



উত্তরবঙ্গ কৃষি বিশ্ববিদ্যালয়

পুন্ডিবাড়ী,কোচবিহার,পশ্চিমবঙ্গ-৭৩৬১৬৫

UTTAR BANGA KRISHI VISWAVIDYALAYA

P.O. PUNDIBARI, DIST. COOCH BEHAR, WEST BENGAL- 736165

প্রফেসর প্রদ্যুৎকুমারপাল
নিয়ামক (ভারপ্রাপ্ত)
Prof. Prodyut Kr. Paul
Registrar (Acting)

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E-Tender Ref. No. UBKV/Est T/P-02/11/2024-25

Date:29/07/2024

NOTICE INVITING TENDER (NIT)

Online Tenders are being invited under Two Bid System viz, Part-I Technical Bid and Part II Financial Bid from the intending reputed, bona-fide and experienced manufacturers / authorized dealers for Supply and installation of various Instruments under the project entitled “**RKVY Infrastructure Development at Regional Research Stations of Uttar Banga Krishi Viswavidyalaya for production of quality planting materials, refinement of technologies and human resource development to Rejuvenate Mandarin Orange at Hill of West Bengal**” at Soil Testing Lab & Tissue Culture Rack, RRS (HZ), Kalimpong as per following specification.

Details specification of various Equipment and Instruments

Sl. No.	Details of the Instruments	Qty.
1	Hot Air Oven- Floor Model with Castor Wheel Size: 24x24x24 <ul style="list-style-type: none">Inner Chamber Size : 600 x 600 x 600 mm (24x24x24 inch)Should have clastor wheelsShould have Inner chamber S.S. 304; Outer MS Powder CoatedGap is filled with 75mm high grade Glass WoolShould have Temp range: Amb to 250 °C Temp. Accuracy: + 1 °CShould have Air Ventilation on Side; Access Port to insert SensorShould have Digital Timer 99 hours 59 minCan run With or Without TimerShould have SS Tubular AIR HEATER providedShould have Microprocessor PID Digital Temp Indicator / ControllerShould have Auto Off if Temp Shoots SET Value functionShould have Displays SET Value & Present ValueShould have Motorized Blower with Fan for Uniform TempShould have Inner chamber with Ribs for adjusting 2 SS ShelvesShould have ON/OFF, Pilot Lamp for Mains & HeatingVoltage: 220 V, 50Hz Single PhaseWarranty: 2 Years (Onsite)Should be ISO 9001: 2015, 13485 ,45001, 14001 & CE Certified Co. product (Certificates to be enclosed)Product Catalog Link: Valid URL link of the quoted product should be mention in the Bid / Technical Comparison Sheet.	01
2	Vertical All Quartz Double Distillation Unit with accessories <ul style="list-style-type: none">Output: 1.5-2.5 Lit Per HourSupplied complete with All Quartz Double Distillation Unit, water softener&auto cut off device.Warranty: 2 years (Onsite)Preferred Make/Model: Riviera 72240015 + 72250000 + 7226000 /Equivalent of Borosil DDU 250	01
3	Mechanical Rotary Shaker along with 30-36 nos 500ml flask holding capacity <ul style="list-style-type: none">Should have MS Powder Coated BodyShould be Coupled by means of V Belt with Patch PulleyShould have Variable Speed Controller Should have SS PlatformShould be With Rubber holder	01

	<ul style="list-style-type: none"> Should have 30-36 nos Lotus Clamps (250/500 ml) to hold Flask Should have Variable Speed from 30 to 250 RPM +/- 5 Voltage: 220 V, 50Hz Single Phase Warranty: 2 Years (Onsite) Should be ISO 9001: 2015, 13485, 45001, 14001 & CE Certified Co. product (Certificates to be enclosed) Product Catalog Link: Valid URL link of the quoted product should be mention in the Bid / Technical Comparison Sheet 	
4	<p>Tissue Culture Rack</p> <ul style="list-style-type: none"> For producing Circadian Rhythms Tissue Culture, Biotechnology & Allied Works with latest LED lamps to produce excellent simulated natural light. Size of Racks: Height of rack 152 cm (7'0"). Width 127cm (4'2") (Approx.) Shelve dimension: 122 × 52.2 cm (50" × 21") Shelf to shelf distance: 35cm (16") Shelf Color: Square M.S. pipe 32x32mm/Aluminum pipe white shade powder Coating finish with anti-corrosive and humidity resistant. Shelf Material: 3mm Hylem sheet. Shelves: illuminated shelves in one rack are: 05 nos. Total no. of shelves (including top) in one rack: 06 nos. LED Tube lights: Four 20W LED tube lights (Philips/Havells/ similar make) in each shelf of each rack, one is for operating two tubes. Total no. of LED lamps in one rack: 20 nos. One main switch for each castor rack. With separate switch is provided for every LED tube. Four castor wheels in a rack for easy movability. Side holder rods, on each shelf prevent the bottles etc. from falling from the three sides of a shelf, i.e. On the left, back & right. Front side is used for keeping or removing the bottles etc. LUX on Each Shelf 4000 To 5000 Lux Voltage: 220 V, 50Hz Single Phase Warranty: 2 Years (Onsite) 	01
5	<p>Fully Automatic Vertical Autoclave</p> <ul style="list-style-type: none"> Volume: 18x22" /80Lit Should be of Double Walled unit Glass Wool Insulation Should have Inside SS 304 & Outside Mild Steel with Steel Lining Should have Lid MS with SS lining Should have Working Temp. Up to 121 °C Should have Pressure adjustable from 0 to 30 psi Should have Radial Locking System & Pedal Lifting System Should have Microprocessor Digital Temp Indicator Cum Controller Should have Digital Timer 0 to 99 min Should have Water level Indicator Should not run if there is NO Water, if Switched ON (Safety Feature) Should have Auto Pressure Control Switch Should be Fitted with Standard Accessories: Pressure Gauge, Steam Release Cock, SL Safety Valve & One SS Basket, Drain valve at bottom & 3 Mtrs Cord and plug Voltage: 220 V, 50Hz Single Phase Warranty: 2 Years (Onsite) Should be ISO 9001: 2015, 13485, 45001, 14001 & CE Certified Co. product (Certificates to be enclosed) Product Catalog Link: Valid URL link of the quoted product should be mention in the Bid / Technical Comparison Sheet. 	01
6	<p>Imported Precision Analytical Balance; upto 3 decimals</p> <ul style="list-style-type: none"> Capacity: 220gm Minimum Display: 0.0001g Repeatability: ≤ 0.1mg Linearity: ± 0.0002g Stabilization Time: Approx. 3.0 seconds 	02

	<ul style="list-style-type: none"> • Pan Size (mm) approx.: ø90 • Calibration: Internal • Power: 12V, 1A • Warranty :2 years • Preferred Make/Model: Mettler Toledo ME 204 /Sartorius BSA 224S-CW /Equivalent • Should have service Centre within West Bengal (Documentary Evidence required) 	
7	Analytical Balance – 5kg Capacity <ul style="list-style-type: none"> • Capacity: 5000 g • Readability 0.1gm • Top Loading; Circular / Square Pan • Fully Automatic External Calibration • Battery backup for 25-30 min, to run in case of Power failure • Supplied complete with 600VA UPS • Ready for use: Batteries included. AUTO-OFF function to preserve the batteries, can be switched off • Warranty: 2 Years (Onsite) • Should have service Centre within West Bengal (Documentary Evidence required) • Manufacturer should have ISO 9001: 2015, 45001, CE, IEC-1 Certificates 	02
8	Borosil Double Distillation Unit- 2.5 lit /hr Capacity <ul style="list-style-type: none"> • Dist. Water output capacity (Approx.) : 2.5 Lit/hr. • Electrical Requirements : 230-250 Volts, Single Phase 4.4 KW • Minimum Cooling Water requirement : 2 Lit / Min • Biological Activity : Pyrogenic Free • Conductivity S/Cm : <1 x 10⁻⁶ • Total Organic Carbon (TOC) µg / l : <500 • Organic Matter mg / lit : nil • Total Solids mg / lit : <0.1 • Distillate Temp. : 65 – 75°C • Warranty : Mandatory 2 years • Supply complete with accessories & Power supply and Water Softener as optional • Preferred Make/Model: Borosil 3362032 / Equivalent of Riviera 	01
9	Refrigerator -300 Lits <ul style="list-style-type: none"> • Capacity: 300 Lits • Star Rating: 3 Star or 4 Star • Warranty: 1 year on product, 10 years on compressor • Features: Digital Inverter Technology, Stabilizer Free Operation (100-300V), LED Lighting, Power Cool Function, Power Freeze Function, All Around Cooling etc • Preferred Make/Model: Samsung RT34C4522SX /Equivalent 	01
10.	Inverter 3 star Hot & Cold AC with suitable voltage stabilizer <ul style="list-style-type: none"> • Hot & Cold – 1.5 Ton • Inverter 3 star • Temperature Range -2°C to 52°C Performance • Turbo Cool • Anti-Corrosive Blue Fins for Protection • 5-in-1 Convertible Cooling • 4-Way Swing • PM2.5 Filter with Activated Carbon • ISEER: 3.93 • Electricity Consumed In 1600 Hours. (Units/Year): 999.75 • Moisture Removal (Litres/Hour): 1.37 • Warranty: 1 year • Preferred Make/Model: Blue Star IC318DNUHC + V-Guard VWR 400 Voltage Stabilizer • Nearest Service Centre should be in Kalimpong /Siliguri 	02
11	Microoven-20-25 L Solo <ul style="list-style-type: none"> • Capacity: 20-25 Lit • Type: Solo • Microwave Frequency (MHZ): 2450 • Power Source (V/HZ): 230/50 	01

	<ul style="list-style-type: none"> • Microwave Power Consumption (Watts): 1400 • Digital Clock: Yes • Timer Option: Yes • Express Cook/Quick Start: Quick Reheat • Steam Clean: Yes • Disinfect: Yes • Deodorizer: Yes • Auto Defrost: Weight Defrost • Warranty: 1 year • Preferred Make/Model: IFB 24PM2B /Equivalent 	
12	<p>pH meter (Eutech) Type: Bench Top: pH Range:</p> <ul style="list-style-type: none"> • Range: 1.99 to 16.00 • Resolution 0.01 pH • Accuracy ± 0.002 • Cal. Points Up to 5 points <p>ORP Range:</p> <ul style="list-style-type: none"> • Range $\pm 1999\text{mV}$ • Rel. mV Range $\pm 1999\text{mV}$ • Resolution 0.1 mV ($\pm 199.9\text{mV}$) / 1mV/(beyond) • Accuracy ± 0.2 mV ($\pm 199.9\text{mV}$) / $\pm 2\text{mV}$/(beyond) <p>Temperature Range:</p> <ul style="list-style-type: none"> • Range 0.0 to 100.0°C/0.32.0 to 212.0°F • Resolution 0.1°C/0.1°F • Accuracy $\pm 0.5^\circ\text{C}$ / $\pm 0.9^\circ\text{F}$ • Compensation automatic or Manual (0 to 100°C/± 32 to 212.0°F) <p>Memory: Minimum 100 Data sets</p> <p>Power Requirements:</p> <ul style="list-style-type: none"> • 9-12 V DC adapter, 3.0 – 3.5 A(100/240 VAC, SMPS) <p>Supplied complete with:</p> <ul style="list-style-type: none"> • pH meter with pH Electrode, ATC Probe, Integral Electrode, User Manual, Power adapter and Set of 3 buffers. <p>Warranty:</p> <ul style="list-style-type: none"> • 02 years <p>Preferred Make/ Model:</p> <ul style="list-style-type: none"> • Eutech Cyber scan pH 700(ECPH 700425) Equivalent 	01
13	<p>EC Meter (Eutech)</p> <ul style="list-style-type: none"> • EC range : 0.00 $\mu\text{S/cm}$ to 200 mS/cm • TDS range : 0.00 to 50 mg/L • Temperature : 0 to 100°C • Resolution : EC- 0.01 / 0.1 / 1 μS; 0.01 / 0.1 mS, TDS- 0.01 / 0.1 / 1 ppm; 0.01 / 0.1 ppt • Accuracy @ 25°C : $\pm 1\%$ of EC reading $\pm (0.05 \mu\text{S/cm})$ $\pm 1\%$ of TDS reading $\pm (0.03 \text{ mg/L})$ • Warranty : 2 Years • Preferred Make / Model : Eutech Cyber scan CON 700 (ECCON70043S)/ Equivalent 	01
14	<p>Glass Bead Sterilizer</p> <ul style="list-style-type: none"> • For Dry Sterilization • Ideal for Loops & Needles • Temp 50°C to 250°C • Dia 2" x 6" Depth • Voltage: 220 V, 50Hz Single Phase • Warranty: 2 Years (Onsite) 	03

	<ul style="list-style-type: none"> Should be ISO 9001: 2015, 13485, 45001, 14001 & CE Certified Co. product (Certificates to be enclosed) Product Catalog Link: Valid URL link of the quoted product should be mention in the Bid / Technical Comparison Sheet. 	
15	Hygrometer <ul style="list-style-type: none"> Display Temp, Humidity Memory of MAX/MIN measuring value Temperature: -50 ~ 70°C (-58 ~ +122°F) Accuracy: ±1.0°C / ± 1.8 °F Resolution: 0.1°C / 0.1°F Humidity: 10% ~ 99% RH Accuracy: ± 2-5% (40%~80%) Resolution: 1% RH Power Supply: 1.5 V (AAA Size) x 1 Battery Warranty: 1 year 	02
16	Magnetic Stirrer with Hot Plate- TarsonSpinot <ul style="list-style-type: none"> Speed Mode: Variable Speed Speed (RPM): 1000 Minimum Speed increment step (RPM): 100 Type of Drive Motor: Brushless Motor DC Top plate Material: Ceramic Body Material: Mild Steel Finish of Body material: Powder coated Ambient operating Temperature range: 0 to 50 °C Type of Drive Motor: Brushless Motor DC Warranty: 2 Years 	01
17	Dehumidifier <ul style="list-style-type: none"> Recommended Coverage for Dehumidification: up to 6000 cu. ft Power consumption: 695 watts Voltage: 220V-240V/50Hz Extraction (30°C, 80% RH): 54 liters/day without Air Purification Air flow: 360 m³/h Humidity setting: Electronic Running temp.: 5-37°C Compressor & Refrigerant: Rotary Coolant: R-410a Noise level (approx.): 55 db High Speed, 50 dB Low Speed Weight: 21.5 kg Dimension (WxDxH): 15x11x28 inches Recommended coverage: Up to 150 sq. Ft. Tank capacity: 7 liters Warranty: 2 Years Preferred Make/Model: Novita -Origin O50 	01

➤ Tender Schedule:

•	Date of Online Publication	:	29/07/2024
•	Starting Date of online upload & submission	:	29/07/2024
•	Last date of online bid submission	:	12/08/2024
•	Last date of quotation submission (Hard copy)	:	13/08/2024
•	Opening date of Technical bids	:	14/08/2024
•	Tender fee	:	Nil
•	EMD	:	₹47,750.00 (Rupees Forty-Seven Thousand SevenHundred fifty) only for all items or @2.5% of quoted value for a single/partial item by means of demand draft from any Commercial Bank in favour of <i>Uttar Banga Krishi</i>

			<i>Viswavidyalaya payable at Cooch Behar.</i>
•	EMD Exemption	:	MSME, SSI & NSIC certified bidders may be exempted. Subject to submission of Valid such exemption certificate
•	Details available in the website	:	https://wbtenders.gov.in/www.ubkv.ac.in

1. General Instructions:

In the event of e-tendering, intending bidder may download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC)

2. Submission of bids:

Both Technical bid and Financial Bid are to be submitted concurrently duly digitally signed by the Authorized Company personnel who is in the pay roll of the Company in the website <http://wbtenders.gov.in>. All papers must be submitted in English language.

3. Warranty: 2(Two) years mandatory from the date of installation or as mentioned in technical specification.

4. Eligibility for Quoting:

- Original Equipment Manufacturers (OEM) or Dealers/Distributors/Agents duly authorized by the manufacturers who are able to supply the assured quantities as per requirement & have requisite qualification for meeting the requirements as per this tender are only eligible for quoting.
- Further, vendors who were declared black listed and/or insolvent by any Govt. Concern/any Institutions in the Country for particular item or items are not eligible to participate in the current tender for that item or items.

• Integrity Pact Declaration:

- Bidder should not offer any benefit to the employees of the University and also not sold to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- Bidder should not enter into any undisclosed agreement or Understanding with other bidders with respect to prices, specifications, certifications, Subsidiary contracts, etc.
- Undertaking (as part of Fall Clause) is to be given by the bidders that he has not and will not sell the same material/equipment at prices lower than the bid price;
It is needed to mention that the University will have the right to take punitive actions for any violation on behalf of the Chancellor.

5. Annual Turnover Requirements:

Vender having average annual Turn Over more than Rs.40 Lakh in India for last three financial years 2021-22, 2022-23& 2023-24 are eligible to participate in the Tender.

6. Submission of Tenders

6.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 1. All the documents including addendum/ Corrigendum related to the tender uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time, one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the notice and prepare the required documents and upload the scanned documents of originals in Portable Document Format (PDF) to the portal in the designated locations/folders of Technical Bid. He needs to fill up the active cell at BOQ and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should in general upload the latest documents as part of the tender, however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken acceptant of such latest documents including addendum/corrigendum, if published till the bid submission ends.

6.2 Technical Bid

The Technical Bid should contain scanned copies and/or declarations in the following standardized formats in two covers (folders):

I. Technical File (Statutory Cover) containing:

- Technical details of the Items Quoted "Bidders" must submit Technical specification along with Catalogue of the item quoted in "Technical Details" Folders.

b) Audited Annual Accounts for last three financial years 2021-22, 2022-23& 2023-24 or during the period since formation of the Firm, if it was set up in less than such 3- year period. Bidders whose accounts are not audited must submit 26AS for the above years as available in the official website of the Income Tax Department, Government of India. (to be submitted in “Accounts” folder)

II. My Document (Non-Statutory Cover) containing as follows:

Sl. No.	Category	Sub-Category	Sub-Category Description
1	Certificates	Certificates	PAN Card of the Bidder
			GST Registration Certificate
2	Company Details	Company Details	Trade License/Enlistment Certificate
			Registration with Registrar of Companies
			Memorandum of Articles for Limited Companies.
3	Credential	Credential 1	a) Copy of the purchase order with compliance certificate for supplying Similar nature of items at least for last 2 years in an Institute of Higher Education b) Brief User List preferably for users in West Bengal in an Institute of Higher Education
4	Financial Information	Payment Certificate 1	Income Tax Returns submitted for the Financial year (2021-22), (2022-23)& (2023-24)
			GST Return for last 3 months in 2024-25
5	Product Catalogue (Coloured)		Mandatory
6	Compliance Statement		Mandatory

6.3 Financial Bid

The Financial Bid should contain the following document in one cover (folder):

Bill of Quantities (BOQ): The tenderer should fill-up the designated cell as marked by the University in the BOQ sheet.

(** All the required essential / optional accessories or incidental services should be mentioned in the hard copy of Financial Bid)

7. Evaluation of the tenders

During the tender evaluation process, the “Technical Bid” will be opened first. Those Bidders who are qualified in respect of the essential & other requirements in “Technical Bid” will be identified and their financial bid will be opened. The financial bid of those Tenderer failing to meet the technical specification & other requirements laid down in the tender notice will not be opened and be rejected. The Tenderer offering the item found suitable and as per the tender specifications will only be selected. Final selection of the bidder in respect of Financial Bid is subject to further verification of several parameters allied with Financial Bid Evaluation.

8. Opening of financial bid: -

- Financial bid can be seen & accessed by the bidder through the NIC Portal after opening of financial bid on line. Objections raised by any Bidder in this respect will not be entertained by the University. No informal tender will be entertained in the Bid further.
- During the scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected outright without any prejudice.
- The Tender Selection Committee reserves the right to cancel the N.I.T. due to any unavoidable Circumstances and no claim in this respect will be entertained.

9. TERMS & CONDITIONS REGARDING PURCHASE POLICY OF TENDERING AUTHORITY:

9.1 Bid Information:

- a) Bidder may quote in Currency as available in the BOQ Sheet.
- b) The rate quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) Bidder must follow the instruction for filling up BOQ as per Clause 6.3.
- d) Partial Tender/Incomplete tenders both for Technical and Commercial aspects may subject to cancellation of tender. However, University Authority will define the Partial Tender/Incomplete Tender based on the tender evaluation status.

9.2 Evaluation of Quotation: The Purchaser will evaluate and compare the quotations determined to be substantially responsive stage wise. Firstly, Technical Bid will be evaluated and thereafter Price Bid for technically qualified bidders will be evaluated for selection of vender.

9.3 Award of Contract: The purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive both technically and commercially. Purchaser reserves the right to reject any or all the tender, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest bid.

9.4 Successful Bidder will have to sign an agreement with the competent authority of the University for supply any item of ordered value ₹2.5 Lakh and above.

9.5 The vendor should quote and be capable to complete the supply and installation as per Tender.

9.6 Adequate support service facility: The bidder/manufacturer should have adequate service support Centre in West Bengal basis for any emergency breakdown/fault offering facility within 48 hours and should be agreeable to provide AMC facility after the warranty period.

9.7 Bidder must provide Technical Compliance Sheet duly certified by OEM as per the Tender Specification. Any non-compliance will lead to rejection of tender.

9.8 Manufacturer's Authorization: Document in support of Manufacturer/Dealer and Service Provider has to be submitted along with the tender paper. If the Indian bidder is not the manufacturer, proper manufacturer's authorization and warranty from manufacturer is required in this case, bidder should have full- fledged registered office in India.

9.9 Statutory deduction for GST and other Government taxes in the hand of the payee will be made as per the law in force.

9.10 Delivery Time Schedule: The supply & installation work must be completed within 45 days from the date of receipt of the work order. No material will be accepted in weekly off day and scheduled holiday of the University.

9.11 Validity of offer: A bidder should spell out in the tender that it shall remain valid for a minimum period of 180 days from the date of opening of the tender and during this period, the bidder shall not be entitled to revoke or cancel its offer.

9.12 Place of Supply: Regional Research Station (Hill Zone), UBKV, Kampong, West Bengal.

9.13 Payment Schedule: 100% Payment will be made after satisfactory supply and installation of the equipment. This is jointly certified by the competent authority of the University and OEM's Service Engineer.

9.14 Quantity Changeability: Quantity as stated in the tender document may be changed at the time of issuing purchase order due to the fund crunch or for other valid reasons.

9.15 Liquidated Damages: If the supplier fails to deliver and installation of equipment within the time frame(s) incorporated in the work order, the purchaser / consignee shall, without prejudice to other rights and remedies available to the purchaser / consignee under the work order, deduct from the order price, as liquidated damages, a some equivalent to 2% per month (pert of a month to be taken as one month) of delay or pert thereof on delayed supply of equipment until actual delivery or performance subject to a maximum of 10% of the order value. Once the maximum is reached purchaser/ consignee may consider termination of the order perform herein. During the above-mentioned period of supply and / or performance, the conditions incorporated herein shall also apply.

9.16 Force Majeure: In case of performance disruption due to natural disasters (like earthquakes, hurricanes, floods etc.), wars riots or other major upheaval, performance failures of parties outside our control (e.g. telephone service, labour action in our vendors'/service providers etc.), second party will not be held liable.

In the event of any dispute between UTTAR BANGA KRISHI VISWAVIDYALAYA and second party arises; it can be mutually resolved by the way of amicable settlement between them. In case, the dispute is not resolved amicably, either of them, it shall be settled by a Board of Arbitration consisting of 3 members

of which one member shall be nominated by the Hon'ble Vice-Chancellor, one member to be nominated by second party and third member shall be nominated by the Principal Secretary Department of Agriculture, Govt. of W.B. The decision of the Board of Arbitration shall be binding on all concerned.

9.17 Defective items: Cost of defective materials will be borne by the supplier only.

9.18 Termination of insolvency:

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, 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 Purchaser/ Consignee.

9.19 After Sales and Service:

- i. The name and complete address of the company in India authorized by the manufacturer, to provide after sales service for the equipment should be mentioned. The appointed authorized service provider should be holding a valid certificate from the manufacturer to this effect.
- ii. The manufacturer should give an undertaking that after the warranty period, they shall provide spares and after sale service of the equipment in India for the normal life time of the equipment.

9.20 University reserves the right to issue work/ supply order either in full or phase wise depending upon the requirement and selected vendor will not charge any extra amount for such supply and delivery.

9.21 (a) Performance security: It is meant for the expectation of accuracy of the job only. The successful bidder would be asked for acceptance and to submit the performance security @10% of the contract value in the form of DD/BG from any Commercial Bank in favor of **Uttar Banga Krishi Viswavidyalaya** payable at Cooch Behar. The same would be released after successful supply and installation of the Equipment/ Instrument. **Failing of which the security deposit shall be liable to be forfeited.** The vendor's positive response will commence further for issuing supply order by the Competent Authority of the University.

(b) Security Deposit: It is meant for the security for the warranty period of the item. Security deposit @10% of the order value in the form of DD/BG from any nationalized bank in favour of Uttar Banga Krishi Viswavidyalaya payable at Cooch Behar to be submitted at the time of installation /commissioning of item to ensure warranty period. The same would be released after completion of warranty period.

9.22 University may forfeit the Security Money (EMD) and Security Deposit in the event of the following circumstances:

- i. Selected bidder withdraws the bid before expiry of its validity and after receipt of the Purchase/work Order.
- ii. Selected bidder does not accept the order after issuing the same or fails to enter into a contract within validity period of offer.
- iii. Selected bidder fails to supply the items within the scheduled time as specified in the Purchase Order.
- iv. If before expiry of the warranty period, the supplied items break down or do not function satisfactorily due to the cause related with the item itself or for its installation and not for any reason caused by the University Authority and the supplier denies to take the responsibility to make the supplied items in order.
- v. In case of any false submission /statement by the bidder.
- vi. In case of any refusal to abide by terms and conditions or refusal to enter into a written agreement as per prefixed terms and conditions.

9.23 D/D of EMD of disqualified and unsuccessful bidders will be released without any accrued interest after completion of selection process.

9.24 Disposal of Disputes: In case of any dispute, the University's decision will be treated as the final and conclusive. All legal actions are subject to Cooch Behar jurisdiction only

9.25 Conditional bid may be liable for rejection.

9.26 Discretion of the University:

- a) University may take decision about non-purchase of the said item even after selection of vendor due to its fund constraints.
- b) University may seek documents from the bidder in addition to the scanned documents sent by them at the time of uploading technical bid for verification and evaluation of tender.

- c) University reserves the right to relax any clause as stated hereinabove for selection of responsive vender.
 - d) The University reserves the right not to accept the rate even from the lowest bidder.
 - e) The University reserves the right to accept or reject any or all tenders without giving any reason whatsoever.
- 9.27** Contact Details: Bidders may contact to Mr. SangeetSinchan Roy, Instrumentation Engineer(m) 89187 26245 for any queries regarding items specifications and to Mr. Azad Rahaman Ahmed (m) 9434812945 regarding submission of Tender.

Sd/-
Registrar (Actg.)