

## **Notice Inviting Tenders (NIT)**

**VISVA-BHARATI**



Siksha-Bhavana (*Institute of Science*)  
Santiniketan 731 235

**DEPARTMENT OF BOTANY**

**Notice inviting tender for outsourcing of the following customized molecular biology services by Professor Kashinath Bhattacharya, fellowship supervisor of Dr. Gaurab Sircar of Wellcome-trust DBT project, Department of Botany, Siksha-Bhavana, Visva-Bharati, Santiniketan Project Ref. VB/Bot/Wellcome trust-DBT/2019 Date: 01.04.2019.**

**LAST DATE OF TENDER SUBMISSION: 05.07.2019(FRIDAY), TIME-5:00 PM**

**The Technical Bids shall be opened at the Office of the Head of the Department of Botany of Visva-Bharati at 5 pm on 06.07.2019 (SATURDAY) by the Committee authorized by the competent authority of the University.**

**The EMD amount has been fixed at Rs.15000/-.**

**Those who have submitted EMD already against the previous tender need not to resubmit the EMD.**

Prof. Kashinath Bhattacharya, Department of Botany, Siksha-Bhavana, Visva-Bharati, Santiniketan, Fellowship supervisor of Dr. Gaurab Sircar of Wellcome-trust DBT Project entitled “**Development of Recombinant Vaccines for Aspergillus-related Asthma and Allergic Broncho Pulmonary Aspergillosis**” invites tenders in **Two Bid system** (Technical & Financial) for **outsourcing of the following customized molecular biology services** 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.

**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), and 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 **outsourcing of the following customized molecular biology services** for at least three years with list of clients to whom such **outsourcing of the following customized molecular biology services** were supplied including Government organization. Annual turnover should be at least Rs.1.0 crore during last three consecutive years supported by the Audited Balance Sheet.
  - 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. 15,000/-.

## SECTION - I

### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, Prof. Kashinath Bhattacharya, Fellowship Supervisor of Dr. Gaurab Sircar in Wellcome Trust DBT project VB/Bot/Wellcome trust-DBT/2019, 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 Prof. Kashinath Bhattacharya, Fellowship Supervisor of Wellcome Trust DBT project VB/Bot/Wellcome trust-DBT/2019, Department of Botany, Visva-Bharati, Santiniketan-731235 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 molecular biology service provider 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. Submission of duly filled in and signed compliance certificate (as per Annexure – IIA & IIB) are must with the Technical Bid.
- c. Bidder should enclose credential statement of service of similar item to government institutions.
- d. 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. 15,000/-.

**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.

### 4.2 **Financial Bid:**

Bidder should prepare financial Bid in the Price Schedule (**Annexure – IV**) as provided in the Tender document.

### 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 5 pm on **06.07.2019 (SATURDAY)**.
- 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 **outsourcing of the following customized molecular biology services** 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 **outsourcing of the following customized molecular biology services** 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 **outsourcing of the following customized molecular biology 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 **outsourcing of the following customized molecular biology services'** 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 10 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 **outsourcing of the following customized molecular biology services** 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 **outsourcing of the following customized molecular biology services**' 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 **outsourcing of the following customized molecular biology services** 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.

#### 1.14 **Warranty**

The Supplier warrants that all the **outsourcing of the following customized molecular biology services** 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 **outsourcing of the following customized molecular biology services** 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 **outsourcing of the following customized molecular biology services**, 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.

**outsourcing of the following customized molecular biology services** requiring warranty replacements must be replaced on free of cost basis to the purchaser,

#### 1.15 **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.

#### 1.16 **Extension of time**

Delivery of the **outsourcing of the following customized molecular biology services** 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 **outsourcing of the following customized molecular biology services** 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.

#### 1.17 **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 **outsourcing of the following customized molecular biology services** 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.

#### 1.18 **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 **outsourcing of the following customized molecular biology services** 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 defined 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.

#### 1.19 **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 **outsourcing of the following customized molecular biology services** 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.

#### 1.20 **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.

#### 1.21 **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.

#### 1.22 **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.

1.23 **Taxes and Duties**

For **outsourcing of the following customized molecular biology services** 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.

## Annexure I

### Department of Botany Visva Bharati

#### PRICE SCHEDULE - Requisition for outsourcing of the following customized molecular biology services

Investigator: DR. Gaurab Sircar, Wellcome Trust/DBT India Alliance Early Career Fellow

Supervisor: Prof. Kashinath Bhattacharya

Project Ref. No.: VB./BOT/Wellcome trust – DBT/2019

Service No.	Descriptions	Duration*	Amount	Tax	Total
1.	<u>Cloning, Expression and Purification</u> 23 (Twenty three) full length cDNAs will be provided to the companies all of which need to be <b>cloned in pHisTEV</b> vector, expressed (soluble or inclusion body) in <i>E coli</i> , and <b>affinity purified in Endotoxin and imidazole free</b> form using Ni-NTA through the 6xHis tag. Approximately <b>2.5 to 3 mg</b> of each of the 23 recombinant proteins will need to be supplied.	Not more than 30 days			
2.	<u>Recombinant Purification</u> 05 (five) plasmid clones containing gene inserts will be provided. All those cDNA clones need to be expressed in <i>E coli</i> and then <b>affinity purified in Endotoxin free</b> form using Ni-NTA through the 6xHis tag. Approximately <b>0.5 mg</b> of each of the 05 recombinant proteins will need to be supplied.	Not more than 30 days			

Place: (Signature of the bidder with seal)

Name:

Address:

Contact No.:

E-mail:

Signature with stamp of Bidder      Date

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

<b>Sl. No.</b>	<b>NIT Terms and Conditions</b>	<b>Yes/No</b>
01	<b>Rate</b> quoted as per instruction	
02	<b>AMC rate</b> after warranty provided	
03	<b>Validity</b> of quoted rate for 120 days agreed	
04	<b>EMD</b> submitted / Appropriate certificate enclosed	
05	<b>PBG</b> term agreed	
06	<b>Payment</b> term agreed	
07	<b>Delivery terms</b> agreed	
08	<b>Warranty period</b> mentioned	
09	<b>Literature:</b> Printed Literature provided	
10	<b>Dealership/distributorship</b> certificate (in case of dealers/agents) provided	
11	<b>Details of supply to other Institutes of National Importance</b> provided	
12	<b>Details of Technical Support Staff &amp; Branch Offices</b> provided	
13	<b>Equipment breakdown clause</b> agreed	
14	<b>Spare parts back-up clause</b> agreed	
15	<b>Purchase Order within last 3 years</b> provided	
16	<b>End User List</b> provided	
17	<b>After Sales Service:</b> Address of after Sales Service Centre in India (for imported goods)/in the region provided	
18	<b>Manufacturer certificate</b> provided	
19	<b>ISO/ISI Certificate</b> provided	
20	<b>Applicable law</b> terms agreed	
21	<b>Soft copy</b> 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/ NDeviation
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  
Professor Kashinath Bhattacharya  
Fellowship Supervisor of Dr. Gaurab Sircar  
Wellcome Trust DBT project  
Department of Botany  
Visva-Bharati  
Santiniketan-731235

**Ref:** Invitation for Bid No. VB/Bot/Wellcome trust-DBT/01.042019

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)