

Center of Innovative and Applied Bioprocessing (CIAB)  
(A National Institute under Department of Biotechnology, Government of India)  
C-127, Industrial Area, Phase VIII, S.A.S. Nagar,  
Mohali-160071 Punjab, INDIA

No. CIAB -1(121)/15-16/N-Pur

15 March, 2016

**Tender Notice**  
**Procurement of Refrigerated Water Bath**

Sealed Tenders are invited from manufacturers/authorized distributors/dealers, hereinafter referred to as agency, to provide **Refrigerated Water bath** for Centre of Innovative and Allied Bioprocessing (CIAB), Second Floor, C-127, Phase-VIII, Industrial Area, S.A.S Nagar, Mohali-160171, Punjab (INDIA)

**2. ELIGIBILITY CONDITIONS**

The Agency which meets the following criteria is only eligible to apply:

- a) The agency should have Permanent Account Number (PAN) under the Income Tax Act, 1961. Copy of the PAN card should be enclosed with the technical bid.
- b) The agency should not have been blacklisted by any government organisation/PSU in the past.
- e) If the above items are proprietary, Please provide the proprietary certificate duly signed by principal.
- d) Certificate of Authorized distributor/ agent to sell the quoted products duly signed by principals.
- e) The agency must provide the **user list** of those, who are using quoted model of **requisite Refrigerated Water bath for last three years**.
- f) The Institute is having exemption for the payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

- 3) SUBMISSION OF BIDS:** The agency should submit the **Financial Bid** by furnishing details as per **Annexure-III & IV**. The **Bid Documents** should be placed inside a sealed cover envelop super scribed as **"Tender Notice Ref CIAB/1(121)15-16/N Pur for Supply of Refrigerated Incubator Shaker for**

**CIAB**". The tender should be addressed to **Chief Executive Officer, Centre for Innovative and Allied Bioprocessing, C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160071 Punjab, INDIA**. It may be dropped in the drop-box latest by 3.00 p.m. on or before **14 April, 2016** at the above mentioned address or may be sent by courier/registered/speed post so as to reach **CIAB** by 3.00 p.m. on or before **14 April, 2016**. Any bid received after the prescribed deadline will be rejected.

- 4) **OPENING OF BIDS:** The Financial Bid will be opened at **03:30 p.m. on 14 April, 2016** at CIAB office, **C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160071 Punjab, INDIA** in the presence of the bidders or their representatives.
- 5) **REJECTION OF BIDS:** Canvassing by the agencies in any form, unsolicited letters and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
  - a) Bids of the firms not fulfilling any or all of the conditions given in this notice are liable to be rejected.
  - b) CIAB reserves the right to cancel/reject any or all tenders without assigning any reason thereof.
  - c) Late or delayed/Unsolicited quotations/offers shall not be considered at all.
- 6) **VALIDITY OF OFFER:** The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** from the date of opening of the quotation.
- 7) **PROBALE DATE OF SUPPLY:**
  - a) The delivery period should be specifically stated. EX-Stock and earlier delivery may be preferred.
  - b) Samples wherever asked for will not be paid for these should be delivered in the office of the undersigned securely labelled and packed. In case of terms who submit the samples through Railways/Road Transport the freight should be prepaid and RR should be in favour of Stores and purchase of CIAB, Mohali.
- 8) **REASONABILITY OF PRICES:**
  - a) Please quote best prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.**
  - b) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CIAB to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate format in the enclosed file (**Annexure-II**).
  - c) The rates quoted should be in Nos and words both.
- 9) **SPECIFICATIONS:**
  - a) Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the

quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model/make/date of Manufacturing quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

- b) The technical specifications shall be evaluated for acceptability and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the CIAB requirement.

**10) PAYMENT CONDITION: Payment on Bill Basis after supply:** For the supplies the payment will be made through NEFT/RTGS/TT only after satisfactory Supply or installation, commissioning and performance of the equipment at CIAB within 30 days from accepting the supply/satisfactorily installation.

**11) NO ADVANCE PAYMENT: No Advance payment, in any case, will be made to any supplier.**

**12) INSPECTION:**

- a) The inspection of the material/item/system will be done by our technical expert /Scientist in the presence of firm's representative.
- b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the lab or CIF basis till satisfactory installation of the system.
- c) The supplier **should arrange for physical Inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instd. to ascertain the date of arrival of consignment.

**13) PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- a) Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.
- b) In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order.
- c) If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the Indenter shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

**14) ACCEPTANCE OR REJECTION OF OFFER:** The Chief Executive Officer, CIAB, Mohali reserves the right to accept or reject any quotation in part or full without assigning any reason thereof.

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The successful bidder should submit Order acceptance within 15 days from the date of issue to your successful bidder.

- 15) PAGE NUMBERING & SIGNATURES:** Your offer should be duly page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.
- 16) INTERIM ENQUIRIES:** No interim inquiries will be attended.
- 17. EARNEST MONEY DEPOSIT (EMD):** The technical bid should be submitted with an earnest money of Rs. 20,000/- (**Rupees twenty thousand only**). The EMD should be submitted in the form of a Demand Draft/Pay Order drawn in favour of “**Drawing & Disbursing Officer, Centre of Innovative & Applied Bioprocessing**” payable at **Mohali, Punjab**. Tenders without EMD will be rejected. EMD of the unsuccessful bidders will be returned after the completion of the tender process. EMD of successful bidders will be retained as security till 60 days after the completion of supply of the specified items. No interest shall be paid on the EMD. In case the successful bidder withdraws or if details furnished by any bidder in the bid are found to be incorrect or false during the tender process, his EMD will be forfeited.
- 18. TERMS AND CONDITIONS:** The agency selected shall not sublet the deal to any other firm/agency. The agency shall complete the supply of the items within two weeks from the date of placement of the purchase order.
- 19. GUARANTEE & WARRANTY:** The agency will be responsible to fulfil the guarantee/warranty as specified/offered by the OEM at site for the items supplied.
- 20) FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. **If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.**

(Hardip Singh)  
Stores & Purchase Officer

**Tender Notice**  
**Procurement of Refrigerated Water Bath**

**INSTRUCTIONS TO THE BIDDERS**

1. The bidders must agree to undertake the supply of items at the premises of CIAB.
2. The Quotation Should be addressed to the Chief Executive Officer, CIAB, Mohali invariably giving on the envelop Reference No. with date and Due date with time.
3. The Quantity mentioned in this inquiry and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
4. The quotation should be enclosed in a sealed envelope.
5. Firms will quote separately for each article.
6. **Sales Tax:** We are not authorized to issue any Sales Tax Form 'C' & 'D'.
7. The Quoted price should be **F.O.R, CIAB, Mohali.**

ANNEXURE - II

**PRICE REASONABILITY CERTIFICATE**

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_\_\_\_ dated \_\_\_\_\_ for (Currency) \_\_\_\_\_.

We would like to certify that the quoted price are the minimum and we have not quoted the same services on lesser rates than those being offered to CIAB to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

( \_\_\_\_\_ )  
Signature of the tenderer  
Official Seal

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**Schedule of Requirement**

Name of the Tendering Agency:

SL No	Item Description	Qty
1.	Refrigerated Water Bath	01

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**Technical Specification for Required Services**

<b>(1)</b> <b>Sl.</b> <b>No.</b>	<b>(2)</b> <b>Required Services</b> <b>With Specifications</b>	<b>(3)</b> <b>Whether the items specified in column</b> <b>(2) will be supplied. Write Yes or No,</b> <b>as the case may be.</b>
1	<p><b><u>Procurement of Refrigerated Water Bath</u></b></p> <ul style="list-style-type: none"> <li>➤ Body Stainless steel,</li> <li>➤ Temperature range of at least -25°C to – 150°C;</li> <li>➤ Bright multi display with resolution of at least 0.1°C</li> <li>➤ Absolute temperature calibration; temperature stability at least ±0.05 °C</li> <li>➤ 10-15 litre reservoir with large opening</li> <li>➤ Low noise operation</li> <li>➤ Active cooling control</li> <li>➤ High temp cut off, adjustable</li> <li>➤ Liquid level sensor, Low liquid level protection</li> <li>➤ Circulation at least 10 litres/min circulation, adjustable</li> <li>➤ ISO 9000 certification or equivalent or better</li> <li>➤ Provision of proper ventilation</li> </ul>	

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**Financial Bids Documents**

Name of the Tendering Agency:

(1) SL No	(2) Item Description with Specifications	(3) Rate in Rs. (Per unit) (excluding taxes)	(4) Qty	(5) Total Amount in Rs. (Col. No.3x4)
1.			01	
2.				

**Certificate**

It is certified:

- i) That I/ we have gone through and understood the requirements given in the CIAB Tender Notice no. CIAB/1(121)15-16/N Pur dated 15 **March, 2016** and rates have been quoted accordingly.
- ii) That the terms and conditions given in the tender notice are acceptable to to me/us.
- iii) That the information furnished by me /us is true and correct.
- iv) That the agency has not been blacklisted by any Government organization/department.

Dated.....

Name & Address of the firm

**Authorized Signature & Seal of the Firm**