## BOSE INSTITUTE KOLKATA

# **STANDARD BIDDING DOCUMENTS**

For Open Tender Notice No.

Chapter I-VI (Page 1- 15)

BI/T/02/2013-14 dt. 27.06.2013

To be addressed to:

The Registrar, Bose Institute, Centenary Building, P-1/12, CIT Scheme – VII / M Kolkata – 700054 (INDIA)

## BOSE INSTITUTE Centenary Building, P-1/12, CIT Scheme – VII / M, Kankurgachi, Kolkata – 700054 (INDIA)

#### **CHAPTER – I: INVITATION TO BIDS**

Director, Bose Institute, Kolkata, West Bengal, India invites *sealed* offers in <u>double bid</u> <u>systems</u> from foreign/Indian manufacturers or their Authorized Dealers for the supply, installation and commissioning of the following equipments :

Sl. No.	Name of the instrument	Units	Bid security / (EMD) (Rs.)
1.	1.0 Ton Window type Room Air Conditioners	01	
2.	1.5 Ton Window type Room Air Conditioners	04	25000.00
3.	2.0 Ton Window type Room Air Conditioners	02	
4.	1.5 Ton Split type Room Air Conditioners	05	
5.	2.0 Ton Split type Room Air Conditioners (		

Tender Notice No.	: BI/T/02/2013-14 dt. 27.06. 2013
Last date & Time for Submission	: 18 <sup>th</sup> July, 2013 upto 14:00 hours
Date/Time for opening of bids	: 18 <sup>th</sup> July, 2013 at 15:00 hours
Venue of Bid Opening	: Centenary Building, Bose Institute, Seminar Room (Annexe Block), P-1/12, C.I.T. Scheme – VII / M, Kolkata – 700054
Submission of tender	: Tender Box with the Import Cell At 1 <sup>st</sup> floor in Annexe Block Centenary Building, Bose Institute P-1/12, C.I.T. Scheme – VII / M Kolkata 700 054

# Serial no. and name of the instrument shall be mentioned on the envelop positively.

If the date of opening happens to be a holiday, the bids shall be opened on next working day at the same time. Fax/email bids or Late/Delayed tenders shall not be considered. Only the technically approved bidders will be informed of the date for opening their corresponding price bids.

Director, Bose Institute reserves the right to accept or reject any or all tenders either in part or in full. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made.

REGISTRAR

#### **CHAPTER II : TERMS AND CONDITIONS**

- 1. **Cost of Bid Document:** Tender documents are available free of cost at Bose Institute website <a href="http://www.boseinst.ernet.in">http://www.boseinst.ernet.in</a> Interested and eligible bidders may download the same directly from the website. No tender document will be issued from the Institute.
- 2. **Bid Format**: Bids should be submitted in the format provided for in the bid document within the prescribed deadline for submission of bids.
- 3. Submission of Bids: Bids should be submitted in sealed covers in the tender box kept at <u>Import Purchase Cell at 1<sup>st</sup> floor in Annexe Block, Centenary Building, Bose Institute, P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054</u> mentioning the Tender Notice No. / Last Date for Submission of Tender/ Date of Opening of Tender/ Firm's Name & Address on the envelope. It is the sole responsibility of the bidder to ensure that its bids are submitted at the above address.
- 4. Late Bids: Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. Similarly bids received by Telex, Cable, Fax or e-mail will be rejected.
- 5. The bidder may give additional commercial terms, if any, in a separate sheet.
- 6. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf. A Certificate of Authorization should be enclosed.
- 7. The machines must be "BEE certified star rating machines" of the most recent series/models incorporating the latest improvements in design and performance.
- 8. The Bidder should have supplied, installed and commissioned the machines similar to the type offered in their bid to other government/semi government organization in Kolkata and the same should be in successful operation as on date of Bid opening.
- 9. That the Bidder will assume total responsibility for the fault-free operation of machines and maintenance during the warranty period.
- 10. Details of service support facilities that would be provided after the warranty period and during life expectancy of the equipment, if required should be clearly mentioned.
- 11. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

- 12. If the date of opening happens to be a holiday, the bids shall be opened next working day at the same time.
- 13. Amendment to Bid Document: At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bid Document by amendment. All prospective bidders are required to keep a watch on the Bose Institute website http://www.boseinst.ernet.in about any amendment to the tender document. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
- 14. **Bid Prices**: Bidders are requested to give their final and best offer. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. Conditional offers indicating changes to price quoted due to price increase/decrease by the principal firm, market fluctuations, foreign exchange fluctuations etc shall render the bid liable to be cancelled.
- 15. **Taxes and Duties**: The amount payable on account of Excise Duty and other applicable taxes (VAT/CST/Service) should be mentioned clearly. If there is no explicit mention of taxes in the offer then quoted price will be deemed inclusive of such taxes. No other charges except those mentioned clearly in the quotation will be paid.
- 16. **DGS&D Prices**: The Institute at its discretion may choose to buy the machines at DGS&D approved rate from DGS&D approved firms.
- 17. **Period of Validity of Bids**: Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period maybe rejected by the Purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The bid security provided shall also be suitably extended.

#### 18. Bid Security or Earnest money deposit (EMD)

- 18.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids/NIT. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 18.2 The Bid Security shall be submitted in one of the following forms (a) Demand draft / pay orders drawn on any scheduled bank (b) Bank guarantee in the form provided in the Bid Document (Chapter IV) and valid for 45 days beyond the validity of the bid :

- (i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the bid security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents. **OR**
- (ii) Foreign Principals can submit bid security in the form of Bank Guarantee on the format provided in the bidding documents from any bank but the same has to be certified by a scheduled bank having branch in Kolkata, India.
- 18.3 Any bid not secured in accordance with Clauses 18.1 and 18.2 above will be rejected by the Purchaser as non-responsive.
- 18.4 Bid Security should be submitted in a separate envelope superscribed with 'Bid Security' for the Equipment -----' 'Tender Notice No. -----'
- 18.5 Unsuccessful bidder's bid security will be discharged as promptly as possible but not later than 15 days after the expiry of the period of bid validity or placement of order which ever is later. No interest shall be paid on the EMD.
- 18.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 18.7 The bid security may be forfeited:
  - (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (ii) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 21 days of the order and/or fails to furnish Performance Security in the prescribed format.
  - (iii) Bid Security should be submitted in favour of "Director, Bose Institute".
- 19. Any bid not secured in accordance with the above clause will be rejected by the Purchaser as non-responsive.
- 20. Unsuccessful bidder's bid security will be discharged as promptly as possible but not later than 15 days after the expiry of the period of bid validity or placement of order which ever is later.
- 21. The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- 22. Delivery of Goods: The Machines are required to be delivered to Bose Institute Campuses located at Rajabazar, Kankurgachi, Saltlake and Shyamnagar.
- 23. Forfeiture of Bid Security: If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or In case of a successful Bidder, if

the Bidder fails to furnish order acceptance within 21 days of the order and/or fails to furnish Performance Security in the prescribed format.

- 24. **Performance Security**: Within 15 days after the Supplier's receipt of order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations on the format provided in the bidding documents from any scheduled bank having branch in Kolkata. If the performance security is not furnished within the stipulated time, the contract shall be deemed terminated. The contract value includes the taxes also.
- 25. **Payment**: The Purchaser will make no advance payment to the supplier. Payments shall be made promptly by the Purchaser normally within thirty (30) days after receipt of the invoice or claim from the Supplier accompanied by certificates of delivery of goods, and successful installation & commissioning.
- 26. Clarification on Bids: For clarification on any aspect of the tender, the prospective bidders may write to: Sri Sougato Banerjee, Assistant Registrar (sougatob@jcbose.ac.in). Request for clarifications, if any, should reach at least 3 working days prior to the bid opening date.
- 27. **Opening of Bids**: Indenting bidder may be present or authorize a person during opening of the bid at the time and date as specified. The Bidders' representatives present during the opening of bids shall sign the quotation opening sheet evidencing their attendance. The bidders' names, bid modifications or withdrawals, specifications, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

### **CHAPTER III: BID FORM**

(Individual BID FORM should be submitted for separate models)

1. Tender reference No :
2. Due date of bid:
3. Name, address, Phone, FAX Nos. and email Id of Bidder:
4. Equipment Model No.:
5. Brief Technical description of the Equipment:
6. Life Expectancy of the Equipment (in Years):
7. Warranty Period [for the machine as a whole and the compressor] (in Years):
8. Delivery Period of the Equipment:
<ul> <li>9. Details of Bank Guarantee enclosed as EMD/Bid Security:</li> <li>(i) Name of the Bank:</li> <li>(ii) Branch:</li> <li>(iii) Address with Phone &amp; FAX, E-mail Nos.:</li> </ul>
<ul> <li>(iv) Amount Rs.</li> <li>(v) Valid Upto:</li></ul>

Sl. No.	Brief description of stores	Qty offered	Unit price (in Rs.)	Total costs. (in Rs.)
(i)	Basic cost of the Equipment			
(ii)	Discount, if any			
(iii)	Excise Duty, if any			
(iv)	Customs Duty, if any			
(v)	CST / Vat, if any			
(vi)	Other Taxes, if any (please specify)			
(vii)	Transportation Charges, if any			
(viii)	Installation/Commissioning Charges, if any and the cost of extra copper pipeline per running foot			
(ix)	Other charges, if any (please pecify)			
(x)	Total Value (in figure)			
(xi)	Total Value (in words):			<u> </u>

**Note :** (1) Adhering to the format given above is a pre-requisite for considering your bid.

(2) Separate list should be attached where required in the same format giving details of each item and cost.

I/we certify that I/We have completely read and understood and agree to all the terms & conditions in the bidding documents.

( ) Signature of Bidder With Office

Station: Stamp

Name & Address

Date:

#### **CHAPTER IV : BID SECURITY FORM**

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

#### To The Director, Bose Institute, P-1/12, CIT Scheme-VII/M, Kolkata – 700054 (W.B.) India

Dear Sir,

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, called INDIA (Hereinafter "the Purchaser") for the sum of 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 200 .

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:
- (a) Fails or refuses to execute the Contract Form if required; or
- (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

3. 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. ....

#### **CHAPTER V : PERFORMANCE SECURITY FORM**

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

#### To The Director, Bose Institute, P-1/12, CIT Scheme-VII/M, Kolkata – 700054 (W.B.) India

Dear Sir,

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**2.** In accordance with the terms of said Purchase Order, the contractor has undertaken to produce a bank guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_\_only) being 10 % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to you for due performance as per the contract during warranty period.

**3.** 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.

4. 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.

5. Not withstanding 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 \_\_\_\_\_\_ dulu discharged

duly discharged.

**6.** 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.

**7.** 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:	Signature
Place:	Seal of Bankers
	(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1	•••••
2	

## CHAPTER VI : DETAILED TECHNICAL SPECIFICATIONS

### Essential feature :

	<b>1.0 Ton Window type room air-conditioners</b>		
Sl. No.			
1.	Type of compressor	Rotary	
2.	Total power input	Less than 1100 W	
3.	Rated cooling capacity	3500 W above	
4.	CFM	350 and above	
5.	Sound level	Around 50 db	
6.	Temperature display feature	Digital temperature display on the machine with	
		remote facility	

	<b>1.5 Ton Window type room air-conditioners</b>		
S1.	Sl. Specifications		
No.			
1.	Type of compressor	Rotary	
2.	Total power input	1850 W (maximum)	
3.	Rated cooling capacity	5274 W (minimum) /18000 BTU	
4.	CFM	460 and above	
5.	Sound level	Not more than 45 db	
6.	Temperature display feature	Digital temperature display on the machine with	
		remote facility	

	2.0 Ton Window type room air-conditioners			
Sl.	Sl. Specifications			
No.				
1.	Type of compressor	Rotary		
2.	Total power input	2500 W (maximum)		
3.	Rated cooling capacity	6446 W (minimum) (22000 BTU)		
4.	CFM	550		
5.	Sound level	45 db		
6.	Temperature display feature	Digital temperature display on the machine with		
		remote facility		

	<b><u>1.5 Ton Split type room air-conditioners</u></b>		
Sl.			
No.	Type of compressor	Dotomy	
1.	Type of compressor	Rotary	
2.	Total power input	1850 W (maximum)	
3.	Rated cooling capacity	5274 W (minimum) /18000 BTU	
4.	CFM	460 and above	
5.	Sound level	Not more than 45 db	
6.	Temperature display feature	Digital temperature display on the machine with	
		remote facility	

	2.0 Ton Split type room air-conditioners		
S1.	Sl. Specifications		
No.			
1.	Type of compressor	Rotary	
2.	Total power input	2500 W (maximum)	
3.	Rated cooling capacity	6446 W (minimum) (22000 BTU)	
4.	CFM	550	
5.	Sound level	45 db	
6.	Temperature display feature	Digital temperature display on the machine with remote facility	

### Desirable feature :

ON / OFF Timer with Advance Starter, Auto Restart, Auto fan speed, comfort modes, Dry mode, Power full mode, Circulation mode, compulsory remote facility with auto display shut off, Kauroki filter / Antibacteria Gold plated filter with filter clean indicator / Nano Titanium filter / Alarm function.

Note : Total numbers may vary depending on the requirements at the time of placing order. Preference will be given to those agencies who will satisfy all the features both the essential and desirable during their presentation of offer.