

*Tender Document*  
*for Annual Rate Contract*  
*for the year 2016-17*

**Tender No.....**  
**(Please quote as per NIT)**

<b>Item Name:</b>
-------------------

**Last Date of submission of Tenders : 21.07.2016 up to 11.00 AM.**

**Date of opening of Tenders : 21.07.2016 at 11.30 AM #**



## वै.-प.अ.औ. केंद्रीय औषधीय एवं सगंध पौधा संस्थान

CSIR -CENTRAL INSTITUTE OF MEDICINAL & AROMATIC PLANTS

पीसीमैप.ओ., लखनऊ 2260-15भारत (.प्र.उ)

P.O. CIMAP, LUCKNOW-226015 (U.P.) INDIA

Email : [spo@cimap.res.in](mailto:spo@cimap.res.in) Telephone : 0522-2718613,1

Tender Notice No. 1 (6)/2016-17/Pur/5

Dt: 01.07.2016

Central Institute of Medicinal and Aromatic Plants, popularly known as CIMAP, is a frontier plant research laboratory of Council of Scientific and Industrial Research (CSIR) New Delhi. CSIR-CIMAP is steering multidisciplinary high quality research in biological and chemical sciences with its Research Headquarters at Lucknow. For the day to day R&D activities of the institute under various projects, different kind of Gases as per the attached annexure-I and Animal Feed material as per attached annexure-II to be procured regularly as per the requirement. It has been decided to enter into an Annual Rate Contract for supply of the above material as per under.

Sl. No.	Sub File Nos.	Items Detail
1.	1(6)/2016-17/Pur-5	Supply of SMF Batteries. Make: Exide/Amaron Quanta (pl refer Annexure-1)

In this context, all the bidders are requested to read the following terms and conditions of the tender carefully before submitting the offer.

### **1.Scope of the Rate contract:-**

- 1.1 The company /firm entered into the rate contract has to supply the material strictly as per the rates, terms and conditions during the of contract period. No upward revision of the prices etc will be considered however downward revision or scheme etc if any will be passed on to CSIR-CIMAP.
- 1.2 The material shall be supplied in company provided original packing, which must be mentioning of its name, self life, expiry date, storage conditions warranty etc as applicable on its level.
- 1.3 Supplier/dealer/distributor shall make necessary arrangement for installation of the batteries in the UPS etc without any extra charges.
- 1.4 The firm selected for rate contract shall has to attend the complaint received from the institute if any regarding the functioning of batteries etc and to resolve the problem within a period of 48 hours.
- 1.5 The firm should have team of qualified and trained engineers for installation of batteries and to attend the breakdown calls.
- 1.6 The items, so supplied will have to be of high quality and grade as required and in the event of inspection/test if these are found to be of inferior quality, the same are to be replaced by the firm at

their cost within the stipulated period, failing which the RC of the firm will be cancelled. Delayed supplied/non-compliance of complete order may also lead to cancellation of Rate Contract.

1.7 The material under the rate contract shall be supplied on delivery at door basis, immediately on priority within a period not exceeding 4 weeks either directly or through your dealer network.

1.8 **The Bidder has to attach specific authorization in original (containing the tender number) from the Principal along with the Bid.**

## 2 **Preparation and submission of Bid** :-

2.1 The company / Firm/dealer/ distributor interested to enlist themselves or on behalf of their principal for rate contract for above mentioned job, may submit the offer along with the latest price list, valid authorization letter, leaflet literature if any in a single sealed envelope super scribing the tender No., name of item of rate contract, date of submission and opening on its cover.

2.2 Please note that your offer should not exceed ten pages excluding booklets/Price List.

2.3 Vendor has to submit the rates compulsorily for all the items as per attached **annexure-I**. The Firm which are not quoting for complete items listed in the annexure shall not be considered for comparison hence rejected.

**2.4 The vendor has to submit the buy-back rates of the old batteries and the same will be collected by the firm from the institute after installation of new batteries.**

2.5 Dealer/distributor may offer additional institutional discount/quantity discount if any other than the rate contract discount offered by principal firm/company.

2.6 Copy of the Tender document should be signed and each page attached with the bid document must be stamped as a token of acceptance of terms & conditions of the tender document.

2.7 Firms should be registered with Sales Tax Authorities wherever applicable and also required to have the Valid PAN Nos copy of the same are required to be attached.

**2.8 The quoting firm should have minimum three years experience of supply of batteries to central/state govt organizations /autonomous bodies/PSUs etc. The documentary proof of the same must be attached with the tender.**

2.9 The list of clients such as CSIR labs /ICMR/ICAR/DRDO etc. must be attached with the offer.

2.10 The percentage of discounts, taxes, levies and other applicable charges if any required to be mentioned in offer.

2.11 This Institute is exempted from payment of customs duty under OGL Scheme, and Central Excise Duty under Notification No. 10/97-Central Excise dated 01.03.1997. Actual User Condition (Non-Industrial-R&D Institution).

2.12 Director, CSIR-CIMAP may cancel the tender mentioning vague terms i.e as actual , as applicable etc.

2.13 The tender complete in all respect addressed to the Director, CSIR, Central Institute of Medicinal & Aromatic Plants, PO, CIMAP, Lucknow-226015 must reach to this office on or before 5.00 PM on 1.07.2016.

2.14 All the tenderers are requested to make the entry in the tender register kept with the tender box.

2.15 **Fall Clause shall be applicable.** Prices charged for the material supplied under Rate Contract should under no event exceed the lowest prices at which the party sells the items of identical description to any other person or organization during the period of contract. If it is found that the company is supplying the same items at lower price to any other organizations, the same benefits will be extended to CSIR-CIMAP automatically otherwise the rate contract may be terminated by the competent authority.

## 3 **Opening of tenders** :-

3.2 All the tenders received within the stipulated date & time will be opened by the duly constituted tender opening committee at at 11.30 AM on 21.07.2016 in the Purchase Section.

3.3 The representative of the vendors (if any) want to attend the bid opening process are required to bring valid authorization letter signed by authorised signatory on behalf of vendor.

3.4 Delayed and late tenders shall not be considered at all.

3.5 Tenders received in open condition or unsealed will be considered at the risk of bidder.

#### **4. Evaluation of Offers:-**

4.1 All the offers so received and opened by TOC will be evaluated by the duly constituted Technical evaluation committee and the technically qualified lowest quoting firm/firms and their offers will be enlisted in each category for award of rate contract. In case the different firms are quoting lowest rates for different items, the firm who is quoting L 1 for much items according to its value and quantity will be asked to reduce their rate equal to L 1 quote for rest of the items and the rate contract will be awarded accordingly.

4.2 In case more than one firm agree to execute the contract on lowest evaluated rates, the parallel rate contract may also be entered into with them.

4.3 The clarification/s if any required by the committee from any firm may sought by CSIR –CIMA during RC finalization process.

4.4 It will be sole discretion of CSIR-CIMAP to consider and select the firm(s) based on the requirement of the Institute. No claim/request of any firm will be binding on CSIR-CIMAP towards not considering their firm for entering into RC subsequently.

4.5 The acceptance of the tender will rest with the Director, CIMAP, Lucknow who does not bind himself to accept the lowest tender and reserve the right to reject/accept partially or wholly the tenders received, without assigning any reason thereof.

4.6 **Conditional tender shall be summarily rejected.**

#### **5. Award of Rate Contract:-**

5.1. The evaluated and recommended firm/firms will be enlisted in each category for award of rate contract.

5.2 The contract once awarded will be valid for a period of one year from the date of award letter however the same may be extended further on mutual consent.

5.3 There will be no change in price structure during the currency of contract except otherwise if statutory levies are made applicable by the Govt. through notifications/regulations changes.

5.4 CIMAP, Lucknow reserves the right to enter into parallel Rate Contract for similar items at any time during the period of Rate Contract with one or more parties.

5.5 Purchase orders under the rate contract will be placed as per the requirement of users only.

#### **6. Payment:-**

6.1. The payment for the goods supplied against the rate contract will be made within a period of 30 days after receiving of material and invoice in good condition.

6.2 The suppliers will submit the pre receipted tax invoice in triplicate for claiming the payment along with the copy of challan if applicable.

6.3 The payment will be released through RTGS/NEFT/ECS against submission of valid accounts details.

6.4 TDS will be deducted as per the provisions under Income tax Act of Govt Of India.

6.5 No advance payment will be made at all.

7. Director, CIMAP, Lucknow also reserves the right to test the chemicals and solvents and other material and also have the right to reject the material after physical inspection if not meeting the specifications and quality.

8. If the supplier fails to deliver the material within the maximum delivery period as specified above, the purchaser may cancel the order and procure, such items as deems appropriate for goods or services similar to those undelivered. The supplier will be liable to the purchaser for any excess costs for such goods or services.

9. Director, CIMAP reserves the right to terminate Rate Contract without assigning any reason thereof at any time by giving one month notice.

10. **Applicable Law** :-The contract shall be governed by the Law of Contract for the time being in force Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed

to have been made at the place from which the acceptance of tender has been issued i.e. CSIR CIMAP Lucknow . The place of the jurisdiction will be Lucknow Uttar Pradesh, India

**11. DISPUTE SETTLEMENT:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

11.1 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- a. 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 difference 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 Director General, Council of Scientific & Industrial Research and if he is unable to unwilling to act, to the sole arbitration of some other person appointed by his 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.
- (b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

11.2 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

11.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchase shall pay the Supplier any monies due the Supplier.

## **12. FRAUD AND CORRUPTION**

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

12.1 The terms set forth below are defined as follows:

- (i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has,

directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

**13. Notices:** For the purpose of all notices, the following shall be address of the CSIR-CIMAP Lucknow.

**The Director,**

**CSIR-Central Institute of Medicinal & Aromatic Plants**

P.O. CIMAP, Kukrail Picnic Spot Road,

**LUCKNOW-226015 (U.P.) INDIA**

Yours faithfully,

Section Officer (Stores & Purchase)

**Annexure-1**

**Schedule of Requirement of Batteries**

<b>S.NO.</b>	<b>Description of batteries</b>	<b>Make</b>	<b>Price</b>	<b>Tax</b>	<b>Buy back rates for old batteries</b>	<b>Total</b>
1.	12V/ 7AH					
3.	12V/75 AH					
4.	12V/88 AH					
5.	12V/42 AH					
6.	12V/26 AH					
7.	12V/150 AH					
8.	12V/ 65 AH					

**Note:** 1. The minimum warranty for 7AH SMF Batteries should be one year.

2. The minimum warranty for the rest of the SMF batteries should be two years.