

TENDER DOCUMENT

FOR

SUPPLY OF BATTERIES

ON

ANNUAL RATE CONTRACT BASIS

(Page No. 01-16)

NIT No.: 08(73)17-P Dt: 25.09.2017



INDIAN INSTITUTE OF INTEGRATIVE MEDICINE
(Formerly known as Regional Research Laboratory)
Canal Road, JAMMU-TAWI 180001 (INDIA)
Phone: 0191-2569000-25690101 Tele-fax: 0191- 2585032
Website: <http://www.iiim.res.in>

Notice Inviting Tender

NIT No. 8(73)/17-P

Date: 25.09.2017

Director, Indian Institute of Integrative Medicine, Jammu, hereby invites sealed Tenders for supply of various Batteries, a list of which is given in the schedule of Requirements, attached herewith on Annual Rate Contract basis.

NIT NO.	Items	Due date of submission of tender	Date/Time of opening of tender	EMD/BID Security (INR)
8(73)/17-P	Batteries Amron Raja, Exide, Sukam, Okaya, Panasonic, Microtek, Luminous & HBL	17.10.2017 at 3.00.PM	17.10.2017 at 3.30.PM	Rs 20000.00 (Rupees twenty thousand only)

The tenders shall be opened in presence of the bidders who choose to be present at the time of opening . In the event of opening date being declared a holiday, the tenders will be opened on the next official working day. Director IIIM, Jammu reserves the right to cancel the tender without assigning any reason.

The bids must be accompanied by an EMD (Bid security) of Rs. 20,000/- (Twenty thousand only) either in the form a Bank Guarantee or Demand Draft/Bankers' Cheque valid atleast for three months drawn in favour Director, Indian Institute of Integrative Medicine, Jammu, without which the bid will be rejected summarily.

Prospective vendors desirous of participating in this tender should accept all the terms and conditions as contained in the Tender Document and attach a copy of the same duly signed by an authorized signatory as a token of acceptance of the conditions. Deviations, if any, should be shown in the Deviation Form enclosed.

Stores & Purchase Officer

Detailed terms and conditions are as follows:--

INSTRUCTIONS AND GENERAL CONDITIONS:

1.The bids must be accompanied by an EMD (Bid security) of Rs. 20,000/- (Twenty thousand only) either in the form a Bank Guarantee or Demand Draft/Bankers' Cheque valid for atleast three months drawn in favour Director, Indian Institute of Integrative Medicine, Jammu, without which the bid will be rejected summarily.

1. The tenders should be unambiguous and terms and conditions should be specified clearly.
2. The Bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English preferably or in Hindi language.
3. The bids submitted by dealers on behalf of their manufacturers should be accompanied by letters of authorization with current validity.
4. The bid shall comprise the techno-commercial bid along with the price component indicating the unit prices for each and every item inclusive of all taxes FOR IIM, Jammu indicated in the Schedule of Requirements.
5. The prices quoted must be in Indian Rupees and net per unit as shown in the Schedule of Requirements and must include all charges for delivery at the Central Stores officer, Jammu.
- 7 The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in words and figures, the price in words will prevail.
8. Excise duty: IIM, Jammu, being a constituent of CSIR, is exempt from the payment of excise duty for R&D items only and necessary certificate can be issued accordingly for the items which are not duty free. IIM, Jammu, however, will not be responsible for payment of excise duty at a later stage in the event of excise Authorities turning down the Certificate. The bidders should verify and satisfy themselves before bidding regarding exemption applicable on any item and regarding treatment of the items as R&D and non-R&D.
9. Details of Permanent Account Number and latest income tax clearance certificate should be attached.
10. VAT/GST registration and copy of latest tax clearance certificate should be enclosed.

11. A list of other Govt Deptts and PSU's where the bidder has been supplying the material of similar type under Rate Contract or otherwise, along with satisfactory performance certificates should be attached. The list should contain the name of the Contact person, telephone No. etc.
12. Original manufacturers/authorized dealer, authorized commercial dealers/partners, who have the Authorized Dealership Certificate with current validity, only can participate in the tender.
13. Firms with unsound credentials and those blacklisted, need not participate in the tender.
14. Unsigned bids will be rejected summarily.
15. The successful bidder will be required to enter into a contract with the Council/IIM, Jammu, regarding the purchase, wherever necessary.
16. The vendors desirous of participating in this tender should accept all the terms and conditions as contained in the Tender Document and attach a copy of the same each page duly signed/stamped by an authorized signatory as a token of acceptance of the conditions. Deviations, if any, should be shown in the Deviation Form enclosed.

SPECIAL CONDITIONS:

1. The prices should be quoted in the Format given in SCHEDULE OF REQUIREMENTS on FOR, IIM, Jammu basis inclusive of all taxes, levies, entry tax, octroi, handling & forwarding, insurance, loading, unloading etc. However, the rate of GST (earlier excise duty and VAT) applicable and included in the prices should be mentioned separately.
2. Discount: Institutional discount offered should be mentioned clearly.
3. The lowest evaluated tender will be the one which is found responsive as per tender conditions and has quoted the lowest final prices in the highest number of items.
4. Fall clause: The prices quoted to this Institute should be the lowest. In the event of it being noticed that the same/similar goods are being sold or offered for sale to any other person or organization at lower prices, the Institute will buy the goods at lower prices offered to other organization.
5. The successful bidder, after award of the contract, will submit a Performance Security of Rs 20000/- (Rupees Twenty thousand only) within 21 days of award of contract, before the EMD is refunded. The Performance Security will be in the form of a Bank Guarantee for which the relevant form is enclosed.

6. The material shall be supplied as and when required and in quantity lots as ordered from time to time.
- 7 The manufacturing date of the material supplied should not be older than three months in any case.
8. The material supplied should be of original Company make and if at any time during the period of currency of the Rate Contract it is noticed that the material is spurious or not genuine, the Rate Contract will be liable to cancellation along with forfeiture of Performance Security and banning of the firm/Company for any future business or for a time period as decided by the Competent Authority.
9. Delivery should be given immediately upon receipt of Order or within 7-10 days, failing which the penalty will be imposed @ 0.5% per week subject to a maximum of 5% in each case of delay in execution of the order, excepting the conditions of force majeure.
10. Frequent failure to execute orders in time will render the contractor to forfeiture of Performance Security and termination of Rate Contract along with banning of the firm for any future business or for a limited period as decided by the Competent Authority.
11. The Rate Contract can be terminated by either party by serving a minimum one month's notice.
12. Any breach of the Rate Contract terms and conditions will be liable to termination of contract along with forfeiture of Performance Security and any other action as deemed fit under law. The conditions of force majeure will, however, be considered.
13. Any dispute arising out of the contract will be subject to jurisdiction of Jammu courts only.
14. Director, IIM, Jammu, reserves the right to accept or reject the tender, in part or full, without assigning any reason.
15. Complete address of the firm/Company, with telephone number, Fax number, e- mail and name of the Contact person should be mentioned prominently on the covering letter to be issued on the Firm/Company letterhead pad.

OTHER DETAILS:

Validity of Rates

The prices once accepted by IIM, Jammu shall remain valid till the successful execution of the contract and till supplies are fully effected and accepted all 12th months from the

date of acceptance of tender whichever is later. The Director IIM, Jammu shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Govt. Levy/Duties during the period of execution of order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.

Prices quoted by the bidder shall be valid during the Bidder's performance of the contract. Upward change in the prices *will* not be accepted. In case of downward variation during the currency of contract, the benefit must be allowed to IIM, Jammu.

EMD / Security Deposit

The Bidder shall furnish, a bid security as indicated in invitation for bids. The bid security is required to protect the purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

The bid security shall be in Indian Rupees and shall be in one of the following forms:

- a) A bank guarantee issued by a nationalized / scheduled bank located in India in the form provided in the bidding documents and valid for two years, or
- b) A demand draft in favour of Director IIM Canal Road Jammu payable at Jammu.

Any bid not secured by bid security will be rejected by the purchaser as non-responsive.

The successful Bidder's bid security will be discharged after the award of contract and submission of Performance Security. The bid security of the unsuccessful bidders would be discharged after notification of award to the successful bidder.

The bid security shall be forfeited:

If a bidder withdraws his bid during the period of validity specified by the Bidder on the Bid Form; or in case of a successful bidder, if the bidder fails to supply goods in time.

Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser, A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify the bid.

Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

Submission of Bids

The envelope containing the bid along with EMD, shall be addressed to The Director IIIM Canal Road , Jammu 180001 and shall indicate tender number and due date.

The inner envelope shall indicate the name and address of the bidder, tender number due date and contents i.e. Bid along with EMD.

If the outer envelope is not sealed and marked as required, the purchaser will assume no responsibility for the bid's misplacement or premature opening.

Deadline for submission of Bids

Bids must be received by the purchaser at the address of Director, Indian Institute of Integrative Medicine (formerly: RRL), Canal Road, Jammu 180001 on or before 17.10.2017 at 3.00 PM and same will be opened on 17.10.2017 at 3.30 PM in the presence of bidder's representatives, who choose to attend opening of bids at IIIM Jammu. In the event of the specified date for the submission of Bids being declared a holiday for the purchaser, the Bids will be received up to the appointed time on the next working day.

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, will be rejected and returned unopened to the Bidder.

The conditional bids will not be considered.

The Director IIIM Jammu reserves the right to accept or reject any bid, and to the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the purchasers action.

Award and Notification of Contract

The IIIM Jammu will award the Contract to the successful Bidder whose bid is determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

The IIIM Jammu will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter that its bid has been accepted. The notification of Award will constitute the formation of the Contract.

Delivery and Documents

Delivery of the goods shall be made by the supplier within 7-10 days from the placement of purchase order in pursuance of notification of award for standard off the shelf items, The offer of firms quoting for a longer delivery period may not be considered,

The delivery of Stores shall be effected at the premises of the IIM Jammu free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded,

Warranty

The Batteries to be supplied will be governed by manufacturers standard warranty clause,

In the event of any defect in the Battery the replacement is to be made within a week by the supplier upon receipt of our verbal / written notice,

Payment

While almost efforts will be made to make payment within reasonable time frame of two weeks, however it will not exceed 30 days period after the receipt of material except in exceptional circumstances when the payment shall be made within 30 days from the date of receipt of invoice,

The supplier's request(s) for payment shall made to the purchaser in writing, accompanied by an Pre receipted Tax/Retail invoice describing, the goods delivered and the services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.

Most Important

Payment shall be made in Indian Rupees by way of crossed account payee cheque/Demand Draft/Money Transfer/RTGS/e-transfer etc. The bidders should provide their Bank Details/ Account Number etc, for payment by e-transfer mode,

No advance payment will be made,

JURISDICTION

All questions, disputes or difference arising under and out of, or in connection with the contract, if concluded, shall be preferred to the sole arbitration by an arbitrator under the provisions of Indian Arbitration Act.

Stores & Purchase Officer

Bid Form

(On the Letter head of the Firm submitting the bid document)

To

Director;
Indian Institute of Integrative Medicine
Canal Road Jammu- 180001

Ref: Tender NoDated

Sir,

Having examined the bidding documents we, the undersigned, hereby submit the bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake that in the event of acceptance Of our bid, the supply of Goods/services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services as per tender conditions.

The prices quoted are inclusive of all charges net F.O.R Central Stores, IIM, Jammu

We enclose herewith the complete Bid as required by you. This includes:

Price Schedule as per schedule of requirement.

Statement of deviations from financial terms and conditions (if any).

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

Certified that the bidder is :

A sole proprietorship firm and then the person signing the bid document is the sole / proprietor/ constituted attorney of sole proprietor.

A partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement by virtue of general power of attorney

,

Or,

A company and the person signing the bid document is the constituted attorney,

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us

Date this _____ day of _____ 2017

Signature of Bidder

Details of enclosures

Full Address:
Telephone No,
Fax No.
E-mail:

Company Seal

Bid Security Form

Whereas I (hereinafter called " the bidder") has submitted its bid dated
..... (date of submission of bid) for the supply of (name and
lot description of the goods)
(hereinafter called " the Bid' ') .

Know All People by these presents that WE(name of
bank) of(name of country), having our registered office at
(address of bank) (Hereinafter called " the bank"), are bound unto (name of Purchaser)
(Hereinafter called " the Purchaser") in the sum of _____ for which payment well and truly
to be made to the said Purchaser, the bank binds itself, its successors, and assigns by these presents.
Sealed with the common Seal of the said Bank this _____ day of ____ 20_

THE CONDITIONS of this obligations are :

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by its due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the bank not later than the above date.

(Authorized signatory of the Bank)

Name of Bidder

SECHEDULE OF REQUIREMENTS

A List of the Batteries of different rating is given below. The rates should be quoted against each item in Figures and Words.

The rates should be quoted only for Brands/Makes: Amron, Exide, SuKam, Okaya and HBL. No other brand will be accepted.

LIST OF BATTERIES WITH RATING/ Amron Raja, Exide, Sukam, Okaya, Panasonic, Microtek, Luminous & HBL

S.No.	Battery with rating	Make Quoted	Price Quoted Figures Words	Cost of old Battery in case returned	Final Price Figures Words
1.	12V 65AH				
2.	12V 46AH				
3.	12V 26AH				
4.	12V 18AH				
5.	12V 7AH				

Warranty offered is not less than 02 Years.

Certified that rates quoted are inclusive of all taxes/charges, F.O.R. IIM, Jammu

Signature with Seal

PERFORMANCE SECURITY FORM
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

WHEREAS(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no ... dated to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

"We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of,
20

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Contract form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the _____ day of _____ year.
BETWEEN (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-1 10001 , India represented by [*insert complete name and address of Purchaser*] (hereinafter called "the Purchaser"), and (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: count try of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier").\WHEREAS the Purchaser invited bids for certain Goods and ancillary services,viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of (*insert Contract Price in words and figures. expressed in the Contract currency(ies)*) j (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (c) The Supplier's Bid and original Price Schedules
 - (O The Purchaser's Notification of Award
 - (g) [*Add here any other downing(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above. For and on behalf of the Council of Scientific

Signed: *[insert signature]* in the capacity of *[insert title or other appropriate designation]*
]

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]* in the capacity of *[insert title or other appropriate designation]*
]

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representatives) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the tender specifications:

Clause	Deviation	Remarks (including justification)

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

NOTE:

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

