

Tender No. PR / 88 / 139 /16

Dated: 03/12/2016

TENDER DOCUMENT

FOR

FOR SUPPLY OF 32" LED TV TO

UNIVERSITY GUESTHOUSES, VISVA-BHARATI, SANTINIKETAN

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT	:	From 05/12/2016 at 11:00 hrs
DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	:	From 06/12/2016 to 15/12/2016 up to 12.00 hrs
DATE & TIME FOR OPENING OF TENDER DOCUMENT	:	On 16/12/2016 at 15.30 hrs



**VISVA-BHARATI
SANTINIKETAN – 731 235**

No. PR / 88 / 139 /2016

Dated: 03/12/2016

**“NOTICE INVITING TENDER ENQUIRY FOR SUPPLY OF LED TV AT THE
UNIVERSITY GUESTHOUSES, VISVA-BHARATI, SANTINIKETAN”**

University Guesthouses, Visva-Bharati, Santiniketan invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for supply of LED TV in the University. The quantum of requirement may vary during the period of contract. Those who are in the similar business for the three years and providing the same service to Central/State Govt. or autonomous bodies may send their bids both Technical and Commercial in sealed envelopes.

2. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Tender Fee of Rs 1,000/- in the form of Demand Draft and Earnest Money Deposit (EMD) of Rs. 20000/- (Rupees Twenty Thousand Only) in the form of Demand Draft issued in favour of Accounts Officer, drawn on any scheduled bank payable at Santiniketan and other requisite documents to the undersigned duly superscripted **“Bid for Tender No PR / / /16” before 1200 hrs on 15/12/2016**. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this University will not be responsible.

NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

3. The sealed envelopes are to be deposited in the tender box placed at the Public Relations Office, Visva-Bharati, Santiniketan or may be sent through registered/speed post addressed to The Member, Guesthouse Development Committee, Public Relations Office, Visva-Bharati, Santiniketan-731235. **Bids sent by COURIER will not be entertained.**

4. Bids will be opened on 16/12/2016 at 15:30 hrs. in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

5. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Assistant Registrar & In charge, Public Relations Office, Visva-Bharati through the website www.visva-bharati.ac.in.

6. Visva-Bharati, Santiniketan reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason.

(Avijit Banerjee)

Member
Guesthouse Development Committee

GENERAL INSTRUCTIONS TO THE BIDDER

1. The tender is "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. The tender Document can be downloaded from the website of Visva-Bharati i.e. www.visva-bharati.ac.in. The Technical bid must accompany with the tender fee of Rs. 1,000/- in form of Demand Draft in favour of Accounts Officer, Visva-Bharati. The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the "Accounts Officer, Visva-Bharati" **payable at Santiniketan**.
3. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.
4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document.
5. The prices/rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount/rates shall be considered as valid.
6. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
7. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
8. Bidders are requested to enclose a copy of their valid certificate of PAN No., Sale Tax/VAT No./Service Tax No. or any other document as requested by the Institute with their tender.
9. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of "Accounts Officer, Visva-Bharati" **payable at Santiniketan** will not be considered at all and shall be summarily rejected.
10. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.
11. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in Visva-Bharati will stand automatically extended up to 12.00 hours of the next working day in the Government offices.
12. Late/delayed tenders received in Visva-Bharati due to any reason whatsoever will not be accepted under any circumstances.

13. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of Visva-Bharati. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. **The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender.** The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.
15. **DOCUMENTS COMPRISING THE BID:**

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria –

- (a) Duly filled format of Technical Bid as per **Annexure “1”**.
- (b) Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.
- (c) Financial status: - The average annual turnover from similar jobs, of the firm should not be less than 10 Lakhs in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.
- (d) Experience of 03 years or more.
- (e) The technical bid should be accompanied by Demand draft of Rs. 1,000/- (non-refundable) against tender fee and Demand Draft of Rs. 20,000/- (refundable) for EMD/bid security.
- (f) Copy of Income Tax Return Filed Acknowledgements for last Three years.
- (g) Copy of PAN Card/Service Tax Registration.
- (h) Copy of Sales tax/VAT registration certificate.
- (i) Details of clients where similar services are presently provided by the agency separately for Govt. and private clients.
- (j) The bidder must have a running shop for three years or in similar business of supply in Govt. Institutions/PSU's/Autonomous Body. Necessary supporting documents like registration of shop, work orders, work completion certificate etc. for last three years to this effect must be submitted along with the offer.
- (k) Authorization letter/certificate from original manufacturer of the product.
- (l) Broachers, original technical catalogue with detailed specification and picture of the product offered.

(m) The bidder must submit an affidavit duly certified by the notary at the location of the Agencies/Head quarters or at Bolpur that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending.

FINANCIAL BID: - The financial bid shall contain:

- (a) Price Bid Form [as per Annexure – 2] – Prices must be quoted as per format specified, failing which tender shall be summarily rejected. Firms quoting for more than one option for an item must seal the Price Bid of each option in separate envelopes super scribing name of option and tender no.
- (b) If a bidder offers more than one option for an item the same must be clearly mentioned in the technical bid, financial bid for one or more option as approved by technical bid evaluation committee will be taken in account for financial evaluation.

16. **SUBMISSION OF BIDS**

16.1 SEALING AND MARKING OF BIDS: The bidder shall wax seal the EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope. The envelope containing the EMD shall bear the name “EMD for Tender No PR / / /16”. The envelope containing the Technical Bid shall bear the name “TECHNICAL BID for Tender No - PR / / /16”. The envelope containing the Financial Bid shall bear the name “FINANCIAL BID for Tender No PR / / /16” on the envelope for avoiding any mismatch.

16.2 The bigger envelope containing EMD, technical bid and financial bid in separate envelopes shall be:

- (a) The Member, Guesthouse Development Committee,
Public Relations Office, Visva-Bharati,
Santiniketan-731235
- (b) All the envelopes shall bear the Tender name, the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).
- (c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.
- (d) Bids shall be delivered in person and shall be dropped in the tender box placed in the office of the Public Relations Officer, Visva-Bharati, Santiniketan or shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (e) Venue of Tender Opening: Tender will be opened in the Public Relations Office, Visva-Bharati, Santiniketan at 15:30 hrs. on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board of the University as well as in the Public Relations Office, Visva-Bharati, Santiniketan.

17. **BID PRICES:**

17.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of taxes) as per price schedule given in Annexure-2. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the University.

17.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

18. TECHNICAL EVALUATION:

18.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The University's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The University shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

18.2 The Guesthouse Development Committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the Committee shall have sole discretion to call for discussion/presentation.

18.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

18.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

18.5 Visva-Bharati shall have right to accept or reject any or all tenders without assigning any reasons thereof.

19. FINANCIAL EVALUATION:

- 19.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 18. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The University shall inform the date, place and time for opening of financial bid.
- 19.2 The Financial Bids of unsuccessful bidders would not be opened and will be returned.
- 19.3 The rates must be quoted per job basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in "Annexure-2: Price Offer" to be kept in Envelop No. 2.
- 19.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 19.5 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of Levies & Taxes i.e., Service Tax, Sales Tax, VAT, insurance etc. as indicated in the Price Schedule in Annexure-"2" of the Bid Document.
- 19.6 The Visva-Bharati, Santiniketan does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The Visva-Bharati, Santiniketan reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

20. AWARD OF CONTRACT: PLACEMENT OF ORDER

The University shall consider placement of orders for jobs on those bidders whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

21. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:

- 21.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee of an amount equal to 10% of the value of contract, in favour of Visva-Bharati, Santiniketan issued by any scheduled bank.
- 21.2 The performance Bank Guarantee submitted should be valid for 15 months.
- 21.3 The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.
- 21.4 No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.
- 21.5 In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable forfeited by the institute and his decision shall be final.
- 21.6 The expenses of completing and stamping the agreement shall be paid by the bidder.

TERMS & CONDITIONS OF CONTRACT

1. The bidders are expected to read carefully all the terms and conditions of the tender documents and their submission will be taken as consent to abide.
2. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Guest house Development Committee, Visva-Bharati, Santiniketan, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
3. **Manner of Submission of Tender:** The bidding should be done on two bid method viz 1) Technical Bid & 2) Commercial / Price Bid. The bidders should ensure that the Technical bid complete in all respect and containing the required enclosures (attested Photocopy) is sealed in a separate envelop and the commercial bid sealed in a separate envelop & both the sealed envelopes are kept and sealed in a suitable size of envelop. All envelop will be address to The Member, Guesthouse Development Committee, Visva-Bharati, Santiniketan. The Sealed Technical bid Envelop of all bidders will be opened first. Only the Commercial bids of those who have furnished all the valid documents will be opened.
4. **Language:** The language of the Tender shall be in English.
5. **Documents to Accompany Tender:** The bidder shall submit the Documents mentioned in the clause 15 of General Instructions to the Tender.
6. The bidders must have at least 03 (three) years' experience in this job and credentials of Rs. 10 Lakh annually in this business in the last three years. Credential Certificate in this regard must be furnished by the bidders along with their Tender.
7. The firm / agency must have requisite trade and other licenses to do the business of Surgical & Medical Equipment & Instrument for which the bid is being made.
8. **Earnest Money Deposit:** Each Tender must be accompanied with "Earnest Money Deposit" in the form of Demand Draft, as mentioned in the Notice Inviting Tender.
9. **Forfeiture of Earnest Money:-**
 - i. If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
 - ii. If the successful bidders fails supply or refused either partial or total offer (Acceptance) made by The Institute.
10. **Return of Earnest Money :-**
 - i. After finalization of the Tender, the deposited Earnest Money will be returned back to the unsuccessful bidders.
 - ii. On receipt of Security Deposit, the deposited Earnest Money will be returned back to the successful Bidders.
11. **Deposition of Security Money:-** The Selected bidders must deposit the requisite amount of Security Money (10% of the approximates value of accepted items) within the stipulated date specified in the acceptance letter. The approved firm shall deposit the Security Money in the form of Demand Draft/Bank Guarantee payable at Santiniketan duly pledged in favour of Accounts Officer, Visva-Bharati, Santiniketan.
12. **Forfeiture of Security Money :-**
 - a. In the event of failure to supply or maintain the equipment / instruments as per Work Order within the stipulated period, the security deposit may be forfeited.
 - b. In that event, supply of the said equipment may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Security Deposit of the said contractor or from any sum due of which may become due to the contractors.
 - c. If any equipment/ instrument is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the contractor.

Refund of Security Deposit - After successful completion of entire supply and period of maintenance Security Deposit will be refunded within the six months if not extended for further period.

13. Submission of Documents:-

- a. Each Tender must accompany attested photocopy of Pan Card, Trade License, Sales Tax Clearance Certificate / VAT Registration Certificate, Service Tax Registration Certificate, and Experience Certificate.
- b. The bidder must submit attested photocopy of Income Tax, Sales Tax / VAT and Service Tax return of last three years.
- c. In case of SSI unit, current SSI certificate must be deposited by the bidder along with his Tender which is issued in favour of the bidder for this type of jobs.
- d. In case of Co-operative Society Limited, Companies etc. this type of jobs must be included in the object of their By-laws or MoA as the case may be.
- e. It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.
- f. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products.
- g. **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt. and DGS & D for the similar item(s) and these are not higher than those quoted by them.
- h. **Authorized agents** must submit an authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals. The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned to the authority letter otherwise letter will be liable to rejection.

14. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The bidder must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.

15. **Sample Requirement:** - One brochure displaying clearly the sample product is to be attached with the tender.

16. Submission of the Tender:-

- a. Bidder at their own cost shall have to submit Tender at the office of Public Relations, Visva-Bharti, Santiniketan within the schedule date and time as mentioned in the Tender Notification No. PR/ / /16.
- b. The said sealed documental bids will be opened by the Guesthouse Development Committee in presence of the Bidders or representative of the Bidders who may be present in the opening date & time.

17. **Rates :-** Rates should be clearly quoted in both in figures and words in respect of each item. Rate should be quoted inclusive of all Taxes. VAT & Service tax . All corrections must be initialled.

18. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the

Tender and in the case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the 'Indian Partnership Act'.

19. Necessary proof as to the financial status of the individual and firm tendering is to be attested and submitted.
20. Tender Form with all relevant papers in details shall be essential part of the bid.
21. Before submission of the Tender, bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.
22. **Warranty:** - The goods/stores/articles/furniture/equipments supplied by result of this contract/supply order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained /mentioned against each item in the tender document/ supply order. The seller guarantees that the said goods/stores/articles/furniture/equipments furniture would continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery/installation of the said goods/stores/articles/furniture/equipments to the buyer or 15 months from the date of shipment/dispatch from the sellers work, whichever is earlier.
23. **Apportionment of Quantity:** If there is apprehension that the L 1 may not have the capacity to supply the entire requisite quantity within the defined time the order may be placed on L 2, L 3 and so on for the balance quantity at L 1 rates, provided this is acceptable to them. The ratio of splitting of supply order will be worked as per the capability of the L 1 firm.
24. **Liquidated Damage:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods or conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer will also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
25. **Payment:** - Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- a. **On delivery:** 90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
 - i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;

- iii) Two copies of packing list identifying contents of each package;
- iv) Inspection certificate issued by the nominated person/committee/agency, if any.

b. **On Acceptance:-**

Balance 10% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

- c. Payment will be released within 30 days subject to fulfilment of conditions in clause (a) and (b) above.

28. **Validity of Price:-** Minimum up to one year from date of tender submission and it should be extendable.

29. **Incidental Services :-** The supplier shall be required to perform following services:-

- i) Installation & commissioning, Supervision and Demonstration of the goods.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Purchaser's Doctors, Staff, and Operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operations and maintenance manual for the goods.

30. **The quantity as per the Annexure "2" may be revised upward/downward subject to the requirement of the University. Any minor deviation or variation will bear no financial effect.**

31. **Disputes:-** In the event of any dispute or disagreement arising between the contractors and any other department of Visva-Bharati, Santiniketan with regards to the interpretation of "Terms & Conditions" stipulated herein or in the contract done, the same shall be referred to the Director, AIIMS Patna whose decision will be final and binding upon the contractor.

32. Visva-Bharati, Santiniketan reserves all rights to accept or reject any Tender without showing any reason.

33. The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply or repairing works or who was unable to execute any repairing order in this hospital or in any other Hospital run by the state or central Government., will not be considered even his being the lowest rate.

34. Regarding Supply and Charges for repairing, Abnormal Low Rate or Abnormal High Rates (in comparison to the market Rate) will not be considered.

35. The approved firm, after supplying the equipment's, have to deposit the spares (if any) to the in-charge of the respective user Department which should be shown clearly in the Service Reports duplicate copy of which must be furnished to the Visva-Bharati Store.

36. Submission of the Tender by a bidder shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasures of any terms and conditions are not permitted.

37. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.

38. **Penalties for non-performance**

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) termination of the contract,

d) Blacklisting/debarring of the bidder

40. Termination of Contract

- a) **Termination for default:-** The University, without prejudice to any other contractual rights and remedies available to it (the University), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b) In the event of the University terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the University for the extra expenditure, if any, incurred by the University for arranging such procurement.
- c) Unless otherwise instructed by the University, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the University.
- e) **Termination for convenience:** - The University reserves the right to terminate the contract, in whole or in part for its (University) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the University. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

TECHNICAL BID FORMAT

1	Name of the firm/company/proprietary concern registered	
2	Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.	
3	Address of registered office	
4	Address of the office at Bolpur (if any)	
5	Telephone Nos./Fax/E-mail at Bolpur	
6	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
7	Earnest Deposits money (EMD) Yes/No	
8	EMD Details DD/Bank Guarantee No. Dated Drawn on Bank Amount- (Rupees.....)	
9	Banker of Company/ Firm/agency with full address (Attach certified copy of statement of A/c for the last years) Telephone Number of Banker	
10	PAN / GIR No. (Attach attested copy)	
11	VAT/SALE TAX Reg. No. (Attach attested copy)	
12	Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. 10 Lakhs Only.	
13	Copy of Income Tax Return Filed Acknowledgements for last Three years.	
14	Original Technical Catalogue of the quoted model (enclose)	
15	Experience of 03 years or more.	
16	Whether rates are quoted as per format mentioned in the Bidding Document or not.	
17	Whether rates quoted are inclusive of all taxes or not.	

18	Have you previously supplied these items to any government / private organization? If yes, attach the relevant poof. <i>(Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute or MRP)</i>	
19	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
20	The bidder must have a running shop for three years or in similar business of supply in Govt. institutions/PSU's/Autonomous Body. Necessary supporting documents like registration of shop, work orders, work completion certificate etc. for last three years to this effect must be submitted along with the offer.	
21	Samples of product offered (Submitted or Not)	
22	Enclose an affidavit duly certified by (enclosed/ Not enclosed) the notary at the location of the Agencies/Headquarters Bolpur that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc..	

Date:

(Signature of Authorised Person)

(Name)

Place:

(Designation)

Name of Firm/Company/Agency

Contact Detail

ANNEXURE "2 A"

PRICE BID FORM

To,
The Member
Guesthouse Development Committee
Visva-Bharati, Santiniketan

Dear Sir,

1. I/Wesubmitted the bid for Tender No. for "Supply of LED TV" at Visva-Bharati, Santiniketan.
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract, specifications given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

Sl. No.	Product with Description	Qty	Make & Model No.	Price per unit	Taxes (Including all @ %.)	Price per Unit (inclusive of all taxes) (g = e + f)	Total Amount (f=c x g)	Total Amount (In Words)
(a)	(b)	(c)	(d)	(e)	(f)	(g = e + f)	(f=c x g)	(h)
1.	LED TV 32 inch	60 (Sixty)						

Date:

Signature of Authorised Person:

Name:

Place:

Designation:

Name of Firm/Company/Agency:

Seal of Firm/Company/Agency:

Contact Details:

**NAME OF THE OFFICER AND DESIGNATION
ADDRESS
Email and Tel. No.**

TO WHOM IT MAY CONCERN

This is to certify that M/s _____ has provided the services of _____(Number) _____ (designation), _____ (Number) _____ (designation) and _____ (Number) _____ (designation) _____ in Ministry/Department/Office of _____ (Building Name) during the period _____ to _____. The monthly rates for each category were as follows :

- (a)
- (b)
- (c)

The performance of the company was found to be satisfactory and it was able to render the services as per contractual obligations.

(Name of Officer)
Designation

Signature of authorized person

Date:

Place:

Seal

Format of Experience certificate

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed)

* Attach certificate(s) of payments.

** Immediately preceding the financial year in which bids are received.

AFFIDAVIT
(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director
authorized signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and
declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood whole tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director or the Company (Agency).
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Member, Guesthouse Development Committee, Visva-Bharati, Santiniketan immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date:
Place:
Seal of the Agency

(Signature of the Bidder)
Name:
Designation
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

**To,
The Member
Guesthouse Development Committee
Visva-Bharati, Santiniketan**

In consideration of Guesthouse Development Committee, Visva-Bharati, Santiniketan [hereinafter referred to as Visva-Bharati, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt

M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with Visva-Bharati a sum of

Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no _____ dated _____ [hereinafter referred as the order'] placed by Visva-Bharati on the said

supplier

/contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay Visva-Bharati an amount not exceeding Rs. _____ (Rupees _____) on the demand made by Visva-Bharati on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from Visva-Bharati stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by Visva-Bharati without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of Visva-Bharati under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till Visva-Bharati certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to Visva-Bharati any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that Visva-Bharati shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Visva-Bharati against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of Visva-Bharati or any indulgence by Visva-Bharati to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Member, Guesthouse Development Committee, Visva-Bharati, Santiniketan.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Visva-Bharati in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

TECHNICAL SPECIFICATION OF THE PRODUCT

SCREEN SIZE	32''
TECHNOLOGY	LED
WIFI CONNECTIVITY	WIRELESS LAN BUILT IN
WIFI DIRECT	Yes
Additional Functionality	Yes
Screen Size	80 cm (32)
Display Feature	HD Ready
Display Resolution	1366 x 768

In The Box

Box Contents TV Unit, Remote, User Manual, Wall Mount Support, Battery for Remote, Power Cable

Other Box Contents Vesa Wall Mount Supported,

Video

Dynamic Ratio Mega Contrast

Refresh Rate 100 hertz

Additional Video Features Picture Engine: HyperReal Engine, Wide Color Enhancer (Plus), Film Mode, Analog Tuner, Digital Clean View, Triple Protector, ECO Feature: Eco Mark - Planet First, Energy Efficiency Class - A Plus

Audio

Speakers 2

Sound Output 10 watts

Sound Technology Dolby Digital Plus, Dolby Pulse

Additional Audio Features DTS Studio Sound / DNSePlus, DTS Premium Sound / DTS Premium Sound 5.1, Auto Volume Leveler, Speaker Type: Down Firing Plus Full Range

Connectivity

HDMI Ports 1

USB Ports 1

Component Video

Input 1 (Y/Pb/Pr)

Audio Out 1

Composite In (AV): 1 (Common Use for Component Y), RF In (Terrestrial / Cable

Other Connections input): 1, Embeded POP, Teletext (TTXT), Analog Tuner

Playback Format

Video Playback

Formats AVI, MKV, TS, PS, ASF

Audio Playback

Formats MP3, WMA, AAC, MPEG

Additional Features USB 2.0: Movie

Power Specifications

Power Supply AC100-240V 50/60Hz

Power Consumption 56 watts

Dimensions

Width x Depth x

Height (without

stand) 738.4 x 441.7 x 93.2 mm

Width x Depth x

Height (with stand) 738.4 x 497.7 x 191.7 mm

Weight (With Stand) 6 kg

Weight (Without

Stand) 5.4 kg

Warranty

Warranty Period 1 year

Warranty Type Manufacturer Warranty