

# **S. N. Bose National Centre for Basic Sciences**

**Block JD, Sector III, Salt Lake, Kolkata – 700098**

(An Autonomous National Centre under Department of Science & Technology, Government of India)

Tender No.SNB/PUR/OT/31/032

Date: 01.04.2015

## **OPEN TENDER**

Sealed tender in two parts (separate technical bid and price bid) are invited in the name of Director, S. N. Bose National Centre for Basic Sciences from reputed equipment vendors for **Stopped Flow Instrument**. The detailed technical specifications and terms & conditions can be obtained from the website: <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>. The sealed tenders must reach this office within 30.04.2015.

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*Registrar*

Abridged version of the tender published on in the following newspaper editions:

- 1.) **Times Of India**, Kolkata editions on 01<sup>st</sup> April, 2015 (Wednesday)
- 2.) **Sanmarg**, Kolkata editions on 01<sup>st</sup> April, 2015 (Wednesday)

**Last date of submission of Tender is on 30<sup>th</sup> April' 2015 (Thursday).**

**S. N. Bose National Centre for Basic Sciences**  
**Block JD, Sector III, Salt Lake, Kolkata – 700098**  
(An Autonomous National Centre under Department of Science & Technology, Government of India)

**NOTICE INVITING TENDER**

Tender No.SNB/PUR/OT/31/032

Dated: 01/04/2015

Sealed tenders are invited for the equipment as per the details enclosed from the reputed, established and competent manufacturers / suppliers in two bids – technical and financial. The details of tender documents are as follows:-

1.	<i>Name of office inviting tender</i>	S.N. Bose National Centre for Basic Sciences Block JD, Sector III, Salt Lake, Kolkata – 700098
2.	<i>Name of equipments</i>	<b>Stopped Flow Instrument</b>
3.	<i>Specifications of the equipments</i>	Can be obtained / downloaded from our website address: www.bose.res.in
4.	<i>Separate bid for Part-A: Technical and Part-B: Commercial</i>	One large envelope having two smaller envelopes containing separately – Part-A: Technical bid and Part-B: Commercial bid need to be submitted. Tender ref. no. and item name should be mentioned on top of the large envelope. Two smaller envelopes should be superscribed Technical bid / Commercial bid as the case may be.
5.	<i>Submission of Tender</i>	The tender documents duly filled in arranged and sealed in aforesaid manner should be sent to: The Director, at the address given under above so as to reach this office within <b>30.04.2015</b> . The envelope should be superscribed “Tender for Item Name..... Against Advt. No..... dtd:.....” The commercial bid of only technical qualified tenders will be opened.
6.	<i>Opening of Commercial bid</i>	The Commercial bid will be opened in the presence of Tenderers / their representatives. The tenderer who will qualify for above will be notified in due course after technical selection.
7.	<i>Documents to be attached along with the tender</i>	A list showing names and address of the National Research Institutes / Universities / Centre of Higher Learning around the world to whom similar equipments have been sold mentioning Model number and year of manufacture / supply, including those sold in India.

This Centre will not be responsible for postal or any other delay and the **Authority of the Centre reserves the right to accept or reject any or all tenders without assigning any reason.** Tenders / offers sent by fax / email will not be entertained and would be rejected.

Registrar

S.N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES

### **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 “techno commercial bid” i.e., technical specifications, terms and condition, terms of payment except price and another envelope should contain 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 Open 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) Only Price Bids will be opened in presence of the technically qualified bidders or their authorized representative who choose to attend on the date and time informed to them after opening of technical bids and its evaluation.
- 11) The Centre will not be responsible for any misprinting by the news papers concerned and inaccessibility of the downloading facility for any reason whatsoever and in that case the tenderer(s) should contact to the tendering authority to verify the fact in case of confusion.
- 12) 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
- 13) 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.
- 14) For indigenous item, payment will be made after satisfactory installation & commissioning of the equipment / instrument at site.

### **Technical specification for Stopped Flow Instrument.**

Drive mechanism :	2 independant stepping motors
Number of syringes :	2
Precision of stepping motors:	10.0±0.5 nl per step or better
Mixer type:	berger ball (×1)
Syringes:	Must be made in peek (Glass syringes are not acceptable)
Syringes size :	10mL as a standard. (Other small volumes should be available in option)
Priming volume :	80-100 µL
Mixing ratio :	1:1 to 1:100 (more options could be provided)
Minimum injection volume :	10-25 µL or better
Cuvette :	light path of 0.75 mm and 1.5 mm (more options could be provided)
Temparture control :	-20°C to 80°C (or better)

**Essential:** Synchronization of the stopped flow must be made with external device, Jasco-J815 CD Spectrometer (*necessary supporting documents in support of this should be provided with the tender documents*).

**Possible upgradation:** The stopped flow equipment must be versatile with the possibility to convert it to a titration module, quench flow instrument, cryo stopped flow, or with a umbilical link to deport the mixed solution. Stopped flow instrument must be able to be coupled with a FT-IR instrument through an umbilical link.

**Software:** PC and software package for measurement and data analysis. The software must be user friendly, compatible to the equipment. Coupling: The instrument must be able to be coupled with external gadgets e.g. fluorimeter, CD spectrometer etc. and detection msut be assured by the software driving the stoppe flow.

#### **Following should also be a part of the technical specification:**

- ◆ Warranty: 3 years.
- ◆ Vendor will specify maintenance procedure and after sales service.
- ◆ Provide list of users in Indian Research Laboratories.
- ◆ Instruction/working manual included.
- ◆ Installation is to be carried out by the OEM/Supplier of the instrument

Specific Terms & Conditions for Stopped Flow Instrument:

- Tenderer shall give all Technical details, Specifications and other relevant/additional details, if any, for the above.
- The quotation should include an Earnest money (EMD) for Rs.50,000/- (Rupees Fifty 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 alongwith the Technical Bid.
- EMD of unsuccessful bidder will be refunded without interest after opening of the Commercial bids of the technically qualified vendors. EMD of successful bidder will be returned after successful installation & commissioning of the system without interest.
- 05% certified value of the bill will be retained as Performance Guarantee till expiry of warranty period.
- The Performance Guarantee will be refunded without interest subject to satisfactory rectification/replacement of any defect arising within the warranty period duly certified by the concerned department.
- **Attached herewith “Annexure-I (Compliance Statement), Annexure-II (check list) and Annexure-III (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 and III” may not be considered for further evaluation.**
- 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. Attached documents should be duly marked.

Note: Attached herewith “Annexure-I (Compliance Statement), Annexure-II (check list) and Annexure-III (Tender Terms & Conditions).

❖ **Annexure I** ⇒ Scope of Work ❖ **Annexure II** ⇒ 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 18, may not be considered for further evaluation. ❖ **Annexure III** ⇒ should also be submitted with the technical bid duly sealed and signed as an acceptance of all tender terms & conditions mentioned therein. ❖ 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. Attached documents should be duly marked.

**Technical bid** ⇒ should contain complete technical information literature/working manual of the quoted item, & authorization certificate of the manufacturer. **Price Bid** ⇒ In case of imported item CIF/CIP Kolkata airport price should be mentioned and for indigenous item FOR price up to S. N. Bose Centre should be quoted.



**SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES**  
**[Funded by the Department of Science & Technology, Government of India]**  
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 FAX: +91-(0) 33-2335 3477/1364  
 EMAIL: santosh@bose.res.in

Requirement	Compliance	Supportive documents/ data sheet provided
Drive mechanism : 2 independant stepping motors		
Number of syringes : 2		
Precision of stepping motors: 10.0±0.5 nl per step		
Mixer type: berger ball (×1)		
Syringes: Must be made in peek (Glass syringes are not acceptable)		
Syringes size :10mL as a standard. Other small volumes should be available in option)		
Priming volume : 80-100 µL		
Mixing ratio : 1:1 to 1:100		
Minimum injection volume : 10-25 µL.		
Cuvette supplied as astandard: light path of 0.75 mm and 1.5 mm		
Temparture control : -20°C to 80°C		
Synchronization of the stopped flow must be made with external device, Jasco J815 CD Spectrometer		
PC and software package for measurement and data analysis. The software must be user friendly, compatible to the equipment. Coupling: The instrument must be able to be coupled with external gadgets e.g. fluorimeter, CD spectrometer etc. and detection msut be assured by the software driving the stoppe flow.		
The stopped flow equipment must be versatile with the possibility to convert it to a titration module, quench flow instrument, cryo stopped flow, or with a umbilical link to deport the mixed solution. Stopped flow instrument must be able to be coupled with a FT-IR instrument through an umbilical link.		

**Following should also be a part of the technical specification:**

- ◆ OEM Authorization
- ◆ Warranty: 3 years onsite comprehensive replacement warranty from the date of installation and commissioning.
- ◆ Vendor will specify maintenance procedure and after sales service.
- ◆ Provide list of users in Indian Research Laboratories.
- ◆ Instruction/working manual included.
- ◆ Installation is to be carried out by the OEM/Supplier of the instrument

☞ 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

## Annexure II

- The following form should be submitted with the technical bid duly filled and signed.
- **Relevant documents must be enclosed with the technical bid as per Sl. no. 01 to 18.**

S/N	PARTICULARS	Yes/No	REMARKS
01	Technical bid & Price bid duly sealed & signed enclosed in separate envelopes as instructed.		
02	<u>Contents of Technical bid</u> (a) Technical details as per specification enclosed with technical bid ⇒ (b) Technical Compliance Statement (as per Annexure – I) to be furnished and any deviation should mentioned specifically in a separate sheet. ⇒ (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. ⇒ (Preferably Research laboratories) (f) Copy of P.O. and installation certificate with the same specification from at least one user ⇒		
03	Delivery charges on F.O.R basis up to S. N. Bose Centre, Kolkata for indigenous items with detailed break-up of cost		
04	All applicable tax (VAT/CST/Sales/Service tax) should be mentioned		
05	Whether the price quoted is without excise duty, as the centre is fully exempted from payment of excise duty		
06	Copy of Trade License, VAT, PAN, Service Tax Registration no. enclosed with the technical bid.		
07	Installation charges included (if any) to be mentioned		
08	03 years Standard warranty from the date of installation to be mentioned		
09	Payment after installation of material at site		
10	Payment mode should be mentioned		
11	Delivery/installation time from the date of PO to be mentioned		
12	Enquiry no. should be mentioned on top of all quotation envelopes		
13	Validity of Quotation should not be less than 90 days from the date of submission		
14	Maintenance procedure of the offered item to be mentioned		
15	Contact details of after sales service centres in Kolkata to be mentioned		
16	Bank details of the beneficiary to be mentioned		
17	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.		
18	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 18 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. Attached documents should be duly marked.

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Seal, Signature of bidder with date



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### TENDER TERMS & CONDITIONS

#### 1. Earnest Money Deposit (EMD):

- a) Tenderers are required 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 5% of Purchase Order Value
- 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):

- a) PG is to be submitted in the form of Demand Draft in favour of "S. N. Bose National Centre for Basic Sciences", payable at Kolkata within 21 days from the date of issue of purchase order. PG 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.
- b) PG 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 PG will get extended accordingly to cover such enlarged time for completion of work.
- c) PG will be forfeited and credited to the Centre's account in the event of any breach of contractual obligations by the supplier or failure in supply of material.

3. Delivery & Installation: The whole work should be completed within the time limit mentioned in the P.O. Thereafter LD clause for both delay in delivery of material and delay in installation and commissioning of work will be applicable.

#### 4. LD Clause:

- a) 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:
- b) LD Clause for delay of delivery, installation, testing, commissioning or other allied works will be as follows:-  
 0.5% of delivered price of delayed goods (or services) for each week or part thereof subject to maximum 10% of contract value.





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### TENDER TERMS & CONDITIONS

#### 5. 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 Sole 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.
6. 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.

#### 7. 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.

#### 8. 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.



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### TENDER TERMS & CONDITIONS

#### 9. Force Majeure Clause:

- 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.

#### 10. 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 9, clause 10 (ii) and clause 4 will be imposed for delay in delivery of goods or for delay in completion of service.

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

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*Seal, Signature of bidder with date*