



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES

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

BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700 098

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Ref. SNB/ENQ/SKP/Freezer/17-18/ 441(WP)

11th July' 2017

Dear Sir(s),

Sealed quotations are hereby invited for the following items in two parts (Technical and Commercial bids). One large envelope containing two smaller envelopes containing Part A: Technical Bid and Part B: Commercial Bid need to be submitted separately – Two smaller envelopes should be super-scribed "**Technical Bid**"/"**Commercial Bid**" as the case may be.

Sl. No.	PARTICULARS	Qty.
01.	Fully Microprocessor Controlled Ultralow Temperature Freezer (See reverse for detailed technical specification) With buy back option of old existing Ultralow Temperature Freezer (Make: Remi; Model no. UDF – 85.) Note: Quotation without buy back option will not be accepted in any circumstances. Vendors are requested to visit site for checking the old freezer before quoting.)	01 no.
<p>Note: Attached herewith Annexure-I (check list) and Annexure-II (Tender Terms & Conditions).</p> <p>❖ Annexure I ⇒ is to be duly filled in by the bidder and should be submitted with the Technical Bid only. Offer received without any of the relevant information / certificate / document asked as per Annexure-I from sl. no.01 to 13, may not be considered for further evaluation. ❖ Annexure II ⇒ should also be submitted with the technical bid duly sealed and signed as an acceptance of all tender terms & conditions mentioned therein.</p> <p>Technical bid should contain complete technical information literature/working manual of the quoted item; authorization certificate of the manufacturer and a compliance statement for the offered item against required technical specification. Price Bid - In case of imported item CIP/CIF Kolkata airport price should be mentioned and for indigenous item FOR basis up to S. N. Bose National Centre for Basic Sciences, Kolkata may be quoted.</p>		

Note:

- 1) Quotation in Foreign Currency, should be CIF/CIP Kolkata Airport basis and Quotation in INR, should F.O.R upto S.N. Bose National Centre for Basic Sciences, Kolkata need to be mentioned.
- 2) Quotation validity should not be less than 90 days from the date of closing of Tender submission.
- 3) Minimum one (1) year standard onsite replacement warranty is to be provided. Additional warranty should be mentioned separately. AMC rate may be quoted separately after expiry of warranty period.
- 4) Our Payment term is subject to after delivery and satisfactory installation.
- 5) Delivery period should be mentioned in the quotation.
- 6) Our ref. no. should be mentioned on top of the quotation envelope.
- 7) Quotation for the above item should reach this office on or before **25th July' 2017.**

Thanking you,
Yours faithfully,

S. K. Singh
AR (Purchase)

Technical Specification for Fully Microprocessor Controlled Ultralow Temperature Freezer

(Operated On: 220V/50 Hz. 1ph)

It is an upright type double door freezer to minimize the cold air loss when taking out samples. As samples which are used frequently are kept in the upper chamber and samples which need a long-term preservation are kept in the lower chamber, it affects the temperature of other samples less.

CONTROL SYSTEM:

- Micro processor control system /Digital temperature indicator which adjust the temperature by 0.1°C
- Functions for setting double passwords to prevent access or control except administrators
- Data locking function

ALARM SYSTEM AND SAFETY DEVICES:

- Alarm for filter cleaning period (Warm Condenser alarm)
- Alarm for high/low temperature of sight and auditory
- Equipped with pressure switch
- Equipped with overheating prevention switch
- Auto return system after blackout
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SPECIFICATIONS:

- Capacity : 347 Lit
- Temperature range : – 86°C
- External size : W860 x D800 x H1951
- Internal size : W600 x D520 x H1200
- Weight : 370kg

ADDITIONAL REQUIREMENTS:

- The bidder should have after sales service centre in Kolkata. The details of the same should be provided in the offer.
- The bidder should submit documentary evidence regarding supply of similar item to a research / educational institute in India, preferably Kolkata.

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Specific Terms & Conditions for Microprocessor Controlled Ultralow Temperature Freezer:

- The quotation should include an *Earnest money (EMD)* for Rs.10,000.00(*Rupees Ten 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 in by the bidder and should be submitted with the Technical Bid of. 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 . The Centre’s decision shall be final and binding on the tenderer. Attached documents should be duly marked.

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General Terms & Conditions:

- 1) The bid should be submitted in two bid system each of which is to be submitted in separate envelope. One envelope should contain “Technical Bid” i.e., technical specifications, terms and condition, terms of payment except price and another envelope should contain “Price Bid” i.e., price of the quoted item. Both the envelopes should be separately sealed and kept in another large envelope which should be marked with tender reference number, name of the equipment and tender opening date. Separate bid should be submitted for each of the items. Combined bids will not be entertained.
- 2) 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. Documentary evidence should be submitted in this respect.
- 3) 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.
- 4) 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.
- 5) The offers shall remain valid at least for a period of **90 days. The period starts from the date of closing of tender submission.**
- 6) The Institute shall not be responsible for delay, loss or non-receipt of the tender through post/Air Mail
- 7) 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.
- 8) No tenderer shall be entitled for any compensation what so ever for rejection/non consideration of their tender.
- 9) Invitation of tender does not constitute any right or claim for issue of purchase order to the tenderer.
- 10) 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
- 11) 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.
- 12) For indigenous item, payment will be made after satisfactory installation & commissioning of the equipment / instrument at site.

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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 Tender Document ⇨ (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 / Basic Customs Duty against DSIR certificate, as the centre is fully exempted from payment of excise duty and partly exempted from payment of Customs duty.		
05	Copy of Trade License, VAT, PAN, Service Tax Registration no. is uploaded.		
06	Installation charges (if any) should be quoted in the Price Bid		
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. **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.
5. 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.

6. **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.

7) **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.

8) **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.

9) 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

