#### Visva-Bharati



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

## Notice Inviting Tender for Air Conditioners for Visva-Bharati, Santiniketan, 731235

The quotation should be sent in sealed envelope (Super scribed as: Quotation for **Air Conditioners**) to: The Joint Registrar, In charge, Central Purchase Section, Central Office, Visva-Bharati, Santiniketan-731235. Last Date of submission of quotation: 23 March, 2025, 5 p.m

## Air Conditioner Form for 'Compliance of the Technical Specifications':

| Sl.<br>No | Particulars     | Minimum Specifications   | Quantity | Compliance<br>(Yes/No)* |
|-----------|-----------------|--|----------|-------------------------|
| 1.        | Air Conditioner | 8.5 Ton Ductile Split Air<br>Conditioners with Eco-Friendly<br>Refrigerant   | 03       |                         |
| 2.        | Air Conditioner | 11.0 Ton Ductile Split Air<br>Conditioners with Eco-Friendly<br>Refrigerantb | 01       |                         |

## **Technical Specification - Ductile Split Air Conditioners with Eco-Friendly Refrigerant**

| Tonnage                      | Tr     | 8.50             | 11.00            |
|------------------------------|--------|------------------|------------------|
| Rated Cooling Capacity       | BTU/HR | 102000           | 132000           |
| Compressor                   | Type   | Scroll           | Scroll           |
| No. of Compressor            | Nos.   | 1                | 1                |
| Refrigerant                  | Type   | R410A            | R410A            |
| Rated Power Supply           | ODU    | 400 V/ 50Hz/ 3Ph | 401 V/ 50Hz/ 3Ph |
| Voltage/ Hz/ Phase           | IDU    | 230 V/ 50Hz/ 1Ph | 231 V/ 50Hz/ 1Ph |
| Indoor Units                 |        |                  |                  |
| Indoor IDUs                  | Nos.   | 1                | 1                |
| No. of Blowers (minimum)     | Nos.   | 2                | 2                |
| Air Flow                     | CFM    | 3400             | 4400             |
| Outdoor Units                |        |                  |                  |
| Number of ODUs               | Nos.   | 1                | 1                |
| No. of Fans                  | Nos.   | 1                | 1                |
| Suction pipe (optimum dia)   | Inch   | 9/8"             | 9/8"             |
| Liquid Pipe (optimum dia)    | Inch   | 5/8"             | 5/8"             |
| Insulated pipe (optimum dia) | Inch   | 9/8"             | 9/8"             |

Signature with Seal of the Bidder Full Address with Contact details

Date:-Place:-

<u>Note</u>: The bidders are requested to fill & submit the above Form for Compliance of Technical Specifications, duly signed and stamped by the authorized signatory on the letter-head.

# \* Provide the model no. and catalogue of particular product against each item.

#### Form for 'Compliance of Other Terms and Conditions': -

#### **Specification for Purchase of Air Conditioning (AC) Machines**

#### 1. Scope

This specification outlines the requirements for the supply, installation, and commissioning of Air Conditioning (AC) machines, conforming to the relevant Indian Standards (IS) and ISO guidelines.

#### 2. Applicable Standards

**IS Standards:** 

**IS 659:** Safety code for air conditioning (relevant for installation).

**IS 7558:** Guide for the selection of industrial cooling systems.

**IS 13947:** Low-voltage switchgear and control gear, particularly for electrical components of ACs.

**ISO Standards:** 

**ISO 16813:** Building environment design – Indoor air quality, thermal environment, lighting, and acoustics.

**ISO 9001:** Quality Management Systems for manufacturing standards.

**ISO 14001:** Environmental management systems to ensure eco-friendly production.

#### 3. Technical Requirements

The following technical requirements must be adhered to when purchasing AC machines:

Compressor Type: Rotary or Scroll as per energy efficiency requirements and operating conditions.

**Energy Efficiency:** Conformance to the **Bureau of Energy Efficiency (BEE)** star rating, with a minimum of 5 stars recommended.

**Refrigerant:** Use of eco-friendly refrigerants such as **R32**, **R410A**, or **R290** as per environmental regulations.

**Voltage/Frequency:** 230V, 50Hz for single-phase units and 415V, 50Hz for three-phase units. **Operating Temperature:** The unit must function efficiently in ambient temperatures up to 50°C.

#### 4. Installation Requirements

**Location Survey:** A site survey (if required) must be conducted by the vendor before installation to determine optimal placement for cooling efficiency.

**Mounting:** Units must be securely mounted on vibration-free platforms, and appropriate insulation must be provided to minimize heat losses.

**Electrical Connections:** Ensure appropriate electrical wiring and load management conforming to IS standards for safety.

**Drainage:** Provision for proper condensate water drainage.

#### 5. Quality Assurance & Third-Party Inspection

Inspection of ACs is subject to the discretion of the Visva-Bharati authority.

#### 6. Documentation and Submissions

**Technical Documentation:** The supplier shall provide detailed technical documentation, including: Product data sheets, performance curves, and energy efficiency ratings.

Installation manual and user guides.

Electrical and mechanical schematics.

Warranty certificate for a minimum of 1 year or as per industry standard.

**Inspection Reports:** Inspection reports shall be submitted to the purchaser.

#### 7. Packaging and Delivery

AC units should be securely packaged to prevent damage during transportation.

Appropriate handling instructions should be provided.

Delivery must be scheduled to ensure minimal disruption at the installation site.

#### 8. Warranty and After-Sales Support

The supplier must offer a comprehensive warranty covering defects in materials and workmanship for a minimum of 12 months from the date of installation.

5-year warranty on the compressor

Availability of after-sales service and spare parts for at least 10 years

The supplier must ensure the availability of after-sales service, spare parts, and preventive maintenance during the warranty period and beyond, as per a service-level agreement.

#### 9. Health, Safety, and Environmental (HSE) Compliance

Ensure compliance with environmental regulations for the use of refrigerants (as per ISO 14001).

Ensure electrical safety and protection measures conform to **IS 732** (Code of Practice for Electrical Wiring Installations) and IS 659.

Safe handling and installation protocols must be followed to prevent hazards during installation and operation.

#### 10. Acceptance Criteria

The system will be accepted after successful testing and commissioning.

Cooling efficiency, energy consumption, and noise levels will be tested and validated.

#### Conclusion

The AC machines to be purchased must adhere strictly to the IS and ISO standards as mentioned. Compliance with inspection requirements is mandatory to ensure the quality of the product and its installation, ensuring long-term performance and energy efficiency.

#### **DETAILED SCOPE OF WORK:**

The Broad Scope of Work includes Supply, Installation, Testing, Commissioning and 01 (One) year On-Site Comprehensive Warranty of the Air Conditioners at the respective delivery location.

|           | Description  |
|-----------|--|
| Sl.<br>No | Description  |
| 110       |  |
| 1.        | The scope of work will include supply, installation, inspection, commissioning and 01 (One) yearOriginal Equipment Manufacturer (OEM) on-site comprehensive warranty as per the timelines of all the Air Conditioners, as detailed in this Bid wherein they comply with the technical specifications and all other terms & conditions. |
| 2.        | Date of (01) one year OEM on-site comprehensive warranty of the Air Conditioners starts after successful delivery, installation and inspection of them at the delivery location.   |
| 3.        | Responsibility of safe delivery, supervision, installation, and adherence to all the Scope of Work primarily rests on the bidder/vendor.   |
|           | SCOPE OF WORK:   |
|           | • Supply, Installation, Inspection, Commissioning, and 01 (one) year onsite comprehensive warranty of all the Air Conditioners at the prescribed delivery location.  |
|           | • Tracking Physical Movement of all the Air Conditioners during delivery, installation, relocation, etc.   |
|           | Lodging complaints to the OEM.   |
|           | Problem Diagnosis, Support and Resolution for Peripherals.   |
| 4         | • Call/ Complaint reports.   |
|           | • Start date for technical support is from the date of successful Installation & Commissioning and acceptance of all the Air Conditioners.   |
|           | •The actual delivery of all the Air Conditioners has to be done at the Central Purchase Section, Visva-Bharati, Santiniketan and installation & configuration of them has to be done at the concerned Departments/Bhavanas/Offices of Visva-Bharati.   |
|           | •After the successful delivery & installation of all the Air Conditioners, bidder/vendor has to obtain an inspection/acceptancereport duly signed by the concerned officials as nominated by Visva-Bharati.  |

#### **Instructions to the Bidders:**

This is a two-part bid process. The two parts of the bid are as follows:

•Part 1 - Technical Bid: Bidders complying with the Pre-Qualification/Eligibility criteria shall only be considered for opening of their financial bids. Schedule of the financial bid opening shall be intimated to only those bidders who qualify in Part 1 – Technical Bid.

The following documents/ annexures are mandatorily required to be submitted by the bidders along with the Technical Bid (Part 1) on the GeMPortal:

Annexure A – Compliance of Technical Specifications of all the Air Conditioners

Annexure B – Compliance of Other Terms and Conditions

Annexure C – Compliance of the Pre-Qualification/ Eligibility Criteria

Annexure D – Bidder/Vendor Profile Form

Annexure E – Bid Form

Annexure F – Undertaking on Compliance of Bid Requirements

Annexure I – Undertaking related to ESG

•Part 2 - Financial Bid\*: The Financial Bid of technically qualified bidders only shall be opened. The bid shall be evaluated on least cost selection (LCS) method in composite basisamong the

qualifying bidders shortlisted after technical evaluation. The lowest financial proposal (L1 bidder) will be considered for award of the contract.

- •The bidder shall quote price including all charges such as, delivery, installation, Goods Service Tax, others (if any), etc.
- \*Note: Bidders shall not submit the price/financial details along with the technical bid, non-compliance of the same shall be at the bidders' risk & cost, and their bid may be treated as non-responsive and is liable to be summarily rejected.
- •Each OEM or its authorized Dealers shall submit only one bid either by OEM or its dealer firm (proprietary or a joint venture unit), both cannot bid simultaneously. A bidder who submits more than one bid shall be summarily rejected from further evaluation process. A bidder must submit Bid Specific Manufacturer Authorization Certificate from OEMs against this bid. The bidder shall not submit bid on behalf of another OEM.
- •Terms and Conditions stipulated in this ATC document will supersede those Terms and Conditions mentioned in the GeM bid document, in case of any conflicting provisions.
- •Bidders are advised to visit the site to familiarize themselves with the nature and quantum of work/site condition and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid, with no additional cost to Visva-Bharati.

#### •Exemptions with respect to the Pre-Qualification/ Eligibility Criteria:

Exemptions shall be provided to MSEs (Micro and Small Enterprises)/NSIC bidders only for the following criteria:

- (a) Exemption for Years of Experience, and not for "Past Experience for Similar Services";
- (b) Exemption for Turnover criteria;
- (c) Exemption for EMD (Earnest Money Deposit)

The bidder seeking the above exemptions must submit the valid documentary evidence along with the technical bid (Part 1) for the relevant category as per GeM General Terms & Conditions (GTCs). Under MSE category, only Manufacturers for Goods and Service Providers for Services are eligible for exemption. Traders are excluded from the purview of this Policy.

The tentative work plan along with timelines:

| Sl.<br>No | Milestones  | Deliverables  |
|-----------|---|---|
| 1.        | Placement of Purchase Order/GeM Contract  | T1  |
| 2.        | Submission of Performance Bank Guarantee (PBG) of 5% of the total contract value to Visva-Bharati   | T2 = T1 + 10  (days)  |
| 3.        | Delivery & Installation of all the Air Conditioners as per specifications and quantity at the mentioned location  | T3 = T1 + 20  (days)  |
| 4.        | Submission of Inspection Report followed by submission of Acceptance of all the Air Conditioners as per Purchase order by Visva-Bharati   | T4 = T3 + 07 (working days)   |
| 5.        | 1 year free comprehensive warranty (Coverage: Labor and all functional parts: compressor, Inverter controller drive, Remote, Indoor PCB, Fan Motors, Heat Exchange coils and Gas Charging), 05 years warranty on compressor in terms of PBG | From the date of Installation followed by acceptance of Visva-Bharati + 01 year and two months. |

Note: The above specified Scope of Work is indicative and not exhaustive and the bidder is deemed and obliged to provide all necessary goods/services and related works within the quoted cost for successful implementation/commission of the assigned work/ project.

Annexure-C

Eligibility/Pre-Qualification (PQ) Criteria:

| Sl.<br>No | Particulars   | Compliance (Yes/No) |
|-----------|---|---------------------|
| 1.        | The bidder should be either Original Equipment Manufacturer (OEM) or their Authorized Distributor/ Dealer/ Retailer of Air Conditioners.  |                     |
|           | (The bidder must submit <u>Bid Specific Manufacturer</u> <u>Authorization Certificate</u> / Manufacturer's <u>AuthorizationForm(MAF) from OEMs against this bid)</u>  |                     |
|           | Details of OEM/ Original Service Provider such as Name, Designation, Office Address, Contact Number and email must be mentioned on the OEM Authorization Certificate/ MAF.  |                     |
|           | (The OEM Authorization Certificate/ MAF shall be verified by Visva-Bharati from the respective OEMs)  |                     |
| 2.        | The bidder should submit an Earnest Money Deposit (EMD) of ₹25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft/ Banker's Cheque infavour of The Accounts Officer, Visva-Bharati payable at Santiniketan.   |                     |
|           | (The bidder shall upload a scanned copy of the Demand Draft/ Banker's Cheque along with the technical bid and must submit the original hard copy to the In-Charge, Central Purchase Section, Visva-Bharati on or before bid end date.) Please mention tender reference on the envelop.                                |                     |
| 3.        | The bidder or the OEM should have a registered office within India and an Authorized Service Centre within 200 km fromBolpur, Santiniketan.   |                     |
|           | (The bidder shall submit self-attested copy of the registration certificate or a self-declaration duly signed and stamped by the authorized signatory in this regard).  |                     |
| 4.        | The bidder's minimum Annual Financial Turnover should be ₹50,00,000/- (Rupees Fifty Lakh only) in each Financial Year, during the last (03) three Financial Years i.e., FY 2021-22 & FY 2022-23& FY 2023-24. The turnover should be applicable to the bidder and not for its group of companies/subsidiary companies. |                     |
|           | (The bidder shall submit Certificate from Chartered Accountant (CA)/ Profit and Loss Statement/ Audited financial statements of the last 03 (three) financial years duly signed and stamped by the CA along with the technical bid. Please note that UDIN no of certifying Chartered Account must be mentioned).      |                     |
| 5.        | The bidder must have successfully executed/ completed contracts of similar goods/ services viz. "Supply/ Installation of Air Conditioners" to the reputed Corporate Firms/ Public Sector Companies/ Government Banks/ Central Universities/ Central Institutes/ Central or State                                      |                     |

|    | Government Departments.  |  |
|----|--|--|
| 6. | The Bidder should have a valid documentary proof of GST and the details of Income Tax Registration Number (PAN) and Corporate Identification No (CIN) or Limited Liability Partnership (LLP) No as the case may be.  (Attach Self-attested copy of GST and PAN in this regard)   |  |
| 7. | The Bidder and the OEM of the product offered by the bidder must not have been blacklisted/banned or debarred by any Central/State Government Department/Ministries/PSU's/Autonomous Bodies/Statutory Bodies/Government Banks/Institutions, etc. in India.  (The bidder shall submit self-declaration duly signed and stamped by the authorized signatory in this regard). |  |
| 8. | The bidder should not be under liquidation, court receivership or similar proceedings and should not be bankrupt.  (The bidder shall submit self-declaration duly signed and stamped by the authorized signatory in this regard).  |  |
| 9. | Make in India Declaration on OEM Letter Head.  (The bidder shall submit declaration duly signed and stamped by the authorized signatory from OEM in this regard).  |  |

Note: The bidders must fulfill the above-mentioned PQ/Eligibility Criteria in order to qualify in the Technical Evaluation. The bidders not complying with the above PQ criteria shall be treated as disqualified and their bids may be summarily rejected from further evaluation process.

#### **Project Timelines:**

Time is Essence of the contract. The successful Bidder shall complete the work as per the Scope of Work within a time-bound manner as required/stipulated by Visva-Bharati. In case of delay in services or meeting timelines/deadlines stipulated by Visva-Bharati, apart from imposing penalties as decided by Visva-Bharati, the Liquidated Damages shall be levied as mentioned in the relevant clause.

#### 1. Inspection:

An in-house inspection team, delegated with appropriate authority, shall conduct an inspection of all Air Conditionersaftertheir installation at the concerned Departments / Bhavanas /Offices and issue an Inspection Report/Certificate. The Successful Bidder shall submit that Inspection Report/Certificate to the Central Purchase Section immediately. The Central Purchase Section shall issue a requisition for inspection of all Air Conditioners to the inspection team immediately. The inspection team shall complete the inspection and certification formalities in terms of Purchase order specification within 15 working days from the date of receipt of requisition from the Central Purchase Section. The successful Bidder shall abide by the findings of the inspection report and the decision of this inspection team regarding acceptance of supplied Air Conditionersare final. In case of rejection of Air Conditioners, if any, the same should be replaced within 10 days from the date of receipt of communication over registered mail.Inspection of the Air-Conditioners is subject to the discretion of Visva-Bharati.

#### **Payment Terms:**

- a) No advance payment shall be made.
- b) Payments shall be made subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective Purchase Order/Work Order. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961 and any other taxes.
- c) All Payments shall be made in Indian Rupees (INR) only.
- d) 75% of the total contract value after successful delivery & installation of all Air Conditionersat the delivery location as mentioned in this bid document and submission of the following documents to Visva-Bharati on FOR destination basis:
- Performance Bank Guarantee (PBG) at the rate 5% of the total contract value;
- Warranty Certificate.
- e). Remaining 25% payment will be made after technical testing/verification of all the delivered all Air Conditioners followed by acceptance by the inspection team in writing.
- f) All relevant proof of delivery, installation and acceptance report duly signed by the concerned officers, Performance Bank Guarantee, Warranty Certificate, etc. to be submitted by the successful bidder to Visva-Bharati for processing the payment.

#### Performance Security/ Bank Guarantee (PBG):

1. The successful Bidder shall furnish a Performance Bank Guarantee (PBG) to Visva-Bharti at the rate of 5% of the total contract value with a validity of warranty period (01 year) + 02 months claim period, in the form of a Bank Guarantee from a commercial bank or a Bank Draft in favour of The Registrar, Visva-Bharati payable at Santiniketan, Bolpur. After award of contract, successful Bidder has to upload scanned copy/proof of the PBG along with the technical bid and has to ensure delivery of original hardcopy to Visva-Bharati within 10 (Ten) days from the date of issuance of the GeM Contract/Letter of Award.

(PBG format is enclosed at Annexure – G)

- 2. No payment will be released without submission of PBG to Visva-Bharati. Non-submission of PBG may lead to termination of the contract and getting the work done at bidder's risk and cost including forfeiture of the EMD.
- 3. The PBG can be revoked or forfeited in full in case of any non-compliance of Purchase order terms and conditions. Visva-Bharati can also deduct compensation from the Performance Security/Bank Guarantee for failures on the bidder's part to complete its obligations under the contract.

#### **Liquidated Damages (LD):**

- a) The successful bidder should comply with the delivery schedule as mentioned in the Delivery schedule as above and/or in Purchase order. Liquidity damage shall be levied at the rate of 0.5% per week on the total value of the Purchase order up to a maximum of 5% of work order value. The liquidity damage shall be waived/exempted if the reasons for delay are not attributed to Successful Bidder. Decision of the **Registrar**, **Visva-Bharati**, **Santiniketan** shall be final and binding on the Successful bidder in terms of Purchase order. The successful bidder shall be entirely responsible for any damages or losses to the material/ordered items in transit, if any.
- b) LD can be recovered from any dues of the successful bidder/ seller.

#### **Dispute Resolution:**

Settlement of any dispute if arisen out of this Purchase Order/Contract is subject to the jurisdiction of Calcutta High Court.

Vendor Profile Form

| 1  | Name & Legal Status of the Bidder  |          |  |         |                        |
|----|--|----------|--|---------|------------------------|
| 2  | Organization Registration Details<br>(Incorporation or Commencement of<br>Business/ Other Statutory<br>Registrations etc.) |          | Date of incorporation/<br>Registration |         | CIN. NO/<br>LLPIN No : |
| 3  | GST Number:  |          | PAN Number:                            |         |                        |
| 4. | Registered/Corporate office Address of the Bidder  |          |  |         | 1                      |
|    | Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/Directors  | 1)       |  | DIN No. |                        |
|    | of the Bidders.  | 2)       |  | DIN No. |                        |
|    |  | 3)       |  | DIN No. |                        |
|    | Registered Office Address & Contact Details:   |          |  |         |                        |
|    | Names and Designations of the persons authorized for single point interaction with Visva-Bharati                           |          |  |         |                        |
|    | Mobile Numbers of Contact persons:   |          | E-mail of Contact persons:             |         |                        |
| 5. | MSME Registration:   | (Yes/No) | If Yes, Regd.No.:                      |         |                        |
|    |  |          | Date:                                  |         |                        |
|    |  |          | Category:                              |         |                        |
|    |  |          | Range of S<br>Services:                | Supply/ |                        |
|    | Start-up India Registration:   | (Yes/No) | If Yes, Re                             | gd. No. |                        |
|    |  |          | Date:                                  |         |                        |
|    |  |          | Category:                              |         |                        |
|    |  |          | Range of Services:                     | Supply/ |                        |
|    | TReDS (Trade Receivables   | (Yes/No) | If Yes, Re                             | gd. No. |                        |
|    | Discounting System) Registration   |          | Date:                                  |         |                        |
|    |  |          | Category:                              |         |                        |
|    |  |          | Range of Services:                     | Supply/ |                        |

Signature & Company Seal Company Name: -

Place & Date: -To,

The Registrar, Visva-Bharati, Santiniketan, Pin 731 235

#### **BID FORM**

(To be submitted on the firm's letter head duly signed & stamped by the authorized person – Documentary proof authorizing the person by the bidder to be attached)

To, The Registrar, Visva-Bharati, Santiniketan, Bolpur Pin 731 235

| Ref: Bid document No.: | Dated: |
|------------------------|--------|
|------------------------|--------|

Sir/Ma'am,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the Bid scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the Bid and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Bid/Tender/IFB/RFQ/RFP etc. documents.

If our bid is accepted, we will submit a Performance Bank Guarantee (PBG), in the form prescribed (Annexure - I) by Visva-Bharati as per the Bid terms and conditions.

The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire warranty period of contract plus two months. The EMD will be retained by Visva-Bharati till PBG is submitted.

We agree to abide by this bid for a period as per Bid offer validity required after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

#### Herein, we declare:

- 1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document.
- 2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
- 3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
- 4. We enclose herewith the complete Pre-Qualification (PQ)/Eligibility Criteria Bid as required by buyer.
- 5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
- 6. Certified that the bidder is a company and the person signing the document is the constituted attorney.
- 7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
- 8. We do hereby confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the bid documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

- 9. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.
- 10. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.
- 11. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

| Dated this day _ | of 20 |
|------------------|-------|
|                  |       |

Signature of Authorized Signatory Official E-mail: Contact Person Name: Mobile No: Email:

## UNDERTAKING ON COMPLIANCE OF BID REQUIREMENTS ALONG WITH TERMS & CONDITIONS

(To be submitted on the firm's letter head and signed by an authorized person - documentary proof authorizing the person by the bidder to be attached)

I/We hereby undertake that I/ We have examined/ perused, studied, and understood the Bid no.\_\_\_\_\_\_
Dated\_\_\_\_\_ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Bid is indicative only and not exhaustive in any manner. I/We understand that the Scope of work may undergo minor changes as per prevailing Visva-Bharati requirements at the time of award and/or signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and Bid terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the services and undertake to be the single point of contact for Visva-Bharati for all services, terms, and conditions and for the entire scope of work and requirements as defined in this Bid document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the Bid document and should be accordingly submitted to the Visva-Bharati. In case of a failure to comply and/or a variation the Visva-Bharati has got sole discretion to consider or disqualify my/our bid for the Bid and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period as per Bid offer validity required after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the Bid document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped Bid document as an acceptance and compliance of Bid specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the Bid along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of Visva-Bharati and shall provide the same solution as proposed in the bid document during contract period. In case of a default Visva-Bharati can levy liquidated damages on myself/ ourselves as per Bid terms and conditions.

I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, Visva-Bharati has discretion to terminate the contract and get the work done though third party as per the risk purchase clause mentioned in this Bid.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the Bid document.

I/We hereby undertake that I/ We have no conflict of interest by bidding in this Tender with the said assignment in case the same is established I / We hereby undertake and deemed to be debarred from not only this Bid but all other Bids of Visva-Bharati as decided by Visva-Bharati at its discretion.

For any breach I/ We shall be deemed to be solely responsible for the same and unconditionally agree to any liquidated and/or penal provisions levied on me/ us in this regard by Visva-Bharati without any contest from my/ our side.

Signature of Authorized Signatory Name of the Signatory: -Place & Date: -Company Name & Company Seal

To, The Registrar, Visva-Bharati, Santiniketan, Bolpur Pin 731 235

## FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

To,
The Registrar,
Visva-Bharati,
Santiniketan, Bolpur
Pin 731 235
(With due stamp duty if applicable)

### OUR LETTER OF GUARANTEE NO.:

| In consideration of Visva-Bharat                                    |                       |               |                  |                       |    |
|---|-----------------------|---------------|------------------|-----------------------|----|
| "VB" which expression shall ur                                      | iless repugnant to t  | the content   | or meaning the   | ereof include all it  | S  |
| successors, administrators and ex                                   |                       |               |                  |                       |    |
| issued Purchase Order No  | Dated                 | with/ on      | M/s (Hereinafte  | r referred to as "Th  | e  |
| Supplier" which expression unles successors, administrators, and ex | ss repugnant to the o |               |                  |                       |    |
| WHEREAS the Supplier having conditions given in the Agreeme         |                       |               |                  |                       |    |
| and VB having agreed that the Su                                    | applier shall furnish | to VB a Per   | rformance Guara  | antee for the faithfu | ıl |
| performance of the entire contra                                    | ct, to the extent of  | 5% (five p    | ercent) or preva | ailing percentage o   | f  |
| performance security notified by                                    | Govt. of India /PCM   | I division fr | om time to time  | shall be applicable   | (؛ |
| (or the percentage as per the indiv                                 |                       |               |                  |                       |    |
| Wa  | ("The Doub"           | ") vyhioh     | مادراد ما الماد  | OLID guanggam         | ~  |
| We,   | ( The Bank            | ) which       | snaii include    | OUR successors        | š, |
| administrators and executors  |                       |               |                  |                       |    |
| Noin your favour for account of                                     |                       | a 1           | 0 0              |                       |    |
| in your favour for account of                                       | (The                  | Supplier) ir  | cover of perform | rmance guarantee i    | n  |
| accordance with the terms and con                                   | nditions of the Agree | ement/ Purcl  | hase Order. Here | eby, we undertake t   | 0  |
| pay up to but not exceeding   |                       | (             | say only) upon 1 | receipt by us of you  | ır |
| first written demand accompanie                                     | ed by your declarat   | ion stating   | that the amount  | t claimed is due b    | y  |
| reason of the Supplier having fai                                   | iled to perform the   | Agreement     | and despite any  | contestation on th    | e  |
| part of above named supplier.                                       | •                     | -             | • •              |                       |    |
|   |                       |               |                  |                       |    |

This Letter of Guarantee will expire on plus 60 (Sixty) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature Chief Manager/ Manager Seal of Bank

## <u>Undertaking related to ESG</u> (To be submitted on Company's letter head)

| <ol> <li>Name of the Agency:</li> <li>Address of Agency:</li> </ol>  |
|--|
| We herewith declare that –   |
| 1. We adhere to fair labour practices, ensuring a safe working environment, fair wages, and compliance with applicable labour laws.  |
| 2. We uphold ethical business conduct, including anti-corruption measures.   |
| 3. We provide products that are environmentally sustainable, have consciously minimized carbon footprints in the production or sourcing process and invariably incorporate a minimum percentage of recycled materials wherever applicable. |
| 4. We encourage diversity and inclusion within our organization and supply chains and comply with health and safety regulations, ensuring the well-being of employees.   |
| It is certified that the information furnished above is true and correct.  |
| (Signature of Authorized Signatory) (With Official Seal)   |
| Date: -  |
| Place: -   |
| Note:  |
| • For all procurement related to services and IT related equipment, all the points (1 to 4) will be applicable.  |
| For other goods, Point no. 1 & 2 will be applicable and point 3 & 4 has to be decided by indenting division on case to case basis.   |
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| To, The Registrar, Visva-Bharati, Santiniketan, Pin 731 235  |