

BOSE INSTITUTE

P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054, West Bengal, India

Ref : BI-K/E-TEND/04/2019-20

Tender for Furnishing Research Laboratories in Unified Academic Campus, Salt Lake, Sector-V, Bose Institute, Kolkata

NOTICE INVITING TENDER

NIT NUMBER: BI-K/E-TEND/04/2019-20

The Bose Institute, Kolkata invites online open tender from reputed lab furniture manufacturers or their authorized dealer, who are eligible as per the minimum requirements defined in the Tender Documents.

Name of Item/Item Description:	:	Supply and Installation of lab furniture, fume hoods, Bio Safety Cabinets at Bose Institute Kolkata.
Cost of Tender Document (Non-refundable)	:	Rs. 2,500.00
Bid security/ Earnest Money Deposit	:	Rs. 25,00,000.00
Mode of Payment for Earnest Money Deposit	:	(To be paid through RTGS/NEFT/Demand Draft/Bank Guarantee)
	Name of the Bank A/C	_____
	SBI A/C No	_____
	Name of the Bank	_____
	IFSC Code	_____
	This is mandatory that UTR Number is provided in the on-line quotation/bid for online transfer of EMD.	
Period of completion	:	120 Days from the issue of Purchase order as per GFC drawing
Bid Validity	:	120 Days from the opening of Technical Bid

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CRITICAL DATES/IMPORTANT DATES:

S.N.	Particulars	Date & Time
1.	Date of uploading of NIT & other documents (Online) (Publishing date)	09.7.2019
2.	Documents download start date (Online)	09.7.2019 at 18:00 hrs.
3.	Clarification Start date Queries to be sent to the mail id bipurchase@jcbose.ac.in	09.7.2019 at 18.30 hrs.
4.	Clarification End date	15.7.2019 at 15.00 hrs.
5.	Prebid meeting	16.7.2019 at 14:00 hrs.
6.	Amendment (if any) (On line)	19.7.2019 at 17:00 hrs.
7.	Bid submission start date (On line)	20.7.2019 at 17:00 hrs.
8.	Documents download end date (Online)	29.7.2019 upto 17:00 hrs.
9.	Bid Submission closing (On line)	29.7.2019 upto 17:00 hrs.
10.	Last Date of submission of Earnest Money Deposit Including the technical brochure, if any (Off line)	30.7.2019 upto 16:00 hrs.
11.	Bid opening date for Technical Proposals (Online)	31.7.2019 at 15:00 hrs.
12.	Date of uploading list for Technically Qualified Bidder (online)	To be notified later
13.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any.	To be notified later
14.	Date for opening of Financial Proposal (Online)	To be notified later

Interested bidders may download the Tender Documents from the <http://eprocure.gov.in/eprocure/app>. The Bid, complete in all respect, should be submitted online in the said CPP Portal till the last date and time of online bid submission as per the tender schedule along with scanned copy of transaction details (RTGS/NEFT/SWIFT/Demand Draft/Bank Guarantee) against the Earnest Money Deposit.

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 may be disclosed only when enquiries are made.

Sd /
Registrar (Officiating)
Bose Institute Kolkata

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BIDDER'S ELIGIBILITY CRITERIA:

1. **Company Profile:** The bidders, Indian / foreign should be registered as per company norms in India having a place of business in India. Clear supporting documents in this regard should be uploaded.
Bidder must upload the scanned copy of PAN Card, Trade License, Incorporation Certificate, Factory License, Income tax Return of the last Three Financial years (15-16, 16-17, 17-18, and 18-19, if available). Professional Tax Registration along with the updated challan and clearance certificate, GST Registration Certificate and Certificate of Registration with EPF and ESI.

2. **Work Experience:** The bidders should have work experience as following. Supporting documents like copy of Purchase Order, Completion Certificate should be uploaded in this regard.
 - a) Three similar completed works (should have experience of having successfully completed works during the last five years ending with the date of submission of tenders) each costing not less than Rs.5.00 Crores for Govt. Funded Technical / Research Institutes (CFTI, which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), Central Universities and/or DAE Institutes (NISER, TIFR) where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work with VAV controls in **centrally air-conditioned Laboratories;**

Or
 - b) Two similar completed works (should have experience of having successfully completed works during the last five years ending with the date of submission of tenders) each costing not less than Rs.7.50 Crore for Govt. Funded Technical/Research Institutes (CFTI, which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), Central Universities and/or DAE Institutes (NISER, TIFR) where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work with VAV controls in **centrally air-conditioned Laboratories.**

Or
 - c) One similar completed work (should have experience of having successfully completed works during the last five years ending with the date of submission of tenders) costing not less than Rs.10.00 Crore for Govt. Funded Technical/Research Institutes (CFTI, which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), Central Universities and/or DAE Institutes (NISER, TIFR) where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work with VAV controls in **centrally air-conditioned Laboratories.**

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3. **Financial Turnover:** Should have had an average annual financial turnover of Rs. 30 Crore in respect of fume hood, laboratory furniture during the last three years ending 31st March 2019 (Group turnover of any other business other than Fume hood, Exhaust System, Lab work Benches, Gas & Utility Distribution System, Electrical Works and Lab Furniture can't be included). Latest audited financial statement with CA Certificate to this effect may be submitted.
4. **Infrastructure:** The bidder or its parent company should have a well-established (their own) in-house manufacturing unit and testing facility in India for the steel lab furniture and fume hood, quality management system as per International standards providing the products and services on the continuous basis at least for the last 10 years. The bidder or its parent company in India or abroad should possess the current/valid approval for such items manufacturing facility by a statutory certifying authority, like factory inspector etc.
5. The bidder / parent company should be an Official member with SEFA (Scientific Equipments & Furniture Association) on a continuous basis at least for the past 4 yrs. **"Laboratory Furniture Certificate of Performance" certified by SEFA** should be uploaded along with the bid.
6. The bidder / parent company should possess the key professional staff, at least one, in his organization with good knowledge of codes and standards like ASHRAE and BS EN 14175. (Face Velocity and Inner-Plane containment testing of fume hoods and the use of the associated test equipment) Such professionals should have a valid membership on a continuous basis at least for the past 5 years (bidder should provide necessary documentary proof like his employment letter, salary paid proof with P/F deposited challan & his form 16).
7. The bidder should have the ability to do ASHRAE/BS EN 14175 testing at site by self or third party. The bidder should submit supporting documents verifying similar tests which have been conducted at least such 3-customer site, in which an order of Fumehood as mentioned in **point no.2**, was executed during last 3 years from the date of notification of this tender.
8. The range of furniture offered by the bidder should have compliance certificate through SEFA authorized third party testing centers, for all the parameters of **SEFA 8M-2016 for laboratory grade metal casework steel base cabinet, wall cabinet and 4 leg- table frame & SEFA-10-2016 Adaptable Laboratory Furniture Systems**. Detailed documentary evidence for the same (Certificate should be within last 3 years from the date of tender) must be included in the technical bid. The testing parameters should adhere as per the

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SEFA 8-M and SEFA-10 5th editions Standard Guideline. (The bidder should give a declaration that there has been no change in the product engineering design from the date of the Certificate).

9. Considering the Size of the Project, the Bidder should have Solvency of minimum Rs. 25 Crore as on 31st May 2019. The Bidder shall produce the Solvency Certificate for Rs. 25 Crore from the Bank, with the technical Bid.
10. The bidder should not have incurred any loss during the last five financial years (as of 31st March 2019). (Profit after tax should be positive for the abovementioned period).
11. The bidder is required to have in-house SERVICE TEAM who would have executed at least 2 Annual Maintenance contract for financial year 2018-19 of minimum value Rs.20 Lakh and must produce service orders for the Fume Hoods, Lab furniture, Exhaust System along with appreciation letters & completion certificates of such contracts and minimum 3 Running Contracts of value more than Rs.25 Lakh for current financial year 2019-20 and must produce Service orders and confirmation letter from the customer.

CONTENT OF TENDER DOCUMENTS:

Online open tender has been invited from the reputed manufacturer of lab furniture through CPP Portal in **two bid system** (technical & financial) for Supply and Installation of lab furniture, fume hoods, at the Unified Academic Campus of BOSE INSTITUTE located in sector V, Salt Lake City, Kolkata-700091.

The tender document consists of two parts:

PART-I: TECHNICAL BID:

- A. PRE-QUALIFICATION CRITERIA
- B. TERMS & CONDITIONS
- C. TECHNICAL BID

PART-II: FINANCIAL BID:

- A. QUOTED BOQ.
- B. DETAILED BREAK-UP OF TAXES AND CHARGES ALONG WITH QUOTED SCHEDULE OF QUANTITY (SOQ)

Intending bidders are hereby requested to upload the technical bid and financial bid separately in two separate covers as mentioned in the tender detail through CPP Portal using digital signature certificate of the

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authorized signatory. Proof of document that indicate the price should not be uploaded in the technical cover. If such document is found in the technical cover, the entire bid shall be liable to be cancelled without any prior intimation to the bidder. Proper documentation with clear visibility of scanned document to be made for uploading the bid document. The interested bidders may visit the proposed site before submitting the tender, if so desired, at their own cost.

The Institute may provide the following Documents to the Successful Bidder, if required:

- 1) Custom Duty Exemption Certificate, as applicable
- 2) The institute would provide way bill as per requirement
- 3) GST Exemption Certificate, as applicable

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ANNEXURE-I

PRE-QUALIFICATION CRITERIA/CHECK LIST:

Sl. No.	FIRST PRE-QUALIFICATION CRITERIA:					
	Part A - Mandatory:	*Whether complied or not (specify Yes/No)	Documentary Availability		Scores	
			Yes	No	Maximum	Achieved
	Part A - Mandatory:				Qualify	Not Qualify
1	<p>Company Profile: The bidders, Indian / foreign should be registered as per company norms in India having a place of business in India. Clear supporting documents in this regard should be uploaded.</p> <p>Bidder must upload the scanned copy of PAN Card, Trade License, Incorporation Certificate, Factory License, Income tax Return of the last Three Financial years (15-16, 16-17, 17-18, and 18-19, if available). Professional Tax Registration along with the updated challan and clearance certificate, GST Registration Certificate and Certificate of Registration with EPF and ESI.</p>					
	Part B - Marking:					
2	<p>Three similar completed works (should have experience of having successfully completed works during the last five years ending with the date of submission of tenders) each costing not less than Rs.5.00 Crore for Govt. Funded Technical / Research Institutes (CFTI, which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), Central Universities and/or DAE Institutes (NISER, TIFR) where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work with VAV controls in centrally air-conditioned Laboratories</p>				10	

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	<p>Two similar completed works (should have experience of having successfully completed works during the last five years ending with the date of submission of tenders) each costing not less than Rs.7.50 Crore for Govt. Funded Technical/Research Institutes (CFTI, which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), Central Universities and/or DAE Institutes (NISER, TIFR) where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work with VAV controls in centrally air-conditioned Laboratories</p>					
	<p>One similar completed work (should have experience of having successfully completed works during the last five years ending with the date of submission of tenders) costing not less than Rs.10.00 Crore for Govt. Funded Technical/Research Institutes (CFTI, which includes IITs, IISERs, IIMs, NITs, IIITs, NITTTRs, IISc and IEST), Central Universities and/or DAE Institutes (NISER, TIFR) where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work with VAV controls in centrally air-conditioned Laboratories.</p>					
<p style="text-align: center;">3</p>	<p>Financial Turnover: Should have had an average annual financial turnover of Rs. 30 Crore in respect of fume hood, laboratory furniture during the last three years ending 31st March 2019 (Group turnover of any other business other than Fume hood, Exhaust System, Lab work Benches, Gas & Utility Distribution System, Electrical Works and Lab Furniture can't be included). Latest audited financial statement with CA Certificate to this effect may be submitted.</p>				<p>10</p>	

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4	<p>Infrastructure: The bidder or its parent company should have a well-established (their own) in-house manufacturing unit in India for the steel lab furniture and fume hood, quality management system as per International standards providing the products and services on the continuous basis at least for the last 10 years. The bidder or its parent company in India or abroad should possess the current/valid approval for such items manufacturing facility by a statutory certifying authority, like factory inspector etc.</p>				5	
5	<p>The bidder / parent company should be an Official member with SEFA (Scientific Equipments & Furniture Association) on a continuous basis at least for the past 4 yrs. “Laboratory Furniture Certificate of Performance” certified by SEFA should be submitted.</p>				5	
6	<p>The bidder / parent company should possess the key professional staff, at least one, in his organization with good knowledge of codes and standards like ASHRAE and BS EN 14175. (Face Velocity and Inner-Plane containment testing of fume hoods and the use of the associated test equipment) Such professionals should have a valid membership on a continuous basis at least for the past 5 years (bidder should provide necessary documentary proof like his employment letter, salary paid proof with P/F deposited challan & his form 16).</p>				20	
7	<p>The bidder should have the ability to do ASHRAE testing at site by self or third party. The bidder should submit supporting documents verifying similar tests which have been conducted at least such 5-customer site, in which an order of Fumehood as mentioned in point no. 2, was executed during last 3 years from the date of notification of this tender.</p>				10	

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8	The range of furniture offered by the bidder should have compliance certificate through SEFA authorized third party testing centers, for all the parameters of SEFA 8M-2016 for laboratory grade metal casework steel base cabinet, wall cabinet and 4 leg- table frame & SEFA-10-2016 Adaptable Laboratory Furniture Systems . Detailed documentary evidence for the same (Certificate should be within last 3 years from the date of tender) must be included in the technical bid. The testing parameters should adhere as per the SEFA 8-M and SEFA 10 5th editions Standard Guideline. (The bidder should give a declaration that there has been no change in the product engineering design from the date of the Certificate).				10	
9	Considering the Size of the Project, the Bidder should have Solvency of minimum Rs. 25 Crore as on 31 st May 2019. The Bidder shall produce the Solvency Certificate for Rs. 25 Crore from the Bank, with the technical Bid.				10	
10	The bidder should not have incurred any loss during the last five financial years (as of 31st March 2019). (Profit after tax should be positive for the abovementioned period).				5	
11	The bidder is required to have in-house SERVICE TEAM who would have executed at least 2 Annual Maintenance contract for financial year 2018-19 of minimum value Rs.20 Lakh and must produce service orders for the Fume Hoods, Lab furniture, Exhaust System along with appreciation letters & completion certificates of such contracts and minimum 3 Running Contracts of value more than Rs.25 Lakh for current financial year 2019-20 and must produce Service orders and confirmation letter from the customer				15	
TOTAL					100	

PREQUALIFICATION /SHORTLISTING CRITERIA:

Prequalification / Short listing Criteria:

1. Compliance is mandatory in case of Part-A otherwise it will result in disqualification.
2. The bidders qualifying in all the parameters with 100% compliance under Part- B will be shortlisted.
3. In case of requirement, the aggregate marks required may be relaxed by 10% and the minimum required marks would be restricted at 90%.

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4. The parties who will qualify in the first pre-qualification only will be considered for second prequalification.
5. For support & verification of above criteria necessary self-attested document must be attached in respect of each point.

The qualified firms would be asked to put up a mock-up/physical demonstration of the products at their own expense as specified in the tender for evaluation by a duly constituted committee by the Institute within three weeks of intimation by the Bose Institute. They are expected to explain features and technical specifications of their products. The Institute reserves the right to reject/accept the demonstrated mockup without any liability to the bidder. Only those bidders, whose mock-up was accepted by the Institute, will qualify for the next stage for consideration of their financial bids.

SECOND PRE-QUALIFICATION CRITERIA

The bidder should provide following details for their work experience. The bidder should provide names & addresses of only those organizations where they have completed the similar works including fume hoods, laboratory furniture & Exhaust System Work

The committee designated by Director, Bose Institute, may inspect these organization to assess the quality of work, infrastructure & obtain feedback from the users.

The committee will submit its report on the basis of its visit or otherwise, after due evaluation based on the documents and/or physical inspection of the site of the parties/ or physical inspection of Mock-up.

Sl. No.	Name of the Organization with complete address with Ph. No./Fax No. & E-Mail address	Name of the concerned Authority with Post & Communication details.	Value of the work done

Parties who will qualify in second pre-qualification will only be considered for technical evaluation.

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DETAILED OF COMPLETION OF WORK DONE OF SIMILAR NATURE OF WORK:

Sl.No.	Name of the Organization with complete address with Ph. No./Fax No. & E-Mail address	Name of the Authority issuing completion certificate details with contact number	Value of the work done
1			
2			
3			

GENERAL TERMS & CONDITIONS:

1. The procurement to be made by Bose Institute in compliance to the Govt. of India Rules framed for public procurement.
2. The Tender document can only be downloaded from the website: <https://eprocure.gov.in/eprocure/app> only after the time of "Document Download / Sale Start Date till Document Download / Sale End Date as showing in the schedule of tender.
3. The Institute reserves the right to reject any or all the bidders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof. The Institute reserves the right to relax or tighten the Terms and Conditions given in the tender documents as per norms.
4. **Preparation and Submission of Bid:**
 - a. Bid is to be submitted on-line through the website stated above. All the documents uploaded by the

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Tender Inviting Authority forms an integral part of the contract. The bidder is required to upload entire set of tender documents along with other related documents as asked for in the tender document through the above stated website within the stipulated date and time mentioned in the **schedule of the tender**.

- b. Bid is to be submitted in two folders namely "Technical Cover" and "Financial Cover" (as mentioned in the **cover details**) within due date and time. The bidder shall carefully go through the documents and prepare to upload the scanned documents in Portable Document Format (PDF) files in the designated locations in the portal as Technical Bid. The bidder is required to fill up the rates of items in the downloaded BOQ in the designated cells and upload the same in the designated location in the portal as Financial- Bid. Detailed breakup of the Price Bid should be uploaded (**in .pdf format**) only in financial cover as mentioned in the tender details page. If price is disclosed in the technical cover, the entire bid shall be rejected without any prior intimation to the respective bidder.
- c. Documents uploaded are to be digitally signed using the Digital Signature Certificate (DSC).[Class –II or Class III with organization name]
- d. Documents once uploaded can only be changed / replaced till the last date of submission of bid and after this date and time no changes are allowed.
- e. Either the authorized dealer of the OEM or the OEM can bid directly in the tender but not both.
- f. Two or more vendors can not submit bid quoting the rates on behalf of the same OEM.
- g. The Institute is registered to the Department of Scientific & Industrial Research, Govt. of India and is thus exempted from customs duty vide notification no. 51/96 dated 23.7.1996 and GST exemption as per Govt. of India notification 45/2017 and 47/2017 dated 14.11.2017. The present details of registration are no. 11/106/1988-TU-V dt. 23.4.2018 valid upto 31.3.2019.

5. Cover Details:

a) Technical Cover:

a. Statutory Cover:

Fees: Scanned copy of EMD and Tender Fees.

- b. **PQC / Technical** : Duly filled-up and signed Annexure-I, Annexure-II, Annexure-III, Annexure-IV, and NIT (1 & 2) should be uploaded in this cover. All the scanned documents in support of the eligibility criterion should also be uploaded in this cover. Bidders may upload any other relevant documents or their technical/financial credibility in this section as per the tender details.

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b) Financial Cover:

- a. Only the commercial/financial bid in the downloaded BOQ should be uploaded in this folder without tampering the BOQ Template.
- b. Detailed breakup of the Price Bid should be uploaded (in **.pdf format**) in the additional folder only in financial cover as mentioned in the tender details.
 - *In the BOQ quoted in foreign currency (click to select currency) fill up the applicable column (i.e. 'Ex-works', 'Discount (if any)', 'Freight', 'Insurance', 'other taxes (if applicable)', 'Installation & commissioning charges (if applicable)') and ignore the other column.*
 - *In the BOQ quoted in INR (click to select currency) fill up the applicable column (i.e. 'Basic Rate', 'Discount (if any)', 'GST', 'Other taxes (if applicable)', 'Installation & Commissioning charges (if applicable)') and ignore the other.*
 - ***Bidders are requested not to put any percentage (%) in any column of the BOQ.***

The bids submitted by the vendors should be valid for a minimum period of 120 days from the date of the opening of the technical bid and the quoted price should be valid throughout the currency of contract and no price variation would be allowed under any circumstances.

6. **Two Bid Systems:** - The two bid systems should be followed for this tender. In this system the bidder must upload the technical and financial bid documents to the respective folder correctly. Scanned copy of bid documents with clear visibility to be uploaded by the bidders as per eligibility criteria.
7. Each page of the tender document submitted by the company must be digitally signed.
8. **Validity of Bid:** 120 days from the date of opening of Technical Bid.
9. The selected vendor will be initially issued a letter of intent for execution of the work. The bidder is then required to visit the Institute site and meet the end-users for finalizing the exact GFC drawing and requirement and submit the same to the Institute authority for issuance of the formal purchase order. The same must be completed within a maximum time span of 30 days from the date of issue of the letter of intent.
10. **Period of Completion :** 120 Days from the final Purchase order as per GFC drawing. The supply, installation & commissioning of the items in the tender should be executed within 4 months from the date of GFC (Good for Construction) drawing approved by the Institute.
11. **Liquidated damage :** If the installation of the all items are not made within stipulated period, a compensation will be payable for non- adherence to the committed installation schedules by the vendor to Bose Institute Kolkata as follows:

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1% of the total order value per week or part thereof of delay in installation, subject to maximum of 10% of total order value or the difference in rate if Bose Institute Kolkata decides to purchase the items from open market whichever is higher.

12. All the items to be supplied should be new, good quality and standard and as per the technical specifications mentioned in technical bid document.

13. Force Majeure :

- The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. The installation of above items will be at the new laboratories in the Bose Institute, Unified Academic Campus, Kolkata, Salt Lake, Sector-V, Block-EN, Kolkata -700091.

15. The party has to make their own arrangements for boarding & lodging for their manpower deployed during installation. During installation party has to abide by all statutory requirements, safety norms and government rules applicable to them without creating any damage to the Institute premises and properties. For any such damage, the vendor shall be responsible for fixing the same at their own cost. Alternatively, they may be allowed to pay a compensation decided by the Institute authority.

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16. PRICE:

- a. Unit price in foreign currency means delivered price up to Bose Institute, Kolkata including insurance, packing & forwarding, freight & transportation (up to Bose Institute, Unified Academic Campus, Salt Lake City, Sector-V, Kolkata-700054), loading, unloading & warranty charges on DDP basis.
- b. Unit price in INR means delivered price up to Bose Institute Kolkata, including insurance, packing & forwarding, transportation (up to Bose Institute, Unified Academic Campus, Salt Lake City, Sector-V, Kolkata-700054), loading & unloading & warranty charges.
- c. As per Govt. Notification # 45/2017 dt.14th November, 2017, Scientific Research Institute funded by the Govt. of India, GST will be applicable @5% for the items used for research purpose, for the bids where GST will be applicable, against Certificates to be provided by the Institute.

***** (THE PRICES QUOTED IN THE SCHEDULE OF QUANTITIES (Volume-III) MUST BE INCLUSIVE OF ALL ADDITIONAL CHARGES SUCH AS TAXES, SURCHARGES, AND DUTIES etc.)**

17. PAYMENT TERMS:

Payment for the items to be supplied by the vendor against the purchase order shall be made by Bose Institute, Kolkata as follows (Purchase Order can be issued for indigenous supply, imported supply and installation separately):-

For Items Quoted in INR

100% payment will be made by the Institute against delivery, inspection, successful installation, commissioning and acceptance of the furniture items at Bose Institute in good condition and to the entire satisfaction of the end-user alongwith submission of warranty certificate and as well as insurance certificate by the vendor.

The Institute reserves the right to deduct any amount from the bill(s) as deemed fit if the supplier(s) fails to supply and install furniture as per this tender and satisfaction to the end-user.

For Items Quoted in Foreign Currency:

100% L/C at site will be opened on DDP basis upto Unified Academic Campus of Bose Institute and 100% payment will be released against delivery, inspection, successful installation, commissioning and acceptance of the furniture items at Bose Institute in good condition and to the entire satisfaction of the end-user alongwith submission of warranty certificate and as well as insurance certificate by the vendor.

NOTE: The Institute reserves the right to increase or reduce the quantity of items as mentioned in the BOQ without any change in the rate per unit quoted by the bidder in its Financial Bid.

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18. Performance Security:

The successful Bidder is required to furnish a Performance Security equal to 10% of Purchase Order (P.O.) in the form of an account payee Demand draft, Fixed deposit receipt, Bank Guarantee from any Commercial Bank in favor of "Bose Institute" payable at "Kolkata". Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the successful Bidder including warranty obligation/completion of comprehensive maintenance period.

19. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

a. As per directive of the CVC and/or DST, Bose Institute, Kolkata have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages and agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who have entered in to such an integrity pact with the buyer i.e. Bose Institute, Kolkata, would be competent to participate in the bidding. It is, therefore, mandatory to make it a condition for qualification in the bidding process in the tender document.

b. IP envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by Bose Institute Kolkata and approved by CVC and/or DST. The model format of Integrity Pact is attached in ANNEXURE-II.

20. Warranty

Onsite Warranty of 12 months period will start from the date of successful installation & commissioning of all the items. The vendor will be liable to clear any defects on regular basis during the warranty period. Also, the vendor will engage technician(s)/service personal(s) during this period. The vendor will solve any problem within 24 hrs, if any delay will occur the institute make good the defects noticed through any other vendor and the cost incurred in this regard will be adjusted from their performance security.

21. The tender must be submitted in the prescribed tender document issued by the Bose Institute, Kolkata.

Any other technical details required to supplement the information quoted in the prescribed tender document may please be attached separately. The information asked in the tender document should be given at the place provided for it in the tender document. The tender in which information is not given at the place provided for it or not in the similar format given in the tender document may berejected.

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22. Conditional bid submitted by the bidders will not be accepted by Bose Institute, Kolkata.
23. The documents containing bids shall be free from cutting and erasures. However, alterations, if any, in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.
24. The tenders submitted by telex/fax/email or any other mode other online process through CPP Portal, will not be considered. No further correspondence will be entertained on this matter.
25. Tender will be rejected, if technical specifications offered by the firm in the technical bid differ from that of the financial bid.
26. Bose Institute, Kolkata requires that the bidders who wish to bid for this project have highest standards of ethics. Bose Institute, Kolkata will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. Bose Institute, Kolkata may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.
27. Any conditional offer will lead to disqualification of tender.

28. AWARD OF CONTRACT:

Bose Institute, Kolkata shall award the Contract to the bidder whose evaluated bid has been determined to be technically suitable and financially lowest and is substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to execute the contract satisfactorily.

Purchaser's Right to Vary the Quantities: Bose Institute, Kolkata reserves the right at the time of award or during execution of Contract to increase or decrease the quantity of items specified in the Schedule of Quantities without any change in price or other terms and conditions.

29. The decision of Director, Bose Institute, Kolkata is final and binding in case of any dispute arising out of this contract.
30. The committee designated by Director Bose Institute, Kolkata may inspect, if required, those organization to assess the quality of work, infrastructure & obtain feedback from the users only after technical evaluation.
The committee will submit their report on the basis of their visit or otherwise, after due evaluation based on the documents and/or physical inspection of the site of the parties.
31. All the documents to be uploaded on CPP Portal should be duly sealed and signed by the authorized representative of the bidder. Hardcopies of any technical brochure and leaflets, in support of the technical bids, may be submitted to Purchase Section, Bose Institute, P-1/12 CIT Scheme VIIM, Kolkata – 700054 alongwith the EMD and Tender fees.

32. **Applicable Law and arbitration:** All disputes arising out of this contract shall be referred to the sole arbitration of a person selected out of the panel of three persons nominated by the Director, Bose Institute, and his decision /award shall be final and binding on both parties. The Arbitration shall be

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governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. 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 at Kolkata.

Registrar (Officiating)
Bose Institute, Kolkata

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SPECIAL CONDITIONS FOR THIS TENDER

1. DEFINITION:

In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.

1.1 Institute shall mean the Bose Institute, Kolkata.

1.2 Government or Govt. of India shall mean Government of India..

1.3 Accepting authority shall mean the Director, Bose Institute, Kolkata.

2. ASSIGNMENT & SUBLETTING:

The supplier shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Registrar, Bose Institute. The whole of the supply and installation works included in the contract shall be executed by the supplier except where otherwise provided in the contract. The supplier shall not sublet any part of the works without the written consent of the Registrar and such consent, if given, shall not relieve the supplier from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of sub-supplier, his agents, servants or workmen, as if they were the acts, defaults or neglects of the supplier provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause.

3. SCOPE OF CONTRACT:

The contract comprises the supply, installation, commissioning of items and necessary civil modification work as per the site condition mentioned in the contract, and the provision of all labour, materials, constructional plant, equipment and transportation, temporary works and everything, whether of a temporary or permanent nature required in and for such installation & commissioning so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract. The supplier shall make his own arrangements for the safe storage of materials; accommodation for his staff etc. and no claim for the temporary accommodation from the supplier shall be entertained.

After the tender process, the successful bidder needs to submit the lab wise drawing and BOQ for the issuance of the purchase order.

CONTRACT DOCUMENT:

3.1 The several documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Bose

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Institute, Kolkata who shall thereupon issue to the Supplier its interpretation directing in what manner the work is to be carried out. In case the Supplier feels aggrieved by the interpretation of the Registrar, Bose Institute, Kolkata then the matter shall be referred to the Director, Bose Institute, Kolkata and his decision shall be final, conclusive and binding on both parties to the contract.

- 3.2** The bidder shall be responsible for getting the drawings prepared from and approved by the institute. Delay in issue of drawings, if any shall not be considered for any purpose. The bidder alone shall be responsible for timely arrangement of required drawings and getting them approved from the Director, Bose Institute, Kolkata.
- 3.3** The approved drawing shall remain in the custody of the Institute. However, two complete sets of drawings, specification and schedule of quantities shall be furnished by Bose Institute, Kolkata to the vendor. One complete set shall be kept on the work site and the Director, Bose Institute, Kolkata and his representatives shall be, at all reasonable times, have access to the same. The vendor shall study the drawings thoroughly before the commencement of work. In case of any discrepancy, the supplier shall seek clarification before proceeding with the works. Figured dimensions are in all cases to be accepted in preference to the scaled sizes. Large-scale details shall take preference over small scale ones.
- The Director, Bose Institute, Kolkata shall have full powers and authority to supply to the vendor from time to time during the progress of the work such drawings and instructions as shall be necessary for proper execution and the vendor shall carry out and be bound by the same.
- 3.4** The successful bidder shall be required to enter into an agreement with the Institute within 10 days of issue of P.O. on non-judicial stamp paper of appropriate value. The Schedule of quantities & rates filled in by the successful bidder, the general terms & conditions of the tender, Specifications for Civil & Electrical Works, the Special conditions, additional specifications, and the award letter etc. shall form part of the agreement to be signed by the successful bidder. The cost of stamp paper required for the agreement, shall be borne by the vendor and the same shall also be arranged by the vendor.
- 4.** The vendor(s) shall give to the Municipal Authority, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses to avoid any obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

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5. The vendor shall take instructions from the Director, BOSE INSTITUTE regarding collection and stacking of materials at any place. No excavated earth or building rubbish or debris shall be stacked on areas/building premises and the same shall be disposed outside the premises of the Institute at vendor's expense within 15 days of successful completion. Upon non-compliance of the above-mentioned clause BOSE INSTITUTE would deduct the necessary disposal charges from any amount due to the vendor.
6. Vendor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the completion of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and other related services drawings.
7. On completion of work, the Vendor shall submit at his own cost four prints of "as built' drawings to the Director, **BOSE INSTITUTE** within 6 weeks of completion of the work failing which a recovery of Rs. 25,000.00 for each item.
8. Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to the ISI and tender specification and should conform to municipal body/corporation. The Vendor (s) should engage approved, licensed plumbers for the work.
9. The work shall be carried out in accordance with the Architectural drawings and structural drawings issued by Bose Institute, Kolkata. Before commencement of any item of work the Vendor shall correlate all the relevant drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The measurement by scale shall be superseding the figure/written dimension of the drawings. The discrepancy, if any, shall be brought to the notice of the Director, Bose Institute, Kolkata before execution of the work. The Vendor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
10. The Vendor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other Vendor or by the Director, Bose Institute, Kolkata and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other Vendor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

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11. The Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixing involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Director, Bose Institute, Kolkata.
12. The Vendor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording including photographs, slides, audio-videography etc. and nothing extra shall be payable to the Vendor on this account.
13.
 - 13.1 The Vendor shall be fully responsible for the safe custody of materials brought by him at site / issued to him even though the materials may be under double lock and key system. The Vendor has to make his own arrangement like shed enclosure etc. for keeping the material, providing security etc. The Vendor shall be allowed to make temporary structures for stores, offices, sheds, huts etc. subject to the prior approval of Director, Bose Institute, Kolkata. The Vendor shall remove all the structures erected by him necessary for the execution of the work, after completion of the work and clean the site removing all structures and temporary hutments in all respect as per the direction of the Director, Bose Institute, Kolkata.
 - 13.2 If there is any conflict (in specifications, quantity, or any other technical specifications) between the Specifications and Bill of Quantities (BOQ), the bidder must clarify with the purchaser well in advance of the bid-closing date. The decision of the purchaser regarding any specification would be final and binding.
 - 13.3 For the product Make List, wherever it is written "Equivalent", the decision of Bose Institute, Kolkata will be final whether to accept any company as an "Equivalent" to the Makes mentioned in the Make List.
 - 13.4 The quantities mentioned for all items in the SOQ (Volume-III) are to the best of the knowledge of Bose Institute, Kolkata the time of uploading of the Global Tender. However, the quantities are still tentative, and their numbers or measurements can change by any amount after the award of the job through letter of intent.
 - 13.5 During Installation of the furniture and accessories, if any change has to be made in the existing layout of any room or building of Bose Institute, Kolkata, the bidder will be required to fix and restore the layout back to its original state at the end of completion of job of this particular Tender.

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- 13.6 If minor modifications compared to the Service Drawings are to be made during installation, the bidder, with permission from Bose Institute, Kolkata, will be needed to carry out such activities without any additional cost.
- 13.7 The vendor, while pursuing the job, should not at any point, indulge in performing works which involve modifications from the service drawings without prior written consent from the competent authority of Bose Institute, Kolkata as appointed and communicated by Director, Bose Institute, Kolkata

14. SAFETY, HEALTH AND ENVIRONMENT:

- 14.1 The Vendor shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers hoarding written in English, Hindi and Bangla. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work. In case of any accident of labour / contractual staff the entire responsibility will rest on the part of the Vendor and any compensation under such circumstances if becomes payable the same shall be entirely born by the Vendor and institute shall have no role on this account.
- 14.2 The Vendor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Vendor before starting the actual operations at night.
- 14.3 Hazardous and / or toxic materials such as solvent coating or thinners shall be stored in appropriate containers.
- 14.4 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precaution to be taken.
- 14.5 Vendor shall ensure that during the performance of the work, all hazard to the health of personnel, have been identified, assessed and eliminated.
- 14.6 Appropriate personal protective equipment such as helmets, gloves, goggles, aprons, safety belts etc. shall be provided to the workers employed at the work site as per the requirement and exposure to the hazardous materials or locations.
- 14.7 The Vendor has to follow the rules for the protection of the Health and sanitary arrangement for the workers.

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- 14.8 The Vendor shall provide amenities to the workers in compliance with the model rules for the protection of Health and Sanitary arrangement for the workers.
- 14.9 The wages of the labour shall be paid as per the guidelines provided in the labour regulations applicable for site area.
- 14.10 The Vendor has to keep a record of all the workers employed at site, make daily attendance along with the location of the work and follow the applicable labour regulation. All the labour record shall be made available for inspection and verification to the Director, Bose Institute, Kolkata or his authorized representative as and when required.
- 14.11 The Institute, shall not be held responsible for any labor unrest or and health and safety hazards to the workmen during the execution of the work.

14.12 WATER POLLUTION:

- 14.12.1 The Vendor will take all precautionary measures to prevent the waste water during execution of work to accumulate anywhere.
- 14.12.2 The wastewater arising during execution of the job is to be disposed off in the manner that is acceptable to Bose Institute, Kolkata and conforming to Pollution Control norms.

15. RISK FROM ELECTRICAL EQUIPMENT:

- 15.1 The Vendor will comply the relevant industrial electrical safety legislations.
- 15.2 The Vendor will take adequate precautions to prevent danger from electrical equipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to person or the public.
- 15.3 All necessary fencing and lights will be provided by the vendor to protect the public.
- 15.4 All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of Bose Institute, Kolkata.

16. PROGRAMME CHART:

- 16.1 The Vendor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, material, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to Bose Institute, Kolkata within ten days of award of the contract failing which **Rs.1000/- per day shall be recovered** (non-refundable) from the Vendor till the date of actual submission.

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- 16.2** The programme chart should include the following:
- A. Descriptive note explaining sequence of the various activities.
 - B. Network (PERT / CPM / BARCHART).
 - C. Programme for procurement of materials / equipments / labour by the Vendor.
- 16.3** If at any time, it appears to Bose Institute, Kolkata that the actual progress of work does not conform to the approved programme referred above, the Vendor shall produce a revised programme showing the modifications to the approved programme to ensure completion of the work. The modified schedule of programme shall be approved by the Director, Bose Institute, Kolkata.
- 16.4** The submission for approval by the Director, Bose Institute, Kolkata of such programme or the furnishing of such particulars shall not relieve the Vendor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Director, Bose Institute, Kolkata to take action against the Vendor as per terms and conditions of the agreement.

17. PROGRESS REPORT:

- 17.1** The Vendor shall submit monthly progress report of the work in computerized form. The progress report shall contain the following the information, apart from whatever else may be required as specified. Vendor shall give the Director, Bose Institute, Kolkata on 7th day of each months progress report of work done during previous month failing which Rs.750/- per day shall be recovered (non-refundable) from the Vendor till the date of its actual submission.
- 17.2** Project information, giving the broad features of the contract.
- 17.3** Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- 17.4** Construction schedule of the various works with a bar chart for the next quarter showing the mile stone, targeted tasks and upto date progress.
- 17.5** Progress chart of the various components of the work that are planned and achieved for the month as well as cumulative upto the month, with reasons for deviations, if any in a tabular format.
- 17.6** Plant and machinery statement, indicating those deployed on the work and their working status.
- 17.7** Man power statement indicating individually the names of all the staff deployed on the work along with their designations.
- 17.8** Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the Vendor at his own expense. In case the same are to be removed and diverted, the same shall be payable to the Institute. The Vendor shall work out the cost and the same shall be approved by

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Director, Bose Institute, Kolkata. The Vendor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services as well as normal functioning of the Institute.

- 17.9** The Vendor shall be responsible for the watch and ward / guard of the building's safety, fittings and fixtures provided by him/ supplied to him against pilferage and breakage during the period of installations and thereafter till the entire work as per agreement is physically handed over to the institute. No extra payment shall be made on this account.

18. QUALITY ASSURANCE:

- 18.1** The Vendor shall establish, document and maintain an effective quality assurance system as outlined in the specifications and various codes and standards.
- 18.2** The quality assurance system plans / procedures / method statement to be followed shall be furnished in the form of quality assurance manual. It should cover quality assurance, plan procedure, specifications, frequency of the inspection, testing, acceptance criteria, method of sampling, testing etc to be followed for quality and the details of the person responsible. It is obligatory on the bidder to obtain the approval of every quality assurance document with Director, Bose Institute, Kolkata before he starts using particular document for execution of work.
- 18.3** The approval of quality assurance by Bose Institute, Kolkata does not absolve the Vendor of the contractual obligations towards executing the work as per the laid down specification of the work.
- 18.4** The Vendor shall produce the quality control, records, on the formats approved by the Director, Bose Institute, Kolkata in the quality assurance plan.
- 18.5** The Vendor shall ensure towards the enforcement of quality assurance plan by all his specialized agencies as approved by the Director, Bose Institute, Kolkata.
- 18.6** The Director, Bose Institute, Kolkata reserve the right to inspect / witness, review any or stages of the work at shop / site as deemed necessary for quality assurance and / or timely completion of work.

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18.7 The Vendor is required to review the quality assurance program at all appropriate stages to ensure the quality, completion of activities in time etc. and if required should deploy additional manpower and resources to ensure the quality and timely completion of the project.

18.8 The Vendor shall be fully responsible for the safe custody of materials brought by him even though the materials may be under double lock and key system.

19. TESTING OF MATERIALS:

19.1 All the required tests as per Technical Specification have to be got conducted at the risk & cost of the Vendor, unless specifically mentioned otherwise.

19.2 All necessary tests as per the Contract, specifications shall be carried out on all the materials whether ISI marked or otherwise. Wherever Contract specifications do not specify the frequency of tests, the same shall be carried out as per the directions of the Director, Bose Institute, Kolkata. Nothing extra whatsoever shall be payable on this account.

20. TESTING AT MANUFACTURER'S PLACE:

20.1 All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the tests in presence of the authorized representative of Director, Bose Institute, Kolkata before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Director, Bose Institute, Kolkata. The charges for such testing shall be borne by the Vendor.

21. Any civil works if required for the installation of item is to be informed well in advance to the Director, Bose Institute, Kolkata with all details of drawing, location etc.

22. SPECIAL CONDITIONS FOR ELECTRICAL WORK

Requirement of power source or any electrical item beyond the scope of this contract but essential for the completion of the order must be informed in writing well in advance to the Director, Bose Institute, Kolkata with all details. The Vendor shall take care of the following points.

a) The Vendor must study carefully all the specifications/schedule of work/drawings/additional specifications and site parameters and quote firm rates after accounting all works. No extra claim on any account shall be paid/entertained other than the agreement/quoted rates.

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- b) The work shall be carried out in accordance with the drawings and specifications approved by the Director, Bose Institute, Kolkata. Before commencement of any item of work, the Vendor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Director, Bose Institute, Kolkata before execution of work. The Vendor himself shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information.
- c) The Vendor shall take all safety precautions to avoid accidents by exhibiting caution boards, red flags, red lights and by providing necessary barriers and all other measures required from time to time. The Vendor shall be responsible for all damages and accidents due to negligence on his part.
- d) The Vendor shall give due notices to Municipality, Police and/or other authorities that may be required under the law/rules under force and obtain all requisite permissions/licenses for temporary obstructions/enclosures and pay all charges which may be levied on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
- e) The work will be carried out in close coordination with all other works and other agencies. The Vendor will have to employ adequate labour for carrying out the work. No claim regarding the idle labour for any reason will be entertained by the Institute.
- f) No tools and plants including special T&P etc. shall be supplied by the Institute and the supplier will have to make his own arrangements at his expenses.
- g) All tools, plant and machinery provided by the Vendor shall, when brought at the site, be deemed to be exclusively intended for the installation and commissioning of this work and the Vendor shall not remove the same or any part there of (save for the purpose of moving it from one part of the site to another) without the consent of the Director, Bose Institute, Kolkata.
- h) All materials shall get checked by the Director, Bose Institute, Kolkata or his authorized representative on receipt of the same at site before use.
- i) No foreign exchange shall be made available by the institute for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- j) The Vendor shall carry out his work, so as not to interfere with or hinder the progress or completion of the work being performed by other supplier (s) or by the Director, Bose Institute, Kolkata and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other suppliers, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the entire satisfaction of the Director, Bose Institute, Kolkata.
- k) The main agency will be responsible for all acts of omission and commission of the associate suppliers

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including the changed one(s).

- l) The Vendor shall give the Director, Bose Institute, Kolkata on the 1st day of each month, a progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Director, Bose Institute, Kolkata with the Vendor and shortfalls, if any, sorted out. The Vendor shall thereupon take such action as may be necessary to bring back his work to schedule without any additional cost to the Institute.
- m) Even ISI marked materials shall be subjected to quality test at the discretion of the Director, Bose Institute, Kolkata besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work; the Vendor shall, if required by the Director, Bose Institute, Kolkata, furnish manufacturers test certificates to establish that the material procured by the Vendor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.
- n) The Vendor shall have to engage well experienced skilled labour and deploy modern T&P and other equipments to execute the work.

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ANNEXURE- II

UNDERTAKING

(To be printed on the letter-head of Bidder)

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed Work Order of laboratory furniture items and shall abide by them.
2. I/We also undertake that I/We have understood "All the terms and conditions and Annexure" mentioned in this Tender, and shall conduct the supply and installation of the furniture and equipment strictly as per the terms and conditions".
3. I/We further undertake that the information given in this Tender are true and correct in all respect and we hold the responsibility for the same.
4. I/we shall be responsible for rejection/cancellation of contract if the materials are not found up to the mark or for civil/criminal proceedings if the materials supplied is found substandard. We also undertake to incur the costs necessary for the tests or any other certification required by the Institute to confirm the compliance of the product with the specifications cited in the Notice for Tender.

Date

Name of the Authorized Signatory

Place

Designation:

Contact No:

Signature with Seal

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ANNEXURE- III

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on one hand, the Director, Bose Institute acting through Shri....., Designation of the officer, Bose Institute (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri_____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an autonomous scientific research institute under the administrative control of department of science & technology under Ministry of Science & Technology .

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or their party related to the contract in exchange for an

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advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of

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an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Section Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs.50,00,000.00 as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Bose Institute payable at Kolkata.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument such as NEFT/RTGS.

- 5.2 The Earnest Money shall be valid upto a period of 165 days from the date of opening of technical bid while the performance security deposit should be valid for a period covering the contractual obligations including warranty period plus 60 days.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money /Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

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- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Independent External Monitors appointed by CVC for the tender - Dr. Sanjay Kumar Panda, IAS (Retd.) & Shri Amol Prabhakar Joshi, CES (Retd.)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the

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Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority or BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. All disputes arising out of this Contract will be subjected to Kolkata jurisdiction.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

CHIEF EXECUTIVE OFFICER

Designation

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Witness

Witness

1. _____ 1. _____

2. _____ 2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

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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.

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Quotation No.....

Date :

PROFORMA OF FALL CLAUSE CERTIFICATE

If on any subsequent date after submission of quotation or placing of supply order, the manufacturer (the term manufacturer will also include his authorized distributor / agent) reduces the sale price of such stores or sells such stores to any party at a price lower than the price charged / chargeable against supply order placed by Bose Institute, Kolkata, the manufacturer (including his authorized distributor / agent) as aforesaid in case the quotation is submitted by them and supply / service is also effected by them) will forth-with notify such reduction in sale price to Bose Institute, Kolkata and price payable for the stores to be supplied against the Supply Order after the date of such reduction in sale price coming into force shall be reduced **correspondingly and will be reimbursed to the Institute.**

(Signature & Date of Bidders with Rubber Stamp)

*** This certificate should be uploaded on the letter head of the company / firm / agency*

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ANNEXURE- IV

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 _____ 20 ____.

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:

contd.....

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3. Fails or refuses to execute the Contract Form if required; or
4. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
5. 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.

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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

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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.