

UTTAR BANGA KRISHI VISWAVIDYALAYA

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

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Date: 07/11/2022

Tender Ref. No. UBKV/Est. (T&P-02)/11/2022-23

NOTICE INVITING QUOTATION (NIQ)

Quotations 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/experienced agencies for Supplying UPS **Batteries under Buy-back** as stated below:

Details Technical Specification of Item:

Sl. No.	Item	Specification	Qty required				
01	UPS Battery	12V 26AH	16 Nos.				
Make of Scrap(UPS Battery) held in the University is "Numeric" Under Buy-back							
Unit price of New Battery and Scrap to be mentioned separately							

Tender Schedule:

•	Date of Publication	:	07/11/2022
•	Last date of bid submission		18/11/2022

1. Submission of bids:

Both Technical bid and Financial Bid are to be submitted concurrently duly signed by the Authorized Company personnel. All papers must be submitted in English language.

Eligibility for Quoting:

- Vender having average annual Turn Over for last three financial years is more than **Rs. 20 Lakh** in India for the year 2019-20, 2020-21& 2021-22 are eligible to participate in the Tender.
 - •Original Equipment Manufacturers (OEM) or Dealer/Distributors/Agents/ duly authorised by the Manufacturers(OEM) 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.

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2. Submission of Tenders

2.1 General process of submission

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 download all the tender documents along with the other documents, as asked 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 envelopes at a time, one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the documents and prepare the required documents.

- 2.2 Technical details: Bidders must submit Technical specification along with Catalogue of the item quoted in "Technical Details" Envelope.
 - Audited Annual Accounts for last three years 2019-20, 2020-21& 2021-22 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 with other documents stated bellow:
 - II) My document (Non-Statutory cover) containing as follows:

Sl. No.	Category	Sub-Category	Sub-Category Description
			PAN Card of the Bidder
1	Certificates	Certificates	GST Registration Certificate
			P -Tax Registration Certificate with a copy of last return
2	Company Details	Company Details	Trade License/Enlistment Certificate
3	Credential	Credential	Copy of the purchase order for supplying Similar nature of items at least for last 2 years in an Institute of Higher Education. Brief User List preferably for users in WestBengal in an Institute of Higher Education.
4	Financial Information	Payment Certificate	Copy of last three year's income Tax Returns GST Return for last 3 months in 2022-23
5	Catalogue	Catalogue of the instrument to be attached	

2.3 Financial Bid Financial Bid should contain the unit price of items on FOR destination and CIF including all applicable taxes. Rate of GST also be quoted.

3 TERMS & CONDITIONS:

- **3.1** Bid Information:
 - a) 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.
- **b)** Partial Quotation/Incomplete Quotation both for Technical and Commercial aspects may subject to cancellation of tender. However, University authority will define the Partial Quotation/Incomplete Quotation based on the tender evaluation status.

- **3.2** Evaluation of Quotation: Firstly, Technical Bid will be evaluated and thereafter Price Bids of technically qualified bidders will be evaluated for selection of vender.
- **3.3** Award of Contract: The purchaser will award the contract to the bidder whose quotation would be determined to be substantially responsive both technically and commercially.
- **3.4** The vendor should quote and be capable to supply all the necessary items as per Tender. However, the University has the right to procure a part or a whole of the tendered items.
- **3.5** Adequate support service facility: The bidders/manufacturers should have adequate service support Centre in Cooch Behar, Siliguri and Kolkata for any emergency breakdown/fault offering facility within 48 hours and should be agreeable to provide AMC facility after the warranty period.
- **3.6** Credentials: Documents of supplying similar items in last two previous years in an Institute of Higher Education may be submitted along with the tender.
- **3.7** Statutory deduction for GST and other Government taxes in the hand of the payee will be made as per the law in force.
- **3.8** Time Schedule: The supply work must be completed within 30-45 days from the date of receipt of the supply order.
- **3.9** 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.

3.10 Period of applicable warranty must be mentioned in the Technical specification.

- 3.11 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.
- 3.12 Place of delivery and installation: UBKV, Pundibari, Cooch Behar, 736165.
- 3.13 Payment Schedule: 100% Payment will be made after delivery and satisfactory installation of the items.
- 3.14 Quantity Changeability: Quantity as stated in the tender document may subject to change at the time of issuing purchase order due to the fund crunch or for other valid reasons.
- 3.15 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.
- 3.16Conditional bid may be liable for rejection.

4 <u>Discretion of the University:</u>

- i) University may take decision about non-purchase of the said item even after selection of vendor due to its fund constraints.
- ii) University reserves the right to relax any clause as stated hereinabove for selection of responsive vender
- iii) The University reserves the right not to accept the rate even from the lowest bidder/supplier.
- iv) The University reserves the right to accept or reject any or all tenders without giving any reason whatsoever.
- v) 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.
- vi) University enjoys the discretion to select vendor either in full or in part (item wise) for the betterment for pursuing of tender objectives.
- vii) University reserves the discretion 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.
- 5. Arbitration: In the event of any dispute or difference whatsoever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the sole Arbitration of the Chairman of the Uttar Banga Krishi Viswavidyalaya or to a person appointed by him for that purpose. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Law 1996.
- **6. 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.
- **7. Jurisdiction:** All matters of dispute arriving out of the order shall be referred to the District Court, Cooch Behar only.

Sd/-Registrar (Actg.)