



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES

[Funded by the Department of Science & Technology, Government of India]

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Ref. SNB/ENQ/SKP/N2 Gas Generator /16-17/841

26^h October 2016.

Quotation is hereby invited for the following items in two parts (Technical and Commercial Bids) through E-Tender mode available at <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP with <http://newweb.bosre.se.in/InforAnnouncements/Tender.jsp>

Sl. No.	PARTICULARS	Qty.
01.	Nitrogen Gas Generator for Femto Laser System	01 no.

You are requested to visit <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP within www.bose.res.in to participate in the E-Tender.

For participation in E-Tendering process, one time registration is to be made in the Central Public Procurement Portal (CPPP)

Schedule of Dates for e-Tendering :

Sl. No.	Activity	Date & Time
1.	Publication Date	26.10.2016 at 18:00 Hrs
2.	Document Download start date	27.10.2016 at 16:00 Hrs
3.	Bid Submission start date	27.10.2016 at 16:00 Hrs
4.	Bid Submission end date	15.11.2016 at 15:00 Hrs
5.	Last Date of physical submission of EMD	17.11.2016 at 17:00 Hrs
6.	Technical Bid Opening Date	21.11.2016 at 16:00 Hrs

Thanking you,
Yours faithfully,

S. K. Singh
AR (Purchase)

Technical Specification for Nitrogen Gas Generator

Nitrogen Gas Generator

1. Air Dryer timer based operation with high efficiency desiccant adsorber which removes moisture upto ppm level.
2. N₂ purifier to remove O₂ and produce N₂ upto UHP Grade & also removes all other unwanted impurities.
3. SS Tank for Nitrogen Gas with regulator gauge and toggle valve (in-built)
4. Capacity N₂ Gas : 200 ml/min at 5 kg/cm²
5. Purity : 99.99%
6. Oil Free Air Compressor (Bare) In-built 1.00
7. Capacity : P.D. :- 3.9 cfm/FAD-85 LPM, 7 bar, 0.75HP, 230 V AC, 500 Hz, 1 phase, should supply at least 2 GCs.
8. Standard fitting, Miscellaneous & Hardware etc. should be supplied with the unit.

Basic Requirement

- a) The machine should be installed in Kolkata.
- b) User List should be provided in the appropriate place provided.
- c) The Vendor should have Service Centre in Kolkata.

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Specific Terms & Conditions for Fluorescence Microscope:

- The quotation should include an *Earnest money (EMD)* for Rs.5,000.00 (*Rupees Five thousand only*) in the form of Demand Draft in favour of "S. N. Bose National Centre for Basic Sciences", payable at Kolkata. Bid without EMD will not be considered and shall be rejected. *EMD should be submitted along with the Technical Bid.*
- **Attached herewith Annexure-I (check list) and Annexure-II (Tender Terms & Conditions). All should be duly filled, sealed and signed by the bidder and should be submitted. Offer received without any of the relevant information / certificate / document asked as per "Annexure I & II" may not be considered for further evaluation.**
- The Centre reserves the right to accept or reject offer of the tenderer without assigning any reason thereof. The Centre's decision shall be final and binding on the tenderer.

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General Terms & Conditions:

- 1) The tenderer should have high technical, financial reputation with sufficient experience and capable enough for supply, installation & commissioning of similar type of equipment to actual users.
- 2) Against such offers, if statutory requirement demands clearance from concerned Governments the tenderers should confirm in their offer that "Export License" in that respect would be arranged by them at their cost.
- 3) Offers should be complete in all respect indicating therein the unit price(s) including manuals, make, model, duties and taxes, delivery period, gross and net weight of the consignment, terms of payment, together with the descriptive leaflet/catalogue/pamphlet/manufacturer's brochure.
- 4) The offers shall remain valid at least for a period of **90 days. The period starts from the date of closing of tender submission.**
- 5) The Institute shall not be responsible for delay, loss or non-receipt of the EMD through Speed Post/Courier.
- 6) The aforesaid Tender is being issued with no financial commitment and purchaser reserves the right to change / vary any items or items thereof at any stage.
- 7) No tenderer shall be entitled for any compensation what so ever for rejection/non consideration of their tender.
- 8) Invitation of tender does not constitute any right or claim for issue of purchase order to the tenderer.
- 9) If any information furnished by the tenderer is found incorrect or false at a later stage he shall be liable to be debarred from ordering / tendering
- 10) For items originating from abroad 80% payment shall be made by letter of credit and the balance 20% payment will be released after successful completion of installation & commissioning at site.
- 11) For indigenous item, payment will be made after satisfactory installation & commissioning of the equipment / instrument at site.

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INSTRUCTIONS TO BIDDERS for E-tendering

Instructions/ Guidelines for electronic submission of the tenders are mentioned below for assisting the bidders to participate in e-Tendering.

1. Registration of bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <http://eprocure.gov.in/eprocure/app>

2. Digital Signature certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids.

3. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in <http://eprocure.gov.in/eprocure/app> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

a) General process of submission

Bid to be submitted online through the website <http://eprocure.gov.in/eprocure/app>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Bidder needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

5. Technical Bid:

The Technical Bid shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

5.1 The **Statutory Cover** should contain the following documents:

Folder Name	Sn	Document Description
NIT	1	NIT Document
EMD	2	Scanned copy of Earnest Money Deposit (EMD) in the form of Demand Draft in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata.
Item Details along with Terms & conditions	3	Technical details of the offered item in compliance with the specification mentioned in the NIT along with bidders terms & conditions to be furnished on bidders letter head duly sealed and signed.
Annexure	I	Duly filled ANNEXURE-I in the prescribed format with seal & signature
	II	Duly filled ANNEXURE-II in the prescribed format with seal & signature

5.2 **Non-Statutory Cover (My Documents)**

S/n	Category	Sub Category	Sub Category Description
01	Certificate Details	Bidders Address	Bidders Address Format Details
		Income Tax Certificate	Income Tax Certificate Details
		Permanent Account Number	PAN & Trade License Certificate
		Company Registration Certificate	Registration Certificate Details
		Sales Tax/VAT	Sales Tax/VAT Registration Certificate
		Service Tax	Service Tax Registration Certificate
02	Financial Details	Bank details	Bank details of the beneficiary to be mentioned.
03	Miscellaneous	Laboratory Equipment Details	1. Literature/Manual of the offered item. 2. Current Authorization Certificate from the Principal Manufacturer. 3. Name, address, email & ph. no. of users in India should be mentioned specifically in a separate sheet. (Preferably Research institutes)
04	Purchase Orders	Purchase Orders - 01	At least 01 no. Purchase Order (without price) and installation certificate with similar specification of the equipment (Preferably Research institutes.)

6. Submission of original copies of documents of Earnest Money Deposit :

6.1 Place of submission: The original copy of the Demand Draft towards Earnest Money Deposit shall be submitted in the following office:

To
Mr.S. K. Singh, AR (Purchase)
S. N. Bose National Centre for Basic Sciences; Block-JD, Sector-III; Salt Lake;
Kolkata – 700106.

6.2 Time of submission: The original DD of EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the EMD within the due date and time his tender will not be opened and his bid will stand rejected. The tender reference no. should be mentioned on top of the EMD envelope.

7. Opening and evaluation of tender:

7.1 Opening of Technical Bid

- i. Technical Bid will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical Bid for those tenders whose original copies of DD towards EMD have been received will only be opened. Bid corresponding to which original copy of DD of EMD has not been received, will not be opened and will stand rejected.
- iii. Decrypted (transformed into biddable format) documents of the statutory and non-statutory Covers will be downloaded for the purpose of evaluation.

7.2 Techno-commercial Evaluation of Tender

- i) While evaluation, the Tender Inviting Authority or his authorised representative may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii) The list of tenderers, whose bids will be found technically eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

7.3 Opening and evaluation of Financial Bid

- i. Financial Bid of the tenderers declared technically eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and after opening of the Financial Bid the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- iii. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

Annexure – I

CHECKLIST

S/N	PARTICULARS	Yes/No	REMARKS
01	<u>Contents of Technical bid</u> (a) Technical details of the offered item in compliance with specification mentioned in the NIT ⇨ (b) Terms & conditions of the Bidder ⇨ (c) Literature/Manual of the offered item ⇨ (d) Current Authorization Certificate from the Principal Manufacturer ⇨ (e) Name, address, email & ph. no. of users in India. ⇨ Copy of P.O. and installation certificate with the same specification from at least one user (Preferably Research laboratories) ⇨		
02	Delivery charges on F.O.R basis up to S. N. Bose Centre, Kolkata for indigenous items and CIF/CIP charges upto Kolkata airport for imported items with detailed break-up of cost.		
03	All applicable tax (VAT/CST/Sales/Service tax) certificates uploaded		
04	Whether the price quoted is without excise duty, as the centre is fully exempted from payment of excise duty		
05	Copy of Trade License, VAT, PAN, Service Tax Registration no. is uploaded.		
06	Installation charges (if any) should be quoted in the BOQ		
07	Min. 01 year Standard warranty from the date of installation is provided		
08	Validity of Quotation should not be less than 90 days from the date of closing of Tender submission.		
09	Maintenance procedure of the offered item is mentioned.		
10	Contact details of after sales service centre(s) in Kolkata is mentioned.		
11	Bank details of the beneficiary are mentioned.		
12	In case of any defect found after receipt of material or in case of any deviation from the specifications or in case of any operational defect found during the warranty period, any part or the entire material is to be replaced by the supplier at no extra cost to the Centre.		
13	Whether your company has been blacklisted by any Central/State Govt. organization.		

Note: Offer received without any of the relevant information / certificate / document asked in the above sl. nos. 01 to 13 may not be considered. The Centre reserves the right to accept or reject offer of the tenderer. The Centre's decision shall be final and binding on the tenderer.

Seal, Signature of bidder with date

TENDER TERMS & CONDITIONS

1. Earnest Money Deposit (EMD)

- a) Tenderer are requested to submit an Earnest Money Deposit (EMD) in the form of Demand Draft in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata. Bid without EMD will not be considered and shall be rejected. EMD should be enclosed with the technical bid only.
- b) EMD of unsuccessful bidder will be refunded without any interest whatsoever within 30 days after issue of purchase order to the successful bidder. EMD of the successful bidder will be returned without any interest whatsoever after receipt of Performance Guarantee of requisite amount.
- c) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender including extended period if any. Further, if the successful tenderer fails to furnish the required Performance Guarantee within the specified period, its EMD will be forfeited.

2. Performance Guarantee (PG) / Bank Guarantee (BG)

- a) In case Purchase Order is placed in foreign currency, equivalent amount in INR @ 5% of P.O. value is to be submitted through Demand Draft/Bank Guarantee issued by scheduled commercial bank as per model format of the Centre. The Bank Guarantee should be sent by the issuing bank directly to the beneficiary (S.N.B.N.C.B.S.) by registered post with A.D.
- b) In case Purchase Order placed in INR, 5% of P.O. value is to be submitted through the beneficiary bank directly in form of Demand Draft/Bank Guarantee issued by scheduled commercial bank as per model format of the Centre. The Bank Guarantee should be sent by the issuing bank directly to the beneficiary (S.N.B.N.C.B.S.) by registered post with A.D.
- c) The Demand Draft should be in favour of “**S. N. Bose National Centre for Basic Sciences**”, payable at Kolkata. DD/BG will cover the period of warranty/guarantee and will remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/guarantee obligations.
- d) PG/BG will be refunded to the supplier without any interest whatsoever after it duly performs and completes the contract in all respects within 60 days of completion of all such obligations under the contract. In case the time for completion of work gets enlarged, the validity period of performance security will get extended accordingly to cover such enlarged time for completion of work.
- e) PG/BG will be forfeited and credited to the Centre’s account in the event of a breach of contractual obligations by the supplier.

- 3. Delivery & Installation:** The delivery period & installation time should be specifically mentioned.

4. **Compensation for delay:** If the supplier fails to deliver any or all the goods or to perform services like installation, erection, testing, commissioning or other allied works on or before specified time period mentioned in the purchase order or extended date of completion time granted by the Centre if any, he shall, without prejudice to any other right or remedy available under the law to the Centre on account of such breach, pay as agreed compensation the amount calculated at the rate stipulated below:

Compensation for delay of deliver, installation 0.5% of delivered price of delayed goods (or testing, commissioning or other allied works services) for each week or part thereof subject to maximum 10% of contract value.

9. **Arbitration:**

- a) In case of any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Soul Arbitrator to be appointed by the Director of the Centre at the time of dispute.
- b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.
- c) It is a term of the contract that the cost of arbitration will be borne by the parties themselves.
- d) The venue of the arbitration shall be at KOLKATA.
- e) Subject to as aforesaid the provisions of the Arbitrations and Conciliation Act 1996 and any statutory modification or reenactment thereof rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

10. The contract shall be deemed to have been entered at Kolkata and all causes of actions in relation to the contract will, therefore, be deemed to have arisen within the Ordinary Original Jurisdiction of High Court, at Kolkata, and shall be deemed to have taken effect from (date) when the purchase order for the goods was issued to the contractor.

11. **Termination of Contract for Default:**

- (i) The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the time period specified in the contract or any extension thereof granted by the purchaser; or
- (b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchase.
- (ii) In the event the purchaser terminates the contract in whole or in part; the purchaser may take recourse to any one or more of the following action:
- (a) the performance security is to be forfeited;
- (b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of contract.
- (c) however, the supplier shall continue to perform the contract to the extent not terminated.

12) **Termination of Contract for Insolvency:**

If the supplier becomes bankrupt or otherwise insolvent, the purchase may, at any time, terminate the contract, by giving written notice to the supplier, without compensation to the supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

13) **Force Majeure:**

(i) For the purpose of this clause, Force Majeure means an event or situation beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

(ii) If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

(iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussion on either side.

14) **Extension of Time:**

(i) The supplier shall deliver the goods and complete performance of service on or before specified time period mentioned in purchase order.

(ii) If, at any time during the contract period, supplier encounters situation impending timely delivery of goods and timely completion of service, it will promptly notify the purchaser in writing of the fact of delay, its likely duration and its cause. After receipt of supplier's notice, the purchaser will evaluate the situation and may, at its discretion, extend time for completion of work with or without penalty as per clause 9. If the purchaser agrees to extend time for delivery of goods or time for performance of service, the same may be done by issue of amendment letter with suitable amendment of the contract.

(iii) Other than situation mentioned in clause 14 and clause 15 (ii), clause 9 will be imposed for delay in delivery of goods or for delay in completion of service.

15) Centre reserves the right to reject any or all bids without assigning any reason thereof.

Please submit this with tender document duly sealed and signed as an acceptance of the above mentioned terms & conditions.

Seal, Signature of bidder with date