



Government of West Bengal
Office of the Project Officer & Ex-Officio Joint Director of Agriculture
Water Management Research Station
Begopara, Ranaghat, Nadia, 741256

Notice Inviting Electronic Tender NIET 03 2024 25 PO AND EO JDA, for the office of The Project Officer and Ex-officio Joint Director of Agriculture, Water Management Research Station,, Govt. of West Bengal, Ranaghat, Nadia

Notice inviting e-tender (NIET) for purchase of Laboratory Instruments/ Equipments and Accessories as mentioned in Annexure I with specifications, for the Soil Testing Laboratory under the Office of The Project Officer and Ex-officio Joint Director of Agriculture, Water Management Research Station, Govt. of West Bengal Ranaghat, Nadia,, for centrally sponsored scheme "Soil Health & Fertility" under Rastriya Krishi Vikash Yojna (RKVY), during the financial year 2024-25.

1. Eligibility for participation to e-Tender:

- I. Original Manufacturer/Authorized Distributor/Authorized dealer/ Accredited Indian Agent /Sole Selling Agent, having been in this business for a period of at least five years in this country, in relation to the item for which quotations are being submitted, are eligible for quoting.
- II. The distributor/ Authorized dealer/ Selling Agent hold preferably be the direct distributor from the principal's.
- III. The credentials for supplying same type of items are mandatory.
- IV. The authorization letter from the manufacturer/company (where manufacturer accepts the responsibility for any lapse on the part of the agent wherever applicable) is mandatory, for participation to the e-tender.

2. Availability of Tender documents:

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

3. Earnest Money Deposition (EMD):

- I. Earnest Money @ Rs. 1600.00 only , unless exempted under the existing rules of Govt. of WB, must be deposited by the bidder electronically through his/her net banking enabled Bank Account, maintained at any bank or: Office – through any bank by generating NEFT/ RTGS challan from e-tendering Portal.
- II. Bidders eligible for exemption of EMD as per Govt. rule may avail the same and attested valid documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory bid documents.
- III. The Earnest Money of un-successful bidder will be refunded automatically without paying any interest after finalization of the tender.
- IV. The earnest money of the Bidder will liable to be forfeited if the Bidder withdraws his/her tender as a whole or for any particular item or items at any stage after the opening of the tender or fails/refuses to enter into written agreement for any/all items of his accepted tender, within the specified time, when requested to do so/fails to furnish Performance Bank Deposit within the stipulated time.

4. Submission of Bids/Tenders and Bidding Documents:

I. The tender is to be submitted online as on date and time schedule in a two Bid System i.e., (A) Technical Bid and (B) Financial Bid. Both the bids must be submitted concurrently duly digitally signed by the Bidder (through the website <http://wbtenders.gov.in>).

II. Any revision after submission of tender by the Bidder will not be allowed.

(A) Technical Bid (BID A):

Technical Bid should contain two covers (folders), (i) Statutory and (ii) Non- Statutory. Documents under these should be properly indexed and self attested with seal. Illegible documents will not be considered for scrutiny and may lead to rejection of the bid.

i. Statutory Cover: Single file containing multiple scanned pages (virus scanned copies) of following documents are to be uploaded online.

- a) Valid documents for exemption of EMD (if applicable).
- b) Application in the prescribed format given in Annexure II.
- c) CHECKLIST in the prescribed format given in Annexure III.
- d) List of Items quoted.
- e) Technical specifications of each item(s) quoted with make and model/model no./catalogue no.(Should be typed and signed on separate sheet) along with the technical compliance statement in tabular format.



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- f) NleT
g) Authorization letter from concerned Manufacturer (it will get preference).

ii. Non-Statutory Cover: Other important documents comprising of following should bear ranged in the given order:

Sl. No.	Category	Sub-Category	Sub-Category Details
(1)	(2)	(3)	(4)
1.	CERTIFICATES	CERTIFICATES	1. GST Registration Certificate & up to date GST Returns 2. PAN in the name of Firm (if PAN is in the name of Proprietor, attested copy of Firm Registration Certificate is mandatory along with PAN). 3. Up to date Professional Tax Certificate.
2.	COMPANY DETAILS	COMPANY DETAILS	1. Business Proof Document as applicable, along with complete Address, Telephones, e-mail for verification. A) For Proprietorship Firm: Trade License. B) For Partnership Firm: Partnership Deed and Trade License along with Power of Attorney stating that the authorizing person must have the Power to sign the related papers. Such Power of Attorney is to be uploaded with the Tender. C) For Ltd. Company: Incorporation certificate and Trade License along with authorization letter having power to sign the related papers. Such authorization letter is to be uploaded with the Tender. D) For Co-operative Society: Society Registration copy and Trade Licence along with authorization letter having power to sign the related papers. Such authorization letter is to be uploaded with the Tender. 2. Certificate of country of origin for imported items only.
3.	CREDENTIAL	C1.Credential1 C2.Credential2	1. Manufacturing License (for each quoted Item),if applicable. 2. Import License with validity (for each quoted Item), if applicable.
4.	FINANCIAL INFO	P/L& BALANCE SHEET	1. Profit and Loss Account with Balance sheet for last three Financial years. 2. Income Tax Return for last three Assessment years
5.	DECLARATION	DECLARATION1 DECLARATION2 DECLARATION 3 DECLARATION 4	1. Quality assurance certificate like ISO 9000 / CE/ FDA series should be enclosed (for each quoted Item) wherever applicable. 2. Bidder must submit the name and address of local service Centre in West Bengal with Contact No. and e- mail etc. of the authorized personnel for service(s) of the quoted equipment(s)/ instrument(s) in their letter head. Satisfactory Installation Certificates (at least two) of same/ similar type of Instrument/ Equipment/ System supplied to Govt./ Semi Govt./ Reputed Private Institute by the Bidder in the last three (3) years are desirable otherwise the offer may not be considered for evaluation and may lead to rejection of their Bid. 3. Item wise Client/ User List (with complete Address, Contact No. and e-mail etc.) is/are desirable for future verification purpose if needed. 4. Bidder must submit a declaration on a non-judicial stamp paper that the firm has not been blacklisted or convicted in any criminal case in the past by any organization/ Institution (format given in Annexure V).

Intending Bidder(s) is/are instructed to go through the clause 14 to avoid rejection of bid.



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(B) Financial Bid (BID B):

I. Bill of Quantities (BOQ) for INR shall contain base price inclusive of 1 Year Warranty and the cost of the allied services which are to be undertaken (charges like carrying, demonstration of instruments, cost of insurance, packing, forwarding, freight, clearing, installation, dismantling, Incidental etc.) for delivery of each quoted item(s) up to the delivery point/ concerned laboratory.

II. GST (including other taxes) must be mentioned separately in the appropriate column of the template for Bill of Quantities. Price for extended warranty period (optional) for instrument(s)/ equipment(s), may be mentioned.

III. The rate should be quoted in Indian Rupees (both in figure and words) on unit (i.e. per Piece.) basis for a particular brand/ make or model / model no. of the offered item(s) only as mentioned in the appropriate column of the template for Bill of Quantities. Alternative offer will not be accepted.

IV. The tender shall be cancelled for quoting of item(s) without its brand/ make name, model/ model no. etc.

V. Rates of Tender shall remain valid for 31.03.2025 i.e. for the financial 2024-2025.

VI. If the rates of two or more bidders become identical, the authority shall have the right to reject/accept any of the offers considering other factors like credential etc.

5. Date and Time schedules of e-Tender:

The time schedule for obtaining the bid documents, registration with the tendering authorities, the submission of bids and other documents etc. (through the website <http://wbtenders.gov.in>) will be as per the list given below

Sl. No.	Particulars	Date
1.	Date of Publishing (uploading) of NleT Documents online.	24/07/2024
2.	Date for downloading of Tender Documents.	Start 24/07/2024
3.	Date of Submission of Technical Bid and Financial Bid.	Start 24/07/2024
5.	Date for downloading of Tender Documents	End 05/08/2024
6.	Date of Submission of Technical Bid and Financial Bid .	End 05/08/2024
7.	Date& Time of Opening of Technical Bid.	07/08/2024
8.	Date of uploading list for Technically Qualified Bidder (Bid A).	Intimated Later on.
9.	Date of opening of financial bid at the office of the project officer and Ex-Officio Joint Director of Agriculture, WMRS, Ranaghat in presence of the tender Committee.	Intimated Later on.
10.	Date of uploading the list of successful bidders.	Intimated Later on.
11.	Location of Bid opening	W.M.R.S., Begopara, Ranaghat, Nadia, 741256



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6. Evaluation of Tender:

I. Technical Bid (Bid A) will be opened first.

II. The Bidder offering the items as being as per the tender specifications (with brand/ make or model / model no.) will be found suitable and only be selected. Such Bidders so identified have been considered technically suitable for other uploaded documents essential for the Tender.

III. Bidders who have uploaded all the properly indexed legible papers/ documents self attested with seal as specified under clause 4 of Bid submission will be considered for scrutiny and Technical evaluation. After evaluation if qualified, bidder/s only be accepted for Bid B (Financial Bid), failing which bidders will be rejected and not be considered for Financial Bid.

IV. Bidders failing to meet the technical specifications and other requirements of the tender will be rejected. Those who have qualified the Technical evaluation will be identified and only their Bid B (Financial Bid) will be opened.

V. Choice for a particular brand / make or model / model no. is under the purview and discretion of Tender and Purchase committee. No objection from any participant Bidder(s) will be entertained in this regard.

VI. Any valid objection from Bidders end regarding the uploaded documents of other participating bidders must be brought into the notice of the authority within two (2) calendar days from the day of opening of Technical Bid. Beyond that, no objection will be entertained.

7. Order, Supply/Delivery, Installation and Commissioning:

I. Number/ Quantity of items to be ordered / supplied/ delivered may be increased/decreased as per requirement of the Buyer/Purchaser.

II. On a tender being accepted, intimation of acceptance will be forwarded to the Bidder.

III. Supply order for the approved instrument(s)/equipment(s) will be placed to the successful bidder after the execution of the agreement (format given in Annexure VI) with the undersigned if required, which have to be done on non-judicial stamp paper, as deemed fitted, stating that he will abide by the terms and condition of this tender notice. Such agreement must be executed prior to the supply of the instrument(s)/equipment(s), otherwise his/ her quotation will be cancelled and the Earnest Money Deposited (EMD) is liable to be forfeited.

IV. The successful bidder will have to supply/ deliver the specified item at the purchaser's premises and/or delivery point (as specified in the supply order) within 15 days from the issue of supply order unless otherwise mentioned.

V. The installation, testing and demonstration of the proposed system/ instrument/ equipment shall be completed within this period with prior intimation to the undersigned.

VI. Further demonstration if required, to run an Instrument/ Equipment has to be arranged at free of cost.

VII. Any fault noticed in the functioning of the installed Instrument/ Equipment, as a result of any feature, has to be rectified free of cost.

8. Withdrawal/Cancellation and Purchase Policy of Tendering Authority:

I. The tendering authority reserves the right to withdraw any item from the tender at any stage.

II. The selection of such item, if already made in favor of any bidder, shall be treated as cancelled.

III. The tendering authority reserves the right to accept or reject any tender, in part or in full, at any stage or to split any tender without assigning any reason.

IV. Withdrawal of tender or any revision after submission of tender, by the Bidder, shall not be allowed.

Purchase will, however be made following the existing purchase policy of the Government of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules, the policy of price preference in particular incorporated under Notification No. 10500-F dated 19.11.04 and read with 5400-F dated 25-06- 2012 of Finance Department, Government of West Bengal will be observed in considering.

9. Spare Parts

I. The Bidder will undertake the authentication from Principal/Manufacturer Firm that supplies of necessary maintenance equipment and spare parts will be made available for equipment (s)/ instrument(s) and the complete system in future on a continuing basis and the bidder has to mention the cost of consumables/spare parts with validity along with the offer.

II. However, this does not relieve the supplier of any warranty obligations under the contract.



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10. Guarantee / Warranty Period:

Minimum one (1) year comprehensive guarantee/ warranty of the company from the date of satisfactory installation and commissioning of instrument(s)/ equipment(s) is/are essential. All faults appearing within this period will be intimated to the bidder/ company and the time span of appropriate rectification will be added with the guarantee/ warranty period. Necessary certificate in this regard should be furnished by the selected vendor/ firm/ company for releasing payment.

11. After Sales Services and Maintenance Contract:

I. The supplier has to state that he/ they will provide the after sales services and maintenance during and after guarantee/ warranty period of the equipment(s).
II. The supplier has to state the Annual Maintenance Charge (AMC) when required after guarantee/warranty, if any.

12. Penalty Clauses- Penalty for formation of cartel or furnishing of fraudulent/ misleading documents:

I. If during the tender process or at any stage during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in whatsoever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated.
II. Similar penal measures shall also be initiated against those bidders who have submitted false/ misleading/ fraudulent documents or made incorrect declarations.
III. The penal measure will be forfeiture of EMD, if enlisted as a supplier.

13. Payment terms:

I. Payment will be made through e-payment system after execution of purchase/ supply order within the specified period as per specification as provided in the tender documents and availability of fund in appropriate head and no claim whatsoever will be entertained for work as well as payment.
II. After completion of all the processes of supply/ delivery, the vendor will have to submit one application to The Project Officer and Ex-officio Joint Director of Agriculture, Water Management Research Station,, Govt. of West Bengal, Ranaghat, Nadia, for disbursement of payments stating name of the payee/ recipient, bank account number with IFSC along with a copy of the cancelled cheque for making e-payment.
III. Manual payment is not allowed.
IV. Original Invoice in triplicate along with Challans should be raised in favor of the office bearer (order provider).
V. Bids shall remain valid up to 5:30 PM of 31.03.2025 from first date of submission of financial bid/ sealed bid. If the bidder withdraws the bid during the period of bid validity, the EMD will be forfeited without assigning any reason thereof.

14. Points to be noted with strict observance to avoid rejection/cancellation of Bid:

I. Uploaded documents should be precise (unnecessary uploading of documents not related to tender, may lead to rejection), properly arranged, indexed and legible. Otherwise, it will not be considered for scrutiny and may lead to rejection of the bid.
II. Bidder must submit the item wise name and address of local service Centre and Client/ User list as specified under clause 4 on page 1 and 2 of Technical Bid submission. Failing which entire Bid submission/ Bid submission for a particular item(s) will not be considered for scrutiny and Technical evaluation. Tender and Purchase committee may impose relaxation if situation demands.
III. Choice for a particular brand / make or model / model no./ catalogue no. is under the purview and discretion of Tender and Purchase committee. Discretion of Tender and Purchase committee will be final and absolute. No objection from any participant Bidder(s) will be entertained in this regard.
IV. The intending Bidder/ Tender provider may remain present at the time of opening of the Tender.
V. No objection from any bidder either present or absent at the time of opening of Financial Bid will be entertained in this respect. No informal bidder will be entertained in the Bid further.
VI. If the Bidder gives a false statement on any information, the firm/supplier will not be considered and their tender shall be rejected and the EMD shall be forfeited.
VII. If the dates fall on holidays or on days of natural calamity etc., the dates defer to the next working days. In case of server failure or net disruption, the process will be carried out soon after the problem is over.



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VIII. The Tender and purchase Committee reserves the right to cancel the NleT or to change the above schedule in case of any exigencies or due to unavoidable circumstances without assigning any reason, whatsoever, to the bidder. In this respect, no objections and no claim will be entertained from any Bidder.

IX. During the scrutiny, if the tender inviting authority notices that the credential or any other paper to be incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be out-rightly rejected without any prejudice.

X. Any disputes or differences whatsoever arising between the supplier and purchaser unless resolved amicably shall be settled by a court of law on

XI. No conditional/ incomplete tender will be accepted under any circumstances.

Sd/-
Project Officer & Ex-officio Joint
Director of Agriculture, Water
Management Research Station,
Ranaghat, Nadia

Memo No. 644

Dated 24/07/2024

Copy forwarded for information with a request for wide circulation to the—

- a. Director of Agriculture, West Bengal, Jessop Building, Kolkata-700001
- b. District Magistrate, Nadia
- c. Sub-Divisional Information & Cultural Officer, Ranaghat.
- d. Sub- Divisional Officer, Ranaghat.
- e. Notice Board of this Office.
- f. Office file

Sd/-
Project Officer & Ex-officio Joint
Director of Agriculture, Water
Management Research Station,
Ranaghat, Nadia



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ANNEXURE - I

Technical Specifications of Laboratory Instruments/ Equipments and Accessories:

Sl No	Item Description	Item Specification
1	Deionized (DI) cartidge for producing type II analytical grade water	WASSERLAB (Model- MA10DP50Q; Sl. No.- 218001) Water Purification System, Deionized (DI) cartidge for producing type II analytical grade water

Sd/-
Project Officer & Ex-officio Joint Director of Agriculture,
Water Management Research Station,
Ranaghat, Nadia



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ANNEXURE II
PRE-QUALIFICATION APPLICATION

(To be copied and furnished in the Company's official letter head with full address, contact no. and e-Mail etc.)

(Strike out/Delete whichever is not applicable)

To
The Project Officer & Ex-Officio, Joint
Director of Agriculture,
Water Management Research Station,
Govt. of West Bengal
Ranaghat, Nadia

Sub: Submission of e-Tender for Laboratory Instruments/ Equipments and Accessories for
Soil Testing Laboratory under the Office of Project Officer & Ex-Officio Joint
Director of Agriculture, Water Management Research Station, Govt. of West
Bengal Ranaghat, Nadia, for centrally sponsored scheme "Soil Health & Fertility"
under Rastriya Krishi Vikash Yojna (RKVY), during the financial year 2024- 25.

Ref: Your NIET No: NIET 03 2024-25 PO and EO JDA, Ranaghat, Nadia, Dated: 24/07/2024

Sir,

Studying and understanding all the clauses published in the NIET under reference, I/we hereby submit all the Necessary information and relevant documents as required for evaluation of my/our Bid:

- (1) That the application is made by me/us directly/on behalf of..... In The capacity of..... duly authorized to submit the offer.
- (2) The authorization letter from the Company is attached.
- (3) I/ We accept the terms and conditions as laid down in the NIET mentioned above and declare that I/ we shall abide by it throughout the tender period.
- (4) I/We am/are offering rate/s for the item /s as per my/ our enclosed list and assure the supply of quoted item(s) as per Specifications within the stipulated period.
- (5) (a) I/We propose that the Order should be raised in my/our name.
(b) I/we have appointed M/S.....having its office at..... (Address, contact no and email address) as Contact person/others as per clause of the NIET. OR
(c) I/ We propose that order and bill should be raised in favor of our authorized distributor. For that purpose, I/ we have appointed M/S.....having its office at..... (Address with contact no and e mail address) as authorized Distributor who will receive order and payment in his name on our behalf.
- (6) I/We understand that:
 - i. Tender and Purchase Committee can amend the scope & value of the contract bid under this project.
 - ii. Tender and Purchase Committee reserve the right to reject any application without assigning any reason.
- (7) The agreement between ourselves and the distributor and other documents is attached.

Yours sincerely,

(Signature of applicant with date)



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ANNEXURE III

CHECK LIST

(To be filled by the Bidder and must be uploaded with document)

Sl No.	Documents to be submitted/ uploaded for qualifying Technical evaluation	PI mark v			Page No.
		YES	NO	Not Applicable	
1.	EMD submitted.				
2.	Attested copy of valid documents for exemption of EMD as applicable.				
3.	Application in the prescribed format given in Annexure III.				
4.	List of Items quoted.				
5.	Technical specifications of each instrument quoted with make and model.				
6.	Technical compliance statement in tabular format.				
7.	NieT				
8.	Authorization letter from concerned Manufacturer				
9.	Copy of GST Registration Certificate and up to date GST Return.				
10.	Copy of PAN card.				
11.	Attested Copy of Firm Registration Certificate if the PAN is in the name of Proprietor.				
12.	Income Tax Returns for the last three Assessment Years.				
13.	Up to date P. Tax Certificate.				
14.	Trade License for current year.				
15.	Partnership Deed with power of attorney/ Incorporation Certificate/ Society Registration Certificate etc. as applicable. (In case of a Partnership Firm, signing person must have the Power of Attorney, authorizing him to do so. Such Power of Attorney is to be submitted with the Tender).				
16.	Certificate of country of origin/Manufacturing License/Import License with validity, if applicable for which the tender is/are being submitted.				
17.	Profit and Loss Account with Balance sheet for the last three Financial Year				
18.	Quality assurance certificate, if applicable.				
19.	Name and address with Contact No. and e- mail etc. of local service Centre in WB and authorize personnel for service (It should be provided separately for each quoted equipment(s)/ instrument(s).				
20.	Client/User List				
21.	Installation Certificate (at least two within last three years) for the instrument (s)/equipment (s).				
22.	Declaration that the firm has not been blacklisted in the past by any Government/Private Institution or convicted in any criminal case.				

Sd/-
Project Officer & Ex-officio Joint
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**Government of West Bengal
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ANNEXURE IV

Affidavit For Non-Conviction

(To be filled by the Bidder in and on-judicial stamp paper and must be uploaded with document)

I,.....(*Name of the Proprietor/partner/authorized signatory*),..... the under signed, on behalf of.....(*company's name*)do hereby solemnly affirm and declare:

1. That I and/or The Principal manufacturer of item/items have never been convicted of any offence under criminal law of India or never been disqualified / blacklisted while supplying such item/items to the Institutions/ organization under the control of Government of West Bengal / any other State Governments/ Government of India / Undertaking of Govt. West Bengal/ Govt. of India or any other institution/ organization/ autonomous body at any time.
2. That no case is pending against me or against my firm in regards to the subject as stated in Para-1.
3. That I do affirm that all the statements made by me are true to the best of my knowledge and belief and all the documents attached to it are genuine.
4. That I declare that if any information is subsequently found incorrect or false, it will automatically render cancellation of the application submitted.

Date:

Yours sincerely,

(Signature of applicant with date)



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ANNEXURE VI

DEED OF AGREEMENT

THIS DEED OF AGREEMENT made on this.....between..... for and on behalf of the Dept. of Agriculture, Govt. of West Bengal hereinafter called **Buyer (First Party)** which expression shall include the successors in the office of the FIRST PART

AND

..... Which expression shall include the executors, administrator send legal representative of the SECOND PART. WHERE AS the tendered rate by the **Seller**.....**having GST IN No**.....for supply and installation For instruments/ equipments described in the **Schedule** against the **NleT No**.....**Dated** (ID No.....), is accepted as their specifications match the desired specifications and rates found lowest (L-1). **WHEREAS** the **Seller** hereto agreed to the following terms and conditions:

Clause1: Warranty:

The Seller hereby declares that the instrument/equipment as described in the **SCHEDULE** to be sold to the **Buyer** under this contract shall be of the best quality and shall be strictly in accordance with the specifications and particulars mentioned in the tender and Seller here by guarantees that the said instrument would continue to conform to the description and quality as mentioned in the Schedule for a period of one year from the date of the installation of the said instrument to the **Buyer**. The Seller further declares that any fault occurring during this period shall be replaced free of cost. All complaints will be attended by the firm within 48 hours of dispatch of complain to their office. The firm shall ensure that in case the instrument/ equipment not being made functional within 7 (seven) days, stiff Penalty equivalent to 0.25% of the cost of instrument/equipment per day shall be levied for the delay at the discretion of authority.

Clause 2: After Sales Service:

The Seller hereby declares that the after sales service will be provided free of cost during warranty period. The Seller declares that they must be able to provide **after sales service** of the quoted instrument/equipment after the warranty period.

Clause 3: Time and date of delivery:

The Seller declares that the installation of the instrument/equipment as described in the Schedule will be completed within fifteen days of placement of purchasing order unless otherwise mentioned. The period of supply is extendable to further fifteen days on justification and written request from supplier on the discretion of the **Buyer**.

Clause 4:

The Seller declares that the delivery and installation of the instrument must be completed at the destination point i.e within stipulated date, which shall be mentioned in purchase order. The failure to supply and install the instrument within stipulated date may invite recovery of liquidated damage in terms of 0.25% of total contract value per day. In case of failure of installation of the instrument within the stipulated time without sufficient and reasonable ground, the supply order may be cancelled and the Performance Security Deposit will be liable to be forfeited in terms of clause-1 stated above.



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Clause 5:

The Seller declares that for any kind of supply that is inferior or late or undelivered, penalty shall be imposed. Any deficiency seen in the above respect shall attract penal measures including black listing for the next three years and legal action against such offenders/defaulters.

Clause 6:

The Seller declares that they will raise Invoice or charge the bills in Indian Currency.

Clause 7:

The Seller declares that the price mentioned in their Tender Vide NleT No..... Dated (ID No.....) and E Tender Bid ID No.....Dated.....is Total Rs.....(In words.....) For Destination rate for the supply and installation of the Instrument is inclusive of all charges & The Seller further declares that they will not claim any extra charge or tax.

Clause 8:

It is stated that that in case of any dispute, the legal matter will be settled by the court of Law.

Clause 9:

Rate quote of the seller shall be firm through the tenure of agreement (including extension of time granted , if any) and will not be subject to any variation of price due to increase in cost of instruments/equipments / accessories ,service charges, sales taxes, octroi taxes etc.

SCHEDULE

Item Code	Instrument / Equipment	Make, Model, Capacity, Warranty period, Technical specifications

WITNESS WHEREOFF the Parties have signed this Deed on the day, month and year mentioned above.

1. (Signed, Seal and delivered by the Seller)

Signature :

Name :

Seal :

Date :

2. (Signed, sealed and delivered by the Buyer)

Signature :

Name :

Seal :

Date :