

PWC-CRL-IDLIS PROGRAM

Patna Women's College

(Autonomous)

Bailey Road, Patna

(Sanctioned order No. SHEC/AC/FT-15/2016-61 Dt. 18.09.2019)

TENDER NOTICE NO. PWC-IDLIS/LAB/INSTRUMENTS/01/2020

DATE: 29.02.2020

**TENDER DOCUMENT FOR THE SUPPLY OF
LABORATORY INSTRUMENTS/EQUIPMENT**

(PWC-CRL-IDLIS PROGRAM)

PATNA WOMEN'S COLLEGE

(AUTONOMOUS)

BAILEY ROAD PATNA-800001, BIHAR,

INDIA

PWC-IDLIS-PROGRAM
Patna Women's College (Autonomous)
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in

TENDER NOTICE No.PWC-IDLIS/LAB/INSTRUMENTS/01/2020 Dt. 29.02.2020

Schedule of Tender

**TENDER DOCUMENT FOR THE SUPPLY
OF
LABORATORY INSTRUMENTS/ EQUIPMENTS**

PRICE OF TENDER DOCUMENT: Rs 2, 000.00

Date of Sale of Tender: From **29.02.2020** to **10.03.2020** up to 1.00 P.M.

Last Date of Submission of Tender: **12.03.2020** up to 1.00 P.M.

Date of opening of Tenders: **14.03.2020** at 11.30 A.M.

PRINCIPAL
PWC-IDLIS PROGRAM
Patna Women's College,
(Autonomous)
Bailey Road, Patna-800001,
Bihar

PWC-IDLIS PROGRAM

**Patna Women's College (Autonomous)
Bailey Road, Patna- 800001, Bihar, India
Website:www.patnawomenscollege.in**

TENDER NOTICE No.–PWC-IDLIS/LAB/INSTRUMENTS/01/2020 Dt. 29.02.2020 TENDER NOTICE

FOR THE SUPPLY OF LABORATORY INSTRUMENTS/EQUIPMENTS

1. PWC-CRL-IDLIS, Patna Women's College, (Autonomous), P.U., Bihar invites sealed tenders in two bid form (Technical & Financial) separately from reputed manufacturer/authorized dealers in India and abroad for supply of laboratory instruments/equipment indicated below as per technical specifications specified in bidding documents.

2. A complete set of tender documents may be purchased by interested eligible bidders from **29.02.2020** to **12.03.2020 up to 1.00 P.M.** on submission of a written application with a non-refundable Bank-draft of Rs. 2,000/- (Rupees two thousands only) towards the cost of Tender Document in favour of "**Principal, PWC- IDLIS, Patna Women's College**" payable at Patna. The same can also be downloaded from PATNA WOMEN'S COLLEGE website www.patnawomenscollege.in. In this case bid shall be accompanied along with a demand draft Rs. 2,000=00 as cost of tender document.

3. Tenders (Technical & Financial) must be submitted in two separate envelopes on or before 3.00 P.M on 12.03.2020 to the "Principal; PWC-CRL-IDLIS Program, Patna Women's College, Patna- 800 001. Techno-commercial bids will be opened on 14.03.2020 at 11:30 A.M. in the presence of bidders or their authorized representatives who would like to be present. The date of opening of Financial bid will be communicated later on to the successful bidders whose techno commercial bid is found suitable by the College.

4. All the tenders must be accompanied by bid security in accordance with the instructions given in the bidding document.

5. PWC-IDLIS, Patna Women's College reserves the right to reject any or all the bids without assigning any reason whatsoever.

6. In the event of date being declared as holiday, the date for submission and opening of bids shall be the following working day of the appointed date and time.

7. Terms and Conditions: As detailed in bidding documents.

8. List of laboratory instruments/equipment to be supplied;

(1) CHNS Analyzer

NOTE:

1- The major instruments from the makers should be already in use with some premier institutes/universities.

2- All the instruments/equipment must be supplied with all the essentially required accessories.

PRINCIPAL
PWC-IDLIS PROGRAM
Patna Women's College, Bailey
Road, Patna-800001, Bihar

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Website: www.patnawomenscollege.in

1.0 GENERAL TERMS AND CONDITIONS

1.1 (i) The Tender Document along with detailed specifications of the instruments/ equipment can be obtained in person from the office of the **Principal, PWC-IDLIS**, Patna Women's College or by the authorized representative on submission of prescribed tender fee in the form of demand draft drawn in favour of **Principal, PWC-IDLIS**, Patna Women's College, payable at Patna.

(ii) The bid document may also be downloaded from the College website - **www.patnawomenscollege.in**. **Bidders** using downloaded tender forms from Patna Women's College website must submit cost of tender document by demand draft drawn in favor of the **Principal, PWC-IDLIS**, Patna Women's College, payable at Patna along with Technical bid. The bid form downloaded through College website submitted without tender fees will not be accepted.

(iii) The Bid must be submitted in English. In the case of foreign manufacturers, the bids should be submitted by the authorized agents / representatives and must enclose authorization letter issued by their manufacturer. In case of the equipment / instruments of Indian origin the bids shall be accepted from manufacturer or its authorized representative/agent. The tender document is not transferable by the purchaser. The bid form in the tender document at Annexure-II will be used for technical bid. For each item separate prescribed pro-forma should be attached. Each sheet must be signed by the bidder. The price bid must be in the form provided herewith at Annexure-III. It should be sealed in separate envelope. The tender will not be accepted from the firm to whom the document has not been issued by the Board or bid form downloaded from the **www.patnawomenscollege.in** without tender fee.

1.2 The PWC-CRL-IDLIS, Patna Women's College reserves the right to accept or reject any or all the tenders in part or full without assigning any reason thereof.

1.3 The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.

1.4 The PWC-IDLIS, Patna Women's College at its discretion may extend the last date of submission of tenders and opening of tenders. The final authority for acceptance of a tender will rest with the Principal, PWC-IDLIS, Patna Women's College who does not bind herself to accept the lowest tender and may accept or reject any or all of the bids received without assigning any reason.

1.5 Documents, literature, diagrams / leaflets, original catalogue of equipment and samples etc., enclosed with the bids shall become the property of the college without any cost.

1.6 WARRANTY: The comprehensive warranty period will be as per mention in the technical specification (instrument wise) starting from the date of successful installation of the instrument. Under this warranty, upon the receipt of such notice, supplier / agent shall, within the period specified, repair /replace the defective instrument or spare parts thereof at the ultimate destination. The supplier/agent shall take over the replaced parts/goods, in the event of any correction of defects or replacement of defective material. In such cases, the warranty for the corrected/replaced materials shall be extended to the left over period of warranty. The comprehensive warranty includes maintenance of equipments including spare parts etc.

NOTE- The major instruments/equipment from the makers should be already in use with some premier institutes/universities.

1.7 The tender would be regarded as turned down, if no award of contract has been obtained till the expiry of the tender validity. No separate communication will be made in this regard.

1.8 The items have to be supplied in standard packing at the central facility of PWC-IDLIS Program at Patna Women's College, Patna.

1.9 In case of the date of submission and the date of opening of tender is declared as Public Holiday, the tender shall be submitted and opened on the next working day at the same time.

1.10 The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in such case, correction shall be initialled by the person or persons signing the bid.

1.11 Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.

1.12 It is advised that the outside suppliers should send the tender through Registered Post. However, the local supplier may drop their tenders in Tender Box kept in the Main Block Reception at Patna Women's College Campus, for this purpose. In no case, tender should be handed over to any employee of the College.

1.13 Canvassing in any form will disqualify the bid.

1.14 Request for the tender document for bidding through Telex, Telegram, Telephone, Money Order and Tele-fax shall not be entertained.

1.15 The tender Notice No. **PWC-IDLIS/LAB/INSTRUMENTS/01/2020 Dt. 29.02.2020** along with the item code number (The item code number is given in the specification sheet against each item) must invariably be quoted in the bid and for further correspondence in this regard.

1.16 All the Tenders should be addressed to: The Principal, PWC-IDLIS, Patna Women's College, Bailey Road Patna-800 001, Bihar (India)

2.0 SUBMISSION OF BID

2.1 The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English language. The check list for submission of bid is available at **Annexure - VIII**

2.2 The Bidders are requested to quote the rates item-wise for each equipment on F.O.R. destination basis including total price of each instrument separately indicating the Govt. levies, and other expenditure item-wise. **The freight charges, insurance, custom duty, custom clearance, and transportation up to the institute will be borne by the supplier in the case of imported items.** (Note: For imported instruments, custom duty exemption certificate, road permit, and relevant documents provided by the institute). **For indigenous items supplied by Indian firms, the rate should be F.O.R., PWC-CRL-IDLIS, Patna Women's College.**

2.3 IMPORTANT: Bidder is expected to examine the bidding documents carefully and are deemed to have received and read all relevant documents. It shall be the responsibility of the bidder to request for a copy of any missing document. Failure to do so will be at bidder's risk. The Supplier should attach a copy of the Financial bid / Proforma Invoice of the Instrument quoted (without cost / price figures) along with the technical bid to assess the item / components quoted in the bid. The manufacturer will give the undertaking (Annexure IV) that he /she or his/her authorized dealer will service /repair the equipment during guaranty / warranty / maintenance contract.

2.4 It may be noted that mere quoting lowest rates will not entitle any firm to get the order. For qualifying technical bid the quality of the item being offered, the past performance, supply etc. will also be taken into consideration. The College may call for any details, explanation, regarding Technical & Financial aspect.

2.5 Bidder can quote the rates for all the instruments tendered or some of the instruments or one instrument. Separate price bid and technical bid should be submitted in separate envelopes for each item clearly mentioning the item code number, item name on the top of the envelopes with senders name and address.

2.6 The tender is to be submitted "**Single Stage- Two Envelope System**" i.e. the first sealed envelope will contain full information required to judge pre-qualification signed tender document, tender fee, earnest money, complete details and specification of the instruments offered in **Annexure- II (without quoting price)** including the brochure/ leaflets and original catalogues, list of credentials with documentary evidence i.e., purchase/ work order etc., PAN-Number VAT/Sales Tax Registration No., Affidavit for not being black listed. It shall be marked as technical Bid **No. PWC-IDLIS/LAB/INSTRUMENTS/01/2020 Dt.29.02.20** due on **14.03.2020** for Laboratory Instruments /Equipment. The second envelope will contain only price quoted by the bidder in the

form given at **Annexure–III** of this document and shall be clearly marked "**Price Bid No. PWC-IDLIS//LAB/INSTRUMENTS/01/2020 Dt.29.02.20** for Laboratory Instrument /Equipment. Both the above envelopes must be separately sealed and shall be kept in one envelope bearing the address of **Principal, PWC-IDLIS, Patna Women's College, Bailey Road, Patna 800001, Bihar (India)** and prescribed with bold letter **TENDER FOR LABORATORY INSTRUMENTS / EQUIPMENT NOT TO OPEN BEFORE 14.03.20 at 11.30 A.M.**The senders address should be mentioned in all envelopes.Instrument / equipment Code Number should be mentioned invariably on all envelopes.

2.7 Technical part of the tender will be opened at 11.30 A.M. on 14.03.20 in the Video Conferencing Room, Science Block, Patna Women's College Campus in the presence of the representative of the tenderer, who would like to be present. Sealed Price part of technically and commercially acceptable tenders will be opened on a later day subsequently as decided by the members of Technical committee. The date of opening of financial bid will be communicated by the college to the successful bidders whose techno-commercial bid is found substantially responsive.

2.8 The validity of tender would be for a minimum period of 180 days from the date of opening of tenders. A bid valid for a shorter period may be rejected by the **PWC-IDLIS, Patna Women's College** as non- responsive. In case the validity is to be extended, the **PWC-IDLIS, Patna Women's College** may solicit the Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended period mutually agreed for

2.9 Tenders not in proper sealed cover or received through telegraphically or E-mail fax/telex will not be entertained.

2.10 Conditional Tenders will be rejected without assigning any reason.

2.11 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized for this purpose. The letter of authorization should bear the signatures of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid.

2.12 **Clarification on Techno-commercial bids:** To assist the techno-commercial examination, evaluation and comparison of bids the **PWC-IDLIS, Patna Women's College** may, at its discretion, ask the bidder for a clarification on its Techno- commercial bid. However, all responses to request for clarification shall be in writing, and, no change in the price bids be sought, offered or permitted.

2.13 Eventual suggestions for modification or subsidiary Tenders are principally not admissible.

2.14 **The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply to these specifications. The bidding for the instruments having different specifications will be on Bidder's risk as the PWC-CRL-IDLIS, Patna Women's College will not entertain such bids. Bids carrying the statement like "specification as per tender document" shall not be entertained. The product specifications supported by technical literature and list of users must be enclosed with Annexure II.**

2.15 The placement of work order/purchase order will be according to technical evaluation of the tender and after consideration of its price worthiness.

2.16 The price to be given in the tender are fixed prices, irrespective of rise in Materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of instruments etc. will be entertained after the submission of the tender.

2.17 The nomenclature of the instruments and spares will be invariably same in Pro-forma Invoice, Invoice, Packing list and all other relevant papers in case the Bidder is awarded with the purchase order for supply against its offer.

2.18 With the submission of his tender the bidder accepts the conditions of the tender.

2.19 If the instrument supplied is not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges for export and re-shipment will be paid by the college.

2.20 The authorized Indian agent/representative should have minimum two years of continuous agency/ partnership/ joint venture/ participation or collaboration with their principal foreign supplier. The documentary proof of such agency ship/ authorization/MOU should be submitted along with the technical part. If the bid of the firm does not contain the proof of such nomination/authorization, Indian agent will be rejected.

2.21 The installation of the instruments with all accessories is the entire responsibility of the supplier. Installation should be completed within 100 days from the date of issue of purchase order. The suppliers or their authorized agents should be in touch with the Principal, PWC- IDLIS, Patna Women's College, to know the exact day of receipt of stores supplied/ dispatched by them.

2.22 The list of instruments/equipment, their approximate quantity and point of delivery are given at Annexure-V and the detailed specification of the instrument is given in the tender document. The quantity mentioned in the tender document may be increased or decreased at the discretion of the Competent Authority in the PWC-IDLIS, Patna Women's College without assigning any reason.

2.23 Each and every folio of the tender must be signed by the bidder.

2.24 The Bid shall be considered only for those instruments for which the rates have been specifically quoted. The PWC-IDLIS, Patna Women's College further reserves the right to accept the tender for all the instruments or some of the instruments for which the tenderer has quoted the bid. The bidder should attach a separate list for the consumable/spares required for smooth operation of the instrument at least for three years (as optional items) and two copies of trouble shooting manuals, schematic electric circuits etc. along with the bid.

2.25 Bidder has to provide training on operation and maintenance to appropriate persons without any additional charges. However, advanced training for sophisticated instrument will be provided by the bidder as per the requirement.

2.26 The instrument for which tenders are invited will have to be supplied within **120** days from the date of opening of LC or Wire Transfer (if required) if the goods are imported. (in the case of foreign suppliers the date of arrival of consignment at Indian port will be considered as the date of delivery).

A period of 90 days will be allowed for delivery of equipment from the date issue of purchase order in the case of Indian manufacturers/suppliers. In case of delay in delivery the liquidated damages will be levied from successful bidder.

2.17 After sales service is most important to be considered for comparison of the bids. Bid of those firms who do not have Indian / Local Agents to provide after sales service during warranty period will not be considered. After sales service must be provided at the premises of the Patna Women's College, by the manufacturer or authorized service provider. The instrument will not be sent to the service provider for the repair.

2.28 In case of imported instruments, the bid from Principals or their authorized agents will only be considered. The instrument price should be quoted on FOR college department basis, the delivery shall be taken at **PWC-IDLIS, Patna Women's College, Bailey Road, Patna-800001, Bihar.**

2.29 The foreign bidders must indicate the following information in their Pro-forma invoice along with the Price Bid separately for each instrument/equipment.

- a) Country of Origin.
- b) Port of Shipment.
- c) Name & Address of beneficiary Bank, Branch name with Account No.
- d) Whether trans-shipment/partial shipment is required or not.
- e) The Indian Agent's complete address, telephone & fax number.

2.30 (a) The items have to be supplied in standard packing. The foreign supplier should use the minimum possible packets and should reduce the size of the packing in volume to avoid extra demurrage in the bonded warehouse in India, if any.

(b) Important Bank charges: All Bank charges within the country (in India) will be on the buyers account and all Bank charges outside the country should be borne by the supplier / beneficiary. The bidders may note this and quote the price of the instrument/ equipment accordingly. In the case of Foreign Suppliers, they will have to ensure shipment of the consignment as per the validity of the letter of credit established in this regard. In case of extension of supply date is sought, the bank charges towards the amendment of L.C./Wire Transfer (if required) should be borne by the Beneficiary/Supplier.

2.31 Foreign Principals/their authorized Indian Agent shall intimate the buyer regarding the date of shipment well in advance. A copy of the invoice documents, air way bill, packing list, certificate of country of origin may be forwarded to the purchaser by fax immediately after shipment of the consignment to clear from custom authorities so as to avoid demurrage charges. The consignment is to be cleared by supplier from custom and he will deliver the item at the Central Research laboratory.

2.31 At any time prior to the deadline for submission of bids, the buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by an amendment.

2.33 The Amendment made by the competent authority in the tender document if any will be binding on the bidders.

2.34 In order to offer prospective bidder reasonable time in which to take the Amendment into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.

2.35 According to the bidder, if the tender documents contain unclear points which could influence price calculations, the bidder has to inform the authority who is issuing the call of Tenders before submission of its Tender, either in e-mail [sumeet.crl@patnawomenscollege.in] or call between 11.00AM – 1.00PM (0612- 2531186), even if he has pointed out this earlier in any other form/reference.

2.36 The Packing, Forwarding, charges must be quoted according to the place of delivery at PWC-CRL-IDLIS, Patna Women's College, Patna. The supplier will be held liable for any damage, theft or loss during transit. The instruments are to be dispatched to the respective places directly and to be installed there, by the supplier under intimation to the **Principal, PWC-IDLIS, Patna Women's College, Bailey Road, Patna. Please note that Proforma Invoice must be separate for each instrument / equipment.**

2.37 For the comparison of the rates quoted in different currencies by the bidders, the comparison will be done on the basis of conversion of currency in **Indian Rupees** on the date of opening of technical bid of the tender.

3.0 PAYMENT CONDITIONS:

3.1 (i) **For Foreign Bidders:** The foreign bidders should quote the price in foreign currency. In case, they have components and services of Indian agent, the same may be quoted in Indian Rupees. 100% payment will be released through irrevocable Letter of Credit in the name of foreign bidders for stores of foreign origin. **80% payment** will be made on shipment of the Instruments/Equipment and on furnishing **Bank Guarantee/BankDraft for 10 % of the purchase order as performance security.** For release of Payment the supplier shall submit documents as specified in **Annexure-VI A.20% will be released** on satisfactory installation, training and commissioning of instrument / equipment.

(ii) **For Indian bidders:** - 100% payment will be released on satisfactory supply installation, training and commissioning of the instrument and on furnishing **Bank Guarantee/BankDraft for 10 % of the purchase order value as performance Security.** The supplier shall provide the documents with each instrument as mentioned at **Annexure-VI B.**

3.2 The Performance Security shall be furnished by the principal supplier or their authorized Indian agent from any Nationalized Bank as **Bank Guarantee. Performance security shall be valid up-to expiry of the warranty period.**

3.3 The defective, substandard and contrary to the specification of instruments, if supplied have to be replaced by the supplier at their cost and responsibility. In case of indigenous instrument/ equipment quoted by Indian firms/ representatives/ Indian agents of foreign supplier / manufacturers in rupee terms the payment will be made in Indian rupees directly after supply and satisfactory installation / commissioning.

3.4 Single bills against one order as per supply order mentioning item code and other details will be accepted.

3.5 The reference of supply order should be submitted for payment.

4.0 SETTLEMENT OF DISPUTE, ARBITRATION

4.1 All disputes or difference arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled by the **Principal, PWC-IDLIS, Patna Women's College, Bailey Road, Patna-800001** in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators appointed by the **Principal, PWC-IDLIS, Patna Women's College, Bailey Road, Patna-800001** shall appoint a sole arbitrator. The decision of the sole arbitrator shall be final and binding on both the parties. It will not be an objection to any such appointment that the arbitrator is the Government servant and had any interest in the college or the contract entered into, directly or indirectly. In all cases, the arbitrator shall state his decision in writing. Arbitration proceedings shall be held at Patna, Bihar (India) and the language of arbitration proceeding and that all documents and communications between the parties shall be in English.

4.2 It is a term of the contract that the party invoking the dispute shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amount claimed in respect of each such dispute.

4.3 It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the **PWC-IDLIS, Patna Women's College** will be discharged and released of all liabilities under the contract in respect of these claims.

4.4 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Patna shall have exclusive jurisdiction in all matters arising under this Contract.

The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India.

The Supplier shall protect, absolve and indemnify the PWC-IDLIS, Patna Women's College, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

4.5 FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as, acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have duration of more than seven calendar days shall be considered cause of

force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer, may be extended or the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the vendor shall refund any amount advanced by the Purchaser and deliver back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

5.0 INJURY AND DAMAGE

Injury or Death of Persons The Supplier shall be liable for and shall indemnify the PWC-IDLIS, Patna Women's College against any liability, loss, claim or proceedings, whatsoever arising under any statute or law in respect of personal injury or death or any disability caused by the carrying out the works.

Damage to Property The Supplier shall be liable for and shall indemnify the PWC-CRL-IDLIS, Patna Women's College and insure and cause the manufacturers and subcontractors against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any occurrence in so far, as such, damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

6.0 ROYALTY AND PATENTS

6.1 The Supplier shall pay all royalties and licenses fee for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save the college against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from a claim by any person, firm or corporation that manufacture, purchase, use of sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the college, defend the college against any suit brought to enforce any such claim at the Suppliers expense.

6.2 In case any such patented item used on or in conjunction with the Works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the PWC-CRL-IDLIS, Patna Women's College the right to continue using the said item by suspension of the enjoinder, by procuring for the college a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non- infringing or with the college approval remove the said enjoined item and refund to the PWC-CRL-IDLIS, Patna Women's College the sums paid thereof.

7.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the expiry of the warranty period and all the payments have been made to the Supplier.

8.0 Forfeiture of earnest money: The earnest money will be forfeited in the following cases:

- (i) When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When bidder does not execute the agreement if any, prescribed within the specified time.

(iii) When the bidder does not deposit the security money.

9.0 Performance Security Deposit:

1. Successful bidder will have to deposit performance security equal to 10% of the value of the contract price.
2. Within thirty (30) days of notification of award from the PWC-IDLIS, Patna Women's College, the successful Bidder shall furnish the Performance Security in the form of bank guarantee issued by a reputable bank having license to do business in India or as bank draft payable to Principal, PWC- IDLIS, Patna Women's College at Patna for an amount equivalent to 5 % of the Contract Price, for the guaranty/warranty period.
3. Remaining 5 % shall be deducted from the bill after adjustment of earnest money (as described in Annexure V) submitted during bid submission.
4. No interest will be paid by the PWC-IDLIS, Patna Women's College, Patna on the performance security money.
5. The performance security money shall be refunded after the expiry of the period of guarantee / warranty and after being satisfied that there are no dues outstanding against the bidder
6. In case of non submission of performance security of 10%, the same will be deducted from the bill after adjustment of earnest money. The decision in this regards shall be obtained from PWC-IDLIS, Patna Women's College on request of the bidder.

10.0 Forfeiture of Performance Security Deposit

Performance Security amount in full or part may be forfeited in the following cases:-

- (a) When any terms and conditions of the contract is breached.
- (b) When the bidder fails to make complete supply satisfactorily
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the Principal, PWC-IDLIS, Patna Women's College, Patna in this regard shall be final.

11.0 The expenses of completing and stamping the agreement shall be paid by the bidder and the **PWC-IDLIS, Patna Women's College, Patna** shall be furnished free of charge with one executed stamped counter part of the agreement.

12.0 Insurance: The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to weather or otherwise viz., (war rebellion, riot, etc.). The insurance charges will be borne by the supplier and **PWC-IDLIS, Patna Women's College, Patna** will not reimburse such charges

13.0 Liquidated damages:-

(1) The time specified for delivery in the tender form shall be deemed to be the part of the contract and the successful bidder shall arrange supplies within the period from the date of supply order issued by the **Principal, PWC-IDLIS, Patna Women's College, Patna-800001.**

(2) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the bidder has failed to supply:-

(a) Delay up to one month of the prescribed delivery period 2.5%

(b) Delay exceeding two month of the prescribed period. 5%

(3) The maximum amount of liquidated damages shall be 5%

(4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply of goods.

(5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

14.0 Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary **be made from bills.** Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and, security deposit available with the department. In case recovery is not possible appropriate action will be taken under Bihar PDR Act or any other relevant law in force.

15.0 Inspection:

(a) **The Principal, PWC-CRL-IDLIS, Patna Women's College, Patna-800001** or his duly authorized representative shall have right for inspection of the instrument/equipment at premises of the bidder. In case of foreign supply, the bidder is required to submit the certificate of testing, materials and workmanship of the instrument /equipment machineries during manufacturing process or afterwards as may be decided.

(b) The bidder shall furnish complete address of the premises of his office, godown and workshop with contact number of responsible person where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business a letter of introduction from their bankers will be necessary.

16.0 Clearance of consignment from Customs:-

For imported items, Clearance of the consignment from Customs will be done by the bidder. Any amount paid as applicable under registration of Department of Science and Technology, Govt. of India for clearance of the consignment shall initially be paid by the bidder and the same shall be reimbursed by **PWC-CRL-IDLIS, Patna Women's College** after production of documentary evidences as actual, as per Govt. Rules. **The PWC-CRL-IDLIS, Patna Women's College WILL REIMBURSE THE CUSTOM CLEARANCE ONLY, NO OTHER CHARGES WILL BE BORNE BY THE COLLEGE.** The delivery of goods will be taken at departmental laboratory.

17.0 Demurrage charges: In case, any demurrage charges are paid to release the consignment from custom, it will be borne by bidder.

18.0 Rejection:

- i.** Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the **Principal, PWC-CRL-IDLIS, Patna Women's College**. However due to exigencies of PWC-CRL-IDLIS, Patna Women's College work, such replacement either in whole or in part, is not considered feasible, the Principal after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- ii.** The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which PWC-CRL-IDLIS, Patna Women's College shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.

19.0 The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good condition such loss and shortage found at the checking/inspection of the materials by the consignee. "No extra cost" on such account shall be admissible.

20.0 The **Principal, PWC-CRL-IDLIS, Patna Women's College** can repudiate the contract for the supply, at any time, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.

PRINCIPAL
PWC-CRL-IDLIS PROGRAM
Patna Women's College,
Bailey Road, Patna-800001,
Bihar

Annexure-I

**PWC-CRL-IDLIS PROGRAM
Patna Women's College
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in**

TENDER NOTICE No. PWC-CRL-IDLIS/LAB/INSTRUMENTS/01/2020 Dt. 29.02.2020

APPLICATION FORM (To be filled by the bidder)

1. Name and full address of the: Bidder including Telegraphic Address/Telex No. and Fax No.
2. Name and designation of the Head of the Firm/supplier and his Telephone No.
3. i) In case the supplier is located out of Bihar; specify the authorized Distributor's or Agent's Address in Patna, if any.

ii) Name, Designation, Address, Telephone & Fax Numbers of the Authorized Person who may be contacted during the process of the Purchase concerned under this document (Applicable to all the suppliers)
4. Instrument item Code Numbers quoted
5. Whether Earnest Money Deposited: Yes / No If yes , Amount in Rupees /Demand Draft No, Date, and Name of Issuing Bank
6. Tender document fees **Rs 2,000/- Details DD: Number, Date and Name of Issuing Bank**
7. Income Tax Clearance Certificate (Latest) with PAN Number :Yes or No

All the terms and conditions of the tender documents have been read carefully and are accepted.

Place:

Date :

Legally Binding Signature with stamp

PWC-CRL-IDLIS PROGRAM
Patna Women's College
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in

BID FORM FOR TECHNICAL BID (Please do not write the Price)

Bid for (Name of the Instrument)

Details showing quantity, specification and other details of the instruments offered (Instrument/Equipment code No_ _ _)

To be filled by bidder and must be kept marked as "Technical Bid part of the Tender"

S.No	Name of the Item	The Specification offered by the Bidder	Difference in the specifications of tender document and that of Bid, if any	Quantity	Unit price (excluding rates at col. No 7) indicated the name	Taxes and other expenditures (Sales Tax/VAT, C.S.T, freight, cost of installation & training (in case)	Total Amount (F.O.R in Rupees)
1	2	3	4	5	6	7	8
					PLEASE DO NOT WRITE RATES/ PRICE HERE	PLEASE DO NOT WRITE RATES/ PRICE HERE	PLEASE DO NOT WRITE RATES/ PRICE HERE

NOTE: If this sheet is not sufficient to accommodate the bid, additional sheets may be used containing the same Proforma but all such sheets including this one must be signed by the Bidder along with the seal. Separate Bid form should be attached for each equipment quoted for.

Signature with date & Stamp of the Bidder

PWC-CRL-IDLIS PROGRAM
Patna Women's College
Bailey Road, Patna- 800001, Bihar, India
Website: www.patnawomenscollege.in

BID FORM FOR PRICE BID (Name of the Instrument_ _____)

Details showing quantity, specification and other details of the instruments offered (Instrument/Equipment code No ____)

To be filled by bidder and must be kept marked as Financial Bid part of the Tender

S.No	Name of the Item	The Specification offered by the Bidder	Difference in the specification of tender document and that of Bid, if any	Quantity	Unit price (excluding rates at col. No 7) indicated the name of the currency (in figure & words)	Taxes and other expenditures (Sales Tax/VAT, C.S.T, freight, etc.	Total Amount (F.O.R in Rupees) Including all charges (in figure & words)
1	2	3	4	5	6	7	8

NOTE: If this sheet is not sufficient to accommodate the bid, additional sheets may be used containing the same Proforma but all such sheets including this one must be signed by the Bidder along with the seal. Separate Bid form should be attached for each equipment quoted for.

Signature with date & Stamp of the Bidder

ANNEXURE - IV

To be given by Principal Manufacturer

TENDER NOTICE No.PWC-IDLIS/LAB/INSTRUMENTS/01/2020 Dt. 29.02.2020

To,

THE PRINCIPAL

**PWC-CRL-IDLIS PROGRAMME
PATNA WOMEN'S COLLEGE
BAILEY ROAD, PATNA-800001
BIHAR, INDIA**

Sir/Madam,

We have examined the conditions of tender document and specifications of the instruments/ equipment, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, deliver and install the (Name of the equipment / instrument). Please add additional pages, if required. The above supply, installation shall be in conformity with the specifications and conditions of tender.

We undertake, if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated in the tender document.

We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

We are submitting a demand draft (payable at Patna) for Rs..... in favor of **the Principal, PWC-CRL-IDLIS, Patna Women's College** towards the earnest money. This Bid together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We or our authorized dealer shall provide the spares/service of equipment under warranty

/ guarantee and also during AMC after expiry of warranty / guarantee. If authorized dealer is not available or authorized dealer is changed, we (manufacturer) will be responsible for service / repair of the equipment supplied by us.

Dated this.....day of. 2015

Signature of authorized Person,
Name with Stamp & full Address.

ANNEXURE-V**Schedule of Earnest Money****List of instruments / equipment with code no. and delivery destination**

S.No	Description of Instrument	Instrument/ Equipment code No.	Qty. Nos	Estimated Cost (Rs in Lac per Number)
1	CHNS ANALYZER	E1	01	40

NOTE: Delivery should be at PWC-CRL-IDLIS, Patna Women's College, Bailey Road, Patna-800001, Bihar, India

ANNEXURE – VI A

LIST OF DOCUMENTS FOR THE RELEASE OF PAYMENT THROUGH L/C.

Equipment of Foreign Origin:

- 1) Four (4) copies of the Manufacturer's / supplier's invoice showing the Equipment's description, quantity, unit price and total amount
- 2) Original and Four (4) copies of the negotiable clean, on-board bill of landing marked freight prepaid and four copies of non-negotiable bill of landing;
- 3) Four copies of the packing list identifying contents of each package
- 4) Insurance certificate
- 5) Manufacturer's and Supplier's warranty certificate
- 6) Factory test and inspection certificate
- 7) Certificate of country-of origin

ANNEXURE – VI B

Equipment to be supplied by Indian Manufacturer:

Upon delivery of the Equipment to the transporters, the Supplier shall notify the college and mail the following documents to the college.

- 1) Four copies (04) of the Supplier's invoice showing the Equipment's description, quantity, unit price and total amount
- 2) Supplier's and/or Manufacturer's warranty certificate
- 3) Factory test & inspection certificate by manufacturer.
- 4) Insurance certificate

ANNEXURE – VII

(Only For Instruments and Equipment) Guidelines for Service Contract

(Annual Maintenance Contract / Comprehensive Maintenance Contract)

- 1. The proposals for maintenance of equipment should be submitted for 5 years (Charges per year) after guarantee period of minimum 36 months with spares & parts. The amount for the maintenance contract be mentioned for each equipment per year with tender document**
- 2. Two preventive maintenance & at least two breaks down visits per annum as and when required will be provided under service contract.**
- 3. The firm shall depute service engineer to attend break down calls within 72 hrs from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 72 hrs., **The Principal, PWC-CRL-IDLIS, Patna Women's College, Bailey Road, Patna-800001, Bihar** or an authorized officer of College on behalf will have the right to make the recovery by way of compensation @ 2% of the AMC Contract value per day. However firm shall not be responsible for delay in services due to non-availability of spares or due to any reason beyond its control & the duration of service contract will be increased /extended by such period.**
- 4. The payment will be made on half yearly basis after satisfactory service within 60 days from the date of receipt of the bill. Notwithstanding anything here-in-above provided it will be the responsibility of firm to see that the system including equipment as a whole (including accessories, software) is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification / servicing etc. The points of disputes being mutually decided circumstantially on which the decision of the undersigned shall be final and binding on firm subject to arbitration.**

Signature of bidder
With Date, Seal & Address

Principal
PWC-CRL-IDLIS Program
Patna Women's College, Patna

ANNEXURE– VIII

CHECK LIST FOR THE BIDDER

- 1.** Bid on filled original Tender form only (Annexure I)
- 2.** Separate EMD against each instrument / equipment.
- 3.** Earnest money or necessary documentary proof for exemption of earnest money with the Part I of the bid. The technical specification should be in Annexure II without quoting rate in the column no. six to eight.
- 4.** Price bid must be Part II of the bid in the form provided at Annexure-III of the tender document. It should be in a separate envelope.
- 5.** The Basic Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges, Training etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
- 6.** Do not use the terms As per Specification of Tender Documents' in respect of instruments. There should be proper write up of product quoted and supported with printed leaflets/ literature.
- 7.** In case the bidder desires to quote more than one item, separate envelope should be submitted (Technical bid in Annexure II & Price bid in Annexure III) for individual item super scribing item code number and name.
- 8.** With technical bid, the bidder should provide a copy of the price bid format (giving details of the items, accessories, spares etc.) without specifying the price other than one mentioned in Annexure-III of this tender document.
- 9.** The delivery of equipments/ accessories/ spares will be taken at Central Research Laboratory at Patna Women's College.
- 10.** The manufacturer will give an undertaking that during warranty and after expiry of comprehensive warranty period, if required, be responsible for annual Maintenance of the supplied item/equipment for providing AMC. Annexure- IV & VII
- 11.** The supplier has to provide Bank Draft as performance security deposit after receiving the supply order.
- 12.** The documents required for release of payment are mentioned at Annexure- VIA & VI B
- 13.** The Guidelines for AMC is available at Annexure- VII and format for submitting AMC charges is at Annexure- IX

ANNEXURE -IX

Form for submitting the AMC charges

Name of Equipment / Instrument (... ..)

Equipment / Instrument code No.....

The AMC charges per year

S.No.	Year	AMC Charges per year in Rs
1.	I	
2.	II	
3.	III	
4.	IV	
5.	V	

Signatures of Authorized Signatory

Place:

Designation

Date:

Seal

Specifications and required quantity of Instruments/Equipments

Specifications for CHNS Elemental Analyzer

PC Controlled Elemental Analyzer with all essential accessories for the quantitative analysis of Carbon, Hydrogen, Nitrogen, Sulfur in Diversified Soil matrixes based on Dynamic flash combustion technique followed by Time resolved Gas Chromatographic Separation and Thermal Conductivity Detection or thru separate Infra Red cells & Thermal Conductivity Detector.

Single or Dual High temperature Resistance Furnace with separate settable temperatures for Combustion up to 1000⁰C or more, Reduction up to 800⁰C or more with the flash temperature up to 1800⁰ C or more.

Detector : Thermal Conductivity or Infra Red or Both.

Measuring range- 0.0 to 100% , Up to 35 mg of Carbon in CHNS mode as reference point.

Sensitivity: Minimum 1 microgram (applicable for each elements)

Carrier Gas: Must have the facility to use either Argon or Helium as carrier gas.

Analysis Time: CHN – Less than 6 minutes, CHNS – Less than 8 and Oxygen- Less than 4 minutes.

Maximum Sample Mass: At least up to 100 mg or more.

CHNS Elemental Analyzer should have a minimum 60 positions, Pneumatically actuated Zero Blank Auto sampler ; Capable to accommodate the higher sample size or weight with commonly available 10x10mm and 5x9mm tin capsules for solids, viscous and liquid samples or through other Folding materials, disks, cones etc, compatible with carousel cavities. The auto sampler package must be complete & includes Pneumatic Control Unit and Silent Air Compressor.

Integrated Ash and Residues removal/extraction device, to remove the residues or ashes without extracting the reactor from furnace.

The Operating software should have full automatic instrument control, allowing for data reprocessing, preventive maintenance prompting, gas leak test and full diagnostic. Facility for to Perform Elemental Ratio calculations & determination of the simplest Empirical Formula.

CHNS Elemental Analyzer should be equipped a Semi-Microbalance of sensitivity up to 5 place i.e. 0.01 mg or more with facility for automatic weight transfer to Elemental Analyzer to avoid post script error.

NOTE: Elemental Analyzer must be supplied with

1. At least 1000 Consumables for CHNS analysis with appropriate Reference Standards e.g. Organic Reference Materials
2. Liquid sample preparation accessories / sealing device etc

3. PC (i5), or better version with HP Color inkjet printer
4. One Number of Combustion and carrier gas cylinders with gases each and pressure regulators along with necessary Tubing and connections.
5. Three KVA Servo Stabilizer.
6. Any other consumable required to run the system.
7. All fittings or cabling should be done by the suppliers required for CHNS free of cost.

Warranty: Two years on whole system from date of installation. Warranty for Furnace and other parts should be provided as actual by the manufacturer.