

Our Ref: SROL/3:4:1(AT)

08.05..2014

Dear Sir,

SUB: TENDER NOTICE

Bureau of Indian Standards, Southern Regional Test Centre, Chennai invites sealed bids, under two bid system (Technical bid and Financial bid) for supply of **POTENTIOMETRIC AUTO TITRATOR**, from eligible bidders.

2. The blank Tender document is available from **9 May 2014 to 30 May 2014** during the office hours. The Tender document can also be downloaded free cost from www.bis.org.in.
3. The bid can be submitted in the manner indicated in the tender document on or before **1500h, 2 June 2014**. The Technical bid will be opened **at 1530 h on 2 June 2014** at SRTC, BIS, Chennai.
4. The Bureau reserves the right to reject any or all the bids without assigning any reason.

Thanking you,

Yours faithfully,

(R. DHINAKARAN)
Sc.F & Head SRTC

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for supply of **POTENTIOMETRIC AUTOTITRATOR** as specified in the Schedule-3.

2. Issue of Tender Document:

2.1 The blank Tender document free will be available during the period indicated in the Schedule-4, during the office hours.

2.2 The Tender document can also be downloaded from the website of the Bureau (www.bis.org.in).

2.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. Language of Bid/Contract: The language of the Bid shall be in English and all correspondence, etc. shall conform to English.

4. Pre-bid Conference:

4.1 Pre-bid conference is **not applicable** in this case.

4.2 No alterations and additions anywhere in the Bid Document are permitted.

4.3 Any change that will be made in the Tender paper by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

5. Validity of Bids:

5.1 The Bids will be valid for a period Indicated in Schedule-4 from the date of its opening.

6. Earnest Money/ Bid Security:

6.1 The Bidder shall deposit with the Bureau a sum indicated in the Schedule-4, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, Chennai.

6.2 The failure or omission to deposit the Earnest Money (Rs. 30,000/- by DD/Pay Order in favour of Bureau of Indian Standards, Chennai) shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

6.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for supply of goods during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit, its Earnest Money Deposit will be forfeited by the Bureau.

6.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. Eligible Bidders

7.1 Only those Bidders, who fulfill the eligibility criteria as mentioned in the Schedule-4, are eligible to submit their Bids for supply of the goods. Rates how to be quoted:

Cost of the items should be mentioned clearly in the **Financial Bid** only. The following details need to be included:

a. Price break-up of main equipment and accessories and consumables to be supplied by the party. The rates quoted should separately indicate Basic Cost, Excise Duty, Customs Duty, Sales Tax, P&F charges, Freight, Insurance, VAT etc.

b. Rates quoted should specifically state Sales Tax, Excise Duty or any other taxes/charges. In absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same shall be entertained.

c. The Bureau pays full CST and neither Form C nor Form D is provided. Rebate on the quoted price, if additional equipment is procured for any other BIS Lab.

d. The Annual Maintenance Contract charges for three years following the expiry of warranty period. The rates quoted shall be valid for a period of 120 days from the date of opening of the financial bid of the tender. However, the current value of the foreign currency would be applicable at the time of placing the order.

e. The successful bidder is responsible for Packing, Forwarding, Freight & Insurance, Customs Clearance, Delivery at site and Commissioning and Training in a satisfactory manner without undue delay.

f. Value of CIF(Carriage Inward & Freight) Chennai, both by Airfreight and Ocean freight, where applicable may also be indicated.

g. In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to the Indian Agent in Indian Currency.

h. In case of imported items customs Duty Exemption Certificate as applicable will be submitted by BIS. The successful bidder have to obtain customs clearance and deliver the materials at our site.

8.1 The bidder is expected to work out his rates keeping in view the technical specifications as per Annexure-6 of the POTENTIOMETRIC AUTOTITRATOR & conditions mentioned clearly and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the Tender and all matters and things necessary for proper fulfilling his obligations under the Tender. The Financial Bid shall clearly indicate all taxes including Local taxes, etc. to be paid by the Bidder for the Goods to be supplied at specified places and claim for extra payment on any such account shall not be entertained.

8.2 A) Payment Terms:. The successful bidder shall furnish with in 15 days of placement of the order an unconditional Performance Bank Guarantee valid till 60 days after the warranty period from a Nationalized Bank for 10% of the order value. On acceptance of this condition and submission of Bank Guarantee, the Letter of Credit will be opened for 100% order value. If the firm fails to submit the same, the Contract shall be deemed as terminated and the firm will forfeit the EMD. The performance Bank Guarantee is to be given in the format enclosed at **Annexure 1** of this document.

B) **Payment to foreign suppliers :** 90% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through **Central Bank of India , Adyar, Chennai,** for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents or Cash Against Documents (CAD) through our Bankers. Balance 10% will be released after receipt of Performance Security and on completion of satisfactory installation, commissioning and demonstration of the whole system and on completion of training. However Letter of Credit/Sight Draft arrangement will be made for 100% order value. The Agency Commission to the Indian Agent, if any and payable by BIS will be paid only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for.

C) **Payment for Indigenous items:** 90% payment shall be made against delivery, installation, commissioning, training at site and on acceptance as per Purchase Order and balance 10% payment shall be made after the receipt of Performance Bank Guarantee from a Nationalised Bank, for 10% of the total order value, to be valid till 60 days after the warranty period.

9. Manner of Submission of Bid:

9.1 The complete Bid will be received as indicated in the Schedule-4, by depositing the same through the Bid Box or by post which reaches the specified place before the specified time. Post includes Speed Post, Registered Post.

9.2 E-mail or fax offers will be rejected.

10. Last Date for Submission: 1500 h on 2 June 2014.

10.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

11. Modification and Withdrawal of Offer

11.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

12. Contents of Bid Document

12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing the name of goods to be supplied as mentioned in the Schedule-4.

12.2 The envelopes shall contain the following:

Envelope No.1 (Technical Bid): This should contain all technical details alongwith commercial terms and conditions such as:

- (a) List of all the documents enclosed;
- (b) The EMD as indicated in clause 6.1 above or valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department;
- (c) Attested copy of the valid registration document if any
- (d) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. In case of a firm, partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by partners. In case of private limited/public limited companies, the power of attorney shall be supported by appropriate authentication and adequate evidence in support of the same shall be provided;
- (e) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- (f) **A statement showing the minimum Three Sale and installations of AutoTitrator to Govt or reputed R&D Laboratory in TamilNadu in the last three (3) years (Annexure-3) supported by Documentary Evidence.**
- (g) Compliance statement to Technical specification duly filled shall be submitted by indicating yes / no as relevant for all clauses. The Bidder shall submit the Bid which satisfies each and every condition laid down in Technical specification and Deviation with respect to the Technical Specification of the POTENTIOMETRIC AUTOTITRATOR if any shall be indicated in Deviation Statement Declaration as per Annexure-5 duly signed.
- (h) A declaration regarding black-listing and/ or litigations (Annexure-4)

Envelope No.2 (Financial Bid): This envelope shall contain item-wise price for the goods to be procured at specified places as per Schedule-3, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.

Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the name of goods to be supplied as mentioned in Schedule-4 and the name and address of the Bidder at the bottom left.

13. Other Important Points to be noted by the Bidder

- (a) The Financial Bid should be written both in words and figures at appropriate places and the details of currency shall be clearly indicated.
- (b) The Bidder shall submit the Bid which satisfies each and every condition laid down in the Technical Specification of the POTENTIOMETRIC AUTOTITRATOR

14. Corrupt or Fraudulent Practices

14.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

14.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

15 All goods shall be inspected by BIS preferably in the presence of supplier or his authorized representative, when the packages are opened in Labs on delivery and prior to installation. The decision of BIS shall be binding. Rejected items/goods/stores shall be removed by the supplier at his own cost and risk, within 30 days of receipt of notice for the removal of such goods, and no liability, whatsoever, on the Bureau shall be attached for the rejected/disapproved goods/items/stores.

16. Opening of Technical Bid

The Technical Bid of those bids received before the time and date specified in Tender Notice, will be opened on as per the specified program in the office as mentioned in the Tender Enquiry, in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

17 Shortlisting of Bidders

The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

18. Opening of Financial Bids

The Bureau shall open Envelope No.2, at a later date, and the rates quoted by the bidder in price schedule (Schedule-3) shall then be read out.

19 .Acceptance of Bid

Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

20. Process to be Confidential

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

21. Performance Security

To ensure due performance of the Tender, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance

Security will be furnished in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or a Bank Guarantee as per format indicated in Annexure-1.

22 Execution of Contract Document:

22.1 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, if any, as applicable on the date of the execution.

23. Rights of the Bureau

23.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the supply of the Goods in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved. The Supplier will supply the Goods at Chemical Laboratory, Southern Regional Test Centre, Bureau of Indian Standards, SRO, CIT Campus, Tharamani, Chennai – 600113.

23.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

24. Notice to form Part of Contract:

Tender Notice and these instructions shall form part of the Contract.

25. Address of Correspondence:

All correspondence shall be addressed to :

Sc-F&Head, Southern Regional Test Centre, SRO, Bureau of Indian Standards, CIT Campus, Tharamani, Chennai – 600113.

SCHEDULE - 2: CONDITIONS OF CONTRACT

1 DEFINITIONS:

- i) 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- ii) 'Goods' shall mean the items to be supplied to the Bureau by the Contractor as stated in the Tender and shall include installation and other services that are prescribed in the Tender document.
- iii) 'Contract' shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- iv) 'Contract Amount' shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- v) 'Competent Authority' shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vi) 'Government' shall mean the Central Government.
- vii) 'Bureau' shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) 'Director General' shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- ix) 'Approved' shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- x) 'Specification' means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- xi) 'Tender' means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Goods.
- xii) 'Bid' means the Contractor's priced offer to the Bureau for the supply of the Goods at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.

xiii) 'Letter of Acceptance' means the formal acceptance by the Bureau.

xiv) 'Commencement Date' means the date upon which the Contractor receives the notice to commence the supply of Goods at specified places.

xv) 'Time for Completion' means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.

xvi) 'Annexure' referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.

2. PARTIES TO THE CONTRACT:

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. Performance Security

The successful bidder shall furnish with in 15 days of placement of the order an **unconditional Performance Bank Guarantee** valid till 60 days after the warranty period from a Nationalized Bank for 10% of the order value. On acceptance of this condition and submission of Bank Guarantee, the Letter of Credit will be opened for 100% order value. If the firm fails to submit the same, the Contract shall be deemed as terminated and the firm will forfeit the EMD. The performance Bank Guarantee is to be given in the format enclosed at **Annexure** of this document

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. CONTRACT DOCUMENTS:

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) Tender Notice and Tender Document
- ii) Purchase order
- iii) Any other correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor's Offer

5. Quantity of Goods / Place of supply / Persons who can place orders.

The present requirement is only One number of POTENTIOMETRIC AUTOTITRATOR which has to be supplied at Chemical Laboratory, SRTC, BIS,SRO,Chennai. Goods can be ordered by Sc-F & Head of SRTC only who is authorized by the Bureau to place orders against this Contract.

6. Validity of Bids:

The rate quoted shall be valid for a period of 120 days from the date of opening of financial bid documents.

7. Transportation:

The supplier is required to ensure having an import license for the equipment quoted where applicable as per GOI guidelines. Custom duty as applicable shall be payable by BIS. The Goods shall be delivered at Chennai as indicated and shall include loading, unloading and transportation. The Goods damaged during transportation shall have to be replaced at Contractor's cost. Bureau will provide Customs Duty Exemption Certificate for imported items as applicable, and the successful bidder shall be responsible for necessary customs clearance.

8. Quality of Goods

All Goods to be supplied by the Contractor shall be in conformity with the Technical specifications as laid down in Schedule – 3 of this contract and the Contractor shall, furnish proof to the satisfaction of the Competent Authority that the materials so comply in the form of a statement to be submitted in the Technical Bid.

9. Inspection

The supplier shall ensure that the material conforms to all specification contained in the Contract. The Competent Authority will carry out inspection of the Goods supplied to confirm their conformity to the Contract specification/quality.

The Competent Authority shall be entitled at any time to inspect and examine any Goods intended to be supplied either at the factory, godown or at any place(s) where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

The Competent Authority shall have full powers to require removal of any or all of the Goods supplied by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Bureau. In case of default on the part of the Contractor in removing the rejected materials, the Competent Authority of the Bureau shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

10. Warranty

The equipment alongwith all accessories is to be guaranteed for trouble free performance for a **minimum period of three years after installation**. The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement at site, wherever necessary. **The last six months of the warranty period shall be free of complaints, failing which the warranty period will get extended by another six months, which again shall be trouble free.**

11. Liquidated Damages for delayed supply

If the supplier fails to Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of one percent value of the Purchase Order awarded, per every week delay subject to a maximum of 10% of the total value of the order and such money will be deducted from any money due or which may become due to the supplier.

12. Risk purchase

In case the Contractor fails to deliver the quantity as stipulated in the delivery schedule, the Bureau reserves the right to procure the same or similar Goods from alternate sources at the risk, cost and responsibility of the Contractor.

13. Imposition of fines / penalty

The Contractor shall be liable for the penalties for deficiency in the Goods/ services as indicated in SCHEDULE-3.

14. Payments Terms

Payment to foreign suppliers : 90% payment shall be made after receipt of the material and satisfactory installation at our site by NEFT transfer only to the account number mentioned in the Bid document from **Central Bank of India , Adyar, Chennai**, for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning and demonstration of the whole system and on completion of training. However Letter of Credit/Sight Draft arrangement will be made for 100% order value. The Agency Commission to the Indian Agent, if any and payable by BIS will be paid only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for.

Payment for Indigenous items: 90% payment shall be made against delivery, installation, Commissioning, training at site and on acceptance as per Purchase Order and balance 10% payment shall be made after the receipt of Performance Bank Guarantee from a Nationalised Bank, for 10% of the total order value, to be valid till 60 days after the warranty period.

15. Indemnity:

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

16. Corrupt or Fraudulent Practices

The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

17. Bureau may terminate the order, if

- (a) The Contractor becomes insolvent;
- (b) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (c) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (d) Serious discrepancy in the quality of the Goods is noticed during the inspection.

- (e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
- (f) If the Contractor is in breach of any law or statute governing the supply of Goods/ Services;
- (g) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (h) The Contractor enters into voluntary or involuntary bankruptcy, or Liquidation.

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

21. Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Bureau.

22. Publicity

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

23. Disputes & Arbitration

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

24. Mode of serving Notice

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

25. Governing language

Governing language for the entire contract and communication thereof shall be English only.

26. Law:

The contract shall be governed and interpreted under Indian Laws.

27 .Legal Jurisdiction

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

28. Stamp duty:

The Contractor shall bear and pay any stamp duty and registration charges if any, in respect of the supply.

SCHEDULE - 3 : SCHEDULE OF REQUIREMENTS

Goods to be procured under the Tender :POTENTIOMETRIC AUTOTITRATOR

Quantity: One Number complete with all accessories

Technical Specifications : As enclosed in Annexure-6.

Warranty : Three years from the date of Commissioning

Training : Complete Training as per Potentiometric Method referred Indian Standard IS 2112 / IS 2113 for Testing of Silver in Silver Jewellery/Artefacts shall be provided for a minimum of Four working days at our site for employees of the Bureau.

Place of Delivery, Installation and Commissioning :

**Chemical Laboratory,
Southern Regional Test Centre,
Bureau of Indian Standards,
CIT campus, Tharamani, Chennai – 600113.**

Delivery : Four to Five week from the date of placing of Purchase Order.

**SCHEDULE – 4 - SPECIFICATION & ALLIED TECHNICAL
DETAILS**

1. Eligible Bidder: Bidders should
 - (i) have authorization from manufacturer against this Bid valid throughout the period of the contract, in case the firm(s) is not manufacturer of the items (original copy has to be attached).
 - (ii) **A statement showing the minimum Three Sale and installations of AutoTitrator to Govt or reputed R&D Laboratory in TamilNadu in the last three (3) years (Annexure-3) supported by Documentary Evidence.**
 - (iii) not have been blacklisted by the Deptts/Ministries of the Govt. of India.
 - (iv) The bidder shall ensure that the instrument is GLP compliant.
2. Quantity of Potentiometric Autotitrator required : One
3. Availability of Tender Documents: BIS, SRTC, Chennai
4. Method/manner for Submission of Bids: Direct / Post/ Regd Post/ Speed post . Last Date for submission of bids : 2 June 2014.
6. Earnest Money Deposit: Earnest Money Deposit(EMD) of Rs. **30,000/-** (RUPEES THIRTY THOUSAND ONLY) must be sent in a separate envelope along with your Technical bid in the form of a Demand Draft, Banker cheque from a Nationalized Bank, drawn in favour of BUREAU OF INDIAN STANDARDS payable at Chennai 600 113. The EMD of the successful bidder will be returned only after installation, commissioning, satisfactory demonstration and acceptance of the equipment by the user Scientist/HOD as per the terms of our purchase order. The EMD of the unsuccessful bidders whose technical bid has not been found suitable will be returned within one month from the date of opening of the tender.
7. Validity of Bids: 120 days from the date of opening of financial Bid
8. Opening of Bids: The Technical bid will be opened at 1530 h on 2 June 2014 at BIS, SRTC Laboratory at Chennai in the Laboratory Secretariat.
9. Authorized Officer on behalf of the Bureau for this tender/contract: , Sc-F & Head, SRTC,BIS,Chennai.

**SCHEDULE -5 : OTHER STANDARD FORMS, IF ANY, TO
BE UTILIZED BY THE PURCHASER AND THE BIDDERS.**

1. Annexure-1 FORM OF BANK GUARANTEE BOND
2. Annexure-2 DETAILS TO BE FURNISHED BY THE
BIDDERS
3. Annexure-3 DETAILS OF THE SIMILAR TYPE OF
GOODS SUPPLIED BY THE BIDDER DURING LAST 3 YEARS
4. Annexure-4 DECLARATION REGARDING BLACK-
LISTING AND/ OR LITIGATIONS
5. Annexure-5 DEVIATION STATEMENT FORM
6. Annexure- 6 TECHNICAL SPECIFICATION

ANNEXURE-1

FORM OF BANK GUARANTEE BOND

PERFORMANCE SECURITY FORM

To _____ (Name of Purchaser)

WHEREAS _____ (Name of supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. _____ dated _____ to supply _____ (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2014.

Signature and Seal of Guarantors

Date -----2014.

Address -----

Annexure-2

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
2. Details Registration/Import licence if any with validity date:
3. Address for Communication:
4. Telephone No.:
5. E-mail:
6. Manufacturers Name and Address (if different);
7. Bank Account Details.
6. Details of Proprietor/Partner/Director /Authorised Signatory
Name Address
7. PAN, TIN Number of the Firm/Company :
8. Service Tax Registration No.:
9. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Date

Annexure-3

Details of the similar type of Goods supplied by the Bidder during last 3 years

A statement showing the minimum Three Sale and installations of AutoTitrator to Govt or reputed R&D Laboratory in TamilNadu in the last three (3) years (Annexure-3) supported by Documentary Evidence.

Annexure-4

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India

Dated the

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company :

ANNEXURE-5

DEVIATION STATEMENT FORM

The following are the particulars of deviations from the requirements
of the tender document and specifications:

TENDER CLAUSE	DEVIATION	REMARKS INCLUDING JUSTIFICATION

**Annexure – 6 TECHNICAL SPECIFICATION:
Potentiometric Auto Titrator**

Technical Specifications	Compliance statement of bidder. Please confirm yes or no.
Auto – Titrator must be capable to perform complete Silver Testing Methods as per IS 2112/IS 2113.	
Instrument must have Equivalence point titration with dynamical or incremental titrant addition and Endpoint titration with incremental or continuous titrant addition for a quick result with high accuracy and precision and easy to set the control parameters like Equilibrium or timed increment measured value acquisition, pre-dispensing possibilities.	
Titrator should be supplied with beakers in which samples can be directly prepared and attached titration stand so that there is no loss of sample while transfer	
Auto – Titrator must have Plug and Play Burettes i.e. it should detect the titrant automatically.	
Auto – Titrator must be supplied with 20mL Burette.	
Auto – Titrator must have Plug and Play Sensors for Silver Electrode.	
The Instrument should have the hot plug and play facility to detect Burette and stirrer.	
Automatic Burette recognition with titrant and titer data.	
Connectivity of peripherals like PC, Printer, and Memory stick and barcode reader should be possible	.
. Instrument must have help for all titration function for easy navigation of menus in the manual or as a built in function	.
The instrument must have a LCD Graphic display or the color screen display for better visibility with on-line graphics capability of various curves like E-V, Derivative curve.	
Instrument must have propeller stirrer which prevent vortex formation and enables better mixing for fast response of electrode with variable speeds and also prevents electrodes from breakage due to magnetic type of stirrers.	
Auto – Titrator should have Connectivity Options of Ethernet and USB	
The Auto – Titrator System must be Closed System.	
Auto – Titrator must have Direct Connectivity to Balance for direct weight transfer from balance to titrator.	
Autotitrator should have capability user's different home screen with login and password, so that the methods and settings can be prevented from any un intentional changes.	
Instrument should have possibility to start method or any functions with one click, for ease of operator.	
TECHNICAL SPECIFICATIONS	
Measurement Range : +/- 1200 mV with Resolution of 0.1 mV	
Temperature Measurement Range : - 20 to +130 deg C with Resolution of 0.10 C	

Burette Resolution : 1/20,000 of Burette Volume	
Burette for Fill and Drain Time : 20 S	
Display : LCD graphic display or QVGA 5.7" Colour TFT	
The instrument must have facility to do the following titration methods	
Equilibrium controlled or timed increment titration to multiple equivalence point.	
Equivalence point correspondence to steepest jump in titration curve, threshold value or specified range in pH or mv	
Ion Selective Electrode measurements with built-in software Result in mv and ppm with built in formula for result calculation.	
The instrument must be cable of displaying and printing, Table of Measured Values: Information includes volume of titrant, increment size, signal after every increment, change in signal with every increment, first derivative, time, and indication of predisensing and EQP's	
The instrument must have Titrant Database, expiry dates Clear Calculation formulas	
Display & Print out of records as per Good Laboratory Practice i.e. weight, volume, concentration sample name, operators name, date, time, titration curves, result tables, first derivative, second derivative and statistical calculations.	
It should be possible to connect An external auto sampler for multiple samples in a series.	
Instrument should have Built-in 2 USB port can be connected to PC, Printer, Memory stick or Barcode Reader	
The instrument should have facility to connect with the software and should be possible to work from terminal as well as from PC. It should be possible to view curves online results simultaneously on the instrument terminal as well as on PC.	
100 cups, one number of pH electrode, Appropriate Reagent bottles and all standard accessories necessary for Silver testing has to be provided. Desk top Computer latest model exclusive for use with Potentiometric Autotitrator to be provided with appropriate software. Laserjet printer to be supplied. All necessary consumables and spares for smooth operation of the Potentiometric Autotitrator to be provided. Appropriate rating UPS to be provided alongwith the instrument.	
Onsite comprehensive warranty of three years after Installation for the main equipment and all critical spares to be provided.	

Signature and seal of the company

Name of the bidder with seal