



CENTRE OF BIOMEDICAL RESEARCH

(Formerly Centre of Biomedical Magnetic Resonance)

An Autonomous Centre of Govt. of U.P.

Sanjay Gandhi Postgraduate Institute of Medical Sciences Campus, Raebareli Road, Lucknow – 226014, U.P. (INDIA)

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TENDER NOTICE

Sealed offers are invited in two-bid system i.e. Technical Bid (Part-I) & Price Bid (Part-II) from the reputed authorized dealers/distributors for the supply of "MAC Book Pro Laptop", as per tender conditions as stipulated in the tender documents. **Tender documents duly filled in will be received by speed post/ regd. post/courier in the office of Centre of Biomedical Research (CBMR).** For detailed information, you may please visit our website <http://www.cbmr.res.in>. The tender documents can be downloaded from above website to submit the sealed offers. Bids will be opened in the presence of the bidders on scheduled date and time. Director reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The institute will not be responsible for any postal delay.

Director

Tender No.: CBMR/PUR/562/2018-19

Sl. No.	Tender No.	Name Of Equipment	Estimated Cost (₹)	Qty.	Tender Fee (₹)	EMD (₹)	Last Date of Submission of Tender up to 4.00 p.m.	Date of Opening of Tech. Bid at 03:00 p.m.
1.	CBMR/PUR/681/2020	MAC Book Pro Laptop	1,50,000.00	01 No.	1,180.00	2,500.00	22.12.2020	23.12.2020

Technical Specifications for MAC Book Pro Laptop

Sl.	Specification	Required
1	Processor	Intel Core i5
2	RAM	8 GB RAM
3	SSD	512 GB
4	Screen Size	13"
5	Warranty	Standard warranty given by the company
6	8 th Generation macOS CATALINA	

Special Terms & Conditions for Submission of offer for Mac Book Pro Laptop

- Offer should be made in two-bid system i.e. Technical Bid (Part-I) & Price Bid (Part-II).
- The price should include minimum accessories needed for the equipment. The optional accessories may be mentioned separately.
- The technical details should have detailed specification of the equipments.
- Quote should include proper installation & demonstration of each equipment.
- A list of quoted equipment sold by you in government organizations with full address of the organization & detail of equipment & accessories including model no. to be provided separately in the technical bid.
- Provide the size and dimensions of the equipment in same units as asked for.
- EMD, GST/Income Tax Clearance Certificate and all other information required as per our tender documents, must be furnished with technical bid only.
- Name of the bid, tender no. with due date must be mentioned at the top of the envelope.
- Both the technical bid and price bid sealed separately should be submitted in a separate sealed envelope.

General terms & conditions should be compiled with while submitting the tender

1. Tenders should be submitted to the office of Centre of Biomedical Research (CBMR), SGPGIMS Campus, Raebareli Road, Lucknow 226014 (UP), India, under the sealed cover by speed post/ regd. Post/ courier, failing which the tender shall be disqualified.
2. The tender terms and conditions be clearly typed or legibly written giving the full name and address of the tenderers. The tenderers should quote in figures as well as in words the rates and amount tendered by him/them. Alteration, if any unless legibly attested by the tenderers, with their full signature, shall invalidate the tender. The tender should be signed by the tenderers himself/themselves or his/their authorized agent on his/their behalf. In case the tender is signed by the agent the authority letter in his favour shall be enclosed with tender documents.
3. Sealed Tenders should be submitted in two-bid system (Technical Bid & Price Bid) consisting earnest money (as specified in tender notification). The Earnest Money and Technical Bid shall be submitted in first part while Price Bid is submitted in second part, both separately sealed.
4. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.
5. Delivery schedule with definite date of delivery at destination taking into cognizance of transit facilities must be indicated. This contractual delivery date/period should be inclusive of all the lead-time.
6. The tenderers should clearly state whether he/they are manufacturer, accredited agents or sole representative (indicating the name of Principal) on the top of the Bid.
7. The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions. No Enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.
8. The quantity shown in the schedule may be increase or decrease or any extent depending upon the actual requirement.
9. The tenderer shall specify after sales services facilities within the Guarantee/Warranty period. The warranty period will be extended for the period of the Instruments remain out of order during warranty period.
10. The tender shall also confirm the Installation, Commissioning, Demonstration and Training to the concerned of this Centre.
11. The tenderer shall submit the pre-requisite information like civil works/ Electrical details etc. within 2 weeks from the date of receipt of order or establishment of letter of credit as the case may be.
12. The Centre reserves the right to cancel/reject in full or any part of the tender which generally do not fulfill the conditions stipulated in the tender without assigning any reason.
13. Any action on the part of the tenderer to influence anybody of the Centre will make his tender liable to rejection.
14. The tenderers shall submit the offer with in original copy of the tender documents duly signed on each page. Item-wise rates indicating units can be offered on letter head of the firm.
15. In the case of placement of Purchase Order, the vendor (the tenderers whose tender is accepted) shall have to confirm the purchase order within 7 days from the date of the dispatch of purchase order otherwise it will be deemed that offer is acceptable to the firm.

Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & omission Expected" basis. However, if the supplier notices any mistake in the contentions of the order, he must bring the same to the notice of the Centre and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.

16. The Centre may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered in the specifications or drawings. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment of price/delivery, where requires on a reasonable basis by mutual agreement in writing which should be communicated.
17. The Centre reserves the right to cancel the purchase order or any part thereof and shall be entitled to revise the contract wholly or in part by a written notice to the vendor, if:-The vendor fails to comply with the terms of the purchase order including specifications and other technical requirement. The vendor becomes bankrupt or goes into liquidation. The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly. A receiver is appointed for any of the property owned by the vendor.
18. Upon receipt of the said cancellation notice, the vender shall discontinue all works of the purchase order and matters connected with it.
19. As specified in Tender Notice, the bidder shall submit the required **Tender Fee (non-refundable) of ₹ 1,180.00 (Rupees One thousand one hundred and eighty only) separately for each tender in shape of DD in favour of "Director, CBMR, Lucknow",** which should be enclosed in Technical Bid. **Submission of Tender Fee is Mandatory to all.**
20. Earnest Money (₹ 2,500/- as specified in tender notification), be paid in shape of FDR/TDR, drawn in favour of the **Director, CBMR and payable at Lucknow (U.P.), India.**
21. The tenderer shall also furnish **Performance Bank Guarantee @ 15%** of the order value or (FOB) value, in favour of Director, CBMR, at the time of shipment or supply of goods and this will be released after the successful completion of warrantee period.
22. Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labor and/or variations in taxes, duties and other levies on raw materials and components may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
23. **The price should be on F.O.R. CBMR, Lucknow basis** inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of GST should be clearly indicated wherever chargeable.
24. The offer of the tenders shall remain valid for a period of 180 days from the date of opening of the tender.
25. All goods or materials shall be supplied by the tenderers whose tender is accepted, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated any alterations of those conditions shall not be made without the consent of the Centre in writing which must be obtained before any work against the order is commenced. All material furnished by the seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Centre) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Centre) and shall be free from faculty design (to the extent such design is not furnished to the Centre) workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects with all operating conditions, if any, specified in this order.

26. The Equipment supplied shall carry a warranty of 1 year (12 months) from the date of satisfactory Installation and commissioning of the equipment. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time from the date of Installation, the same shall promptly as possible make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials function in accordance with the specification and to fulfill the foregoing guarantee/ warranty. The above warrantee period should be included in the basic price of the equipment.
27. The Centre may at his option, remove such defective materials at the seller's expense in which event the seller shall, without any cost to the CBMR and as promptly as possible, furnish and install proper materials, repaired or replaced materials shall be similarly guaranteed for a period of not less than 24 months from the date of shipment.
28. In the event that the materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order, rectification is required at site, the CBMR shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice to meet and agree with representative of the CBMR the action required to correct the deficiency.
29. If the seller fails to attend meeting at site within the time prescribed above, the CBMR shall immediately get the same rectified the work/materials and seller shall reimburse the Centre all costs and expenses incurred by the CBMR in removing such trouble or defect.
30. 100% payments shall be released within 30 days from the date of satisfactory receipt of materials. *Performance bank guarantee of the ex-works price or FOB value shall be submitted to the Centre before arranging the delivery till expiry of warranty period.*
31. The mode of payment will be through irrevocable letter of credit/Cheque. However, Indian Agency Commission or Technical Services charges would be paid in Indian rupee after satisfactory receipt & installation of goods at site. Indian Agency Commission will be declared in the price-bid.
32. Time delivery as mentioned in Purchase order shall be the essence of the order and no variation shall be permitted except with prior authorization in writing from Purchaser.
33. In the event of delay in making delivery on the part of the vendor, it will be at purchaser's discretion to receive delivery with a reduction in price of the article/or equipment.
34. Forced majored shall mean and be limited to the following:

Any war/hostilities, Any riot or civil Communication, Any earthquake, flood, tempest, lighting or other natural physical disaster, Any strike, or lock-out (only those exceeding ten continues days in duration) affecting the performance of the seller's obligations.

The seller shall advise the CBMR by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such Forced Majeure conditions, in the event of delay lasting over one month, if arising our causes of Force Majeure, the CBMR reserves the right to cancel the order and the provisions governing termination state under articles shall apply. For delays arising out of Forced Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the CBMR nor the seller shall be liable to pay extra costs provided it is Mutually established that Force Majeure conditions did actually exist The seller shall categorically specify the extent of Force Majeure conditions prevalent in his works (such as power restriction etc.)at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the CBMR has the right to cancel the purchase order as whole or in part without liability for cancellation charges.

35. In the event of rejection of non-confirming goods the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the CBMR may cancel the order.
36. No Payment shall be made for rejected material nor would the tenderer be entitled to claim for such items.
37. Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of suppliers without any further notice.
38. In the case of not honoring the supply order, CBMR, will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost and risk may forfeit his security to make purchase at the suppliers cost and risk
39. In the case of non-supply of stores within stipulated period, it will be at the desecration of the CBMR to accept delivery with late delivery clause @ 1% per week maximum to the extent of 10% of the ordered value for delayed supply.
40. All disputes and question, if any arise between the Centre and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole Arbitration, President of the Centre/Chief Secretary of the U.P. Govt. or his nominee. The decision of the sole arbitrator shall be final and binding upon both parties and subject to adjudication of Lucknow Court. Place for arbitration shall be at Lucknow (U.P.), India. Venue of such arbitration proceedings shall be the Centre. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.
41. GST Certificate duly attested copy by a Gazetted Officer should be also enclosed.
42. Tenderers hereby agree to all terms and conditions stipulated in N.I.T. and undertake to sign the rate Contract or Supply order within the given days from the date of order failing which Security shall be liable to forfeit.
43. The manufacturer or their Indian representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warranty clause as per the terms and conditions agreed under negotiations would be provided at our Centre without fail. Any negligence on this account shall be the sole responsibility of foreign vendor and the liability for compensation will be fixed up by the Centre of Biomedical Research, Lucknow.
