



बसु बिज्ञान मन्दिर

BOSEINSTITUTE

Unified Academic Campus, Block EN, Sector V Kolkata– 700091

BI-K/E-TEND/02/2023-24



**BOSE INSTITUTE
KOLKATA**

**ANNUAL RATE CONTRACT FOR SUPPLY OF
CHEMICALS / GLASS-WARES / PLASTIC-WARES
/ LAB-WARES**

TO BE ADDRESSED TO :

REGISTRAR (OFFICIATING)
BOSE INSTITUTE, UNIFIED ACADEMIC CAMPUS,
BLOCK-EN 80, SECTOR V, KOLKATA 700091

bipurchase@jcbose.ac.in / registrar_office@jcbose.ac.in



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SECTION 1: INVITATION FOR BIDS

Name of the item
Annual Rate Contract of supplies for laboratory supply of items (chemicals / glass wares / plastic wares / lab ware) with at least 10 percent discount on the catalogue price

- Earnest money deposit :Rs 25,000/- (Exemption will be provided as per govt. rules)
- Tender inviting authority : Registrar (Officiating), Bose Institute, Kolkata
- Validity : 120 days from the opening date of the Technical bid
- The bidder must specify for which category of laboratory items they are quoting in their Technical bid.
- Bidders are advised to upload the bid document with sign and stamp in the NIT folder.

Sl. No.	Particulars	Date & Time
1.	Date of uploading of NIT & other documents (Online) (Publishing date)	25-08-2023 AT 17:00 HRS.
2.	Documents download start date (Online)	25-08-2023 AT 17:30 HRS.
3.	Clarification Start date Queries to be sent to the mail id bipurchase@jcbose.ac.in)	25-08-2023 AT 18:00 HRS.
4.	Clarification End date	31-08-2023 AT 16:00 HRS.
5.	Prebid Meeting	01-09-2023 AT 14:30 HRS.
6	Amendment (if any) (On line)	07-09-2023 AT 17:00 HRS.
7	Bid submission start date (On line)	08-09-2023 AT 17:00 HRS.
8	Documents download end date (Online)	22-09-2023 AT 17:00 HRS.
9	Bid Submission closing (On line)	22-09-2023 AT 17:00 HRS.
10	Last Date of submission of Earnest Money Deposit Including the technical brochure, if any (Off line)	25-09-2023 AT 17:00 HRS.
11	Bid opening date for Technical Proposals (Online)	25-09-2023 AT 13:00 HRS.
12	Date of uploading list for Technically Qualified Bidder (online)	To be notified later
13	Date for opening of Financial Proposal (Online)	To be notified later



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General guidance for e-tendering	Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the vendors to participate in e-Tendering.
Registration of vendors	Any vendor willing to take part in the process of e-Tendering will have to enrol and get registered in the Central Public Procurement (CPP) Portal, NIC, GOI through logging on to http://eprocure.gov.in/eprocure/app and the vendor is to click on the link for e-Tendering site as given on the above.
Digital Signature Certificate (DSC)	<p>Each vendor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders as applicable from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB-Token.</p> <p>The vendor can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p>
Submission of Tenders	Tenders are to be submitted through online as stated in Clause A.1. in two folders at a time for each bid, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The uploaded documents are to be virus scanned and duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
<p><i>The procurement will be made by Bose Institute in compliance with the Govt. of India rules framed for public procurement from time to time Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.</i></p>	
<p><i>In this regard the clause and conditions issued as per Ministry of Finance, Department of Expenditure, Public Procurement Division order no F.No.6/18/2019-PPD dated 23 July 2020, must be strictly adhered to and necessary certification as mentioned in the subject order must be submitted along with the tender.</i></p>	
Financial Proposal	<p>The financial bid should contain the Bill of Quantities (BOQ) corresponding to this tender, which is available on the tender webpage as an MS-Excel file.</p> <p>This file must be downloaded and opened with MS-Excel. The rate being quoted by the bidder must be entered in the space marked for this purpose in the file. Quoted rate will be encrypted under BOQ. In case quoting any rate in Tender Form, the tender is liable to be summarily rejected.</p>



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	All fields in the BOQ file other than those allocated for the name of the bidder and the rate(s) being quoted are non-editable.
	The BOQ file must be saved after this and should be uploaded using digital signature.
	In the BOQ put the rate of discount in numerical figure. Do not put any percentage value.
	In the optional folder please put up the price break up with tax component, if applicable.
	Bidders are requested <u>not to put</u> any percentage(%) in any column of the BOQ.
Earnest Money Deposit (Bid Security)	a). A/c payee Demand Draft / FDR / Bankers Cheque / Bank Guarantee from any of the commercial banks towards Earnest Money (EMD) as prescribed in the N.I.T. should in favour of “Bose Institute” payable at Kolkata.
	b). A/c payee Demand Draft / FDR / Bankers Cheque / Bank Guarantee from any of the commercial banks towards Earnest Money (EMD) as prescribed in the N.I.T. in favour of “ Bose Institute ” payable at Kolkata (original hard copy) along with a covering letter stating the bank details for releasing the said EMD online by the Institute, as per norms to be submitted to the Purchase Section at Unified Academic Campus, Kolkata 700091.
	The bid security (EMD) should remain valid for a period of 45 days beyond the final bid validity period.
	Bidder must upload copy of valid registration certificate (i.e. MSME, NSIC) for availing EMD exemption.



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SECTION -2 :ELIGIBILITY CRITERIA

1	The Bidder should have existence as a firm, company or other organization 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, Company Identification Number, if applicable (Copy to be enclosed).
3	If bidder is Local dealer/distributor/stockiest, it is mandatory to attach Authorization Certificate from the principal supplier along with bid (Copy to be enclosed).
4	Copy of the PANCARD 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. orgin India. (declaration to be given on non-judicial stamp paper as per Annexure-2).
7	The Bidders should have minimum average Annual Business Turnover f o r I N R 30 Lakh for three Financial years (FY 2019-20, 2020-21 & 2021-22) (Copy of Audited Annual Accounts to be submitted as per Annexure-3).
8	The Bidders should have filed ITR for the A.Y.2020-21, A.Y.2021-2022& A.Y. 2022-23 (Copy of filed acknowledgments to be submitted).
9	The bidders should have supplied chemicals/glass wares/ plastic wares in the Govt. research institutes/Autonomous bodies/reputed health care center or reputed R&D laboratories. Copy of work orders of supplying the above items as applicable for the bidder at least amounting to Rs. 10,00,000/- (Rupees Ten Lakh) during five years cumulatively (FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) in the Govt. research institutes/Autonomous bodies/Universities/R&D laboratories. Details to be mentioned in Annexure-4 (Client experience details).
10	The bidder should submit Undertaking as per Annexure5 on company letter head.
11	<ul style="list-style-type: none">• Bids are invited from manufacturers/principals of the items.• The manufactures/principals submitting the bid may furnish the details of their local distributor/dealer who will be authorized by the principals to submit the quotation and raise the bill on their behalf against the PO issued by Bose Institute.• In cases where the manufacturers/principals do not bid directly, the applicant may authorize its local agents / dealers / vendors to submit the bid. In such cases the bills have to be raised by the local agents / dealers / vendors against PO issued by Bose Institute.• Bidders are advised to specifically mention the particular category of item (viz. chemicals/glass wares/ plastic wares) for which they are quoting in the tender.



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12	If more than one authorized agents quote on behalf of one manufacturer, the agent giving the highest percentage of discount will be empaneled. 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 authorized agents, if required.
13	The vendor must indicate the usable life of the chemicals / consumables during submission of their quote as per RC finalized, in every case which would be referred to in the P.O.
14	Price list submitted at the time of bid submission should remain valid for one (01) year without change of price.
15	Bidders should submit the three (03) sets of price list / catalogue in either hard or soft copy. One (01) copy to be provided to the Accounts Section.



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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	Page no. of the bid document were mentioned
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 duly certified in case of Company / CIN no.			
3	If bidder is Local dealer / distributor / stockiest, it is mandatory to attach Authorization Certificate from the principal supplier			
4	Copy of the PAN CARD of the firm			
5	GST registration no			
6	Non-blacklisted / Suspended Declaration on non-judicial stamp paper			
7	Average Turnover for three Financial years (FY 2019-20, 2020-21 & 2021-22).			
8	Filed ITR for the A.Y.2020-21, A.Y.2021-2022 & A.Y. 2022-23			
9	Copy of work orders of supplying chemicals/glassware/plastic wares as applicable for the bidder at least amounting to Rs. 10,00,000/- (Rupees Ten Lakh) during five years cumulatively (FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) supplying similar items in the Govt. research institutes/Autonomous bodies / Universities / R&D laboratories.			
10	Undertaking as per Annexure 5			
11	Authorization in case bidding on behalf of manufacturer.			
12	Pre-contract Integrity Pact			

Please mention the relevant page nos. in your bid document against the serial no. as mentioned above.



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SECTION3-INSTRUCTIONS TO BIDDERS

Amendment of Bidding Documents	
i.	At any time prior to the dead line 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, Bose Institute in its 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.	
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.	
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.	



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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

SECTION - 4 : TERMS & CONDITIONS

•	A panel of suppliers shall be selected for rate contract. The Empaneled suppliers will abide by all the Terms & Conditions laid down in the Tender Document.
•	The qualified suppliers will be empaneled initially for a period of one year and maybe extended further for another two years, if their performance found satisfactory.
•	The rate contract will be on the valid catalogue price at the time of submission of bid. It will remain in force for one year for the date of finalization of RC. If renewed, the rate contract for subsequent years will be on the valid catalogue price applicable on the month next to month of expiry of RC tenure with same rate of discount and other terms and conditions.
•	During the currency of contract, the rate of discount on the catalogue prices would remain same, alongwith other terms and conditions.
•	Purchase Orders will be placed with reference to the contract.
•	The Rate contract will be terminated, in case there is loss or damage to the equipment or for unsatisfactory performance. In case of such losses the same will be adjusted as penalty amount which will be deducted from the Security Deposits submitted by the enlisted supplier.
•	If the quality of product and service provided is not found satisfactory, BI reserves the right to cancel or amend the contract.
•	BI reserves right to enter into Rate contract for similar items during the period of currency of contract with one or two parties.
•	All the discounts quoted should be against the catalogue price / price list.
	Terms of payment
•	Payment will be made after delivery and acceptance of the items.
•	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.
•	Payment within 30 days from the date of delivery and Acceptance Certificate of concerned Department / Section / Materials Management Division.



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	Delivery schedule
•	Free delivery at the various campuses of BI
•	Non-availability of the stock should be informed in writing immediately. No part supply will be allowed without prior permission from BI
•	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.
	Earnest money deposit (EMD) & Bid Security
•	Earnest Money Deposit (EMD) of Rs. 25000/- (Rs. Twenty Five Thousand Only) in the form of A/c payee Demand Draft / FDR / RTGS / Bank Guarantee etc. from any of the commercial banks to be submitted in favor of Bose Institute, payable at Kolkata. Exemption as per Govt. of India rules will be applicable.
•	The bid security (EMD) should remain valid for a period of 45 days beyond the final bid validity period.
•	No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
•	Earnest Money Deposit of unsuccessful bidders will be returned after the award of the contract.
	Security Deposit / Performance Security
•	The bidders who will be empaneled with Bose Institute has to submit a security deposit of Rs.1.0 lakh within 10 days of issuance of formal work order, without which the irate contract would not be considered as valid. The tenure of the security deposit should remain valid for a period of 60 days beyond the date of all contractual obligation of the supplies.
•	Performance Security may be furnished in the form of Insurance security bonds, A/c payee demand draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee including e-bank guarantee.
•	Further, if the successful bidders fail to furnish the required <i>security deposit</i> within the specified period, its EMD will be forfeited
	Penalty/ Liquidated Damages :
•	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.
•	BI reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties if any will be recovered by forfeiting security deposit at vendor's cost and risks.



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	Appointment of Local Dealer / Stockiest
<ul style="list-style-type: none">The Principal Suppliers offering the Tender must furnish the name and address of their local distributor / dealers, for expeditious supply. Any addition and deletion of dealership/ distributorship shall be intimated to BI immediately on authorization of new party.	
	Discount
<ul style="list-style-type: none">The applicant should submit the offer of discount on current price list / Catalogue. Technical Selection will be based on quality of the offered items and credentials of the principal and their authorized local agent, and for the technically qualified bidders, the price bid folder will be opened, and the bidders will be enlisted based on the quantum of discounts offered	
<ul style="list-style-type: none">If the discount varies with the quantity, the vendor should provide complete details with the quantity and offered discount. Special Seasonal or Temporary Discount, if it is more than the Rate Contract the vendor should provide prior details to BI with details such as period of discount, rate of discount, etc. In such cases if special discount is more beneficial BI may accept the discount.	
<ul style="list-style-type: none">The local agent may offer additional discount over and above the discount given by the Principal company.	
<ul style="list-style-type: none">If the bidder has participated in BI rate contract earlier, the bidder should submit a satisfactory report from end users of BI (minimum 4) along with the bid documents.	
<ul style="list-style-type: none"><u>Discount should be mentioned in price bid with reference to your existing price list / catalogue price.</u> <u>The vendors offering higher rate of discount will considered for empanelment, subject to fulfilling the eligibility criteria.</u>	
	Price
<ul style="list-style-type: none">Percentage discount MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT TO BE SUBMITTED ON LINE.	
<ul style="list-style-type: none">If the quantum of discount is not quoted in Price Bid Form provided in tenderdocument then, Bose Institute will reject the bid.If supplier wishes to give pricing details, the same may be uploaded in separate sheet.	
<ul style="list-style-type: none">The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.	



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	<ul style="list-style-type: none">• GST will be as applicable. The Institute is registered with Department of Scientific and Industrial Research and our present registration no is11/106/1988-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>
	<ul style="list-style-type: none">• Legal matter: All matters should be subjected to the jurisdiction of High Court of Calcutta only.
	<ul style="list-style-type: none">• Warranty - The bidder shall be fully responsible for the manufacturer warranty in respect of quality and workmanship of the materials covered in the Rate Contract. In case of any defects found at the time of use, the supplier will provide free replacement or refund the amount charged for that item.
	<ul style="list-style-type: none">• 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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SECTION5:PRICE BID

Catalogue price including
applicable GST(hard copy to
be sent separately)

Discount applicable (to be quoted in numerical value) offered on catalogue price for laboratory supply of items (chemicals /glass wares / plastic wares / lab wares) are to be mentioned in the BOQ sheet of the price bid folder in the CPP Portal.

**It is mandatory to submit latest printed Catalogue / price list either in hard copy or soft copy. 03 sets of the same to be provided.*

Date:

Place:

GST Registration No.

Signature:

Name:

Office Address: Affix

Rubber Stamp:



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SECTION-6:ANNEXURES

ANNEXURE1:BIDDER'S INFORMATION

(On Company Letter head)

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/Chemicals/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 REGARDING CLEAN TRACK RECORD

(On Company Letter head)

To
The Registrar (Officiating)
Bose Institute
Kolkata

Date

Sir,

Re:Tender No....for“Annual Rate Contract of supplies for laboratory supply of items (chemicals/glass-wares/plastic-wares / lab-wares) with at least 10% discount on the catalogue price

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 / blacklisted / 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	Blacklisted/debarred by Government/Semi Government Organizations/ 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:DECLARATIONON FINANCIAL PARAMETERS
(On Company Letterhead)

To
The Registrar (Officiating)
Bose Institute
Kolkata

Date

Sir,

Re:TenderNo....for“Annual Rate Contract of supplies for laboratory supply of items (chemicals/glass-wares/plastic-wares / lab-wares) with at least 10% discount on the catalogue price

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

F.Y.2019-20	F.Y.2020-21	F.Y.2021-22

And,

We hereby declare that our firm had filed Income Tax Returns for A.Y.2020-21, A.Y. 2021-22& A.Y. 2022-23 (Enclosed copy of ITR).

Yours faithfully,

Signature of the bidder

Company

Name

Designation

Seal

Business address



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ANNEXURE4:EXPERIENCE DETAILS

(On Company Letterhead)

To
Registrar (Officiating)
Bose Institute
Kolkata

Date

Sir,

Re:TenderNo....for“Annual Rate Contract of supplies for laboratory supply of items (chemicals/glass-wares/plastic-wares / lab-wares) with at least 10% discount on the catalogue price

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. FaxNo. And e-mail address

Yours faithfully,

Signature of the bidder /

Company

Name

Designation

Seal

Business address



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ANNEXURE5: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 maybe 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 /

Company

Name

Designation

Seal

Business address



बसु बिज्ञान मन्दिर

BOSEINSTITUTE

Unified Academic Campus, Block EN, Sector V Kolkata– 700091

BI-K/E-TEND/02/2023-24

ANNEXURE - 6 : DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS

Tender no.

To
The Registrar (Officiating)
Bose Institute
Kolkata

Date

Sir,

**Re:TenderNo...for “Annual Rate Contract of supplies for laboratory supply of items
(chemicals/glass-wares/plastic-wares / lab-wares) with at least 10% discount on the
catalogue price**

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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ANNEXURE - 7 : FALL CLAUSE CERTIFICATE

Quotation No.

Dated :

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/have given the maximum discount on the items of identical description to any other Govt.Organization/PSU's/Autonomousbodies/Pvt.Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by our firm is more/discount given to BI is less, 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
authorized signatory of
the bidder

Note: This letter of authority should be on the letter head 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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ANNEXURE - 8 : AUTHORIZATION FORM

Dated_____

To
The Registrar (Officiating)
Bose Institute
Kolkata

TenderRefNo:

We who are established and reputable manufacturers/principal supplier 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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Annexure-9

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____day of the month of _____ 2023 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 a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India

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



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1.1.1	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.
1.1.2	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.
	<u>Commitments of BIDDERS</u>
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.
3.3	BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.



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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 defence 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 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.



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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	<u>Previous Transgression</u>
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	<u>Earnest Money / Bid Security</u>
5.1	While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 25,000/- (Twenty-five thousand) 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, Kolkata. (ii) A confirmed guarantee by an Indian Nationalized 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/Security Deposit shall be valid upto a period covering the bid validity plus 45 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.
5.4	No interest shall be payable by the BUYER to the BIDDER on Earnest Money /Security Deposit for the period of its currency



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6	<u>Sanctions for Violations</u>
6.1	<p>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:-</p> <ul style="list-style-type: none">(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.
	<ul style="list-style-type: none">(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(vii) Cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.(viii) 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.(ix) 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.(x) 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.(xi) 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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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	<u>Fall Clause</u>
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	<u>Independent Monitors</u>
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 - Shri Umakant Lal,, IPS (Retd.) [umakantlal@yahoo.co.in] & Shri Vishnu Agarwal, Director (F), MRPL (Retd.) [agrawal.vishnu@gmail.com])
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.



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8.6	<p>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 Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.</p> <p>The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.</p>
8.7	<p>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.</p>
8.8	<p>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.</p>
9	<p><u>Facilitation of Investigation</u></p> <p>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.</p>
10	<p><u>Law and Place of Jurisdiction</u></p> <p>This Pact is subject to Indian Law. All disputes arising out of this Contract will be subjected to Kolkata jurisdiction.</p>
11	<p><u>Other Legal Actions</u></p> <p>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.</p>
12	<p><u>Validity</u></p>
12.1	<p>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.</p>



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

BUYER

Name of the Officer:

Designation

BOSE INSTITUTE

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

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.

The bidders may note that they must upload the Integrity Pact signed by both the bidder as well as the buyer (Institute) in non-judicial stamp paper of denomination of Rs. 100/- and upload the same alongwith the bidding document in the portal and hard copy must be submitted in the Purchase Cell of Bose Institute before the date of opening of the tender.

Failure of submission of the same as stated above would render the bidder liable to be rejected.

In the event of any dispute between BI and the selected vendor as per the IP applicable, the disputes may be settled through mediation before the panel of IEM's in on time bound manner. The mediation rule to be adopted is to be decided in appropriate manner.



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PERFORMANCE SECURITY FORM

(To be executed by a commercial Bank in India on non-judicial stamp paper)

To
Bose Institute,
Kolkata

Dear Sir,

Sub: Your Contract No. dated for

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.

In accordance with the terms of said contract, the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being 3% of the total value of the said stores supplied to you, for the due fulfillment of its obligations to you for due performance as per the contract during warranty period.

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.

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 thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.



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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.

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.

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 :

Place :

Signature.....

Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.

2.



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BID SECURITY FORM

(To be executed by a commercial Bank in India on non-judicial stamp paper)

To
Bose Institute
Kolkata

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:
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. -----