



# भा.कृ.अनु.प.—केन्द्रीय उपोष्ण बागवानी संस्थान

ICAR-Central Institute for Subtropical Horticulture

रहमानखेड़ा, पो. काकोरी, लखनऊ—226101 (भारत)

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फा. सं. 5-21 / 2017-18 / क्रय

स्पीड पोस्ट

दिनांक 16.08.2017

सेवा में

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विषय:— 150000 अमरूद की बीजू पौध, एक वर्ष पुरानी वेज ग्राफिटिंग योग्य, लिमिटेड टेन्डर इनक्वारी के तहत क्रय करने के संन्दर्भ में।

महोदय,

आपको सूचित किया जाता है कि 150000 अमरूद की बीजू पौध, एक वर्ष पुरानी वेज ग्राफिटिंग योग्य क्रय करने हेतु टेन्डर इनक्वारी के तहत दिनांक 30.08.2017 को प्रातः 10:00 बजे तक टेन्डर इनक्वारी आमंत्रित की जायेंगी, प्राप्त टेन्डर इनक्वारी दिनांक 30.08.2017 को प्रातः 11:00 बजे संस्थान में खोली जायेंगी। इस सन्दर्भ में आपसे अनुरोध है कि संलग्नक टेन्डर इनक्वारी पूर्ण रूप से भरकर सभी आवश्यक कागजात के साथ एवं रु. 15000 /—(रूपये पन्द्रह हजार मात्र) की ई.एम.डी. बैंक ड्राफ्ट/एफ.डी.आर./बी.जी. के रूप में ICAR Unit CISH Lucknow के पक्ष में बनवाकर संलग्न कर भेजने की कृपा करें ताकि अग्रिम कार्रवाई की जा सके। समस्त प्रकार के अधिकार जैसे—आपेक्षित मात्रा घटाने/बढ़ाने, टेन्डर इनक्वारी आंशिक/पूर्ण रूप से स्वीकार/अस्वीकार करने आदि के सभी अधिकार निदेशक महोदय के पास सुरक्षित रहेंगे तथा अन्य शर्तें टेन्डर इनक्वारी में निहित हैं।

संलग्नक उपरोक्तानुसार— Annexure-I & II

भवदीय

सहा. प्रशा. अधिकारी

प्रतिलिपि सूचनार्थ हेतु आवश्यक कार्रवाई हेतु:—

1. प्रभारी एरिस/कम्प्यूटर, सेल के.उ.बा. संस्थान, लखनऊ से अनुरोध है कि टेन्डर इनक्वारी संस्थान की वेबसाइट पर अपलोड करने की कृपा करें।
2. नोडल अधिकारी, सी.पी.पी. पोर्टल, के.उ.बा. संस्थान, लखनऊ से अनुरोध है कि टेन्डर इनक्वारी सी.पी.पी. पोर्टल पर अपलोड करने की कृपा करें।
3. नोटिस बोर्ड, के.उ.बा. संस्थान, लखनऊ।

**STANDARD BIDDING DOCUMENTS**

विषय:— 150000 अमरूद की बीजू पौध, एक वर्ष पुरानी वेज ग्राफिटिंग योग्य, लिमिटेड टेन्डर इनक्वारी के तहत क्रय करने के संदर्भ में।

We have a requirement of the goods as indicated below, Limited Postal Quotation/Tender for which will be opened at **11.00 A.M. on 30.08.2017** (date) and you are invited to submit your most competitive quotation for the same. All the relevant details are given Annexure-II and last date of receiving the limited postal quotation is **30.08.2017 upto 10:00 A.M..**

- i) Description of the goods require and the required quantity:
- ii) Terms of delivery : Delivery at site, viz. **ICAR-Central Institute for Subtropical Horticulture, Rehmankhara, Kakori Lucknow-226101.**
- iii) Delivery period for goods : within 45 days from the date of the purchaser signing the contract.
- iv) Terms of Inspection-By the purchaser representative/Indenter:
- v) **Price structure:**
- a) The Limited Tenderer shall quote for the complete requirement of goods and services and for the full quantity as shown against a serial number in the List of Requirement in Annexure -II. Unless otherwise specified in Annexure-II, the tenderers are, however, free not to quote against all the serial numbers mentioned in the List of Requirements (in case there are more than one serial number in the List of Requirements)
- b) The rates and prices quoted shall be in Indian Rupees only.
- c) All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately.
- d) The rates and price quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

**Receipt of goods & Terms of payment:**

- e) Payment terms for supply of goods, including erection/installation and commissioning (as and if applicable):-
  - Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. If the goods supplied do not require erection/installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt, will issue acceptance certificate (of the goods) to the supplier, provided the goods supplied are acceptable in terms of the contract. However, if the goods supplied also need erection / installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection / installation and commissioning. The supplier will then send its invoice along with the purchaser's certificate and other accompanying documents to the paying authority for payment. The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order.
- (f) Payment for training of purchaser's operator(s), if applicable.
  - After release of payment to the supplier as per sub-para (a) above and after successful completion of training of the operator(s) in terms of the contract, the purchaser will immediately issue a certificate to this effect to the supplier. The supplier will thereafter send its invoice for training charges, along with the above certificate to the paying authority. The paying authority will release the payment to the supplier in terms of the contract within seven working days of receipt of supplier's invoice provided the invoice and the accompanying documents are in order.

**Paying Authority : Director, ICAR-CISH, Lucknow**  
**Liquidated Damage Clause :-**

If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier's communication, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract. If the supplier fails to deliver the goods and / or performs the service within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damage, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will however be 10% (Ten percent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and /or performance, the supplier shall not be entitled to any increase in price and cost, whatsoever, on any ground. However, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground, whatsoever, of the goods & services, supplied during the period of delay.

The purchaser's letter (to the supplier, with copies endorsed to others concerned) extending the delivery period will be subject to the above conditions.

xi) **Dispute Resolution Mechanism**

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

2. **You are also required to fulfill the following conditions and furnish the details as indicated in subsequent paragraphs.**

- a) Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).
- b) Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnish relevant details.
- c) A supplier shall not submit more than one quotation for the same set of goods.
- d) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
- e) The quotations(s) as well as the contract shall be written in English language. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange, shall also be written in English.  
The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.
- f) The contract shall be governed by the laws of India and interpreted in accordance with such laws.
- g) The limited tender/offer shall remain valid for acceptance for a period not less than 120 days after the specified date of opening of the offer.

3. The quotation shall be sealed in an envelope. The envelope shall be addressed to the DIRECTOR, ICAR- CISH,LUCKNOW and it should also bear the tender enquiry no. and the words+DO NOT OPEN BEFORE **30.08.2017, 11.00 a.m.** (\* The time and date of opening of the tender). This envelopes should then be put inside another envelope, which will also be duly sealed. The outer envelope will bear the full

address of the purchaser. The supplier must ensure that its tender (i.e. quotation), duly sealed as above, reaches the purchaser at least one hour before the time and date of opening of tenders.

The supplier may, at its choice send the tender by regd. Post or by speed post. Alternatively, the supplier may also hand delivery the tender to the purchaser in which case the purchaser shall give the supplier a receipt, indicating the time & date of receipt of tender. limited tender SHOULD BE SUBMITTED IN SEALED COVER AND ADDRESS TO DIRECTOR, ICAR-CENTRAL INSITUTE FOR SUBTROPICAL HORTICULTURE, REHMANKHERA, P.O. KAKORI, LUCKNOW . 226 101.

4. The limited tender which are received late by the purchaser will be ignored. Further, the purchaser does not accept any liability and responsibility for the limited postal quotation/tender in case the same are not properly sealed & marked and / or sent as above.
5. The quotation, which are received in time (as per para 3 above), will be opened at purchaser's office at **11.00 a.m** hours on **30.08.2017** (date). The purchaser will open the tender in the presence of the tenderer's duly authorized representatives who choose to attend the tender opening.
6. The purchaser will evaluate and compare the limited tender which are substantially responsive i.e. which are properly prepared & signed and meet the required terms, conditions, specification etc. The purchaser will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.
7. Notwithstanding the above, the purchaser reserves the right to accept to reject any quotation or annual the tendering process and reject all quotations at any time prior to award of the contract without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.
8. Please submit your limited tender accordingly. You shall sign all pages of your limited tender. Your priced quotation may be furnished in the format. You are also required to return this original tender enquiry (all the Pages), as it is, duly signed by you on every page for our record with rubber stamp of the firm. You may retain a photocopy of this limited tender enquiry for your record. If any dispute the jurisdiction will be Lucknow.
9. Purchaser- Director, ICAR-Central Institute for Subtropical Horticulture, Rehmankhera, Lucknow reserves the rights to accept or reject any tender/quotation or all the tenders/quotations without assigning any reason.
10. Documents required to be attached.
  1. Firms Registration Number.
  2. PAN Number.
  3. Goods & Services Tax Registration Number.
  4. Detailed of the quoted Items.
  5. E.M.D. Rs.15000/- (Rupees Fifteen thousand only) may be enclosed in the form of D.D./F.D.R./B.G. in favor of ICAR Unit CISH, Lucknow.

Assistant Administrative Officer  
For Director, CISH, Lucknow  
Telephone No. 0522-  
2841023,2841173  
Fax No. 0522-2841025

