



## ICAR-National Bureau of Agriculturally Important Microorganisms

Indian Council of Agricultural Research  
Kusmaur, Maunath Bhanjan 275103

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TenderEnquiryNo. 8/16/NBAIM/Cable Procurement/15-16/

Dated: 13.08.2015

To,

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.....

### Sub: Purchase of Gas Cylinders and Regulators

Dear Sir,

The Bureau has requirement of above said items for which you are invited to submit your most competitive quotation in the attached format. The envelope containing the quotations should be super scribed as "**LIMITED TENDER FOR Gas Cylinders and Regulators**". Tender should reach the **Director, National Bureau of Agriculturally Important Microorgnisms, Kushmaur, Maunath Bhanjan (U.P.) 275103** ON **07.09.2015 upto 10.00AM**. Tenders will be opened at **11.00 AM on 07.09.2015**. A DD/Banker's cheque as Earnest Money Rs. 10,000/- in favour of "**Director, ICAR Unit NBAIM, Mau payable at SBI, Mau Nath Bhanjan, Branch code (01671)**" is to be enclosed along with the quotation. No quotation shall be considered without the earnest money deposit (EMD). All the relevant details are given below:

- I. Description of the Goods required : (As enclosed in Annexure-I)
- II. Format of price quotation : (As enclosed in Annexure-II)
- III. Delivery at site : FOR NBAIM, MAU
- IV. Delivery period for goods : Within 30 days from the date of issuing supply order
- V. Erection/installation and commissioning (if required, depending on the goods ordered) are to be completed within 07 (seven) days of delivery of the goods at site.
- VI. Terms of Inspection by the purchaser's representative: **Indenting Officer**
- VII. Training of Purchaser's operator(s) for operating the goods ordered, as and if necessary NBAIM operator (s) for operating the goods ordered, as and if necessary NBAIM operator(s) is/are to be trained for a period of 02 days/weeks at purchaser's premises/supplier's premises for successfully operating the goods purchased. The training shall be completed within 07 days of installation.

#### viii. **Price structure:**

- a. The tenderer shall quote for the complete requirement of goods & services, and for the full quantity as shown against serial number in the list of requirements 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. Specifications quoted by the firm may be attached with literature, leaflet/broacher of the goods with the tender documents, where necessary.**

- c. All duties, taxes and levies payable by the supplier under the procurement/contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately. However, VAT/S.T., as legally and contractually leviable, will be quoted separately by indicating the nature and the current rate of VAT/Sales Tax, as applicable at the time of quoting. The sales tax will be paid extra at actual at the time of supply provided the transaction of sale is legally liable to sales tax and the amount of the sales tax is contractually payable. If the supplier in its quotation does not ask for sales tax extra, the same shall not be paid even if asks for the same at the later date.
- d. The rates and prices 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. However, sales tax will be paid extra as per provision under Clause viii (c) above.

**(ix) Receipt of goods and 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 two 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 acceptance 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 fifteen working days of receipt of supplier's invoice, purchaser's receipt certificate and other accompanying documents, provided the same are in order.

**(x) Paying Authority: Director, NBAIM, Mau**

**(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 perform the services 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 damages, a sum equivalent to 0.5% (half per cent) 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 per cent) of the

contract price of the delayed goods or services, after which the order will be treated, cancelled. The liquidated damage will also include damage due to delay in supply, installation and training

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 other concerned) extending the delivery period will be subject to the above conditions.

**(xii) Warranty Clause: Manufacturer's standard warranty clause is acceptable.**

**(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 fulfil the following conditions and furnish the details as indicated in subsequent paragraphs.
  - a. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods and services as specified in the List of Requirements, without any change in the unit price or other terms and conditions.
  - b. Please states whether business dealings with your firm presently stand banned by any Government organization and, if so, furnish relevant details.
  - e. A supplier shall not submit more than one quotation for the same set of goods. No pooling should be done in association with any other supplier.
  - f. The supplier shall at all times identify 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.
  - g. Correction or over-writing in the tender document is not permissible. The quotation(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.

- h. The contract shall be governed by the laws of India and interpreted in accordance with such laws.
- i. The quotation/offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.
- j. A DD/Banker's cheque as **Earnest Money Rs. 10,000/-** in favour of "**Director, ICAR Unit NBAIM, Mau payable at SBI, Maunath Bhanjan, Branch code (01671)**" is to be enclosed along with the quotation. No quotation shall be considered without the earnest money deposit (EMD).
- k. In case, the successful bidder shows inability at any stage, after the contract is finalised and awarded for whatsoever reason(s), to honour the contract, the EMD/Performance Security deposited would be forfeited.

1. PAN No./ TIN No. and other details should be provided in Annexure-III.
2. The quotation shall be sealed in an envelope. The envelope shall be addressed to the DIRECTOR, NBAIM, Mau Nath Bhanjan 275103 and it should also bear the "Tender enquiry no. and the words **"DO NOT OPEN BEFORE 11:00AM ON 07.09.2015**(The time and date of opening of the tenders)". This envelope 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 on 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 the tender.
3. The tenders, which are received late or other than whom we sent the tender enquiry by the purchaser will be ignored. Further, the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.
4. The tenders, which are received on time), will be opened at NBAIM Office, Mau at **11:00AM ON 07.09.2015**. The purchaser will open the tenders in the presence of the tender's duly authorized representatives if any, who choose to attend the tender opening.
5. The purchaser will evaluate and compare the quotations which are substantially responsive i.e. which are properly prepared and signed and meet the required terms, conditions, specifications etc. The purchaser will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated deal.
6. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annual the tendering process and reject all quotations at any time prior to or after the award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenders.
7. Please submit your quotation accordingly. **You shall sign all the pages of your quotation**. Your price quotation may be furnished in the format enclosed as Annexure-III. 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 tender enquiry for your records.

**Encl: Annexure-I,II,III**

**D.P Singh**

**(Administrative Officer)**

**Note:** Kindly furnish the information annexed in Annexure I,II,III as attached along with quotation.

**Annexure-I****LIST OF REQUIREMENTS**

Sl.	Brief Description of the Goods	Technical Specifications	Quantity Required	Place of Delivery
1.	Nitrogen Gas Cylinder with gas	Gas Cylinder should be as per the Indian Standard (IS) specification and the gas filled should be of extra-pure grade above 99% purity	One	NBAIM Mau
2.	Hydrogen Gas Cylinder with gas	Gas Cylinder should be as per the Indian Standard (IS) specification and the gas filled should be of extra-pure grade above 99% purity	One	NBAIM Mau
3.	Zero Air Gas Cylinder with gas	Gas Cylinder should be as per the Indian Standard (IS) specification and the gas filled should be of extra-pure grade above 99% purity	One	NBAIM Mau
4.	Nitrogen Gas Regulator Double stage, Grade I	Regulator should be as per the Indian Standard (IS) specification	Two	NBAIM Mau
5.	Hydrogen Gas Regulator Double stage, Grade I	Regulator should be as per the Indian Standard (IS) specification	Two	NBAIM Mau
6.	Zero Air Gas Regulator Double stage, Grade I	Regulator should be as per the Indian Standard (IS) specification	Two	NBAIM Mau
<p>1. Gas Cylinders and Regulators should be as per the Indian Standard (IS) specification and the gas filled should be of extra-pure grade above 99% purity</p> <p>2. Please specify the Make/Model for every item and also attach relevant document/literature (if available) illustrating detail specification of the product.</p>				

The envelope shall be addressed to the DIRECTOR, National Bureau of Agriculturally Important Microorganisms, Mau Nath Bhanjan 275103 and it should also bear the “Tender enquiry no. and the words **“Do not open before 11:00AM ON 07.09.2015** (The time and date of opening of the tenders)”.

Special instruction (if any) -----

**Annexure-II****FORMAT OF PRICE QUOTATION**

Sr.	Goods	Make/Model/ Company	Unit Price	TAXES			Total amount (Rs.)
				VAT	ST	Other charge if any	
1.	Nitrogen Gas Cylinder with gas						
2.	Hydrogen Gas Cylinder with gas						
3.	Zero Air Gas Cylinder with gas						
4.	Nitrogen Gas Regulator Double stage, Grade I						
5.	Hydrogen Gas Regulator Double stage, Grade I						
6.	Zero Air Gas Regulator Double stage, Grade I						
Gas Cylinders and Regulators should be as per the Indian Standard (IS) specification and the gas filled should be of extra-pure grade above 99% purity.							

- “Details of applicable VAT/S.T. to be paid extra and the current rate of the same.
- We agree to provide the services. We confirm that the same and attached the relevant documents.
- Must attached leaflet of quoted model without leaflet quotations are liable to cancel.
- We confirm that our offer will remain valid or acceptance for.....days after the date of opening of tenders. (not less than 30 days)

.....  
 (Signature, name and designation of the authorized executive of the tendering firm)  
 For and on behalf of.....

**Date:**

**(Name Seal and address of the tendering firm)**

**Annexure-III**

**Name of the Firm** : -----

**Registered/Postal Address** : -----  
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1.	<b>Phone number/Mobile number</b>	
2.	<b>E-mail Address</b>	
3.	<b>PAN No.</b>	
4.	<b>VAT/TIN no., if applicable</b>	
5.	<b>Bank Details :</b>  <b>Bank Name</b>  <b>Branch Address</b>  <b>Account no.</b>  <b>Type of account (Current/Savings)</b>	