

STANDARD BIDDING DOCUMENTS

Central Institute For Subtropical Horticulture Rehmankhhera, P.O.-Kakori, Lucknow- 226 101.

F. No. 39-3/2016-17 -SP-

Dated - 05 -2016

Speed Post

To,

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Dear Sir,

We have a requirement of the goods as indicated below, limited tender for which will be opened at 11.00 hrs on **24-06-2016** (date) and you are invited to submit your most competitive limited tenderer for the same. All the relevant details are given below and last date of receiving the limited tender is **23-06-2016**.

- i) Description of the goods require and the required quantity: As enclosed in Annexure ó I
- ii) Guiding specification and other technical details : As enclosed in Annexure - 2
- iii) Terms of delivery : delivery at site, viz. Central Institute for Subtropical Horticulture, Rehmankhhera, P. O. Kakori, Lucknow.
- iv) Delivery period for goods : within 10 days/ months from the date of the purchaserø signing the contract.
- v) Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within **Seven** days of delivery of goods at site.
- vi) Terms of Inspection-By the purchaserø representative:
Asstt. Administrative Officer,
Central Institute for Subtropical Horticulture,
Rehmankhhera, P.O.-Kakori, Lucknow- 226 101.

vii) Training of purchaserø operator(s) for operating the goods ordered, as and if necessary operator(s) is/are to be trained for a period of One Weeks at purchaserø premises/supplierø premises for successfully operating the goods purchased. The training shall be completed by fifteen working days.

viii) 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 - I. Unless otherwise specified in Annexure - I, 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.

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

- a) 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.

- b) 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.

x) **Paying Authority : Director, CISH, Lucknow**

xi) **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.

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

xii) **Warranty Clause : ONE YEAR OR MORE**

xiii) **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 indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details. Further in case the quoter is quoting foreign equipment/ materials it is compulsory for Indian agent who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the DGS&D.**
- c) Please state whether business dealings with you presently stand banned by any Government organization and, if so, furnish relevant details.
- d) A supplier shall not submit more than one quotation for the same set of goods.
- e) 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.
- f) 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.
- g) The contract shall be governed by the laws of India and interpreted in accordance with such laws.
- h) **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, CISH, LUCKNOW and it should also bear the tender enquiry no. and the words **DO NOT OPEN BEFORE 24-06-2016, 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 ADDERESS TO DIRECTOR, 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 tender in case the same are not properly sealed & marked and / or sent as above.
5. The quotation, which are received on time (as per para 3 above), will be opened at purchaser's office at **11.00a.m** hours on **24-06-2016**.(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 annul 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 enclosed as Annexure - 3. 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. You may retain a photocopy of this limited tender enquiry for your record.
9. Purchaser - Director, Central Institute for Subtropical Horticulture, Rehmankhara, Lucknow.

Encl: Annexure I, 2 &3

Asstt. Administrative Officer
For Director, CISH, Lucknow

ANNEXURE - 1

LIST OF REQUIREMENTS

Sl. No.	Description of goods allied services	Accounting Unit	Quantity
1.	Water Cooler	No.	06

Special instruction (if any).....

SPECIFICATION & OTHER TECHNICAL DETAILS
OF THE ITEMS AND SERVICES (SHOWN IN ANNEXURE - 1)

Water Cooler

- Six Nos.

SPECIFICATIONS

S.S. Body 40 Liters storage capacity

FORMAT FOR PRICE QUOTATION

Serial No.	Description of Goods & Services	Specifications	Accounting Unit	Qty.	Quoted Unit Price in Rs.		Total amount in Rs.
					In Figures	In words	

Grand Total Cost Rsí í í í í í í í í í í í í í í

We agree to supply the above goods & allied services. We confirm that same will meet the description, specification and technical details as required in the tender enquiry.

We confirm that we agree to all other terms & conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

We have furnished all the information, as required in the tender enquiry and attached the relevant documents.

(In case a tenderer desires to put same additional / modified stipulation, terms & conditions etc. the same may be clearly indicated)

We confirm that our offer will remain valid for acceptance for 120 days after the date of opening of tenders.

.....
(Signature, Name and designation of the authorized executive of the tendering firm)

For and on behalf ofí í í í í í í í í í
(Name and address of the tendering firm)

.....
(Seal of the tendering firm)

Date :
Place :