv) **List of Spares, if applicable to run the equipment;**
- (v) **Bid Security/ EMD as specified in the invitation to bids;**
- (vi) **Service Support Details Form;**
- (vii) **Performance Statement Form;**
- (viii) **Manufacturer's Authorization Form;**
- (ix) **Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria;**

- (x) **The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any.**

Intending bidders are advised to furnish the particulars strictly in the downloaded format cited in to the tender documents.

8. **Bid Prices**

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

8.2 Vendors, who do not accept our standard commercial terms are liable to be ignored. **A categorical confirmation of acceptance of all our terms and conditions in toto will have to be observed which enable speedy processing of the offers.**

8.3 Pre-conditioned, incomplete offers, not in line with the terms and conditions of the tender documents, are liable to be rejected.

8.4 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

8.5 **For Indigenous Items:** Prices indicated shall be entered separately in the following manner:

(i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including 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.**

8.6 **For Imported Items:** Prices indicated shall be entered separately in the following manner:

(i) The price of the goods, quoted FOB/FCA port of shipment. Please note that Export Packing, Loading Charges, Inland Freight etc. in the shipper country will have to be paid by the Supplier.

(ii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods upto their port of despatch (CIF/CIP).

8.7 Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

9. **Bid Currencies**
- 9.1 Prices shall be quoted in Indian Rupees or in freely convertible foreign currency wherever possible for comparison.
10. **Documents Establishing Bidder's Eligibility and Qualifications**
- 10.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted
- 10.2 That the bidder meets the qualification criteria listed in Bid Document.
11. **Documents Establishing Goods' Eligibility and Conformity to Bid Document**
- 11.1 The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 11.2 **Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications.** At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:
- (i) A detailed description of the essential technical and performance characteristics of the goods;
 - (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
 - (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 11.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. Technically unsuitable offers, and/or, offers not conforming to tender schedule, shall be rejected.
- 11.4 **In case the bidder furnishes wrong or false information wilfully in the technical compliance chart, such action shall be viewed strictly and the bidders may be blacklisted.**
12. **Bid Security (Earnest Money Deposit)**
- 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.
- 12.2 The Bid Security shall be submitted in one of the following forms and valid for **45 days beyond the validity of the bid:**

- (i) **Pay order / demand draft on any nationalized bank of India ; bidder shall submit the same in a separate envelope with a cover letter, giving therein details of the bid security along with tender number 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 (Nationalized/Scheduled bank) with validity beyond 45 days of the bid, 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 ***Bid Security should be submitted in favour of "Director, Bose Institute".***
- 12.6 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.**
- 12.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 12.8 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 in the prescribed format.
13. **Period of Validity of Bids**
- 13.1 **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.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security provided under Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 13.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
14. **Format and Signing of Bid**
- 14.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.
- 14.2 Any interlineations, erasures or overwriting shall be valid only if the persons or

persons signing the bid signed and stamped them.

D. SUBMISSION OF BIDS

15 Sealing and Marking of Bids

15.1 All pages of the bidding documents, duly filled in, should be returned intact with the Techno-Commercial Unpriced Bid, whether bidder is quoting for all items or not. The pages containing the Financial/Price Bid should also be enclosed.

15.2 In the event of space on the tender form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, should bear the tender reference number and signature. In such cases reference to the additional pages must be made in the tender form.

15.3 If any modification of the tender form is considered necessary, the bidder should communicate the same by means of separate letter sent with the tender

15.4 The bid documents and enclosures, if any should be serially numbered, punched with a hole on the top left hand corner side and tagged properly.

16 Deadline for Submission of Bids

16.1 Bids must be received by the Purchaser at the address specified 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.

16.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late Bids

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and/or returned to the Bidder.

18 Modification and Withdrawal of Bids

18.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

18.3 No bid may be modified subsequent to the deadline for submission of bids.

18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

19

Clarification of Bids

19.1

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post-Bid clarifications at the initiative of the Bidder shall be entertained.

- 20 **Preliminary Examination**
- 20.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM Policy shall be treated as non-responsive and rejected summarily. Similarly, bids submitted without EMD shall be rejected.
- 20.2 Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.
- 20.3 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.6 After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and *Earnest Money Deposit* shall also be forfeited.
- 21 **Conversion to Single Currency**
- 21.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in an amount in various currencies in which the bid prices are payable, to Indian Rupees at the selling exchange rate established by any bank in India as notified in the web site www.xe.com or Newspapers/RBI's website on the date of opening of Price/Financial Bid.
- 22 **Evaluation & Comparison of Bids**
- 22.1 For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
- (i) **Indigenous Offers:** The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.
 - (ii) **Imported Offers:** The FOB/FCA price shall be the basis of evaluation.

- (iii) ***Imported Vs. Indigenous Offers:*** The final landing cost of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with customs clearance charges, Bank/LC charges, transportation upto Bose Institute as per available records with Bose Institute for imported goods) shall be the basis of evaluation. However, the Purchaser prefers firms who undertake to supply the goods on High sea sales basis with the customs clearance either by the bidder or by the Purchaser.

- 22.2 Conditional tenders/discounts etc. shall not be accepted.
- 22.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.
- 26 **Award Criteria**
- 26.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 27 **Purchaser's Right to vary Quantities at the Time of Award**
- 27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. However, the Purchaser reserves the right to call the lowest firm for negotiation in case of increase in quantity.

28 **Notification of Award**

28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted by way of a Purchase Order.

29 Upon the successful Bidder's furnishing of performance security pursuant to, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

30 **Performance Security**

30.1 **Within 30 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security, in the Performance Security Form provided in the Bid Document.**

30.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and procure the items at the risk and cost of the bidder.

31 **Order Acceptance**

31.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 30 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

32. **Submission of the bids**

32.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.

32.2 Tender documents are available free of cost at <http://www.boseinst.ernet.in> Interested bidders may download the same directly from the website. No request for the tender document shall be entertained. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

33. **Performance Security**

33.1 Within 30 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified.

34.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

34.2 The Performance Security shall be submitted in one of the following forms:

- (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 issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. **OR**
- (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.

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

34.4 In the event of any contract amendment, the supplier shall, within 30 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

35. **Inspections and Tests**

35.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

35.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

- 35.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 35.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
36. **Packing**
- 36.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 36.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements.
37. **Delivery and Documents**
- 37.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the purchase order.
38. **Insurance**
- 38.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
39. **Transportation**
- 39.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.
40. **Incidental Services**
- 40.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (v) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

41 **Spare Parts**

41.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract
- (ii) In the event of termination of production of the spare parts:
 - (a) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (b) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

41.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

42 **Warranty**

42.1 The Supplier shall warrants 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 warrants 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.

42.2 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 indicated in the Contract, or for 18 months after the date of shipment whichever period concludes earlier, unless specified otherwise

42.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately, within a reasonable period, arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In case any component has to be imported the same shall be done on DDU Kolkata basis and the purchaser shall provide the customs duty exemption certificate. If the supplier having been notified fails to remedy the defects within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

- 43 **Payment**
- 43.1 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.
- 43.2 In case of imports, payments are usually made through Letter of Credit (LC). The LC will be opened for 100% value but the payment shall be released partly after despatch and partly after installation & commissioning.
- 43.3 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.
- 43.4 Payments shall be made promptly by the Purchaser normally within thirty (30) days after submission of the invoice or claim by the Supplier.
- 43.5 Payment shall be made in currency as indicated in the order.
- 44.1 **Prices**
- Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. Conditional offers indicating changes to price quoted due to price increase/ decrease by the principal firm, market fluctuations, foreign exchange fluctuations etc. shall make the bid liable to be cancelled.
- 45 **Applicable Law**
- The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Kolkata.
- 46 **Taxes and Duties**
- 46.1 Supplier shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order

BID FORM

(to be submitted on the official letterhead of the bidder)

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

Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, I/We agree to furnish required supplies/services in conformity with the Techno-Commercial Bid or such portions thereof at the prices given in the Price Bid on receipt of order for the same.

I/We agree to hold this offer open until _____ and to supply, install and commission the equipment and complete the whole of the work and hand over to the purchaser within the period of _____ weeks, from the date of receipt of intimation from you regarding acceptance of this tender/receipt of supply order.

I/We agree to submit the bank guarantee as specified in SCC in the form prescribed by your goodself for the due performance of the contract, if our bid is accepted.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

With Office Stamp

(_____)
Signature of Bidder

Name & Address

Telephone No.:

FAX No.:

E-mail address:

Name & Designation of the Contact Person:

TECHNO-COMMERCIAL BID FORM

1. Tender reference No :
2. Due date of bid submission.....
3. Name and address of Bidder:
.....
.....
4. Main Item Model No.:
5. Life Expectancy of the Equipment (in Years):
6. Warranty Period (in Years):
7. Delivery Period of the Equipment:
8. Details of Bank Guarantee enclosed as Bid Security:
 - (i) Name of the Bank:
 - (ii) Branch:
 - (iii) Address with Phone, FAX & E-mail Nos.:
.....
.....
 - (iv) Amount Rs.
 - (v) Valid Upto:
9. Country of the Origin of the Equipment:
10. Bid Currency:
11. Schedule of Requirements:

Sl. No	Brief description of stores	Qty offered	Unit price	Total cost
(i)	FOR/ FCA/ FOB Value of the equipment	1	---	---
(ii)	Price of the Spares	Applicable <input type="checkbox"/>	Not Applicable <input type="checkbox"/>	
(iii)	Discount, if any	Applicable <input type="checkbox"/>	Not Applicable <input type="checkbox"/>	

(iv)	Excise Duty	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(v)	Customs Duty	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(vi)	Sales Tax/ Vat	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(vii)	CST	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(viii)	Other Taxes, if any	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(ix)	Additional warranty charges per year beyond the stipulated warranty period as in sl. 6, if any	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(x)	Installation/ Commissioning Charges	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xi)	Training Charges	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xii)	Documentation Charges	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xiii)	Agency Commission	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xiv)	Freight	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xv)	Insurance	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xvi)	Other charges, if any	Applicable	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(xvii)	Total CIF, Kolkata Value			---	

12. Whether agreeing to all the terms and conditions including payment terms as mentioned in the bidding documents:
13. Port of Shipment:
14. Approximate Shipment Weight (chargeable weight) in Kg. of the packed consignment:
15. Approximate Dimensions/ Volume of the packed consignment:

- N Note:**
- (1) Adhering to the format given above is a pre-requisite for considering your bid.
 - (2) All columns must be filled up.
 - (3) Separate list should be attached where required in the same format giving details of each item.
 - (4) Please indicate applicability.

I/we certify that I/We have completely read and understood and agree to all the terms & conditions given in the bidding documents.

()
Signature of Bidder
With Office Stamp
Name & Address

FINANCIAL/ PRICE BID FORM

1. Tender reference No :
2. Due date of bid:
3. Name and address of Bidder:
.....
.....
4. Main Item Model No.:
5. Life Expectancy of the Equipment (in Years):
6. Warranty Period (in Years):
7. Delivery Period of the Equipment:
8. Details of Bank Guarantee enclosed as EMD:
 - (i) Name of the Bank:
 - (ii) Branch:
 - (iii) Address with Phone & FAX, E-mail Nos.:
.....
.....
 - (iv) Amount Rs.
 - (v) Valid Upto:
9. Country of the Origin of the Equipment:
10. Bid Currency:
11. Rates for items given in Techno-commercial offer at Schedule of Requirements are as follows:

Sl. No	Brief description of stores	Qty offered	Unit price	Total cost
(i)	FOR/ FCA/ FOB Value of the equipment	1		
(ii)	Price of the Spares, if applicable			
(iii)	Discount, if any			
(iv)	Excise Duty			
(v)	Customs Duty			
(vi)	Sales Tax/ Vat			

(vii)	CST			
(viii)	Other Taxes, if any			
(ix)	Additional warranty charges per year beyond stipulated the period mentioned at sl no 6, if any			
(x)	Installation/Commissioning Charges			
(xi)	Training charges, if any			
(xii)	Documentation Charges, if any			
(xiii)	Agency Commission, if any			
(xiv)	Freight			
(xv)	Insurance			
(xvi)	Other charges, if any			
(xvii)	Total CIF, Kolkata Value			
(xviii)	Total CIF, Kolkata Value (in words):			

12. Whether agreeing to all the terms and conditions including payment terms as mentioned in the bidding documents:
13. Port of Shipment:
14. Approximate Shipment Weight (chargeable weight) in Kg. of the packed consignment:
15. Approximate Dimensions/ Volume of the packed consignment:

Note :

- (1) Adhering to the format given above is a pre-requisite for considering your bid.
- (2) Separate list should be attached where required in the same format giving details of each item and cost.
- (3) Agency Commission, if any will be paid in Indian Rupees Only.

I/we certify that I/We have completely read and understood and agree to all the terms & conditions .

With Office Stamp

()
Signature of Bidder

Name & Address

BID 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,

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:
 1. Fails or refuses to execute the Contract Form if required; or
 2. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
3. This guarantee is valid up to(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.

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 as per Clause 15 of the General Conditions of Contract and Clause of the Special Conditions of Contract 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. It should be included by the Bidder in its techno-commercial unpriced bid.

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.

**BIDDER'S PERFORMANCE STATEMENT FORM
(For a Period of Last 3 Years)**

Name of the Firm.....

Order placed by (full address with Tel. No., Fax No. & e-mail address of purchaser)	Date	Description and quantity of ordered equipment	Date of completion of delivery as per Contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/ Consignee)

Place :

Signature :

Date :

Office stamp

SERVICE SUPPORT DETAILS FORM

Sl. No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Address, Telephone Nos., Fax and e mail address of the firm located in Kolkata	Value of minimum stock of consumable spares held at all times.

Signature and Seal of the manufacturer/Bidder.....

Place :

QUALIFICATION REQUIREMENTS

1. The Bidder should be a manufacturer or their dealer or Indian agents of foreign principals specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form.
2. The Bidder must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification” to at least one organisation in India. Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation as on date of Bid opening.
3. The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D. One Indian Agent cannot represent two different foreign principals for the same item in one tender.
4. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
5. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier’s maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract. The bidder must have an office in Kolkata, INDIA.
6. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services during life expectancy of the equipment, if required.
7. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
8. Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.

TECHNCAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Deviation/ Remarks, if any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.
3. In case the bidder furnishes wrong or false information wilfully in the technical compliance chart, such action shall be viewed strictly and the bidders may be blacklisted.

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

Specification for Fluorescence Spectrophotometer with accessories

Technical Specification for the equipment:

1. Light source : 150W Xenon Lamp
2. Excitation and emission: With mono-chromators
3. Wavelength accuracy : ± 1.0 nm
4. Wavelength range: Excitation 200-750 nm; Emission 220-750 nm (Zero order as standard).
5. Spectral Bandwidth: 1, 2.5, 5, 10, and 20 nm.
6. Wavelength scan speed: 60 to 10,000nm/min.
7. Sensitivity selection: high, medium, low, manual, auto
8. Sensitivity: Minimum S/N ratio of 800 or higher (peak to peak) for the Raman line of distilled water (350nm excitation wavelength, 5nm spectral bandwidth, and 2 second response). Higher sensitivity would be preferred.
9. Operating Power Input: 220-240V, 50 Hz AC.
10. Instrument should be able to take standard 1x1 cm cuvette and 0.5cmx0.5cm with holder.
11. At least one year warranty should be provided.
12. User list in Eastern India must be provided.
13. Instrument must be quoted with the following accessories:
 - i) Automated polarizer-analyzer pair for anisotropy measurement
 - a) Wavelength range: 250-650 nm.
 - ii) Peltier thermostat for maintaining temperature along with stirrer.
 - a) Temperature range: 10-65°C
 - b) Temperature accuracy: minimum 0.5°C
 - c) Stirring: Variable speed magnetic stirrer.
14. Instrument should be capable of accepting the following accessories/upgrades (Prices for these accessories can be quoted as optional items)
 - i) 96 well plate reader accessory
 - ii) Automated titration accessory
 - iii) 5mm x 5 mm cell with stir bar and holder
 - iv) 3 mm x 3 mm cell with holder
15. Operating Software: Should be PC/windows7 64bit or Linux compatible. Should allow excitation/emission spectra measurement, fixed wavelength measurement, time-course measurement, automated fluorescence polarization measurement, Abs and quantitation measurement with spectra correction program as standard.
16. Detailed specification for the PC must be provided. Any special add on card /port must be provided by the vendor. (price of the PC may be provided as an optional item).
17. Proof of presence of service in Kolkata must be provided.