



सीएसआईआर - केंद्रीय विद्युतरसायन अनुसंधान संस्थान
CSIR - CENTRAL ELECTROCHEMICAL RESEARCH INSTITUTE

कारैकुडी/**KARAIKUDI – 630 006**, तमिलनाडु/**Tamil Nadu**

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद/**Council of Scientific & Industrial Research**)

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सं.सं./No: RCHP/2011-12

दि./Date: 1.08.2011

विषय: एचपी प्रिंटर(टोनर व इंक कार्ट्रिज) की आपूर्ति का लिए दि. 01.09.2011 स.दि. 31.03.2012 तक की अवधि का लिए दर संधिदा

Sub: Rate contract for the supply of HP Printer (Toner & Ink Cartridges) for the period from 01.09.2011 to 31.03.2012 - Reg.

प्रतिष्ठित विनिर्माताओं/प्राधिकृत डीलरों/वितरकों स.एचपी प्रिंटर(टोनर व इंक कार्ट्रिज) की आपूर्ति का लिए दि. 01.09.2011 स.दि. 31.03.2012 तक की अवधि का लिए निविदा प्रपत्र में दिए गए निबन्धन एवम शर्तों का अनुसार वार्षिक दर संधिदा हस्तु मोहरबद्ध निविदाएं आमंत्रित की जाती हैं ।

Sealed tenders are invited from the reputed Manufacturers / Authorized Dealers / Distributors for entering into Annual Rate Contract for the supply of HP Printer (Toner & Ink Cartridges) for the period from 01.09.2011 to 31.03.2012 as per Terms and conditions available in the Tender Documents.

निविदा प्रपत्र निःशुल्क डाउनलोड करना/का लिए हमारी वेबसाइट देखें/

Tender documents can be downloaded from our website <http://www.cecri.res.in> free of cost.

निविदा जमा करना/की अंतिम तिथि /**Last date for submission of Tenders**

: **16.08.2011 up to 10.30 AM (IST)**

बोली खोला/जाना/की तिथि/ **Date of opening of Bids**

: **16.08.2011 - 11.30 AM (IST) onwards**

निदेशक, सीईसीआरआई को किसी भी अथवा समस्त निविदाओं/को बिना कोई कारण बताए निरस्त करना

अथवा पूर्ण अथवा आंशिक रूप स.स्वीकार करना/का अधिकार है ।

Director, CECRI reserves the right to reject any or all the tenders without assigning any reason or to accept them in part or full.

भण्डार एवम क्रय अधिकारी /**STORES & PURCHASE OFFICER**



कन्द्रीय विद्युत रसायन अनुसंधान संस्थान
CENTRAL ELECTROCHEMICAL RESEARCH INSTITUTE

कारैकुडी KARAUKUDI – 630 006

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TENDER NOTICE

HPRC/2011-2012

August 1, 2011

Sub: Rate contract for the supply of **HP Printer Cartridges (Toner & Ink Cartridges)** from **01.09.2011 to 31.03.2012**

Sealed quotations are invited for the supply of **HP Printer Cartridges (Toner & Ink Cartridges)** under **Rate Contract** for the period from 01.09.2011 to 31.03.2012

The date of submission of bids and opening of bids are as follows :

Date & Time for receipt of bids: 16.08.2011 up to 10.30AM (IST)

Date & Time for opening of bids : 16.08.2011 at 11.30 AM (IST)

Director, CECRI reserves the right to reject any or all the tenders without assigning any reason or to accept them in part or full.

STORES & PURCHASE OFFICER

INSTRUCTIONS TO BIDDERS

A. Introduction

1.0 Qualification criteria/ Eligible Bidders

1.0.1.1 This Invitation for Bids is open to all registered/well established suppliers who are having TAN/VAT/PAN registration. Certified true copies of TAN/PAN/VAT certificate should be submitted.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

The bidding documents can be downloaded from CECRI Website <http://www.cecri.res.in> at **free of cost**.

3. Content of Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Tender form (Price bid)
- (d) Check list
- (e) Format for submission of quotation.

3.2 The Bidder is expected to examine all instructions, forms and terms in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Amendment of Bidding Documents

4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

- 4.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing , which will be binding on them.
- 4.3 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

5. Language of Bid

- 5.1 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** language.

6.0 Bid Prices

The Bidder shall indicate the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid i.e., Price list & CD

The rate must be stated by manufacturer.

The prices quoted must be net per unit and must include all charges for delivery at the **Stores of CECRI, Karaikudi, Tamilnadu.**

- (a) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the lower price quoted will be treated as final.
- (b) The price quoted by the tenderers should be exclusive of Excise Duty & VAT. However, the Excise Duty & VAT payable should be quoted separately in the schedule enclosed. If no VAT rate is quoted against any item it will be construed that the rate is tax inclusive. No request in this regard will be considered after the opening of the Price Bid.
- (c) Quoted prices should be firm and inclusive of octroi, freight and forwarding charges, handling charges, loading and unloading charges and insurance charges etc.
- (d) The prices once accepted by CECRI, shall remain valid till **6** months from **01.09.2011 to 31.03.2012** and all orders placed during this period should be successfully executed. The Director, CECRI shall ***not entertain any increase in the rates during the period***. However, in the event there is a reduction or increase in Government levy/duties/VAT during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty. The quantity given in the schedule is approx annual requirement, which can vary.
- (e) During the tenure of the Rate Contract the benefits of any promotional offers by the manufacturers should also be passed on to CECRI.

7. Conditional bids will not be accepted

8. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

9.1 Prices shall be quoted in **Indian Rupees** only.

10. Period of Validity of Bids

10.1 Bids shall remain valid for **120 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.

10.2 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. A Bidder granting the request will not be required nor permitted to modify the bid.

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

D. Submission of Bids

11. Sealing and Marking of Bids

Bids should be submitted as follows:

(A) **Sealed Outer Cover (Envelope - I)** : Addressed to the Director, CECRI, should be sealed and superscribed "**Tender for Rate Contract for HP Printer Cartridges(Toner & Ink Cartridges) for the year 2011-2012 and Due Date for opening of Quotation on 16.08.2011 at 11.30 A.M.**"

(B) **Sealed Inner Cover(Envelope-II)** : Should have Manufacturers Price List, CD,Brochure/Literature, if any duly indicating about all enclosures, terms & conditions and Authorised Dealership certificate in original

12. Deadline for Submission of Bids

12.1 **Bids must be received by the Purchaser at the address specified under Clause 12 of ITB not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.**

12.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 5 of ITB in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late/Delayed Bids

13.1 **Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 4 of invitation for bids and clause 6 of GCC will be rejected and/or returned unopened to the Bidder.**

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 12 of ITB. A withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.3 No bid may be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

E. Bid Opening and Evaluation of Bids

15. Opening of Bids

15.1 The purchaser will open all bids in the first instance in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in the 'Invitation for Bids'. The bidder or bidders' representatives present there shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for CECRI, the bids shall be opened at the appointed time and location on the next working day.

16. Clarification of Bids

16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of CECRI, it should be done in writing.

16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17 Evaluation of Bid

17.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

17.2 The purchaser will reject a bid determined as not substantially responsive.

17.3 The Pre-qualification Bid evaluation will be done on the basis of Clause 1 & 7 of ITB.

17.4 The bidders could also be called for discussion and could also be allowed to modify their bids to suit the organizations requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par.

17.5 The bidders short-listed by the purchaser may be called for detailed discussions with a committee selected for the purpose, at a specified date, time and venue, if needed.

18. Evaluation and Comparison of priced Bids

18.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the **lower** of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected.

19. Purchasers right to accept any bid and to reject any bid or all bids

19.1 The Purchaser reserves the right to accept or reject any bid, and to annul 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 Purchaser's action.

20. Award Criteria

20.1 Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been 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.

21 Notification of Award

21.1. Prior to the expiration of the period validity, the purchaser 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.

22. The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

22.1 Conformity with the Request for Bid/Tender required and conditions.

22.2 The assessment based on the response to Model Response Outline.

22.3 The assessment of the capability of the bidder to meet the terms and conditions.

23. All the goods to be supplied must bear reputed brands.

23.1 The cost and the discount offered, if any

24. Fall clause

24.1 The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

24.2 The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

24.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause 24.1 above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

24.4 During the tenure of the Rate Contract, the benefits of any promotional offers by the manufacturers should also be passed on to CECRI, Karaikudi.

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices referred to and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e. **The Director, Central Electrochemical Research Institute, Karaikudi – 630 006, Tamilnadu.**
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the equivalent standards of items mentioned in the Schedule of Requirements and when no applicable standard is mentioned; to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6.0 Submission of the bids.

- 6.1 The tender documents are also available on CECRI Website <http://www.cecri.res.in> **at free of cost**. Interested bidder may download the tender documents from CECRI Website and submit their bids.
- 6.2 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. **Late tenders / delayed bids shall be rejected.**

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.0 Consequences of rejection

- 8.1 If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to :
- (a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
 - (b) Reject the material, which shall be final and binding on the contractor.
 - (c) Procure the rejected materials of comparable quality from the open market / Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 The Supplier shall make delivery of the Goods within 14 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

- 10.2 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.
- 10.3 The delivery of Stores shall be affected at the premises of the CECRI. 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.

Time and date of delivery – the essence of the contract:

The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

12. Transportation

- 12.1 Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13. Warranty

- 13.1.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- 13.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.
- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4.1 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

13.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1 The payment shall be made within **30 days** from the date of receipt of items in good Condition by RTGS Settlement. Accordingly necessary bank details must be provided on letter head under seal and signature.

14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an Tax/Retail invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

14.3 Payment shall be made in Indian Rupees by way of crossed account payee Cheque drawn on Indian Bank, A.C Campus, Karaikudi or E payment.

15. Prices

15.1.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

15.2. CECRI, Karaikudi is ***exempted*** from payment of Central Excise Duty/Custom Duty as per **Government Notification No.10/97- Central Excise dated 01/03/1997 & Notification No.51/96 – Customs Dated 23 July 96**. The tenderer are advised to go through this Notifications thoroughly and mention clearly regarding the Excise Duty/Custom Duty in their offer.

15.3 **CECRI, Karaikudi is not eligible to issue any “C” , ”D” or any other Form of Sales Tax Certificate for concession in taxes. The rate of Sales Tax/VAT should be indicted clearly if applicable.**

16. Change Orders

16.1 The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.

20.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty

21.1 Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

24.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

25. Termination for Convenience

25.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

26. Resolution of Disputes

26.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

(a) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

27. Governing Language

27.1 The contract shall be written in **English** language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

28.1 The contract shall be governed by the Law of Contract for the time being in force.

28.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

28.3.1 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

28.4 One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

29. Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, licence fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

30. Notices

30.1 For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

The Director,
Central Electrochemical Research Institute,
Karaikudi – 630 006, Tamil Nadu

Supplier:

(To be filled in at the time of Contract signature)

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Bid Form (Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The Director,
Central Electrochemical Research Institute,
Karaikudi – 630 006
Tamilnadu

Ref: Tender No. **RCHP/2011-12** Dated **1.8.11**

Sir,

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

We hereby offer to supply the Goods/Services at the prices and rates mentioned in our price list/ CD.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R CECRI, Karaikudi.

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

A) Price Schedule B) CD for price list C) 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 the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

Or

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 authorised 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.

Dated this day of _____ 2010

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.

Fax No.

E-mail:

COMPANY SEAL

Check list for Manufacturer /Authorised Distributor to be submitted alongwith Bid

Quotation for : _____

1. Rate quoted both in words & figures :
2. Authorised Dealer Certificate from manufacturer:
if quoting as an authorised dealer
3. Quotation submitted alongwith Price List duly:
Signed, stamped with date
4. Quotation submitted in separate envelopes
as :
 - (1) Outer Cover (**Envelope-I**)
 - (2) Inner Cover – Price List (**Envelope –II**)
5. Price certificate/(Fall clause) furnished :
6. Agreeing for liquidated damages/Penalty clause :
7. Delivery period
8. Validity of quotation :
9. Agreeing for payment term: **100% on Credit basis within 30 days after satisfactory receipt of material in good condition**
10. Furnished clients list :
11. Authorised Dealer should enclose :
 - (1) Central Sales Tax Registration certificate
 - (2) General Sales Tax Registration certificate
 - (3) I.T. Certificate
 - (4) PAN No.
 - (5) Authorised Distributorship Certificate
 - (6) Price Certificate
 - (7) Profile of the firm & client list
12. All correction/alteration in quotation initialed :
by authorized signatory
13. Manufacturer and or Authorised Dealer :
agreeing to all the terms and conditions of
tender document

14. Total number of pages in :
 - (i) Price List (Envelope –II)
15. Price List is inclusive of all charges
freight , Insurance i.e. Free delivery at
CECRI Stores
16. Remarks regarding acceptance of Excise Duty:
Exemption for CECRI under notification No.10/97
of 01/03/1997 & Custom Duty Notification No.
51/96 – Customs Dated 23 July 96.
17. Compliance with National/International :
Standards
18. Five copies of Price Lists /C.D. containing :
Price List enclosed along with Envelope-II

Date :

Signature of the Manufacturer //Authorised Distributor

QUOTATION TO BE SUBMITTED ON MANUFACTURER/DISTRIBUTOR LETTER HEAD IN FOLLOWING FORMAT

1. Name of Manufacturer :
2. Make/Brand of :
3. Whether the Price List Inclusive :
of Excise duty or not
4. Whether price list Applicable is :
inclusive of Taxes/VAT or not
5. Maximum discount allowed by Manufacturers:
From the Price list.(in figure and words)
6. Additional discount of dealer :
over and above No.5 in figure and words
7. Effective date of price list . :

Five copies of price lists duly signed
with Tenderer's rubber Stamp and C.D.
to be Submitted with the offer. The Price
List will be valid up to _____

8. All the terms & conditions mentioned
in attached letter acceptable to us

Signature with Rubber Stamp

Place :

Date :