Department of Botany
University of Kashmir, Srinagar-190 006
Jammu & Kashmir, India

No:BT/PR29810/FCB/125/21/2018/3 Dated 19-12-2019

NOTICE INVITING TENDER

For and on behalf of Competent Authority of the University of Kashmir, e-tenders for the supply, installation and testing of equipment specified hereunder in this tender notice are invited from the manufacturers or their authorized distributors/dealers in two-bids system through e-procurement solution only as per the guidelines, and terms & conditions given in the tender document under the DBT supported project **"Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India"**. Details of the NIT along with terms & conditions, specifications etc. can be seen/downloaded at/from the website **www.jktenders.gov.in.**Tender document is also available for viewing on the website of University of Kashmir, **www.kashmiruniversity.ac.in.** The interested tenderers should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids, all duly signed, on the: **www.jktenders.gov.in.**

For participation in the tender through e-procurement solution, the tenderers are required to have digital certificates and other required documents.

Important dates related to the tender are as follows:

S. No	Activity	Date
1.	**Date of issuance of tender notice**	19-12-2019
2.	**Date of downloading the bid documents**	20-12-2019 (10:00 AM)
3.	**Bid Submission Start Date**	20-12-2019 (11:30 AM)
4.	**Seek Clarification Last Date**	24-12-2019 (3:00 PM)
5.	**Bid Submission Last Date**	03-01-2020 (3:00 PM)
6.	**Last date for submission of hard copies**	06-01-2020 (3:00 PM)
7.	**Date and Time of Opening of Technical Bid**	08-01-2020
8.	**Date and Time of Opening of Commercial Bid**	**To be intimated**

Yours faithfully,

Principal Investigator
Department of Botany
University of Kashmir, Srinagar-190006
Jammu & Kashmir, India

Name of equipment and their technical specification

Equipment	Specifications	Quantity
Spherical underwater Quantum sensor	• Absolute calibration (± 5%), high sensitivity; Linearity with maximum deviation of 1% up to 10,000 μmol s^{-1} m^{-2}, Rapid Response Time of 10 μS or less, Operating Temperature Range: −40°C to 65 °C with Temperature Dependence of ± 0.15% per °C maximum; The equipment, especially its sensory part, should be housed in corrosion resistant metal preferably for freshwater applications. • Underwater cable of not less than 30 meteres • Necessary accessories and carry bags should be inclusive. The equipment should be European CEO certified	One (01)

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

TENDER NOTIFICATION NO: ----------

U N D E R T A K I N G

The Principal Investigator,
MoEF& CC supported project under NMHS,
Department of Botany
University of Kashmir, Srinagar
J&K, India

We the undersigned (herein after called as Contractor/Vendors/Suppliers) hereby offer to execute supply of items as per specification against which we have quoted our rates and for which this tender may be accepted at the rates stated there in and subject to the terms & conditions set forth for such items.

Date this _____ Day of_____

Signature of Contractor _____

Address_____

_____

_____

Guidelines/Procedure

1. **Payment of cost of Tender documents**: The collection of cost of Tender documents is dispensedwith, as there is no physical supply of tender documents and also to have absolute anonymity of bidders participating in e-procurement solution. The bidders can view/download the tender documents from the: www.jktenders.gov.in.
   Submission of bids: The bidders who are desirous of participating in 'e'- procurement shall submit their technical and price bids online in the standard formats prescribed in the Tender documents, displayed at: www.jktenders.gov.in.The bidder should upload the scanned copies of all therelevant certificates, documents etc. in support of their bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the **Principal Investigator, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India"** along with original EMD before the specified date & time. Financial bids shall be submitted online onlyIn the event of the specified date for physical submission of EMD along with copies of bid documents is declared a holiday, the same will be received up to the appointed time on the very next working day. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.
2. **Payment of Bid Security (Earnest Money Deposit):**The EMD as specified against each item/ equipment in the tender document shall be in the form of the **Bank Guarantee/Fixed Deposit Receipt/DD only** of a scheduled bank issued in favour of **Principal Investigator, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India" Department of Botany, University of Kashmir, Srinagar-190006, J&K, India** and the xerox copy thereof is to be scanned and uploaded along with the bid, and the original shall be sent to **Principal Investigator, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India"** so as to reach before the date & time of closing of the bids; failing which bid will be rejected. The Bid Security (EMD) of unsuccessful bidders will be released immediately after finalization of the order/contract without any interest. However, firms registered with NSIC etc., are exempted from submitting EMD provided such registration includes the item(s) they are offering are manufactured by them and not for selling products manufactured by other companies.
3. **Processing of Tenders**: The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
4. **Price Bid Opening**: The Price Bids of only technically qualified bidders (whose bids satisfy the prescribed technical specifications/parameters and have also submitted all requisitioned documents & EMD) will be opened online at the specified date & time and will subsequently be evaluated to

determine the lowest bidder. The result will be displayed on the: www.jktenders.gov.in.which can be seen by all the bidders who participated in the tenders.

5. **Payment of Performance Security**: The successful tenderer shall furnish a Bank Guarantee/FDR ofthe value of 05% of the basic cost of the item for the period of warranty/guarantee from a nationalized bank to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. In case the performance of the item is not found satisfactory, the amount of Performance Security will be forfeited & credited in university account.

6. **Participation of Bidders at the time of opening of bids**: Bidders have two options to participate intendering process at the time of opening of bids:

7. (i). Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
(ii). Bidders can visualize the process online.

8. **Financial Rules for e-procurement**: GFR-2017 and latest Manual for Procurement of Goods. Govt. of Indiaand shall be applicable to the e-procurement system for purchase of equipment/goods etc mentioned in the tender document.

Principal Investigator,
Department of Botany
Project on "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India"
University of Kashmir, Srinagar-190006
Jammu & Kashmir, India

TERMS AND CONDITIONS

Procedure for submission of bids: The bidders who are desirous of participating in 'e'- procurement shall submit their offers in two bid format, namely **Technical Bid and Financial Bid** . The Technical and Financial bids in the standard formats prescribed in the Tender documents, displayed at: www.jktenders.gov.in.The bidder should upload the scanned copies of all the relevant certificates, documents etc. after page-numbering all documents and tender document and prepare an index thereof in the: www.jktenders.gov.in.in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the **Principal Investigator, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India"** along with original EMD. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.

1. Manufacturers (OEMs) or their Authorized Distributors/dealer only should submit their bids.
2. ALTERATION IN THE SPECIFICATION.
   (i) The specifications mentioned in the tender must not be altered by theSuppliers.
3. INCOMPLETE TENDERS
4. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information/documents, as asked for in the NIT, or submission of a bid not substantially responsive to the NIT in every respect, will be at the Bidder's risk and may result in rejection of its bid.
5. CANCELLATION OF TENDER/ CONTRACT/ IN PART OR IN FULL IN CASE OF DEFAULT IN CONTRACT/SUPPLY:
   If the Supplier, in the opinion of the Institute, fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the Head of institute shall, without prejudice to any other right or remedies under the contract, have the right to cancel the contract /order by giving 15 days notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.
6. Tender shall be uploaded as per guidelines indicated for e-procurement solution.
7. Demonstration of equipments has to be arranged by the suppliers, if desired by the institute.
8. **The quotation should be valid for a period of 90 days from the date of opening of the technical bid**.
9. Rates are to be quoted in INR (Rupee terms) wherever applicable and any revision thereof is not allowed after the tenders have been opened.
10. The delivery period should be clearly mentioned against each item, in case, the items are not readily available, ex-stock offer will be preferred.

11. Rates should be quoted F.O.R Institution including all Taxes and Duties namely GST/Custom Duty etc. (against Custom Duty Exemption Certificate) and other should be mentioned clearly. Also mention price of optional accessories separately wherever required.
12. Consignment will not be insured at the Institute/University Cost.
13. **Bidder, if is not the Original Equipment Manufacturer (OEM), must submit OEM's or their Distributor's Authorization to quote/sell the product(s).** The items that need to be imported, the following clarification/information should be given.
    - Whether the item will be imported by the intended tenderers against its own import licenseor university will have to provide Custom Duty Exemption Certificate (CDEC).
    - Name and address of the foreign supplier, make & model of the offered product andauthorization to sell from OEM or their Distributor/Authorized Chanel Partner.
    - Delivery period including information about mode of dispatch and possible duration (afterdispatch) for receipt of item at the port.
    - Whether the item required any special preparation for installation. In case yes, full details should be given regarding operation maintenance of the items.
    - In case of costly/sophisticated items whether the tenderers will arrange any special training regarding operation / maintenance of the items.
    - Nature of assurance for the supply of spares after the warranty period.

14. Terms of Payment and Conditions

(A) For Indigenous/Indian equipments/stores on DDP (Delivered Duty Paid) Destination basis:

80% of the total payment shall be released on submission of proof of delivery of complete equipments/stores (stores/consignee receipt), inspection report and on certification of satisfactory installation of the equipment at the consignee's premises and after "ensuring verification of the Performance Security" @ 5% of the Purchase Order value.

Balance 20% of the payment shall be released upon successful test run of the equipment and after ensuring that already furnished Performance Security is valid for period of warranty/guarantee.

(B) For Imported Equipments/Stores:

For Foreign/Principal suppliers of equipments/stores:- Forpayment made through Letter of Credit (L/C). An irrevocable letter of credit (L/C) for 100% of the value of the imported equipments/stores (excluding the value of the Indigenous/Indian equipments/stores, if

any) shall be established on submission of the acknowledgement of the order by the successful bidder stating the country of origin and port of shipment, submission of Performance Security @ 5% of the Purchase Order value, four copies of the Proforma invoice and confirmed Letter of Credit (LC) opening details.

- Original technical literature / manual should be available on manufacturers website
- Bill of entry of the product should be produced during supply

It shall be the responsibility of the bidder to ensure that all the requisite documents are provided to the purchaser including the Performance Security in original for appropriate denomination and period on priority basis, so as to ensure opening of LC on time.
Out of this, 80% of the value of the imported equipments/stores will be paid against inspection certificate (where applicable) and shipping documents to the Principal through L/C. Balance 20% will be released within 30 days after due certification by the Purchaser/Institute for successful commissioning of the equipments at the premises and also, after ensuring that the furnished Performance Security is valid for the period of warranty/guarantee.

C. Price Fall Clause

If at any time prior to delivery of the equipments/stores, the bidder/supplier reduces the sale price of such equipments stores as covered under this tender enquiry, to any organization (including Central/State/Deemed University) at price lower than the price quoted under this contract, he shall forth with reduce the price payable under this tender for the equipments/stores being supplied after the date of coming into force of such reduction, the price of equipments/stores shall stand corresponding reduced.

15. In the event of the item(s) being imported product(s), Custom Duty Exemption Certificate (CDEC) will be issued by the University on the written request of the supplier; who, in turn, will furnish copies of relevant Customs Related Documents namely Airways Bill, Packing List, TR-6 challan etc. along with Bill/Invoice.
16. Conditional quotations and/or incomplete quotations in any respect will be rejected.
17. In case you cannot quote for one or more of the items asked for in the tender the word "NOT QUOTED" (in the rate column) should be indicated.
18. The specification of the item quoted by the firm should confirm to the University specifications. Confirmation, in this respect should be specifically mentioned in the tender. Where the tenderer feels that the specification of the item not fully given or differ, from the specification of the item mentioned by the university, the exact specification of such

item in a separate deviation sheet should be attached with the tender indicating the item quoted.

19. The Firm is required to link the University specifications with catalogues & leaflets/literature and also **mention Make and the Model for each item**. Detailed features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.
20. EARNEST MONEY:- EMD should be attached with the technical bid**.** The EMD shall be in the form of the **BG/Fixed Deposit Receipt/DD** of a scheduled bank issued in favour of **Principal Investigator, Department of Botany, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India" Project, University of Kashmir, Srinagar-190006, Jammu & Kashmir, India**. Xerox copy thereof is to be scanned and uploaded along with the bid, and the original instruments shall be sent to **Principal Investigator, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India" Project, Department of Botany, University of Kashmir, Srinagar-190006, Jammu & Kashmir, India** so as to reach before the date of closing of the bids. Failure to furnish the original instrument before the closing of the bid, will entail rejection of bid and blacklisting. **If the tenderer after acceptance of the tender refused to take up the purchase order, his Earnest Money will be forfeited**. Any tender received without /less Earnest Money deposit shall be summarily rejected.
21. The Purchase Order/Contract will be awarded to the successful Bidder whose bid has been determined to be responsive and has been determined to be the lowest evaluated bid, provided further the Bidder is determined to be qualified to execute the Order/Contract satisfactorily.
22. The Competent Authority reserves the right to reject any or all the tenders and annual the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.
23. The supplies shall have to be made within the period specified in the purchase order failing which the order shall be cancelled and the Earnest Money will be forfeited. However, in exceptional circumstance and, on written request, from the supplier/tenderer, extension of date for supply of the material will be considered. Extension in supply period is at the sole discretion of the competent authority.
24. Service manuals, wherever available/ required, should be provided along-with the Equipments.
25. The University reserves the right at the time of award of PO/Contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
26. In the case of purchase of many items against one tender, which are not inter-dependent or where compatibility is not a consideration,

comparison would be made on the basis of prices quoted by the firms for identifying the lowest quoting for each item.

27. WARRANTY: **All products must have a minimum of One Year Warranty**. A Warranty Certificate should invariably be supplied along with the item at the time of delivery. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the supplier shall rectify the defects, errors or omissions by repair or by partial or complete replacement on free of cost basis.
28. The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed supply. If the supply is delayed beyond the extended period, the University reserves the right even to cancel the order and forfeit the EMD of the firm/ tenderer.
29. PERFOMANCE SECURITY DEPOSIT:- The successful tenderer shall furnish Performance Security Deposit of the value of 05% of the basic cost of the item in the shape of Bank Guarantee/FDR etc. from a nationalized bank pledged **to Principal Investigator, Department of Botany, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India" Project, University of Kashmir, Srinagar-190006, Jammu & Kashmir, India** for the warrantee/guarantee period to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. In case the performance of the item is not found satisfactory and/or the Supplier fails to complete its obligation under the contract/purchase order, the amount of Performance Security will be credited in University account.
30. DEFAULT: In the event of default and unsatisfactory service of the contractor/Supplier firm, the University of Kashmir will be at liberty to repair/get the item serviced from other party at the cost of supplier/ contractor/ tenderer.
31. In case of software items, the suppliers should ensure that:-
    Legal software is supplied in original sealed pouches / P. K. T.
    A license agreement is enclosed with it.
    A registration card is available for software.
32. FAILURE AND TERMINATION: - If the Contractor / Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, University of Kashmir may without prejudice to the right of the purchaser recover damages for breach of the contract.
33. The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria and whose documents are found in order. If any of the date earmarked for opening of technical or financial bids happens to be a holiday, the bids will be opened on the very next working day.
34. Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages or termination for default, if and to the extent that, its delay in

performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.

35. The bidder has to submit an undertaking in firm letter pad that it has not been blacklisted by any Govt. Deptt./Instt/Autonomous body.
36. Proof of GST Registration No and VAT Return copy or any other relevant document for last three financial year since the date of tender.
37. PAN No (Copy of PAN No Attached)
38. P.Os Copies/rate contract having executed similar items/order copy of last 3 financial years date of tender.
39. Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor/dealer to quote/sell the product, in case the Bidder is not the OEM.
40. **Arbitration.** All disputes or differences arising out of or in connection with the tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply/Installation/performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm on any issue, the final decision would be of **Principal Investigator, Department of Botany, "Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India" Project, University of Kashmir, Srinagar-190006, Jammu & Kashmir, India**. The arbitration will be governed by following:-

- All disputes or differences arising out of or in connection with the contract including the one connected with the validity of the contract or any part thereof shall be settled by bilateral discussions.
- Any dispute, disagreement arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to as sole Arbitrator.
- Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by theparties.
- The sole Arbitrator shall have its seat in Srinagar or such other place in the state as may be mutually agreed to between the parties.
- The arbitration proceedings shall be conducted under the J&K

Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Srinagar.

- Each party shall have to bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal, then one arbitrator will be appointed by each party**)**.

Principal Investigator,
Department of Botany
"Mapping, Modeling, Monitoring and Managing Invasive Species in some Protected Areas of Kashmir Himalaya, India" Project
University of Kashmir, Srinagar-190006
Jammu & Kashmir, India

EMD Details for the Equipment		
S.NO.	**Description of Equipment**	**EMD in INR**
1.	**Spherical underwater Quantum sensor**	4000

Compliance Sheet

S.No.	Item	Make/Model	**Is the quoted item as per the tendered Specifications including make/model if specified? (Y or N)**	Remarks
1	**Spherical underwater Quantum sensor**			

CHECK LIST OF DOCUMENTS TO BE SENT WITH TECHNICAL BID.

S.No.	Particulars of documents	Page no.	No. of pages
1.	Proof of EMD (mention amount with instrument number and date		
2.	Proof of PAN no. (mention no……)		
3.	Proof of GST Registration No and VAT Return copy		
4.	Brochure/Leaflets/Technical Information, including Make & Model, Imported/Indian of the item(s)		
5.	UNDERTAKING as per format given in the Tender Document, duly signed.		
6.	Technical specifications, terms & conditions and delivery period etc. to be submitted on firm's letter head		
7.	Warranty Certificate from manufacturer or authorized dealer of manufacturer		
8.	P.Os Copies having executed similar items i.e equipment/order copy only With last 3 financial years date of tender (minimum one purchase order copy Per financial year)		
9.	Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote/sell the product, in case the Bidder is not the OEM		
10.	The bidder has to submit an undertaking in firm letter pad that it has not been blacklisted by any Govt eptt./Instt/Autonomous body.		

Note:All copies of above documents should be duly signed and stamped by the tenderer before uploading.

Signature of tenderer:……..

Name: ……..……..

Name of firm:……..

Telephone No…….

Pagination must be completed properly