

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

ইমেল/E-mail: registrarubkvv@gmail.com ওয়েবসাইট/Website: www.ubkv.ac.in

Tender Ref. No. UBKV/Est (T&P-02)/05/2024-25

Date: 23/08/2024

Notice Inviting Tender (NIT)

Offline tenders are being invited under two bid systems viz, Part-I Technical Bid and Part-II Financial Bid from authorized dealer/reputed agencies for **Repairing of Laboratory Instruments**in the Regional Research Station (Hill Zone), UBKV, Kalimpong, West Bengal as stated below.

Sl.	Name of the	Specifications	Quantity	Remarks		
No.	Instruments					
01	P ^H Meter	Make: Mettler Toledo (Five	01	Need replacement of		
		Easy Plus FP 20)	No.	Electrode (LE410)		
02	EC Meter	Make: Mettler Toledo (Five	01	Need replacement of		
		Easy Plus FP 30)	No.	Electrode		
03	P ^H Meter	Make: Systronics (335)	01	Need replacement of		
			No.	Electrode		
04	Kheljhal Nitrogen	Make: Kelplus DISYL EM VA	01	Need preventive		
	Analyzer		No.	Maintenance & repairing of		
				Steam Generator		

Tender Schedule:

· 4	Tender Schedule.					
•	Date of Online		23/08/2024			
	Publication					
•	Last date of online bid	:	05/09/2024			
	submission					
•	EMD	:	₹ 1875.00 (One thousand eighthundredseventy-five) onlyby			
			means of D/D from any Commercial Bank in favour of Uttar			
			Banga Krishi Viswavidyalaya payable at Cooch Behar.			
•	EMD Exemption : 1		MSME, SSI & NSIC certified bidders may be exempted. Subject to			
	_		submission of Valid such exemption certificate			
•	Details available in	:	www.ubkv.ac.in			
	the websites					

1. Submission of bids:

Both Technical bid and Financial Bid are to be submitted concurrently duly signed by the Authorized Company personnel who is in the pay roll of the Company. All papers must be submitted in English language. The Technical Bid and Financial Bid should be submitted in two separate sealed envelopes with broad heading mentioning the name of the item and Tender No. on the top of the envelopes. The sealed envelope of Technical Bid and Financial Bid shall be covered in a larger sealed envelope and further **Superscribed** the name of the Item and Tender number on the Top of the Envelope and to be addressed to the Registrar, UBKV, Pundibari, Cooch Behar.

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- 2. Eligibility for Quoting:
 - 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.
- 3. Annual Turnover Requirements:

Vender having average annual Turn Over up to Rs. 10 Lakh or above for the last three financial years 2021-22, 2022-23& 2023-24 are eligible to participate in the Tender.

4.1 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. Tenders to be submitted in two envelopes at a time, one is Technical Bid and the other is Financial Bid. The bidders shall go through the tender documents carefully and prepare the required bids.

- 4.2 Technical details: (Bidders must submit Technical specification along with Catalogue of the item quoted in "Technical Details "Envelope.
- 4.3 Audited Annual Accounts for last three 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/AIS for the above years as available in the official website of the Income Tax Department, Government of India with other documents stated bellow:

Sl. No.	Category	Sub-Category	Sub-Category Description	
	Certificates		PAN Card of the Bidder	
1		Certificates	GST Registration Certificate	
I			P -Tax Registration Certificate with a copy of last return	
	Company Details	Company Details 1	Trade License/Enlistment Certificate	
2			Registration with Registrar of Companies	
3	Credential	Credential 1	Copy of the purchase order for supplying Similar nature of items at least for last 2 years.	
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 2023-24	

4.4 Financial Bid

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

5 TERMS & CONDITIONS:

5.1 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 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.
- 5.2 Evaluation of Tender: Firstly, Technical Bid will be evaluated and thereafter Price Bids of technically qualified bidders will be evaluated for selection of vender.
- 5.3 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.
- 5.4 Successful bidder will have to sign an agreement with the Competent authority of the University for the services of item of ordered value Rs. 2.5 Lakh and above.
- 5.5 The vendor should quote and be capable to render the services as per Tender.
- 5.6 University enjoys the discretion to select vendor either in full or in part (item wise) for the betterment for pursuing of tender objectives.
- 5.7 Credentials: Documents of rendering services of similar items in last two previous years in an Institute of Higher Education may be submitted along with the tender.
- 5.8 Statutory deduction for GST and other Government taxes in the hand of the payee will be made as per the law in force.
- 5.9 Time Schedule: The servicing work must be completed within 20-45 days from the date of issue of the work order. Agency would not be entertained on weekly off day and scheduled holiday of the University.

5.10 Place of Work: Regional Research Station (Hill Zone), UBKV, Kalimpong, West Bengal.

- 5.11 Validity of offer: A bidder should spell out in the tender that it shall remain valid for a minimum period of **one year** from the date of approval/selection of vendor and during this period, the bidder shall not be entitled to revoke or cancel its offer.
- 5.12 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.
- 5.13 Payment Schedule: 100% Payment will be made after delivery and satisfaction of the item.
- 5.14 D/D of EMD of disqualified and unsuccessful bidders will be released without any accrued interest after completion of selection process.

- 6. University may forfeit the Security Money (EMD) in the event of the following circumstances:
 - i. If selected bidder withdraws the bid before expiry of its validity and after receipt of the Purchase Order.
 - ii. If selected bidder does not accept the order after issuing the same or fails to enter into a contract within period mentioned in the order.
 - iii. If selected bidder fails to render the services within the scheduled time as specified in the Purchase Order.
 - iv. In case of any false submission /statement by the bidder
 - v. 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.
- 7. 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.
- 8. Conditional bid may be liable for rejection.
- 9. Liquidated Damages: If the agency fails to render the services 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 part thereof on delayed service of equipment until actual service 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 abovementioned period of performance, the conditions incorporated herein shall also apply.
- 10. 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.

- 11. **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.
- 12. **Termination of Insolvency**: If the agency becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the agency without any compensation, whatsoever to the agency, 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 purchase/Consignee.

- 13. 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.
- 14. (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 completion of the services 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 work order by the Competent Authority of the University.

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

- 15. **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.
- 16. Discretion of the University:
 - 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 herein above for selection of responsive vender.
 - iii) 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.
- 17. Bidders may like to contact to **Er. Sangeet Sinchan Roy**, UBKV, Pundibari (M) 8918726245 regarding any query about the services of the item and Mr. Azad Rahaman Ahmed (M) 9434812945 regarding query of submission of Tender.

Sd/-Registrar (Actg.)