



बसु बिज्ञान मन्दिर
BOSE INSTITUTE

Unified Academic Campus, Block EN, Sector V Kolkata – 700091
Ref : BI-K/E-TEND/03/2021-22



बसु बिज्ञान मन्दिर

BOSE INSTITUTE

Unified Academic Campus, Block EN, Sector V Kolkata – 700091
West Bengal, India

*(An autonomous Institute under Department of Science and Technology,
Ministry of Science & Technology, Govt. of India)*

BIDDING DOCUMENTS

EMPANELMENT OF MANUFACTURERS/AUTHORISED VENDORS FOR
ANNUAL RATE CONTRACT FOR SUPPLY OF LABORATORY
GASES TO BE USED IN VARIOUS RESEARCH INSTRUMENTS

For Tender Notice No.
BI-K/E-TEND/03/2021-22

To be addressed to:

Registrar (Officiating)

Bose Institute, Unified Academic Campus,
Block EN, Sector V Kolkata - 700091
(INDIA)

bipurchase@icbose.ac.in/registrar_office@icbose.ac.in



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SECTION 1 – INVITATION FOR BIDS

Sl. No.	Name of the item
1	Annual Rate Contract of supplies of laboratory gases to be used in various research instruments

Tender inviting authority : Registrar (Officiating), Bose Institute, Kolkata
Earnest money deposit : Nil
Validity : 120 days from the opening date of Technical bid

Sl. No.	Particulars	Date & Time
1.	Date of uploading of NIT & other documents (Online) (Publishing date)	28-9-2021
2.	Documents download start date (Online)	28-9-2021 at 18:00 hrs.
3.	Clarification Start date Queries to be sent to the mail id bipurchase@jcbose.ac.in)	28-9-2021 at 18:30 hrs.
4.	Clarification End date	05-10-2021 at 17:00 hrs.
5.	Pre-bid meeting at Purchase Section, UAC Campus	07-10-2021 at 12:00 noon
6	Amendment (if any) (On line)	22-10-2021 at 18:00 hrs.
7	Bid submission start date (On line)	25-10-2021 at 17:00 hrs.
8	Documents download end date (Online)	02-11-2021 at 17:00 hrs.
9	Bid Submission closing (On line)	02-11-2021 at 17:00 hrs.
10	Bid opening date for Technical Proposals (Online)	04-11-2021 at 13:00 hrs.
11	Date of uploading list for Technically Qualified Bidder (online)	To be notified later
12	Date for opening of Financial Proposal (Online)	To be notified later



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The Specifications of the different gases required and their corresponding quantities are as follows (notably, the total quantity required for a given item should be supplied in staggered instalments of cylinders mutually agreed upon).

- 1) Nitrogen - 110 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade, N₂.
- 2) Anaerobic (anoxic) gas - 14 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade, N₂:CO₂:H = 80:10:10 (v/v/v).
- 3) Oxygen - 6 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade, O₂.
- 4) Carbon dioxide - 10 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade, CO₂.
- 5) Hydrogen - 2 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade, H₂.
- 6) Argon - 2 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade, Ar.
- 7) Premix Argon: CO₂ = 70:30 - 2 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade.
- 8) Premix Argon: CO₂ = 90:10 - 1 cylinders, each containing 7.00 m³ of 99.999% pure, UHP Grade.
- 9) Liquid Nitrogen – 8580 Liter in a year (165 liter per week)
- 10) Liquid Helium – 600 Liter in a year

For Darjeeling Campus [The bidder should quote inclusive of all charges for delivering the material to Darjeeling Campus, at Lal Kothi Road, Limbugaon, Darjeeling, West Bengal 734102]

1. Methane 5%+Balance Helium (2 Cylinders of 10 liters capacity for one year)
2. Oxygen 10% + balance Helium (1 cylinder of 47 liters capacity for one year)
3. Helium gas purity 99.999% (1 cylinder of 47 liters capacity for one year)
4. CO₂ gas purity 99.999% (1 cylinder of 10 liters for one year)



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SECTION -2

ELIGIBILITY CRITERIA

1	The Bidder should have existence as a firm for supply of similar items for a minimum period of five years - (Certificate of Incorporation/Registration Certificate of the firms)(Copy to be enclosed).
2	Attested copy of deed of partnership, if the firm is a partnership concern/ Memorandum and Articles of Association duly certified in case of Company/Certification from Registrar of Companies (Copy to be enclosed).
3	If bidder is Local dealer/distributor/stockiest, it is mandatory to attach Authorization Certificate along with bid (Copy to be enclosed).
4	Copy of the PAN CARD of the firm. (Copy to be enclosed)
5	It is mandatory for bidders to have GST registration no. and should submit duly filled Bidders Information along with the Tender.(Annexure-1).
6	The Bidders must not be blacklisted/Suspended or any service-related dispute with any Govt. Organizations / Semi Govt org in India. (declaration to be given as per Annexure-2).
7	The Bidders should have minimum Annual Business Turnover of 25 Lakh for the past three Financial years i.e. 2017-18, 2018-19& 2019-20. Annexure 3(Copy of Audited Annual Accounts for the last three years to be submitted).
8	The Bidders should have filed ITR for the A.Y. 2018-19, A.Y. 2019-20 & A.Y. 2020-2021. Annexure-3 (Copy of field acknowledgments to be submitted).
9	The bidders should have supplying gases as mentioned above in the govt organization/Autonomous bodies. At least three rate contract copy / copy of work orders of at least amounting to Rs. 5 (Rupees Five Lakh) during last five year supplying similar items in the govt research institutes/Autonomous bodies and work completion certificate for the same should also be enclosed. Details is to be mentioned in Annexure-4 (Client experience details). The Bidder should have 3 or more running Rate Contracts with any CSIR Labs / ICMR Labs / ICAR Labs / IIT Labs / NIT Labs / Central Universities / DRDO /CFTI/ Govt. Organization/Autonomous Bodies in the past three years for the similar items. Copies of such rate contracts must be enclosed with the Offer.
10	The bidder should submit Undertaking as per Annexure 5.
11	Bids will be accepted only from manufacturers of gases . If they are not in a position to quote, they may authorize only one exclusive agent who may quote along with authorization. The authorization certificate format should be enclosed failing which the quotation will be summarily rejected
12	If more than one authorized agent quote on behalf of one OEM, the agent giving the highest percentage of discount will be empanelled. The other agents will be considered only if they match with the highest quoted percentage of discount. It will be the sole discretion of the Institute to enlist more than one authorised agents or not, if required.
13	Any agent quoting on behalf of multiple OEM's will not be accepted and will lead to disqualification of the agent from the bidding process.



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The bidder must fill the table for evaluation purpose of eligibility criteria ::

S.N.	Eligibility criteria	Submitted or not (write yes or no)	Name of the folder and page marking
1	The Bidder should have existence of firm for a minimum period of five years – (Certificate of Incorporation / Registration Certificate of the firms		
2	Attested copy of deed of partnership, if the firm is a partnership concern / Memorandum and Articles of Association /certification of company registration duly certified in case of Company		
3	If bidder is Local dealer / distributor / stockiest, it is mandatory to attach Authorization Certificate along with bid from the OEM.		
4	Copy of the PAN CARD of the firm		
5	GST registration no		
6	Non-blacklisted/Suspended declaration		
7	Annual Business Turnover of minimum 25 Lakh for the past three Financial years i.e. 2017-18, 2018-19& 2019-20		
8	ITR for the A.Y. 2018-19, A.Y. 2019-20 & A.Y. 2020-2021		
9	Submission of supplying gases in the govt organization/Autonomous bodies.		
	At least three rate contract copy / copy of works orders of at least amounting to Rs. 5 lakhs/- (Rupees Five Lakh) during last five year supplying similar items in the govt research institutes/Autonomous bodies		
	Work completion certificate for the same should also be enclosed.		
	The Bidder should have 3 or more running Rate Contracts with the CSIR Labs / ICMR Labs / ICAR Labs / IIT Labs/NIT Labs / Central Universities / DRDO /CFTI/ Govt. Organization/Autonomous Bodies in the past three years for the similar items		
10	Undertaking		



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SECTION 3 – INSTRUCTIONS TO BIDDERS

Amendment of Bidding Documents :	
i.	At any time prior to the deadline for submission of bids, Bose Institute may, for any reason, whether on its own initiative or in response to pre-bid resolution (if approved by the competent authority of the Institute) may modify the bid document.
ii.	All prospective BIDDERS who have downloaded the bidding document may visit Bose Institute website and CPP website for amendments / modifications which will be binding on them.
Bid Opening Process: As per CPP schedule	
Financial bids of only those bidders, whose bids are found technically qualified, by the Evaluation Committee, will be opened	
Cancellation of tender:	
Notwithstanding anything specified in this tender document , Bose Institute in its sole discretion, unconditionally, reserves the rights:	
a.	To accept OR reject any bid or all the tenders.
b.	To accept any bid in full or in part.
c.	To reject the bid offers not confirming to the tender terms.
<i>If the quality of product and service provided is not found satisfactory, Bose Institute reserves the right to cancel or amend the contract awarded to any vendor.</i>	
Validity of the offer : 120 Days from the date of opening of the Technical bid.	
The Rate Contract will be valid for a minimum period of one year. The Prices offered shall be valid for one year from date of award of Contract, and the agency / firm has to supply the gases with same discount rate throughout contract period irrespective of change of price schedules. There will be no additional charges for Delivery. The Delivery will be FOR on Free of Cost basis. The companies which cannot provide validity of rates for One Year and price list need not to apply. The period of rate contract will be for one year. However, in special case the Institute reserves the right to extend or curtail the period of Rate Contract.	
There shall be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications and regulations. However, the Bidder will pass on the advantage to the Institute, in case of downward price movement during the Contract period.	



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Transfer and subletting:

The bidder shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part as per eligible thereof, either directly or indirectly.

Financial Evaluation:

The financial bid shall be opened of only those bidders who have been found to be technically eligible as per eligibility criteria. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid, to the technically qualified bidders



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SECTION 4 : TERMS & CONDITIONS OF CONTRACT

1	Award of Contract:	
	i	A panel of Manufacturers/authorised vendors will be prepared for rate contract.
	ii	The Empanelled suppliers will be abiding by all the Terms & Conditions of the Tender Document.
	iii	The qualified suppliers will be empanelled initially for the period of one year and may be extended further for a maximum period of one year at the same price and terms and conditions , if their performance found satisfactory, as deemed fit by the Institute.
	iv	Purchase Orders will be placed from various department/sections/ divisions and centers with reference to the contract.
	v	The Rate contract will be terminated, in case there is loss or damage to the equipment or for unsatisfactory service by the vendor then such losses will be adjusted from as penalty amount will be deducted from the Security Deposits.
	vi	If the quality of product and service provided is not found satisfactory, Bose Institute reserves the right to cancel or amend the contract. The Institute may remove or add any suppliers during the contract with prior notice of one month.
	vii	Bose Institute reserves right to keep number of firms in Rate contract for similar items during the period of Rate Contract with one or two parties.
	viii	All the discounts are to be quoted against the catalogue price.
2	Prices:	
	i	Percentage discount MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT TO BE SUBMITTED ONLINE.
	ii	If the quantum of discount is not quoted in Price Bid Form provided in tender document then, Bose Institute will reject the bid. If supplier wish to give pricing details, the same may be uploaded in separate sheet.
	iii	The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
	iv	GST Will be as applicable. The Institute is registered with Department of Scientific and Industrial Research and our present registration no is 11/106/1988-TU-V dated 01st April 2021. <u>It is to be noted that Institute will provide certificate to the vendor for GST exemption but no certificates will be provided for customs duty exemption for procurement of any material under rate contract.</u>



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3	Terms of payment:
	Payment will be made within normal courses promptly after delivery and acceptance Certificate of concerned Department / Section/ Divisions. No Advance payment will be made for the supplies. No Bill for part payment will be entertained. No payment will be made for unsatisfactory supply
4	Delivery schedule:
i	Free delivery at Bose Institute.
ii	Non-availability of the stock should be informed in writing immediately. No part-supply will be allowed, except in genuine cases, on written request only.
iii	Defective items or items not as per given brands or samples, if any supplied must be taken back and be replaced with no additional cost.
5	Bid Security Declaration & SECURITY DEPOSIT
	As per Govt. Circular (OM no No. F.9/4/2020-PPD dated 12 Nov 2020, Department of Expenditure, Ministry of Finance) The bidders have to sign "Bid Security Declaration" in their letter head accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents." <i>The bidders who will be empanelled with Bose Institute has to submit a security deposit of Rs. 1.00 lakh within 10 days of issuance of formal work order, without which their rate contract would not be considered as valid. The tenure of the security deposit should cover the entire period of rate contract plus sixty days.</i>
6	Penalty / Liquidated damages:
i	Timely delivery is essence of the contract and hence if any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
ii	Bose Institute reserves the right to cancel the order in case the delay is more than 8 weeks. Penalties if any will be recovered by forfeiting security deposit at vendor's cost and risks.



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7	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. <u>Resolution of Disputes</u> All disputes arising out and related to this contract will initially be settled amicably by the Institute and the aggrieved vendor by mediation or conciliation. If not , the disputes shall be referred to arbitration and the single arbitrator to be appointed , acceptable to both the parties. The seat of arbitration will be Kolkata. The Governing language for the arbitration will be English only and provisions of the Indian Arbitration ACT 1996 and amendments thereto shall apply for arbitration. The venue of arbitration will be decided on mutual agreement between the two parties
8	Legal matter: All matters should be subjected to the jurisdiction of Kolkata Courts only.
9	APPOINTMENT OF LOCAL DEALER/STOCKIST:
i	The Manufacturers (OEMs) / principals offering the Tender may furnish the name and address of their local distributor / dealers, so that the copies can be endorsed them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principle, the bill raised by them against purchase order will be accepted.
ii	Any addition and deletion of dealership/ distributorship shall be intimated to the Institute immediately on authorization of new party. In normal circumstances no addition/deletion of authorized vendor during the tenure of contract will be entertained.



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10	GENERAL:	
	<u>i</u>	Bose Institute reserves the right to enter into parallel Rate contract for similar items any time during the period of Rate Contract with one or more parties.
	<u>ii</u>	The Rate Contract can be terminated at any time WITH one months notice by either party.
	<u>iii</u>	The stores so supplied will have to be of high quality & grade and in the event if chemicals are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in Bose Institute.
	<u>iv</u>	Mere submission of proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of Bose Institute shall be final and binding on the parties.
	<u>v</u>	Enlistment under Rate contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.
Bose Institute does not guarantee or assure of any quantum of business during the contract period. The order will be issued only if the requirement of such items arise in the Institute.		



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SECTION - 5 : ANNEXURES

ANNEXURE 1: BIDDER'S INFORMATION
(On Company Letterhead)

Details of the bidder :	
1	Name of the bidder
2	Registered Office Address of the bidder
3	Details of the Incorporation /Shop Establishment
4	License of the company
5	Company Registration No.
6	Valid GST Registration No.
7	Permanent Account No. (PAN)
8	Name & Designation of the Contact person to whom all references shall be made regarding this tender
9	Address for Communication
10	Email Address of the contact person
11	Telephone No. (with STD Code)
12	Fax No. (with STD Code)
13	Type of Bidder: (Tick the relevant)
	a) Manufacturer
	b) Stockiest /authorised vendor
14	Name & Address of the Local Authorized Dealer/Distributors / Stockiest (if applicable):
	a) Permanent Account No. (PAN) (copy to be enclosed)
	b) Valid GST Registration No. (copy to be enclosed)



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ANNEXURE 2: DECLARATION
(On Company Letterhead)

Date

To
Registrar (Officiating)
Bose Institute
Kolkata – 700 091.

Sir,

**Sub : Annual Rate Contract of supplies of laboratory gases
to be used in various research instruments**

We have carefully gone through the Terms & Conditions contained in the above referred Tender. we hereby declare that our company / firm is not currently debarred / black listed/convicted by any Government / Semi Government Organizations / Institutions in India..

We declare the following(in case blacklisted)

S.N.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government / Semi Government Organisations / Institutions	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/for the same)

Yours faithfully,

Signature of the bidder

Company Name

Designation

Seal

Business address



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ANNEXURE - 3 : DECLARATION OF THE INCOME TAX RETURN
(On Company Letterhead)

To
Registrar (Officiating)
Bose Institute
Kolkata – 700 091.

Date

Sir,

**Sub : Annual Rate Contract of supplies of laboratory gases
to be used in various research instruments**

We hereby declare our firm's Annual Turnover and we have also enclosed an Audited Accounts for your references:

F. Y. 2017 – 18	F. Y. 2018 – 19	F. Y. 2019 – 20

And,

We hereby declare that, our firm had filed Income Tax Returns for A.Y. 2017-18 & 2018-19 and 2019-20. (Enclosed copy of ITR).

Yours faithfully,

Signature of the bidder

Company Name

Designation



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ANNEXURE 4: EXPERIENCE DETAILS
(On Company Letterhead)

Date

To
Registrar (Officiating)
Bose Institute
Kolkata – 700 091.

Sir,

**Sub : Annual Rate Contract of supplies of laboratory gases
to be used in various research instruments**

Order Placed by (full address of client)	Order No. & date	Item Description	Value of the work order / rate contract	Date of completion of contract	Contact Person along with Telephone No., Fax No. and e-mail address

Yours faithfully,

Signature of the bidder

Company Name

Designation



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ANNEXURE 5 : UNDERTAKING
(On Company Letterhead)

We hereby declare that all the particulars given in this tender are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked by Bose Institute. We understand that information provided by us will serve the criteria for enlistment of ANNUAL RATE CONTRACT and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled and all our claims may be forfeited by the Bose Institute. We have read and understood all the terms and conditions of Tender and we fully agree to it.

We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of Bose Institute. We also undertake that all the terms and such as Product Range, Price, Discount, Delivery/other charges, Terms of payment and also the name/s of the Dealer/ Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will Promptly change our distributor/supplier if a request/complaint is received from your end with regard to this effect due to any reason.

Yours faithfully,

Signature of the bidder

Name

Designation

Company name

Seal

Rubber stamp

Business address :



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DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS

To,

Date :

The Registrar (Offcg)
Bose Institute
Kolkata

**Sub : Annual Rate Contract of supplies of laboratory gases
to be used in various research instruments**

Sir,

We have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. We declare that all the provisions of this Tender are acceptable to our company.

Yours faithfully,
Authorised signatory of the Bidder)

Printed Name Designation

Office Seal



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Quotation No. _____

FALL CLAUSE CERTIFICATE

This is to certify that we have offered maximum discount to you in our quotation no..... dated The prices charged for the supply of stores under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization /PSU's/Autonomous bodies/Pvt. Organisations during the period of contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by our firm is more, Bose Institute will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of
the authorised signatory
of the bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same



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MANUFACTURERS' AUTHORIZATION FORM

Dated _____

The Registrar (Offcg)
Bose Institute
Kolkata,

**Sub : Annual Rate Contract of supplies of laboratory gases
to be used in various research instruments**

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 for the Rate Contract. No company or firm or individual other than M/s is authorized to bid, and conclude the Rate Contract in regard to this business. We hereby inform you that we have not been blacklisted by any Government organization/ department /Central Government/State Government funded autonomous bodies. We hereby extend our full guarantee and warranty as per the tender conditions 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.



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BID SECURITY DECLARATION

"The bidders to sign "Bid Security Declaration" accepting that if the withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents."



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DECLARATION OF LOCAL CONTENT

Self-Certification form for Minimum 50% or for Minimum 20% Local Content
(on Letter Head of the Bidder)

Ref: DPIIT Order No. P-45021/2/2017-PP (BE-II) pref. to Make in India dated 16th Sept 2020
and subsequent orders / directives made thereto.

Local content value added for the offered item (in percentage)	
State	
District	
Place	

Signature & Name with Designation
of Applicant with Rubber Stamp