

**OFFICE OF THE DIVISIONAL FOREST OFFICER
BARIPADA FOREST DIVISION
BARIPADA, DIST: - MAYURBHANJ**

Tel-06792-252613/252622, FAX-06792-255770, E-mail- dfobaripada.od@gmail.com

No. 132

Date: 11.07.2018

TENDER CALL NOTICE

Sealed tenders are hereby invited by the undersigned from Registered Firms/ Authorized dealers/ DGS & D Rate contract holders having required statutory clearance for supply of following items, so as to reach this office on or before 25.07.2018 by 5 PM **by Speed Post only.** The details regarding tender documents, specifications and terms and conditions can be downloaded from the standardised webportal of MAYURBHANJ district i.e. **www.mayurbhanj.nic.in.**

ITEM
Supply of 650 (Six Hundred and Fifty) Backpacks and 650 (Six Hundred and Fifty) stainless steel water bottles at Divisional Forest Office, Baripada as per Specification Mentioned in Tender Documents.

**DIVISIONAL FOREST OFFICER
BARIPADA FOREST DIVISION**

TENDER DOCUMENT

FOR

SUPPLY OF BACKPACKS AND

STAINLESS STEEL WATER

BOTTLES

JULY 2018

GOVERNMENT OF ODISHA
DEPARTMENT OF FOREST AND ENVIRONMENT
BARIPADA FOREST DIVISION
BARIPADA, MAYURBHANJ, ODISHA

Fax: 06792-255770
Tel.: 06792-252613/252622
Email:dfobaripada.od@gmail.com

NOTICE INVITING TENDER

Divisional Forest Officer, Baripada invites sealed offers in two bids from reputed Registered Firms/ Authorized Dealers/ DGS & D Rate contract holders etc. for the following

NAME OF THE WORK	TENDER FEE (Rs.)
Supply of 650 (Six hundred and fifty) Backpacks and 650 (Six hundred and fifty) stainless steel water bottles at Divisional Forest Office, Baripada as per Specification Mentioned in Annexure I	Rs. 500/-

Dates for offer of tender documents: 11.07.2018 to 25.07.2018

Last date & Time for submission of tender documents: 25.07.2018 upto 1700 Hrs.

Date, Time & Venue of Bid Opening: 25.07.2018 at 1730 Hrs at Divisional Forest Office, Baripada, Mayurbhanj.

Instructions to Tenderers:

1. For full details and terms and conditions etc., please see the enclosed annexures.
2. Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be in favour of D.F.O., Baripada drawn on State Bank of India, Baripada. The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee may be addressed to the D.F.O., Baripada as indicated above.
3. Interested tenderers may, download the tender documents from the standardised web portal of Mayurbhanj District www.mayurbhanj.nic.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
4. Tender Document must be submitted so as to reach this office on or before 25.07.2018 by 5 PM by **Speed Post** only. Tender Documents received after the due date/time will not be considered.
5. While sending sealed quotation/offer superscribe respective Tender Number and Due Date on the envelope.
6. Divisional Forest Office, Baripada is not responsible for any postal delays/loss of documents in transit.
7. D.F.O., Baripada reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
8. **All pages forming part of the tender documents should be duly signed, stamped and submitted to Divisional Forest Office, Baripada. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 11.07.2018

Sd/-
D.F.O., Baripada.

Submission of the Tender

The bid is required to be submitted in **two parts**. One part is the **Technical Bid** and the other part is the **Financial Bid**.

The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Technical bid and the other shall contain the Financial bid. The bidder shall seal the Technical Bid and the Financial Bid in two separate envelopes duly marked as “**Technical Bid**” and “**Financial Bid**” respectively. Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to “**The Divisional Forest Officer, O/o the Divisional Forest Officer, Baripada Forest Division, Baripada , Mayurbhanj, Odisha**”.

The documents to be submitted with ‘**Technical Bid**’ and ‘**Financial Bid**’ are as follows:

PART-I: ‘Technical Bid’

- a) Copy of PAN and GST Registration.
- b) Technical data sheet of the articles is to be provided.
- c) Authorization letter from the Company to supply the Backpacks and Stainless steel water bottles to Baripada Forest Division.
- d) Up to date tax clearance certificate as applicable
- e) Earnest Money Deposit (EMD) of Rs. 30,000.00 (Rupees thirty thousand only) in Crossed demand draft drawn on any Nationalized Bank in favour of D.F.O., Baripada, Mayurbhanj, payable at Baripada.
- f) Balance sheet & IT statements for last 03 years
- g) Declaration of Warranty of the item quoted
- h) Dully filled, Sealed and signed copy of Annexure-I
- i) Sealed and signed copy of Annexure-II (**Terms & Conditions of the tender**) as proof of the compliance of our terms and condition
- j) Any others related documents by the tenderer

All the above documents (from a to j) must be submitted as a part of Technical bid. If these documents are not submitted or submitted partially, the bid will be summarily rejected.

(All the above documents should be enclosed in one envelop which is to be sealed properly and marked as “**Technical Bid**” as stated earlier.)

PART-II: Financial Bid

The tenderer must mention the price as per Annexure III.

The financial bid should be sealed and signed mentioning the price in Indian Rupees both in number and words)

(This documents should be enclosed in one envelop which is to be sealed properly and marked as “**FINANCIAL BID**” as stated earlier.)

(Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to “**The Divisional Forest Officer, O/o the Divisional Forest Officer, Baripada Forest Division, Baripada , Mayurbhanj, Odisha**” as stated earlier)

ANNEXURE - I**The minimum specification of the Backpack and Stainless steel water bottles are as follows:**

<u>Indented Specification of Backpack</u>		Offered Specification Make/Model (MUST BE OF REPUTED BRAND ONLY)	Compliances Yes/No/Higher
COLOUR	Black		
CAPACITY	Volume: 30 L/Weight: 500 g / Size: H 55 cm, L 25 cm, D 25 cm.		
CARRYING COMFORT	Foam-filled back and straps. Thumb loops. Chest strap. Belt.		
VENTILATION	Simple back, no ventilation system.		
MULTIPLE COMPARTMENTS	Pockets: 1 outer, 1 bag top, 2 mesh side pockets.		
ABRASION RESISTANCE	10-year warranty.		
WEIGHT IMPACT	Capable of withstanding 12- 15 kgs.		
WARRANTY	10 Years		
<u>Indented Specification of Stainless Steel Water Bottles</u>		Offered Specification Make/Model (MUST BE OF REPUTED BRAND ONLY)	Compliances Yes/No/Higher
MAKE	Made of high quality stainless steel.		
QUALITIES	Odour free and unbreakable, leak proof and easy to pour		
SIZE	Convenient size so that it fits in the side pocket of trekking or office bag, car bottle holder etc		
MATERIAL/STEEL	Superior 18/8 rust proof steel		
COLOUR	Silver		
CAPACITY	900-1000 ml		

TENDER DETAILS

Terms & Conditions of the tender are as follows:

1. The tenderer must be well-authorized by the company for supplying their products. **They have to produce the authorization letter from the company for the quoted items. Tender can be offered for one item or both.**
2. The tenderer should send technical data sheet (issued from OEM) of each quoted item along with the quotation.
3. D.F.O., Baripada reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.
4. D.F.O., Baripada reserves the right to cancel the tendering/purchase process without assigning any reasons thereof.
5. The validity of the quotation shall be of minimum 6 month from the date of opening of tender.
6. Each page of the tender is required to be signed with initial and stamp by the person or persons submitting the tender in token of his/their having acquired himself/themselves with the conditions of tender as lay down. **Any tender with any of the documents missing or not so signed will be considered invalid and rejected.**
7. All alternations made while filling the tender must be attested by initials of the tenderer, Overwriting of figure is not permitted; failing to comply with either of these conditions will render the tender void. No change in the rate or conditions after the opening of the tender will be entertained.
8. The tenderer should submit a Earnest Money Deposit (EMD) of Rs. 30,000.00 (Rupees thirty thousand only) along with the technical bid in the following manner:
 - a. Crossed demand draft drawn on any Nationalized Bank in favour of DFO, Baripada, payable at Baripada.EMD shall be forfeited in the following events:
 - a. If the offer is withdrawn during the period of validity of the offer or any agreed extension.
 - b. If the offer is modified/alterd in a manner not accepted to Divisional Forest Office, Baripada.
 - c. If the tenderer backs-out
 - d. If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.
9. **The Tender which is not accompanied by the earnest money will not be considered.** No interest shall be paid by D.F.O., Baripada on EMD. The EMD of un-successful bidders shall

be returned within a reasonable time after the selection of successful bidders. The EMD of the successful bidder shall be returned after supplying the materials. The EMD amount will be the same irrespective of whether the tenderer wants to quote for one item or both.

10. Divisional Forest Office, Baripada will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and as per the requirement of Divisional Forest Office, Baripada. This would be decided by the PURCHASE COMMITTEE of this office.
11. **Divisional Forest Office, Baripada reserves the right to award the order to technically qualified party only based on reasoned evaluation. The Divisional Forest Officer, Baripada shall be under no obligation to accept the lowest (L1) or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted. Adequate reasoning will be used for finalization of the tender by the purchase committee of the Divisional Forest Office, Baripada. Articles of reputed brands will only be procured.**
12. Divisional Forest Office, Baripada reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
13. Suppliers shall be entirely responsible for all taxes, insurance, etc., applicable and incurred until delivery of the contracted Goods to Divisional Forest Office, Baripada.
14. The articles are to be supplied in sealed pack as it is coming from company. Backpacks supplied should also be engraved with the following **“CAPACITY BUILDING TRAINING, CAMPA APO 2016-17, BARIPDA FOREST CIRCLE”**. All the items supplied should be free from any manufacturing defect. Item with defects will not be accepted. All the articles will be checked at Divisional Forest Office, Baripada during delivery to Divisional Forest Office, Baripada. Faulty item will be sent back.
15. The item should be dispatched to Divisional Forest Office, Baripada in good condition by the tenderer. Divisional Forest Office, Baripada will not be responsible for any damage during transportation. Damaged material will not be accepted at any condition and will have to be taken back by the tenderer at its own cost.
16. The articles supplied against this order shall be warranted for a period of 12 (Twelve) months from the date delivery. Individual Warranty certificate to be given for each article.
17. SECURITY DEPOSIT: The successful tenderer will be required to remit Security Deposit for an amount equal to 10% of the total contractual value within a period of 7 days from the date of issue of the letter of intent or within the time limit prescribed by DFO, Baripada Forest Division. The period of security deposit will be one year from the date of submission or the period as to cover the warranty period of the articles whichever is later. Security Deposit will not bear any interest. Security Deposit shall be made by any of the following means: (1) By crossed DD issued by any Scheduled/Public Sector Bank drawn in favor of DFO, Baripada Forest Division and payable at Baripada (2) In the form of Bank Guarantee obtained from any Scheduled Bank/Nationalized bank and with a validity period of two months beyond completion of warranty to ensure performance till the last day of the warranty. The Performance Bank Guarantee shall be issued by a nationalized /Schedule Bank

on Rs.100/- non-judicial stamp paper. (3) In the form of TDR. Pledge of security deposit will be released after satisfactory execution of the purchase order i.e., after the completion of warranty period of the last item purchased.

18. The tenderer shall arrange insurance from warehouse to warehouse (i.e. up to Divisional Forest Office, Baripada) at their cost.
19. All the articles are to be supplied within 10(ten) days from the date of issue of purchase order.
20. Full payment will made to the tenderer within 30 days from the date of receipt/supply of the articles to Divisional Forest Office, Baripada.
21. The tenderer shall indemnify Divisional Forest Office, Baripada against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like Workman's compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1938, Industrial Dispute Act 1947, and Employees' State Insurance Act 1952 during the currency at the order or any other Act specifically not mentioned.
22. The tenderer shall also indemnify Divisional Forest Office, Baripada from claim for any injury/damage/death to any of their persons or third party during transportation, installation, testing etc. against the order.
23. Should a part or whole of systems covered by this order be delayed in delivery due to reasons of Force Majeure which shall include lock-outs, strikes, riots, civil commotions, fire accidents, acts of God and war stoppage of deliveries by Government; refusal of non-receipt of import license for import items, the delivery period referred in their order shall be extended by a period(s) not in excess of duration of such force majeure. Each party undertakes to advice the other as soon as it becomes aware of the circumstances of such force majeure, so that actions under the provisions of this order can be mutually reviewed and agreed upon between the tenderer and Divisional Forest Office, Baripada. If the force majeure condition extends over a period of two months both the parties of the order shall mutually discuss and arrive at an agreement for continuation or termination of the contract.
24. The order shall be governed by and interpreted and construed in accordance with laws of India. The Divisional Forest Office, Baripada shall not be responsible if the supplier infringes the laws or statutes in force during currency of this order.
25. Under normal circumstances, short-closing/termination of the Order is not foreseen. However, in case of continued non-performance of the Order resulting in inordinate delays in the delivery dates in spite of repeated written requests for meeting the delivery schedule, Divisional Forest Office, Baripada reserves the right to terminate wholly or partly the Order by giving a notice of not less than one month.
26. In case of major changes in the policies of the Government of Odisha as a result of which Divisional Forest Office, Baripada is compelled to curtail its requirements wholly or partly, Divisional Forest Office, Baripada and the tenderer shall enter into negotiations to mutually agree to terminate this Order wholly or partly.
27. In case of any doubts, clarification provided by this office would be final.

Financial Bid Form

To,

Divisional Forest Officer
Baripada Forest Division

Dear Sir,

I/We hereby offer to supply the stores detailed herewith/below at the price hereunder quoted and agree to hold this offer open till **6 months from the date of opening of Tender.** I/We shall be bound to supply the stores hereby offered on the issue of the Purchase Order communicating the acceptance thereof on or before the expiry of the last mentioned date. You have the liberty to accept any one or more of the items of stores tendered for any portion of any one or more of items of such stores. I/We notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
Supply of Backpack at Divisional Forest Office, Baripada as per Specification Mentioned	650	nos		
Total				
Taxes & other duties				
GST etc.				
GRAND TOTAL (in Word) Rupees				

Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
Supply of Stainless steel water bottles at Divisional Forest Office, Baripada as per Specification Mentioned	650	nos		
Total				
Taxes & other duties				
GST etc.				
GRAND TOTAL (in Word) Rupees				

I/We have understood the terms and conditions of the contract and the instructions of tenderers annexed to the notice invitation to tender and have thoroughly examined the specification/drawing and/or pattern quoted or preferred to herein and/or fully aware of the nature of stores required and my/or offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the purchase orders communicating the acceptance of this tender either in whole or in part.

Seal and Signature of the Tenderer

GENERAL INSTRUCTIONS TO TENDERERS

1. Tenders should be sent in sealed envelopes superscribing the relevant Tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies which are not applicable to this Division.
5. a) Your quotation should be valid for 6 months from the date of opening of the tender.
b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
 - a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
 - b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
 - c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
 - d) **Specifications:** Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
7. **The purchaser shall be under no obligation to accept the lowest (L1) or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted. Adequate reasoning will be used for finalization of the tender by the purchase committee of the Divisional Forest Office, Baripada.**
8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.

GENERAL TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean the resident of India or his successors or assigns.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE/WARRANTY & REPLACEMENT:

- (a) The Contractor shall guarantee/warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months (on-site) after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee/warranty conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed/warranted for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee/warranty applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee/warranty period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

8. ACCEPTANCE OF STORES:

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
- (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
 - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
 - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials through e-mode/transfer.

15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.
