

**VISVA-BHARATI
DEPARTMENT OF BOTANY**



Ref. No. Bot./WB-DST/BD/3/2018-19

Date: 19.02.2019

NOTICE INVITING TENDER (PURCHASE OF EQUIPMENT)

Notice inviting tender for Supply & Installation of “**Laminar Air Flow**” by Dr. Bomba Dam, Department, Botany, Siksha-Bhavana, Visva-Bharati.

LAST DATE OF TENDER SUBMISSION: 11.03.2019 (Monday), TIME-5:00 PM

The EMD amount has been fixed at Rs. 4,000/-.

Dr. Bomba Dam, Department of Botany, Siksha-Bhavana, Visva-Bharati, Santiniketan, Principal Investigator of WB-DST Project [No. ST/P/S&T/5G-18/2017] invites sealed tenders in Two Bid system (Technical & Financial) for **Supply & Installation of “Laminar Air Flow”** from reputed manufacturers and/or their authorized dealers/agents. Before submitting tenders the interested bidders are requested to carefully go through the terms and conditions of the tender notice as detailed below and specifications of the equipment, to avoid cancellation of the tender.

Sealed bidding documents duly filled in as per the instructions of the Tender Document should be addressed to the **PI, WB-DST Project, Department of Botany and must reach latest by 5 pm on 11.03.2019** only through ‘**CPP Portal**’ on or before the stipulated date and time.

The bidders should furnish a non-refundable tender fee of **Rs. 250/-** by way of Bank Draft/Pay Order in favour of **Accounts Officer, Visva-Bharati payable at Santiniketan** along with the Bidding Documents and **EMD** (as mentioned next to the respective item in Annexure – I).

Technical Bids shall be opened at the Office of the Head of the Department of Botany of Visva-Bharati at **05:00 PM on 12.03.2019 (Tuesday)** by the Committee authorized by the competent authority of the University. Financial bids of vendors with qualified Technical bids will be opened on the same date.

All bidders are requested to read carefully the terms and conditions, as laid down in the NIT.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of Visva-Bharati shall be final and binding.

List of minimum documents required:

1. The tenderer should clearly mention whether they are manufacturer or authorized dealer/agent of manufacturers. In the case of dealer/distributor/agent latest letter of authorization from the manufacturer should be submitted along with the technical bid.
2. Technical bid should be enclosed with the copy of following documents
 - i. Trade license, Manufacturing license, Import license (if applicable) and any other licenses required in the related field.
 - ii. Company Registration certificate, Partnership deed (in case of Partnership firm), Power of Attorney (if required), Dealership or Authorization certificate (in case of dealer/agent) from the manufacturer.
 - iii. PAN and GST.
 - iv. Attested copy of Registration certificates of the firm/company and GST details should also be submitted.
 - v. Credential for dealing with business of above sophisticated scientific equipments for at least three years with list of clients to whom such equipments were supplied including Government organization.
 - vi. Details of the company from which the Indigenous items (if required) will be procured.
 - vii. Soft copy of the technical bid.
 - viii. Earnest Money Deposit of Rs. 2,000/-.

SECTION - I

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, Dr. Bomba Dam, PI, WB-DST Project [No. ST/P/S&T/5G-18/2017], Department of Botany, Visva-Bharati shall be referred to as Purchaser and the Bidder/ Successful Bidder shall be referred to as Supplier and/or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered to Dr. Bomba Dam, PI, WB-DST Project [No. ST/P/S&T/5G-18/2017], Department of Botany, Visva-Bharati by the stipulated date and time.
- 1.3 The Bidder is advised to check the Tender Documents carefully before submission of bid. No claim on account of any errors detected later in the tender documents shall be entertained.
- 1.4 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Tender issuing authority. No page should be removed/detached from the bidding document.
- 1.5 The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract, the bids not meeting the Essential Qualification Requirement/Minimum Eligibility Criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

2. ESSENTIAL QUALIFICATION REQUIREMENTS/MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. The Bidder should be an Original Equipment Manufacturer (OEM) or an authorized firm of reputation having sufficient expertise and experience in the subject tender with sound warranty/service support capability and authorisation from Manufacturer/Distributor.

Manufacturer shall have comprehensive production facility with test centres duly recognised by Government Agencies/Organisation.

- b. The tenderer should clearly mention whether they are the OEM or authorised dealer/agent of the manufacturers. In the case of dealer/distributor/agent, latest letter of authorisation from the OEM should be submitted along with the Technical Bid.
- c. Submission of duly filled in and signed compliance certificate (as per Annexure – IIA & IIB) are must with the Technical Bid.
- d. Bidder should enclose credential statement of service of similar item to government institutions.

- e. Attested copy of Registration certificates of the firm/company and GST details should also be submitted.
- f. Technical Supporting Staff – The bidder should have trained and qualified customer support staff with ample experience in the required field. Complete details of branch offices and support staff should be provided.

3. **VALIDITY OF BIDS**

- 3.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 3.2 The Client may request for extension for another period of 60 days, without any modifications and without giving any reason thereof.

4.1 **TECHNICAL BID:**

Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a) Technical Bid Submission **Form** duly signed and printed on **letterhead** of the bidding firm/company.
- b) Signed and Stamped on each page of the tender document.
- c) Earnest Money Deposit of Rs. 4,000/-.

Earnest Money Deposit (EMD) in the form of account payee D/D drawn in favor of the Accounts Officer, Visva-Bharati, payable at State Bank of India, Santiniketan Branch, must be enclosed with Technical bid. Tender will be considered cancelled without EMD. No interest is payable on the EMD. EMD of unsuccessful bidders will be released within 30 days of issuance of purchase order. EMD of successful bidder will be refunded on receipt of PBG.

- d) All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred to above.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as “**Technical Bid for Tender No. Bot./WB-DST/BD/3/2018-19; Date: 19.02.2019**” with the Name and address of the Bidder.

4.2 **Financial Bid:**

Bidder should prepare financial Bid in the Price Schedule (**Annexure – IV**) as provided in the Tender document. Then the financial bid should be kept in a separate sealed envelope, super-scribed “**Financial Bid for Tender Bot./WB-DST/BD/3/2018-19; Date: 19.02.2019**” with the Name and address of the Bidder.

5.0 **LATE BIDS:**

Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

6.0 **BID OPENING PROCEDURE**

- 6.1 The Technical Bids shall be opened at the Office of the Head of the Department of Botany of Visva-Bharati at 05:00 PM on 12.03.2019 (Tuesday) by the Committee authorized by the competent authority of the University in the presence of such bidders who may wish to be present or their representatives. (In case the last date of submission is deferred, the bid opening date would be fixed on the revised date of last date of submission of bid)
- 6.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose.
- 6.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 6.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 6.5 All the presented Bidders or their representatives shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 6.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 6.7. Refusal to sign the bid envelope by the bidder or his representative may disqualify the bid based on the decision of the Tender Opening Committee.
- 6.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 6.9 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.
- 7.0 Back up spares – The supplier has to confirm supply of back-up spares for a minimum period of 10 years.
- 8.0 After sales service – The vendor should clearly state the available nearest after sales service facilities in the region, without which the offer will be rejected.
- 9.0 Genuine Pricing – Vendor is to ensure that quoted price for the particular item is not more than the price quoted to any other customer in India particularly to Central Universities, IITS, NITs and other Govt. Organisations. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the offer.

SECTION - II

GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

1.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a. "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. "Day" means calendar day.
- e. "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. "GCC" mean the General Conditions of Contract.
- g. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the contract.
- h. "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- i. "SCC" means the Special Conditions of Contract.
- j. "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- k. "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- l. "The final destination," where applicable, means the place named in the SCC.

1.2 **Contract Documents**

1.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

1.3 **Fraud and Corruption**

1.3.1 The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- a) The terms set forth below are defined as follows:
 - i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of public official in the procurement process or in contract execution;
 - ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iii. “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels; and
 - iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.4 **Joint Venture, Consortium or Association**

If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition for the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

1.5 **Scope of Supply**

1.5.1 The Equipment and Related Services to be supplied shall be as specified in the Schedule of Requirements.

1.6 **Supplier’s Responsibilities**

1.6.1 The supplier shall supply all the Equipments and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

1.7 **Contract price**

- 1.7.1 Prices charged by the Supplier for the Equipments supplied and Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

1.8 **Application**

- 1.8.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

1.9 **Standards**

The Equipments supplied and services rendered under this Contract shall conform to the standards mentioned in the Schedule of Requirements and Technical Specifications and when no applicable standard is mentioned, to the authoritative standard appropriate to the Equipments' country of origin and such standards shall be the latest issued by the concerned institution.

1.10 **Use of Contract Documents and information**

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

1.11 **Performance Security**

Within 21 days of receipt of the notification of award/Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Suppliers' failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

The Performance security shall be in one of the following forms:

- a. A Bank Guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a bank located abroad having its branch in India or
- b. A Banker's cheque or Account Payee demand draft in favour of the purchaser or
- c. A Fixed Deposit Receipt pledged in favour of the Purchaser.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise without levy of any interest.

In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

The order confirmation would be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation/PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

The successful bidder shall furnish an unconditional **Performance Bank Guarantee (PBG) for 10%** of the Purchase Order Value from a scheduled Bank of India, before release of the payment. Else 10% of the billed amount will be deducted as Security Deposit. Where the PBG is obtained from a Foreign Bank, it shall be confirmed by a scheduled Indian Bank and shall be governed by Indian Laws and will be subject to the jurisdiction of courts at Birbhum, West Bengal. The PBG shall guarantee that –

- i. The vendor guarantees satisfactory operation of the equipment and components against poor workmanship, bad quality of materials used, faulty design and poor performance.
- ii. The vendor shall at his own cost, rectify the defects/replace the items supplied for defects identified during the period of guarantee.
- iii. This guarantee shall be operative from the date of installation till 60 days after the warranty period.

1.12 **Packing**

The Supplier shall provide such packing of the Equipments as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipments' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and in any subsequent instructions ordered by the Purchaser.

1.13 **Delivery and Documents**

Delivery of the Equipments and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract/Purchase Order.

The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

The mode of transportation shall be as specified in the Purchase Order/Contract.

Rates quoted in the price bid should be on door delivery at *Department of Botany, Siksha-Bhavana, Visva-Bharati, Santiniketan 731 235*. **It may be noted that DSIR certificate (if required) will be issued and all price components will have to be indicated separately.**

1.14 **Insurance**

Should the purchaser elect to buy on CIF/CIP basis, the Equipments supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Purchase Order/Contract.

Delivery of the Equipment is required by the purchaser on CIF basis, the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate and pursue claims till settlement, on the event of any loss or damage.

With a view to ensure that claims on insurance companies, if any, are lodged in time, the Bidders and/or the Indian agent shall be responsible for follow-up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

1.15 **Transportation**

Where the Supplier is required under the Contract to deliver the Equipments CIF, transport of the Equipment to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

In the case of supplies from within India, where the Supplier is required under the Contract to transport the Equipment to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

1.16 **Incidental Services**

The supplier may be required to provide any or all of the services, if any, specified in the SCC.

1.17 **Spare Parts**

The Supplier shall be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Supplier.

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

1.18 **Warranty**

The Supplier warrants that all the Equipments are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Equipments shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Equipments, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. (Please check GCC 1.9 and GCC 1.10 for AMC and warranty)

The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Equipment or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Equipments requiring warranty replacements must be replaced on free of cost basis to the purchaser.

1.19 **Terms of Payment**

The method and conditions of payment to be made to the Supplier shall be as specified in the Purchase Order/Contract.

The supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and documents submitted pursuant to Delivery and upon fulfilment of other obligations stipulated in the contract.

Payment shall be made in currency as indicated in the contract.

1.20 **Contract Amendments**

The Purchaser may at any time by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- a. Drawing, designs, or specifications, where Equipments to be furnished under the Contract are to be specifically manufactured for Purchaser,
- b. The method of shipping or packing,
- c. The place of delivery, and/or
- d. The Services to be provided by the Supplier
- e. The delivery schedule

If any such change causes an increase or decrease in the cost of or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

1.21 **Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

1.22 **Subcontracts**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

1.23 **Extension of time**

Delivery of the Equipments and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the equipments and performance of Services, the Supplier shall

promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clauses.

1.24 **Penalty clause**

Subject to GCC clause on Force Majeure if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed equipments or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

1.25 **Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part -

- a. If the Supplier fails to deliver any or all the Equipments within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time, or
- b. If the Supplier fails to perform any other obligations(s) under the Contract.
- c. If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices as defend in GCC clause on Fraud or Corruption in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a. The Performance Security is to be forfeited:
- b. The Purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c. However, the supplier shall continue to perform the contract to the extent not terminated.

1.26 **Force majeure**

Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its 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 or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the

part of the Supplier. Such events may include but not be limited to, acts of the Purchaser in its sovereign 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 within 21 days of its occurrence. 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.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

1.27 **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

1.28 **Settlement of Disputes**

The Purchaser and the supplier 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, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Equipments under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- a. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice-Chancellor, Visva-Bharati and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- b. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. The Purchaser shall pay the Supplier any sum due to the Supplier.

1.29 Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

1.30 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

1.31 Notices

Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by telex, FAX, E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1.32 Taxes and Duties

For Equipments manufactured outside India, Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

For equipments manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred till its final manufacture/production.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

1.33 Right to use Defective Equipments

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipments proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

1.34 Site preparation and installation

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the equipment at the purchaser's site immediately after notification of award/contract.

SECTION - III

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clause GCC

No. Reference

- 1.0 GCC1.1 The **Purchaser is:** Dr. Bomba Dam, PI, WB-DST Project [No. ST/P/S&T/5G-18/2017], Department of Botany, Visva-Bharati
- 2.0 GCC1.2 The **Final Destination is:** Department of Botany, Visva-Bharati, Santiniketan-731235, Birbhum (West Bengal), India.
- 3.0 GCC1.3 The amount of the **Performance Security** shall be *10 per cent of contract value*.
- 4.0 GCC1.4 **The marking and documentation within and outside the packages shall be:**
- a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.
 - b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
 - c. Each package should be marked as 1/x, 2/x, 3/xx/x, where “x” is the total No. of packages contained in the consignment.
 - d. All the sides and top of each package should carry an appropriate indication/label/ stickers indicating the precautions to be taken while handling/storage.
- 5.0 GCC1.5 **Details of Shipping and other Documents to be furnished by the Supplier are:**

For Equipments manufactured within India

5.1

- GCC 1.6 Within 24 hours of dispatch, the supplier shall notify the purchaser the complete dispatch and also supply following documents by registered post/speed post and copies thereof by FAX.
- a. Two copies of Supplier’s Invoice indicating inter alia description and specification of the equipment, quantity, unit price, total value;
 - b. Packing list;
 - c. Certificate of country of origin;
 - d. Insurance certificate, if required under the contract;
 - e. Railway receipt/Consignment note;
 - f. Manufacturer’s guarantee certificate and in-house inspection certificate;
 - g. Inspection certificate issued by purchaser’s inspector, if any and
 - h. Any other document(s) as and when required in terms of the contract.

Note:

1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)
2. The above documents should be received by the Purchaser before arrival of the equipments and, if not received, the Supplier will be responsible for any

consequent expenses.

5.2 GCC 1.7 For Equipments manufactured abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX.

- a. Two copies of supplier's Invoice giving full details of the goods including, quantity, value, etc;
- b. Packing list;
- c. Certificate of country of origin;
- d. Manufacturer's guarantee and Inspection certificate;
- e. Inspection certificate issued by the Purchaser's Inspector, if any;
- f. Insurance Certificate, if required under the contract;
- g. Name of the Vessel/Carrier;
- h. Bill of Lading/Air way Bill;
- i. Port of Loading;
- j. Date of Shipment;
- k. Port of Discharge and expected date of arrival of equipment and
- l. Any other document(s) as and when required in terms of the contract.

Note:

1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)
2. The above documents should be received by the Purchaser before arrival of the Equipments and, if not received, the Supplier will be responsible for any consequent expenses.

In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road.

In case of supplies from abroad, the mode of transportation shall be by Air/ocean.

(Delete the ones which are not applicable)

6.0 GCC1.8 The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on all risk basis" including strikes, riots and civil commotion.

7.0 GCC1.9 The incidental services to be provided are as under:

1. The supplier shall provide details of rates of five years of maintenance after the warranty period.

The cost shall be included in the contract price.

8.0 GCC1.10 The period of validity of the Warranty shall be **at least 36 months**.

9.0 GCC1.11 Demonstration and training of instrument on installation to be made at supplier cost.

9.1 GCC1.12 The method and conditions of payment to be made to the Supplier under the Contract shall be as follows:

Payment for Equipment supplied from abroad:

Payment of foreign currency portion shall be made in the following manner:

On Shipment: 80% (eighty) percent of the Contract Price of the equipment shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in SCC Clause 5.2.

On Acceptance: 20% (twenty) percent of the Contract Price of the equipment received shall be paid within thirty (30) days of receipt of the equipment and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.

GCC1.13 The L/C or FDD mode of payment will be followed, in convenient to the bank and other foreign exchange norms. All such payments will be conformed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the changes thereof would be to the suppliers' account. Any charges regarding cancellation of FDD or L/C arise due to supplier's insufficient or incorrect information will be borne by the supplier. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the equipment have been delivered and that all other contracted Services have been performed.

GCC1.14 Payment for Equipments and Services supplied from India:

100% payment after delivery, and installation

9.2

10.0 GCC1.15 The penalty shall be 1%(one) per cent per week or part of a week towards late delivery and towards delay in installation and commissioning.

11.0 GCC1.16 The maximum amount of liquidated damages shall be 10% per cent.

The liquidated damages shall be levied on the delivered price of the delayed Equipments or unperformed Services or contract value:

(Strike out whichever is not applicable)

12.0 GCC1.17 The place of jurisdiction is Bolpur/Suri Court and the Calcutta High Court.

13.0 GCC1.18 For notices the Purchaser's address is
Attention: Dr. Bomba Dam, PI, WB-DST Project, Department of Botany, Siksha-Bhavana, Visva-Bharati
Location: Department of Botany, Siksha-Bhavana, Visva-Bharati, Santiniketan-731235, Dist. Birbhum (West Bengal), India.

Electronic mail address: bomba.dam@visva-bharati.ac.in

14.0 GCC1.19 The Inspection and Tests prior to shipment of equipments and at final acceptance are as follows:

After the equipments are manufactured and assembled, inspection and testing of the equipments shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the equipments are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

In the event of the ordered item failing to pass the acceptance test, a period not exceeding three weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed equipment shall also be the responsibility and at the cost of the Supplier.

Before the equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the equipments built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

Unless and otherwise agreed, the equipments shall not be considered to be completed for the purposes of taking over until such Manuals and drawing have been supplied to the Purchaser.

On successful completion of acceptability test, receipt of deliverables, etc. and, after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

Annexure I

Sl No	Name of Instrument with Specifications	Unit required
1.	<p align="center">LAMINAR AIR FLOW</p> <p align="center"><u>Technical Specifications:</u></p> <p>Overall length (outer) of Instrument: 3.5 x 2 x 2 feet [Working area Min. 3.0 feet]</p> <p>Direction of flow: Vertical</p> <p>Cleanliness level: CLASS 100, CLASS II TYPE A/B m3.5 (US fed 209e)</p> <p>Materials of Construction: Air chamber made of Nylon (12mm) and exterior covered by 1 mm stainless sheet, side and panel covered by 5 mm polycarbonate sheet with UV light proof (254 nm)</p> <p>Working Table: Stainless steel-satin finished/Polished, Spillage- retention work surface with recessed central Knob at left side for direct gas pipeline</p> <p>Velocity: 0.45 to 0.65 m/s with digital manometer (Important)</p> <p>Noise Level: 65 db±5%</p> <p>Primary Filter: Washable stainless steel wool >30-45 micron</p> <p>PRE Filter: Non-woven-stainless steel woolen type Media, with Particle retention of <10-15 micron; Efficiency, >90%; Pressure drop, 6 mm WG and Size, 450 mm x450 mm x Two Nos</p> <p>HEPA Filter (ultra Nlenz TM): Media, Glass fiber paper-imported; Particle retention, 0.3 micron; Efficiency, 99.9999%; Pressure drop, 23 mm WG; Type, Mini Plate</p> <p>Type of Blower: Centrifugal blower for exhaust</p> <p>Material for baffles: MS and S with 3 years warranty</p> <p>Blower Assembly: Single phase, 1440 RPM motor, directly coupled with a pair of stainless steel centrifugal impeller with pressure controlling device, complete aluminum make</p> <p>UV Lamp: 18inch, 15watt-PHILIPS-Holland make (two spare lamps to be provided)</p> <p>Illumination: LED light with lux controller</p> <p>Inspection Instrument: Digital pressure manometer and digital anemometer</p> <p>Warranty: One year</p> <p>AMC: Two additional years after warranty period including spare parts</p> <p>Additional requirement: The instrument must be supplied with a 5 KVA servo voltage stabilizer & a 2.0 ton window AC of reputed brand for its smooth functioning</p>	One

COMPLIANCE CERTIFICATE FOR NIT TERMS
(To be enclosed in the Technical bid)

Sl. No.	NIT Terms and Conditions	Yes/No
01	Rate quoted as per instruction	
02	AMC rate after warranty provided	
03	Validity of quoted rate for 120 days agreed	
04	EMD submitted / Appropriate certificate enclosed	
05	PBG term agreed	
06	Payment term agreed	
07	Delivery terms agreed	
08	Warranty period mentioned	
09	Literature: Printed Literature provided	
10	Dealership/distributorship certificate (in case of dealers/agents) provided	
11	Details of supply to other Institutes of National Importance provided	
12	Details of Technical Support Staff & Branch Offices provided	
13	Equipment breakdown clause agreed	
14	Spare parts back-up clause agreed	
15	Purchase Order within last 3 years provided	
16	End User List provided	
17	After Sales Service: Address of after Sales Service Centre in India (for imported goods)/in the region provided	
18	Manufacturer certificate provided	
19	ISO/ISI Certificate provided	
20	Applicable law terms agreed	
21	Soft copy of Technical Bid provided	

Signature with Seal

Vendor: M/s.

COMPLIANCE CERTIFICATE FOR SPECIFICATIONS
(One for each item, must be enclosed in the Technical bid)

Item Sl. No.			
Quoted Product	Make	Model No.	
Specifications as per NIQ		Quoted Item Specifications*	Complied/ Deviation
Parameter	Specification		

Signature with Seal
Vendor: M/s.

*** Vendor must mention the parameter specification of the quoted product in this column and not just copy the specification from the tender call document. Failure to do so will to rejection of the tender.**

CREDENTIAL STATEMENT FORM
(At for a period of last 2 years)

Name of the Firm.....

Order placed by (full address of Purchaser)	Order No. and date	Description the item	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily ? (Attach a certificate from the purchaser/ Consignee)	Contact person along with Telephone No., Fax No. and e-mail address of the Purchaser

Signature and Seal of the manufacturer/Bidder.....

Place:

Date:

PRICE SCHEDULE (FINANCIAL BID)

Purchaser: Department of Botany
Visva-Bharati,
Santiniketan-731235

Name and address of the **Vendor:**

.....
.....
.....

(Price should be quoted FOR destination)

Sl.No.	Name of equipment/items	Quantity	Rate	Total value	Taxes & duties (Please specify)	Any other charges(Pl. specify)
	(Specify the Brand and Model No.)					

Total cost (In words)

.....

Note:

1. Vague terms like “packing, forwarding, transportation etc. extra” without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and rejected.
2. Validity of Quotation is to be at least 120 days from the date of opening of Tender.

Date:

Place:

Name & Signature of Authorised Signatory

TECHNICAL PROPOSAL SUBMISSION FORM

(To be printed on Bidder's letterhead)

Date

LETTER OF BID

To
Dr. Bomba Dam, PI, WB-DST Project
Department of Botany
Visva-Bharati
Santiniketan-731235

Ref: Invitation for Bid No. **Ref. No.** Bot./WB-DST/BD/3/2018-19; **Date: 19.02.2019**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute the supply order for equipment in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept the lowest bid or any other bid that you may receive within the due dates

Yours sincerely,

(Authorised Signatory)

Full Name and Designation.....

(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding firm /company)