

NOTICE INVITING QUOTATION
DEPARTMENT OF BOTANY
UNIVERSITY OF DELHI NORTH CAMPUS

Open Tender Notice No. DU/BOT/MA/DBT/GREENHOUSE
2020

Dated: February 7,

Department of Botany, University of Delhi North Campus is in the process of purchasing the following item(s) as per details as given as under.

Details of the item	Fabrication and Installation of Greenhouse
Earnest money to be deposited	INR 10,000.00
Warranty (Parts + Labour)	3 Years Comprehensive (1 year with the installation and 2 years additional)
Performance Security	10% of the invoice value

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission"

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type either the "tender notice no." or "Department of Plant Molecular Biology"). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in> as per the schedule given in the next page.

No manual bids will be accepted. All quotations (both Technical and Financial should be submitted in the E-procurement portal).

SCHEDULE

Name of Organization	Department of Botany, University of Delhi North Campus
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/Auction /Service/Buy/Empanelment/ Sell)	Fabrication and Installation
Product Category (Civil Works/Electrical/Works/ Fleet Management/ Computer Systems)	Greenhouse
Source of Fund (Institute/Project)	DBT
Is Multi Currency Allowed	No
Date of Issue/Publishing	February 7, 2020
Document Download Start Date	February 7, 2020
Document Download End Date	February 28, 2020
Date for Pre-Bid Conference	N.A.
Venue of Pre-Bid Conference	N.A.
Last Date and Time for Uploading of Bids	5 p.m. on February 28, 2020
Date and Time of Opening of Technical Bids	March 1, 2020
Tender Fee	N.A.
EMD	INR 10000.00
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	180 days from date of opening
Address for Communication	Prof. Manu Agarwal, Dept. of Botany, University of Delhi North Campus, Delhi-110007
Contact No	9971963911
Email Address	agarwalm71@gmail.com

Chairman Purchase Committee

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Port.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.
5. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A standard format has been provided with the tender document (Annexure-V) to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained

using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app> . Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

TECHNICAL SPECIFICATIONS FOR THE FABRICATION AND INSTALLATION OF GREENHOUSE

Department of Botany, University of Delhi North Campus invites e-tenders (in 2 covers) for the following:

“Fabrication and installation of a Hi Tech greenhouse with 3 years comprehensive warranty”.

Following are the specifications of the greenhouse:

STRUCTURE

1. The greenhouse should be arc shaped having an overall area at least 600 sq. ft consisting of the following:
 - a) 420 sq. ft for the actual containment area, which is to be equally divided in three equal and independent containment areas of 14 x 10 ft each. The areas should be divided using galvanised tubular frames and each area should have independent doors.
 - b) 90 sq. ft area for the Vestibule/Buffer Zone.
 - c) 90 sq. ft area for Cooling Bays. Each of the containment areas should have their individual cooling bays of 30 sq. ft each of which will be separated by strip curtains.
2. The entire structure of the greenhouse should be constructed using a combination of ISI marked B class galvanized tubes of 47mm x 47mm and 47mm x 25mm thickness. All the necessary joints of the structure should be such so as to prevent water seepage. All the fittings, clamps, screws and nuts should be GI plated to avoid corrosion. The structure should be made to endure wind speeds of at least 140 km/h. Just below the dome of the structure a false ceiling made of 6 mm double walled PC sheet should be fabricated. The area about the false ceiling should be equipped with an air modulation system (Honeywell/Schnider). The air modulation system should be controlled electronically and should be integrated with the control system of greenhouse. The air modulation system should comprise of pre-filters & axial driven heat evacuation arrangements using sealed actuated dampers and 18” crompton greaves/alstom exhaust fans.
3. Roof, front wall, end wall, sidewalls and ceiling of the containment facility should be covered by 10 mm thick four layered polycarbonate sheet [preferably from Bayer (ultralite)/Lexan]. Fixing of the PC sheet should be done using anodised aluminium profiles, EPDM gaskets, silicone sealants and accessories. (Technical details of the PC sheets should be included in the bid). The polycarbonate sheets should have at least a 10 years warranty

covering any discolorations, loss of light transmission, and/or loss of strength due to weathering.

4. Each containment area should have an independent sliding door of size 6'x3' (tall & wide). The door should be made with clear 6 mm polycarbonate glazing, top & bottom tracks, jambs, flashings and installation hardware with leak proof rubber seal and gaskets. Additionally 1 door each should be provided for the cooling bay and buffer area. All the 5 doors should have locks and door closing arrangements.
5. An external shading system consisting of 75% agro shading net of green colour with a chain gear based rolling arrangement should be provided for the entire area (inclusive of the cooling and buffer areas).

LIGHTING

The entire containment area should be illuminated with photosynthetically active radiation lamps to provide an average illumination of 150 $\mu\text{moles}/\text{m}^2/\text{s}$. Each containment chamber should also be provided with at least 1 grow lamp. All the lights and grow lamps should be in IP65 enclosures.

COOLING SYSTEM

Each containment area should be cooled with the help of three commercial refrigeration units with backup cooling systems. The systems should have a cooling capacity of 18300 BTU/Hr. @12°C with LP/HP controlling device and insulated accumulator. The system should also be provided supportive additive evaporating cooling arrangements of >90000 BTU/Hr (Technical details with enclosures must be provided). The refrigeration units should be designed on three phase supply for trouble free operations and should be able to maintain a temperature range of 22°C to 28°C \pm 2°C throughout the year.

HEATING SYSTEM

Independent heating systems should be provided for each containment area and have the following specifications:

1. The system should have radiative heating with the help of far infrared rays radiation and backed up with a commercial 2.5 kW heating arrangement.
2. The far infrared ray radiation system should emit at least 3.49×10^2 watt/ m^2 . Should be terminated with the help of an IP 65 electrical termination with an overheating preventing device.

HUMIDIFICATION SYSTEM

Each chamber should have an independent humidification system which gives non-wetting effects and consume 1-18 lt/hr of water and is able to generate mist @>900 ml/hr. The humidity should be maintained with the help of a 1700±40 KHz ultrasonic humidifier having titanium coated ceramic discs of at least 20 mm diameter and should be housed in stainless steel 304 grade enclosure. Each humidification system should be connected with a 50 liter Carboy and commercial RO system using ABS plastic pipes and fittings (Technical details must be provided along with the bid, failing which the bidder may be disqualified).

CONTROL PANEL

Following are the specifications of the Microprocessor Control Panel (to be provided individually for each chamber). The control panel should be designed with the help of contractors and MCBs (L&T/Schenider).

Programmable Photoperiodic Timer	Clock Accuracy ±2.5sec/day@20°C
	1 Channel and Week Program
	16 memory locations adjustable to the minutes
	Auto summer and winter time changing
	1500 Hrs. Running reserve
Temperature Control System	Temp. Range: 0.1 to 59.9°C; Accuracy: ±1°C
	Hysteresis: 0.4°C with sensor probe Pt-100 Sensor cord 15 meters
Relative Humidity Control System	RH in the range of ±4%, Real RH: ±2%. ±1 digit (at 45%)
	Range: 30% to 90%
Miscellaneous	Individual remote alarm systems with SMS facility should be provided for indicating temperature.

WORK BENCHES

Each subdivided room in the containment area should house 3 benches each having a size of 12'×2'×1.8' (L×W×H). The stand/legs of the benches should be made of galvanized steel and having a

steel expanded metal bench top and supporting frame. The benches should be rust resistant and engineered for taking a load of minimum 800 kgs per bench.

CIVIL CONSTRUCTION

Structure: Complete Structure should be made on the RCC platform, raised at least 1' on all sides from the existing roof. The structure should have hard anti slippery tile flooring along with proper drainage.

Electrical wiring: All connections should be derived from the provided location of electric line near the construction site. All wires should be of copper and desired load (Preferably from Make-Polycab/Finolex), All the switches used should be of high quality (Preferably Norisys/Legrand) and all the switch boxes should have at least 2 extra sockets and 2 switches as standby options. No looping of electrical wires should be done for proper distribution of load. All the electrical operations should have independent wires from the control panel. The independent lines should be underground in A-grade PVC pipes and should culminate in individual MCBs. The vendors should also make provisions for providing RCCBs to control each room.

Air Curtain: An electronically balanced air curtain with double blower and automated ON/OFF operation w.r.t. door opening should be provided at the entrance of the vestibule.

MISCELLANEOUS ITEMS

Miscellaneous Stainless Steel Washbasin, aluminum ladder etc. should be provided. All fittings should be of ISI or equivalent material. Flexible expandable polymer hose with 7 different water discharge streams in each area must be provided with complete plumbing fittings and pump assembly (bidders are required to provide technical details)

Electrical and water supply will be provided by the Department, however fitting of all electrical and water supply connections should be under the purview of the winning bidder.

WARRANTY

The greenhouse should be offered with 1 year standard and 2 year additional CMC.

OTHER INSTRUCTIONS FOR THE BIDDERS

1.	Due date: The tender has to be submitted online before the due date. The offers received after the due date and time will not be considered. <u>No manual bids will be considered.</u>
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and Financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given BOQ format. The technical bid and the financial bid should be submitted online. <u>The financial bids should be filled in the format as mentioned in the BOQ.</u>
3.	Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) will be opened as mentioned in "Annexure: Schedule". The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification.
4.	Acceptance/ Rejection of bids: The committee reserves the right to reject any or all offers without assigning any reason. If the bidder does not provide the details of the material used and simply copies and pastes the technical specifications uploaded by the user, his/her bid is liable to be disqualified. Constructional drawing mentioning plan and 3 dimensional view needs to be submitted with the tender failing which the tender will be disqualified/rejected
5.	Pre-qualification criteria: <ol style="list-style-type: none"> 1. Tenderer must be ISO 9001:2015, 14001:2015, 18001:2007 certified and CE certified. Documentary proof must be attached with the tender. 2. Tenderer must provide a Solvency Certificate not less than 40 Lakhs from any Nationalized Bank. 3. Bidders should have completed at least 5 similar work and should submit completion certificates of the same/higher amount with the tender failing which tender may be rejected. 4. Bidders should be the manufacturer/it's authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. In case the equipment is quoted by the Indian subsidiary of OEM, a certificate from the OEM should be attached. 5. An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. 6. OEM should be a nationally and internationally reputed branded company. 7. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid. 8. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

	<p>9. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>
6.	<p>Force Majeure: The supplier shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <ol style="list-style-type: none"> 1. For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 2. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
7.	<p>Risk Purchase Clause: In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p>
8.	<p>Delayed delivery: If the delivery is not made within the due date for any reason, the committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value/price.</p>
9.	<p>Prices:</p> <ol style="list-style-type: none"> 1. The price should be quoted in net per unit and must include all packing and delivery charges. <u>The prices should be quoted only in the format as provided in the enclosed BOQ. The BOQ file is an excel file in which the bidder can enter information only in the cells made accessible by the tender requesting authority.</u> 2. <u>The offer/bid should be inclusive of all taxes.</u> However, prices should be quoted with the reduced GST rates as Delhi University is exempted from higher GST rates and necessary certificate will be issued on demand.
10.	<p>Performance Bank Guarantee:</p> <p>The vendor, to whom order is placed, shall furnish a performance bank guarantee (issued by a scheduled bank) equaling to 10% of the total cost of the purchase order. The performance guarantee shall remain valid for the entire tenure of warranty period plus additionally for another 60 days.</p>
11.	<p>Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 100% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. <u>The insurance should be up to the destination.</u></p>

12.	<p>Delivery and Documents:</p> <p>The greenhouse should be installed within 4 weeks of issuing the purchase order. On completion of the work following should be submitted by the winning bidder:</p> <ol style="list-style-type: none"> 1. Three copies of the GST- invoice showing contract number, good's description, quantity, unit price and total amount 2. Manufacturer's/Supplier's warranty certificate; 3. Inspection and installation certificates.
13.	<p>Inspection and Tests: Inspection and tests prior to shipment of goods and at final acceptance are as follows:</p> <ol style="list-style-type: none"> 1. After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. 2. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance. 3. The acceptance test will be conducted by the purchaser, their consultant or other such person nominated by the purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. 4. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the right to get the equipment replaced by the supplier at no extra cost to the Purchaser. 5. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the supplier.

14.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ol style="list-style-type: none"> 1. In case of dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice Chancellor, University of Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. 2. In the case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with the provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with the provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. 3. The venue of the arbitration shall be the place from where the order is issued.
15.	<p>Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
16.	<p>Right to Use Defective Goods</p> <p>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 purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the purchaser's operation.</p>
17.	<p>Supplier Integrity</p> <p>The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
18.	<p>Installation & Demonstration</p> <ol style="list-style-type: none"> 1. The supplier is required to perform the installation and demonstration of the equipment within one month of the arrival of materials at the site of installation, otherwise the penalty clause will be the same as per the supply of materials. 2. In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. Department of Botany, University of Delhi will not be liable to any type of losses in any form.

19.	<p>Warranty:</p> <ol style="list-style-type: none"> 1. Warranty period shall be (as stated in NIT of this tender) from the date of installation of Goods at the site of installation i.e, Department of Botany, University of Delhi. The supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site. 2. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall immediately (within 07 days) arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to remedy the defects within 07 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract. 3. The warranty period should be clearly mentioned. The warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.
20.	<p>Governing Language</p> <p>The contract shall be written in english language. English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.</p>
21.	<p>Applicable Law</p> <p>The contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>
22.	<p>Notices</p> <p>Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
23.	<p>Taxes</p> <p>Supplier shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the purchaser. The purchaser will pay the custom duty directly to the Customs and Excise Department, Government of India after the supplier provides proper documentation. Penalty imposed due to delay in providing the documents will be the responsibility of the supplier.</p>

24.	<p>Duties</p> <p>University of Delhi is exempted from paying increased GST rates and an exemption certificate be provided for which the following information will be required.</p> <ol style="list-style-type: none"> 1. Quotation/Invoice with details of Basic Price, Rate, Tax & Amount on which GST is applicable. 2. Supply Order Copy. 3. Invoice Copy.
25.	<p>Payment</p> <ol style="list-style-type: none"> 1. 100% payment will be released on successful installation and demonstration of the greenhouse in working condition. The supplier will be required to submit a detailed installation report along with the invoice to facilitate the release of payment.
26.	<p>User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.</p>
27.	<p>Manuals and Drawings</p> <ol style="list-style-type: none"> 1. Before the goods and equipment are taken over by the purchaser, the supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the purchaser to operate and maintain all parts of the works as stated in the specifications. 2. The manuals shall be in the ruling language (English) in such form and numbers as stated in the contract. 3. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the purchaser.
28.	<p>Application Specialist: The tenderer should mention in the technical bid the availability and names of the service personnel in the nearest regional office.</p>
29.	<p>Site Preparation:</p> <ol style="list-style-type: none"> 1. The supplier shall inform the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. 2. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

30.	<p>Spare Parts</p> <ol style="list-style-type: none"> 1. The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier. 2. Such spare parts as the purchaser may elect to purchase from the supplier, providing that this election shall not relieve the supplier of any warranty obligations under the contract. <p>In the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> 1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested. 3. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the instrument.
31.	<p>Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days upon receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case the supplier fails to replace the above item as per above terms & conditions, University of Delhi may consider "banning" the supplier from future participation in the tenders.</p>
32.	<p>Termination for Default</p> <ol style="list-style-type: none"> 1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part: 2. If the supplier fails to deliver any or all of the goods within the period(s) specified in the order, or within any extension thereof granted by the purchaser; or 3. If the supplier fails to perform any other obligation(s) under the contract. 4. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>For the purpose of this clause:</p> <ol style="list-style-type: none"> 1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the actions of a public official in the procurement process or in contract execution. 2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition;

	<p>3. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.</p>
33.	<p>Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the premises of installation site, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.</p>
34.	<p>Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in a court of competent jurisdiction located within New Delhi.</p>
35.	<p>Compliance certificate: This certificate must be provided indicating conformity to the technical specifications.</p>
36.	<p>List of Annexures to be submitted by the bidder: Annexure I: Compliance Sheet Annexure II: List of 5 government organizations/clients where similar products have been supplied. Annexure III: User certificates and work orders from 5 users, where similar work has been carried out by the supplier. At least two work orders should be of a higher value than the quoted price. Annexure IV: Tenderer must be ISO 9001:2015, 14001:2015, 18001:2007 and CE certified. Annexure V: Tenderer must provide a solvency certificate not less than 40 Lakhs from any nationalized bank. Annexure VI: Technical documents in support of the technical specifications. Annexure VII: Price bid in the BOQ format.</p>

CHECKLIST OF THE DOCUMENTS REQUIRED FOR ONLINE SUBMISSION

The online bids (complete in all respects) should be submitted in two covers as explained below:

DOCUMENTS IN COVER –I (FOLLOWING DOCUMENTS TO BE LOADED AS A SINGLE PDF FILE)				
S. No.	DOCUMENTS	CONTENTS	FILE TYPE	CHECKLIST (Y/N)
1.	TECHNICAL BID	Compliance Sheet as per Annexure I	A single PDF file for all the documents	
2.		List, user certificates and work orders of organizations/clients where the same/similar products have been supplied (in the last two years) along with their contact number(s) as per Annexure II and III		
3.		ISO and solvency certificates as per the technical specifications (Annexures IV and V)		
4.		Technical supporting documents in support of all claims made (Annexure VI)		
DOCUMENTS IN COVER –II (FINANCIAL BID TO BE SUBMITTED IN THE FORMAT OF ANNEXURE-V)				
1.	FINANCIAL BID	The Financial Bid should be submitted in the format described in enclosed BOQ. The BOQ is an excel file which can be downloaded by the bidders. The bidder will only be able to fill the information in some of the cells as all the other cells are locked	XLS	

COMPLIANCE SHEET (Annexure I)

Indicate the compliance as per the technical specifications mentioned in the tender

S. No.	Modules/Parts as per the technical specifications mentioned in the Tender	Compliance (Y/N)
1.	Fabrication and installation of a hitech greenhouse within the stipulated period, along with 2 years additional CMC.	
2.	Enclosing the required documents as per Annexures II-V	

I have also enclosed all relevant documents in support of my claims (as above) in the following pages

Signature of the Bidder

Name of the Bidder: -----

Designation: -----

Name of the Organization: -----

Contact No.: -----