



# CENTRE OF BIOMEDICAL RESEARCH

(Formerly Centre of Biomedical Magnetic Resonance)

An Autonomous Centre of Govt. of U.P.

Sanjay Gandhi Postgraduate Institute of Medical Sciences Campus, Raebareli Road, Lucknow – 226014, U.P. (INDIA)

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## TENDER NOTICE

Sealed offers are invited in one-bid system from the reputed manufacturers / dealers / service providers **having their registered / branch office in Lucknow** for "**Disposal/ Management of Waste Solvent**" as per tender conditions as stipulated in the tender documents. **The tenderers shall submit the required Tender Fee & EMD Online in favour of Director, CBMR**, as per the details given in tender documents. The receipt/proof of online submission of Tender Fee & EMD must be submitted in first part i.e. Technical Bid. **Tender documents duly filled in will be received by speed post / regd. post / courier only in the office of Centre of Biomedical Research (CBMR)**. For detailed information, you may please visit our website <http://www.cbmr.res.in>. The tender documents can be downloaded from above website to submit the sealed offers. Bids will be opened in the presence of authorized representative of the bidders on scheduled date and time. Director reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The institute will not be responsible for any postal delay.

**Director**

**Tender No.: CBMR/PUR/574/2019-20**

Sl. No.	Tender No.	Name Of Equipment	Qty.	Tender Fee (₹)	EMD (₹)	Last Date of Submission of Tender up to 05.00 p.m.	Date of Opening of Tech. Bid at 03:00 p.m.
1.	CBMR/PUR/574/2019-20	Disposal/Management of Waste Solvent	As Per Tender	1,180.00	10,000.00	02.08.2019	07.08.2019

**Tender No. CBMR / PUR / 574 / 2019-20**

**Tender Document for Disposal / Management of Waste Solvent**

Competitive bids are invited from the reputed manufacturers/dealers/service providers having their registered/branch offices in Lucknow for "Disposal/Management of Waste Solvent" in one-bid system.

**SCOPE OF WORK AND SERVICES**

- Disposable Chemical includes used solvents and laboratory chemicals that are no longer required.
- CBMR will provide the disposable chemical in plastic/metal container.
- Collection/transportation of toxic/hazardous/non-hazardous/chemicals from the place designated for this purpose.
- After collection of the disposable chemicals from designated place, the contractor will be liable to package, label, transport, treat and dispose the material in accordance with all applicable union/state/local laws and regulations.
- Contractor may recycle, use, distribute or sell the disposable chemicals or their component or any residue thereof after picking up the disposable chemical from CBMR .The onus is on the contractor to use/dispose the material in the ambit of existing State/Union rules.
- Safe transportation is the sole responsibility of the contractor. CBMR will not be liable for any mishappening whatsoever during the transportation or the disposal of chemicals.
- License/permission, if required for the disposal of chemicals from any authorities, will be the contractor's responsibility.
- Contractor should dispose of all types of waste organic solvent/mixture of organic solvents/waste aqueous solvent, etc; discarded from the various labs of the Centre.

**TERMS & CONDITIONS:**

**Submission of Tender**

The tender will be accepted by speed post / regd. post / courier only in the office of Centre of Biomedical Research (CBMR), SGPGI Campus, Raebareli Road, Lucknow-226014 (UP), under the sealed cover failing which the tender shall be disqualified.

**Period of Contract**

The agreement shall remain in force for period of two (02) years as per terms and conditions hereof. It can however be extended further with the mutual consent of both the parties.

**Contract Price**

Sl.	Item Name	Qty.	Amount (Rs.)	GST (If Any)
1	Collection of disposable solvent/chemicals	Per litre		
2	Collection of drum/container	Per drum/container		

### Tender Fee

The tenderers shall submit the required **tender fee (non refundable)** for ₹ 1,180.00 i.e. ₹ 1000.00 + ₹ 180.00 as GST @18% (One thousand only + One hundred eighty as GST@18%) **Online in favour of Director, CBMR**, as per the details given in EMD Clause (A). The receipt/proof of online submission must be attached with the tender document.

### Earnest Money Deposit (EMD)

(A) The Tender Fee & Earnest Money Deposit (**EMD Rs. 10,000/-**) will be submitted online as per following details and **receipt/proof of the same must be attached with tender document:**

- (a) Account Number- 30054847814
- (b) Name of Account – Director, CBMR
- (c) Name of Bank and Branch – State Bank of India, SGPGIMS Branch, Lucknow - 226014
- (d) IFSC Code- SBIN0007789

(B) For online refund of EMD, following details be provided by the bidders along with technical bid:

- (a) Tender number
- (b) Name of equipment
- (c) Amount of EMD
- (d) Name of Bank and Branch
- (e) IFSC Code
- (f) Name of account
- (g) Account number in which EMD amount is to be credited

(C) Earnest Money be paid as per details mentioned above.

- (a) Non-compliance of terms & conditions of the tender and/or supply order may amount forfeiture of EMD.
- (b) The EMD of unsuccessful bidder will be released immediately once the tender is finalized.
- (c) The EMD of successful bidder will be released after execution of supply order satisfactorily.
- (d) EMD will be refunded without any interest whenever it is returned.

### Security Deposit

The tenderer should furnish the Security Deposit of ₹ 20,000/- (Rupees Twenty thousand only) **Online in favour of Director, CBMR**, as per the details given above in EMD Clause (A) and **receipt/proof of the same must be submitted in CBMR office** and this will be released after the successful **completion of CMC period i.e. 02 years. The security deposit submitted will be valid for a period of 02 years.** In case of extension of CMC after 02 years, the security deposit of ₹ 20,000/- will again be submitted by the firm.

### Payment

After Weighing of disposable chemical, contractor will have to pay the total payable amount in Indian currency (INR) to CBMR through **Online in favour of Director, CBMR**, as per the details given above in EMD Clause (A) and receipt/proof of the same must be submitted in CBMR office.

## Insurance

Safe transportation is the contractor's responsibility. If he desires he can purchase the open insurance policy to cover the losses if any.

## Force Majeure

- Act of Govt. in their sovereign capacity, acts of God or public enemy fires floods, epidemics acts of war shall force majeure.
- Provided that the situation was beyond reasonable control and due to fault and negligence of contractor the time performance shall be extended by the Institute by a period not more than the duration of such events. However, the decision of the Director, CBMR Lucknow, will be final and binding on the contractor.

## Termination of Contract

In case you have submitted any false information to get the contract, your contract liable for rejection and no claim, will be entertained.

In the event of unsatisfactory services by the contractor the Director CBMR Lucknow, reserves the right to get the work done from outside agency at their risk and cost and also terminate the contract at any time without assigning any reason. In case of any dispute about the interpretation of any clause the decision of the Director, CBMR Lucknow, will be final and binding.

Either party may terminate the contract at any time, by giving 30 days written notice by registered post with acknowledgement due.

## Modification of contract

- No alteration or modification of the terms of this contract shall be made except by written amendment.
- If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties intention, All remaining provisions of this contract will remain in full force and effect.

## Applicable Law/ Jurisdiction

The contract shall be governed and construed according to laws in force in India. The contractor hereby submits to the jurisdiction of courts situated at Lucknow for the purpose of action and proceeding arising out of the contract. Subject to Lucknow Jurisdiction.

This contract shall be interpreted under the laws of India and especially the provision of Indian contract act and India arbitration and reconciliation act as AMENDED FROM TIME TO TIME. This contract is subject to the jurisdiction of the courts at Lucknow only.

## Arbitration

If at any time any question, dispute or difference, whatever shall arise between two parties (CBMR Lucknow on the one hand and contractor on the other hand) in relation to the terms of the agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators one to be nominated by each. A notice, that any question, dispute or difference exists shall be served by either party within 30 days of the beginning of such dispute failing which all right and claim shall be deemed to have been forfeited and absolutely barred. Before proceeding with such reference the arbitrators and umpire agreeing in their award, it shall be binding on both the

parties. The venue of arbitration shall be at CBMR i.e. Lucknow and all proceeding arising out of such arbitrations shall be initiated by the parties hereto at Lucknow alone.

The provisions of the Indian Arbitration and Reconciliation Act, 1996, and the rule framed there under and any statutory modification made thereof shall be deemed to apply and be incorporated relating to jobs assigned to the contractor under the agreement. Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at discretion of the arbitrators. In the event of their not agreeing to, the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same be borne and paid.

#### Confidentiality

All information and data made available to any party for the purpose of this shall be kept confidential and shall not be disclosed to third parties without the prior written consent of the other party except the purpose of performance of this contract.

#### Assignment and Sub Contracts

The contractor shall not assign in whole or part, its obligations to perform the contract, except with institute written consent.

In witness whereof, the parties have caused this contract to be signed in by their duly authorized representative.

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