



IGIB
INSTITUTE OF GENOMICS
& INTEGRATIVE BIOLOGY
Genomics Knowledge Partner

**Tender Document
For
Rate Contract Of Scientific grade/High purity Grade**

**CSIR-INSTITUTE OF GENOMICS &
INTEGRATIVE BIOLOGY
DELHI UNIVERSITY CAMPUS, NEAR JUBLEE
HALL,
MALL ROAD, DELHI-110007, INDIA**

Contact Details:

Tel: 0091-011-27667765

0091-011-27662099

Email: Purchase@igib.res.in, spo@igib.res.in

Website: www.igib.res.in

TERMS AND CONDITIONS

1. Eligibility Criteria:-

- Valid Authorization Certificate of OEM may please be enclosed with the proposal, in case of Authorized Dealer/Distributor.
- Higher discount shall be the criteria for deciding the award of Rate Contract.
- Bidder should have executed at least 3 Purchase order valuing total Rs. 1 Lakh from a single R&D Organization (including CSIR-IGIB) during a financial year or RC period.
- Bidder should have minimum 2 Rate Contract with two different R&D Organization during financial year 2020-2021 and 2021-2022.

2. CONTRACT/AGREEMENT: After the receipt of the award letter bidder have to submit Rs.100/- non-judicial stamp paper duly notarized for Contract/Agreement as part of commitment to fulfill the contractual obligations within 21 days from the date of the award of Purchase Order/contract . The specimen of contract/Agreement is attached at **Annexure – B.**

3. LIQUIDATED DAMAGES :- Being a Research and Development Organization, time is the essence of the Purchase Order, the date of delivery should be strictly adhered to Otherwise, the Director, CSIR-IGIB reserves the right not to accept delivery in part or full (unless allowed with prior permission) and also claim the liquidated damages 0.50% per week subject to maximum 10% of total value of the Purchase Order exclusive of taxes.

4. WARRANTY :- The bidder shall be fully responsible for the manufacturer's warranty in respect of good quality, original packing and purity/workmanship of all the goods covered in the rate contract. In case the item found to be defective at the time of use, the bidder will provide us free replacement or will refund us the charged amount for the said item. Failing which the Rate Contract will be terminated and in future no enquiry will be sent to this firm.

5. DISCOUNT :- Clear cut percentage of discount may please be offered under Rate Contract along with the certificate that their firm has not offered higher discount to any other department/organization. If any discrepancies/deviations found in the statement then the additional amount of discount may be pass to CSIR-IGIB without any argument. Otherwise, CSIR-IGIB is free to stop the business from their firm and also free to blacklist their firm.

6. TAXES :- Chargeable percentage of all type of taxes may be clearly shown separately from the basic cost. Failing which, it will be presumed that no taxes are involved and quotation will be considered in these cases "**INCLUSIVE OF ALL TAXES**" and CSIR-IGIB is not liable to pay any taxes.

7. PRICES:- The prices should be free delivery at CSIR-IGIB, Mall Road or CSIR-IGIB, South Campus (as per condition of specific Purchase Order) inclusive of packing, forwarding. If ex-work/ go down prices are quoted, the packing, forwarding, documentation, freight, insurance, etc. must be specifically separately mentioned in the quotation.

8. Fall clause:- During the Rate Contract period, no upward charge in prices will be entertained after awarding the Contract. In case of reduction in the taxes as well as in the basic prices the bidder shall pass on the discounted prices to IGIB with advance intimation to Stores and Purchase officer, CSIR-IGIB. Failing which, CSIR-IGIB have all the rights to terminate the Rate Contract and debar the firm from the business of CSIR-IGIB for the future also.

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following the conditions of sale similar to those of the rate contract price to IGIB, to any person or organization lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract prices will be automatically reduced with effect from the date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

9. Renewal/Extension of Rate Contract :- It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, are to be left out. Period of such extension should generally not be more

than three months. Also, while extending the existing rate contracts, it shall be ensured that the price trend is not lower.

10. **GENERAL INSTRUCTIONS TO THE BIDDERS:-**

- a) Mention the percentage of discount in the quotation both in figures and words. If any discrepancies found in figure and word, the amount in words shall prevail unless the amount expressed in words is related to any arithmetic error.
- b) Director, CSIR-IGIB have all the rights for acceptance/rejections of the quotations in complete/partial manner or reject the any PO in complete/partial without assigning any reason.
- c) Samples, if called for, shall be submitted free of charge on the request of CSIR-IGIB.
- d) In case of any promotional offer that the company will bring out, the appropriate offer should be passed on to the SPO/Indenter on routine basis as soon as the offer is available.
- e) While submitting the proposal the bidder should mention the name of all the manufacturer/OEM/brand name for whom bid is being submitted indicating the category of item against each and also submit OEM's authorized valid certificate
- f) All disputes arising out of this shall be referred to the sole arbitrator appointed by Director General, CSIR, New Delhi. All suits shall be in the courts of New Delhi/Delhi jurisdiction only.
- h) All bidders will have to submit their "Manufacturer Authorization Certificate" (MAC) along with the bid.
- l) The supply of Scientific grade/High purity grade gases may **be awarded** to one or more **vendors** if competent authority feels that lowest bidder is unable to cater the requirement.
- j) Any bid received after the due date and time or delivered on the wrong place shall be rejected.
- k) Terms & conditions will be submitted duly signed by the bidder on each page.
- l) The period of the Rate Contract will be One Year and may be extended for 3 months subject to satisfactory services with the consent of supplier. Increase in above quoted prices shall not be allowed under any circumstances.
- m) The tender is open to all manufacturers/distributors of following gases as per **Annexure 'A'** Confirming to Scientific/High purity grade gases.
- n) **The requirement is mentioned in Annexure 'A'. The requirement is approx. and can be changed as per actual requirement** of the Institute.
- o) The approved contractor will have to make supplies in their own cylinders if required.
- p) The rates quoted of Scientific grade/High purity grade Gases are F.O.R. Institute including all the taxes/ excise duty and total collection and delivery charges of cylinders from the institute and vice-versa based on supplier own arrangement.
- q) The supplier/contractor shall make its own arrangement for loading/unloading and transporting the Scientific grade/High purity grade gases **cylinder to** IGIB Delhi at his own risk and cost.
- r) The supplier would make arrangement for adequate numbers of cylinders and shall be responsible for maintenance and repair of these cylinders.
- s) The entire responsibility of collecting empty gas cylinder from institute their transit filling and return shall be of the supplier. The supplier shall be solely responsible for all type of damages and losses etc. In respect of Institute Cylinders during his custody and will make good of all such losses and will supply the same in good condition to the institute **immediately** as per demand of the authority of the institute without further correspondence.
- t) Gas-purity certificate from respective company have to be provided by the vendor during delivery.

11. DELIVERY PERIOD

1. **Within 5 days**, In case of emergencies, demand will be placed on phone and supplies to the Institute will be **ensured with the** period of 24 hours.

2. Scientific grade/High purity grade gases shall be supplied to the institute as per schedule of requirements. Delivery shall be free of cost either at CSIR-IGIB, Central Store, Mall Road or Central Store, CSIR-IGIB, South Campus, Delhi-Mathura Road, New Delhi as may be indicated in the Purchase Order. Delivery shall be accepted between 10.00 AM to 4.30 PM from Monday to Friday (except Govt./CSIR declared holidays).

12. PAYMENTS

- a) Payment will be made within one month from the date of receipt of bills after approval of supply of gases.
- b) All payments are made by RTGS through the State Bank of India, Delhi University Branch, Delhi – 110007 after satisfactory receipt of goods at CSIR-IGIB against the pre-receipted bill in triplicate in favour of Director, CSIR-IGIB. All bidders are requested to kindly submit your bank details.
- c) Delay in payment of any bill shall not constitute any claim for stoppage for further supplies.
- d) No payment is permissible in advance.

13. SAFETY CLAUSE

- a) The supplier will follow all the safety rules and regulations in the handling and delivery of the cylinders and will also inform in writing to the institute and ensure compliance of the safety rules of the institute standards. The expenditure on the compliance of the safety rules in the institute campus will be borne by the institute.

14 QUALITY CONTROL

- a) The supplier will record a certificate on each bill of the supplies made under the contract to the context that "ALL THE CYLINDER SUPPLIED THEREUNDER HAVE BEEN FILLED AND SUPPLIED EXACTLY IN ACCORDANCE WITH THE SAFETY RULES".
- b) The supplier shall be further record a certificate on each bill with the context that "supplies of Analytical & Research Gases made through bill are fit for flow in equipment's in all respect and confirm to the prescribed industry standard.

- 15. Any conditional tender (different from this tender condition) will not be accepted.

Yours faithfully,


Stores & Purchase Officer

Anex. 'B'
Contract/Agreement

Contract No.

Date:

THIS CONTRACT AGREEMENT is made on the ----- day of -----, 20

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-110001, India represented by The Director, CSIR-IGIB, Mall Road, New Delhi, India, (hereinafter called "the Purchaser")

AND

(2) M/s., a company incorporated under the laws of (country of Supplier) and having its principal place of business at (address of Supplier)..... (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for **Supply of** and has accepted a Bid by the Supplier for the supply of those Goods and Services for a sum of.....(Contract price in words & figures).....**only** at **FOR CSIR-IGIB Central Stores (Mall Road or Mathura Road, New Delhi)** (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 No. **dated**
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications
 - (e) The Supplier's Bid and Original Price Schedules
 - (f) The Purchaser's Notification of Award i.e. P.O. **dated**
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.

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 & Industrial Research.

For CSIR-IGIB

For M/s.....

Stores & Purchase Officer

Authorised Signatory

Countersigned

For

Controller of Finance & Accounts

Authorized Signatory

Annexure "A"

Sr.No.	Item	Grade	Size of Cylinder
1.	Carbon Dioxide	Scientific grade (99.99%)	47 Liters Cylinder
2.	Nitrogen	High purity (99.999%)	47 Liters Cylinder
3.	Oxygen	High purity (99.999%)	47 Liters Cylinder
4.	Hydrogen	Scientific grade (99.99%)	47 Liters Cylinder
5.	Liquid Nitrogen	High purity (99.999%)	Cost per liter