

**Short Tender: Annual rate Contract for
Office & Computer Stationery
(T.No.3/2011)**

Annual rates till March 2012 are invited from **reputed dealers** for supply of about 152 office stationery items like file covers, flaps, pen, etc. 21 computer stationery items like cartridges, pen drive, etc. and 13 other items Details are given in www.mgiri.org. Suppliers are requested to submit their bid under two cover system (Technical + rate) as explained in the web site. **Deadline 29.7.2011(3.pm)** Tenders will be opened at 15:00 hrs.

**Mahatma Gandhi Institute for Rural
Industrialization
(A National Institute Under Min. of MSME)
Maganwadi, Wardha-442001,MS .
Ph.07152-253512 www.mgiri.org**

Mahatma Gandhi Institute for Rural Industrialization
(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of India)

NOTICE INVITING TENDER FOR ANNUAL RATE CONTRACT
WARDHA

Tender No. : 3/2011 Dated: 19.07.2011

Last date of receipt of tender: 29.07.2011

TENDER ENQUIRY IN TWO BID SYSTEM

Sealed tenders are invited in two separate covers as follows for items as per the attached specifications.

Item: Office Stationery items like files, Pen etc. Computer stationery items like cartridges, CDs, etc & other items like soap etc. in MGIRI Wardha.

Validity Period of Rate Contract- 31st March 2012

1. Technical Bid:

Technical Specifications with terms and conditions of supply, deviation sheet, un-priced copy of bid in **DUPLICATE** and EMD (Earnest Money Deposit) in one sealed cover duly Super scribed '**Technical Bid**'.

2. Price Bid:

Price alone in both figures and words, in the other sealed cover duly super scribed '**Price Bid**'.

Each cover must be clearly marked with Title, Number and Date of the tender enquiry and last date of receipt of tender.

Tenderer shall clearly certify that the items quoted strictly conform to the specifications, deviations if any, should be clearly indicated on a separate deviation sheet.

Tenders shall be accompanied by Earnest Money Deposit of Rs.5000/- (Five Thousand Only) in the form of crossed demand draft drawn in favor of 'Director MGIRI, Wardha.' payable at Wardha. Tender without Earnest Money Deposit shall not be accepted without valid EMD exemption certificate.

Prices are inclusive of all taxes & delivery at MGIRI.

The offer should be valid for a minimum period of three months.

MGIRI reserves the right to accept or reject any or all tenders and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reason whatsoever.

Tenders to be addressed to: **The Director**

Maganwadi WARDHA-442001

Maharashtra

Phone No: +91-7152-253512/3

Fax No: +91-7152-240328

- Enclosures: 1. Scope of Supply & Technical Specifications as Annexure - I
2. General Purchase Conditions of MGIRI as Annexure - II

93

Annexure - I
3/2011-12

Scope of supply and specifications for items.

| S/N | Office Stationary Items | Computer Stationary Items | other items |
|-----|---|---|--|
| 1 | ALL PIN - BEL 100 GSM PER PACKET | C.D. - R 700 MB (SONY) | DUMPER / SPONGE |
| 2 | Binder Clip | C.D. - RW 700 MB (SONY) | DUSTBIN PLASTIC (BIG) PLAIN - CELLO |
| 3 | Bell | DVD R (Sony) | SOAP - DETOL 100 GRM |
| 4 | BUCKET (PLASTIC) - CELLO 20 LTR. | DVD RW (Sony) | SOAP - RIN 250 GRM |
| 5 | CALCULATOR 12 DIGIT (CASIO) | C.D. BOX FOR 50 CDs | All Out Liquid with Machine |
| 6 | CANDLE (GOOD QUALITY) 400 GSM | COMPUTER MOUSE (USB) | HIT Spary Big |
| 7 | CARBON A-4 - KORES-BLACK -(PER PKT) | MOUSE PAD | LOCK (3 KEYS) MAKE GODREJ |
| 8 | CARBON A-4 - KORES-BLUE -(PER PKT) | PEN DRIVE (MEMORY CARD) - 4 GB - KINGSTONE | WALL CLOCK BIG |
| 9 | CLIP 'U' VIKRAM 35 MM (STEEL) | PEN DRIVE (MEMORY CARD) - 8 GB - KINGSTONE | GLASS ALMIRA (6ftx3ft) |
| 10 | U' PIN PAPER CLIP | PEN DRIVE (MEMORY CARD) - 32 GB - KINGSTONE | DETOL LIQUID (MEDIUM) PER BOTTLE |
| 11 | CLIP 'U' (PLASTIC COATED) VIKRAM 35 MM | cartridges | TUBE LIGHT PHILIPS (60 WT) |
| 12 | CELL PENCIL (EVERADY) | | VIM 1 KG |
| 13 | CELL - AAA (EVERADY) | | TOWEL FCY JACQUARD LYRICS 75x150 B/BYE (WHITE) |
| 14 | CELLO TAPE (SMALL) - WONDER 1/2" x 15 METER | | |
| 15 | CELLO TAPE (BIG) 2" WONDER 555 x 30 METER (TRANSPARENT) | | |
| 16 | CELLO TAPE (BIG) 1" WONDER 555 x 30 METER (TRANSPARENT) | | |

| | | | |
|----|--|--|--|
| 17 | CELLO TAPE (BIG) 3" WONDER 555 x 30 METER (TRANSPARENT) | | |
| 18 | CELLO TAPE (BIG) 2" WONDER 555 x 30 METER (BROWN) | | |
| 19 | CELLO TAPE (BIG) 3" WONDER 555 x 30 METER (BROWN) | | |
| 20 | CELLO TAPE 1" | | |
| 21 | FOAM TAPE | | |
| 22 | COLIN PER PIECE | | |
| 23 | COLOUR FLAG DE'SMAT (PM 3 13805) 3PCS 25x75 | | |
| 24 | CORRECTING FLUID (WHITE) - WITH THINER - KORES 30 ML | | |
| 25 | CORRECTING FLUID PEN (WHITE) | | |
| 26 | DAK PAD / NOTE PAD (GOOD QUALITY) PLASTIC COATED NEELGAGAN | | |
| 27 | DOUBLE Side TAPE 1" | | |
| 28 | DESK CALENDER (GOOD QUQLITY) | | |
| 29 | DUSTER (ORD) - COTTION - GOOD QUQLITY WHITE 40"x40" | | |
| 30 | DUSTER FLOOR 40"x40" (FINE QUQLITY) | | |
| 31 | DUSTER SOFT (YELLOW) | | |
| 32 | DRAWING PIN (GOLDEN) | | |
| 33 | ENVELOPS - AERO (SNOW WHITE) 9"x4" THICK - 120 GSM | | |
| 34 | ENVELOPS - AERO (SNOW WHITE) 11"x5" THICK - 120 GSM | | |
| 35 | ENVELOPS - AERO (WITH CLOTH) 16"x12" THICK - 120 GSM | | |

| | | | |
|----|--|--|--|
| 36 | ENVELOPS - AERO (WITH CLOTH) 10"x12" THICK - 120 GSM | | |
| 37 | Envelop different sizes, A4 size with lamination inside yellow coloured | | |
| 38 | ENVELOPES (BROWN) 9"x4" | | |
| 39 | ERASSER - NON DUST (APSARA) | | |
| 40 | FEVI STICK SUPER 8 GM | | |
| 41 | FILE BOARD (NEEL GAGAN) NO. 31 (SUPER QUALITY) | | |
| 42 | FILE SEPARATOR | | |
| 43 | FILE COVER (NEEL GAGAN) NO. 65 RECORD FILE (SUPER QUALITY) | | |
| 44 | SIMPLE FILE | | |
| 45 | PAPER FOLDER FILE | | |
| 46 | STRIP FILE | | |
| 47 | SIMPLE PLASTIC FILE | | |
| 48 | Thread Bundles | | |
| 49 | File Threads | | |
| 50 | Spring Files Laminated one side | | |
| 51 | GLASS TUMBLER YRA (MEDIUM SIZE) | | |
| 52 | GUM BOTTLE (BIG) - 500 ML Camel | | |
| 53 | GUM BOTTLE (SMALL) - 300 ML Camel | | |
| 54 | GUM BOTTLE (BIG) - 700 ML Camel | | |
| 55 | HIGHLIGHTER GREEN | | |
| 56 | HIGHLIGHTER FLORESCENT | | |
| 57 | HIGHLIGHTER (LUXOR GLOLITER) | | |
| 58 | JUG FOR WATER - PRAKASH (BEST QUQLTY) (WHITE TRANSPARENT) | | |
| 59 | INDEX REGISTER 4 QR. | | |
| 60 | INDEX FILE (NEEL GAGAN) (SUPER QUALITY) | | |
| 61 | MARKER PEN (BLACK PERMANENT) | | |
| 62 | Photoglass Papers- Desmat 220 GSM | | |
| 63 | NOTE SHEET NEELGAGAN - GREEN F/S 100 GSM (100 SHEETS) | | |

| | | | |
|----|---|--|--|
| 64 | PAPER WEIGHT GLASS - MEDIUM | | |
| 65 | PASTE IT SLIP YELLOW | | |
| 66 | PEN STAND WITH FOUR PENS (GOOD QUALITY) | | |
| 67 | PENCIL NATRAJ, Camlin H.B. | | |
| 68 | PENCIL SHORTHAND - APSARA | | |
| 69 | PEN CELLO BUTTERFLOW (BLUE & RED) | | |
| 70 | PEN Jetter (BLUE & RED) | | |
| 71 | PEN Cello fine grip (BLUE) | | |
| 72 | PEN Cello fine grip (BLACK) | | |
| 73 | PEN Cello fine grip (RED) | | |
| 74 | PEN AD - GEL ACHIEVER (BLUE) | | |
| 75 | PEN AD - GEL ACHIEVER (GREEN) | | |
| 76 | PEN AD - GEL ACHIEVER (BLACK) | | |
| 77 | PEN AD - GEL ACHIEVER (RED) | | |
| 78 | PEN PILOT V-5 (BLUE) | | |
| 79 | PEN PILOT V-5 (BLACK) | | |
| 80 | PEN PILOT V-5 (GREEN) | | |
| 81 | PEN PILOT V-5 (RED) | | |
| 82 | PHOTO COPY PAPER A-4 - POWER x 75 GSM | | |
| 83 | PHOTO COPY PAPER F/S - POWER x 75 GSM | | |
| 84 | PHOTO COPY PAPER A-3 - POWER x 75 GSM | | |
| 85 | PIN CUSHION (ORDINARY) ESVEE | | |
| 86 | PLASTIC FOLDER WITH BUTTON | | |
| 87 | PLASTIC FOLDER 'L' SHAPE (TRANSPARENT) A-4 SIZE | | |
| 88 | PLASTIC FOLDER (WITH BASE) | | |
| 89 | PUNCH MACHINE (SINGLE) - KANGAROO | | |
| 90 | PUNCH MACHINE (DOUBLE) - KANGAROO | | |
| 91 | REFILE AD - GEL ACHIEVER BLUE | | |
| 92 | REFILE AD - GEL ACHIEVER BLACK | | |
| 93 | REFILE Cello fine grip (BLUE) | | |
| 94 | REFILE Cello fine grip (BLACK) | | |
| 95 | RUBBER BAND - 4" (GOOD QUALITY) 1/2 KG | | |
| 96 | REGISTER 2 QR. O/B (SARASWATI) | | |

85

| | | | |
|-----|---|--|--|
| 97 | REGISTER 4 QR. O/B (SARASWATI) | | |
| 98 | REGISTER 6 QR. LEATHER BINDING (SARASWATI) | | |
| 99 | REGISTER 8 QR. LEATHER BINDING (SARASWATI) | | |
| 100 | REGISTER 10 QR. LEATHER BINDING (SARASWATI) | | |
| 101 | ROOM FRESHNER - PREMIUM PER PIECE | | |
| 102 | RING BINDER - WORLDONE SKU NO.RB-400 | | |
| 103 | SCALE PLASTIC - FIBRE CASTLE 12" | | |
| 104 | SCISSORS (MEDIUM SIZE) 6" | | |
| 105 | SEALING WAX | | |
| 106 | SHARPNER - NATRAJ/CAMLIN | | |
| 107 | SHORTHAND NOTE BOOK - BITOO | | |
| 108 | SLIP PAD - BITOO 40 PAGE | | |
| 109 | SPIRAL NOTE BOOK NO.66 NEELGAGAN (PREMIUM) | | |
| 110 | SPIRAL NOTE PAD A-4 8MM LINE 24 Pages (AJIT MITTAL) | | |
| 111 | STAPLER SMALL KANGAROO - HSE - 10 | | |
| 112 | STAPLER BIG KANGAROO - HSE - 455 | | |
| 113 | STAPLER PIN SMALL NO.10 | | |
| 114 | STAPLER PIN BIG KANGAROO 24/6 | | |
| 115 | STAMP PAD BIG SIZE (BLUE) | | |
| 116 | STAMP PAD FIBER CASTLE MEDIUM SIZE (BLUE) | | |
| 117 | STAMP PAD INK 1000 ML COLOUR BLUE | | |
| 118 | SKETCH PEN (ECHO 1x12) | | |
| 119 | SUTLI PLASTIC 1/2 KG PACKET | | |
| 120 | TAG (WHITE THICK SUPER QUALITY) | | |
| 121 | TAG (BIG GREEN) | | |
| 122 | TABLE GLASS TOP - 5MM THICK - 18"x24" SIZE | | |

| | | | |
|-----|--|--|--|
| 123 | BIG SIZE EXECUTIVE DIARY | | |
| 124 | SMALL POCKET DIARY | | |
| 125 | TELEPHONE DIARY WITH INDEX | | |
| 126 | TRAY PLASTIC (MEDIUM FOR SIX CUPS) | | |
| 127 | BOARD DUSTER | | |
| 128 | WHITE BOARD MARKER | | |
| 129 | DUSTBIN PLASTIC SMALL | | |
| 130 | REGISTER LONG - 50 PAGES | | |
| 131 | REGISTER LONG - 100 PAGES | | |
| 132 | REGISTER OBLONG - 200 PAGES | | |
| 133 | STOCK REGISTER | | |
| 134 | ORGANISER | | |
| 135 | REFILL JETTER BLUE | | |
| 136 | REFILL JETTER BLACK | | |
| 137 | PHOTO COPY PAPER A-4 - POWER x 75 GSM (Coloured) | | |
| 138 | PHOTO COPY PAPER A-5 - POWER x 75 GSM | | |
| 139 | GENERAL GRADE PAPER (ORDINARY) | | |
| 140 | CENTURY BOARD PAPER | | |
| 141 | WALL CLOCK BIG | | |
| 142 | PAPER PIN | | |
| 143 | BOARD PINS With plastic Head | | |
| 144 | ENGINEERING DRAWING BOX | | |
| 145 | INDIA MAP GEOGRAPHICAL | | |
| 146 | MAHARASHTRA MAP GEOGRAPHICAL | | |
| 147 | CUTTER SLIDE | | |
| 148 | METAL PIN CLAMP | | |
| 149 | PLASTIC PIN CLAMP | | |
| 150 | Butter Paper A4 Size (Pack Of 100 Sheets) | | |
| 151 | Fevicol- Elephant Grande 1/2 Its | | |
| 152 | Transparency sheet A4 Size Desmat 100 sheet pack | | |

Terms & Conditions

1.0 Any clarification on the details of work can be obtained from the Director of MGIRI Wardha up to one day prior to the date specified for opening of tender.

2.0 SUBMISSION OF BIDS:

2.1 The bidder will submit his Bid using three envelopes. One envelope will be marked “ Technical Bid” & will contain DD/PAY ORDER of the EMD amount and the attested photo copies of the following documents:

(i) One copy of the complete set of tender documents duly filled in and signed on each page and also at every correction, overwriting by the tenderer or otherwise as prescribed in the different clauses of the tender documents in respect of any matter or document.

(ii) A declaration regarding the tenderer's work and construction organization including Personnel and equipment to efficiently supply the items in time.

(iv) Authenticated & attested **copy** of partnership deed in the case of partnership firm And of proprietorship affidavit in case a bidder is having proprietor firm, & Memorandum of

Article Association in case bidder is a Limited company.

(v) The questionnaire supplied along with the tender documents duly filled in the completed in all respect.

(vi) Attested copy of Income tax return for the financial year for 2010-11 /or Attested challan copy of S/T paid for financial year 2010-2011. Submitted to the Income Tax Authority.

(vii) Attested copy of RST/CST certificate s

(viii) Attested copy of power of attorney in case of person (s) other than the Tender has signed the Tender documents.

(ix) Certificate regarding near relative/s working in MGIRI Wardha.

(x) Tender documents duly signed by the bidder.

2.2 :Second envelope marked as Financial bid, in form 2, for will contain the rates quoted for the different items of Tender document . The bidder is required to quote his rates for all The items if rate of any of the items. Incomplete bid will be rejected.

2.3 Both these envelopes will be placed in an outer envelope marked “Tender for supply of Printer Cartridge ". All envelopes duly sealed and signed with seal should be addressed The Director MGIRI Wardha”

2.4 First the Technical Bid envelope will be opened and only if it is found in order the Financial Bid envelope will be opened.

2.5 The contractor should certify and affix his signature with seal on each page of the tender Documents.

2.6 Any attempt for negotiation direct or indirect on the part of a tenderer, with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted the tender or endeavors to the secure interest for actual or prospective tender or to influence by any means the acceptance of the particulars tender will render the tender liable to be excluded from consideration.

2.7 The tenderer will be bound by all terms, conditions and specifications as detailed in the tender document.

2.8 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

2.9 No communication from the contractor in the form of any clarification or information/documents lost sight in the original tender etc .will be given any consideration, unless any such clarification has been sought for by the MGIRI Wardha.

0.3 Payment after delivery & installation. All other terms & Conditions shall be as per General Purchase Conditions of MGIRI.

DOCUMENTS TO BE SUBMITTED WITH TENDER:

- (I) One copy of the complete set of tender documents duly filled in and signed on each page and also at every correction, overwriting by the tenderer or otherwise as prescribed in the different Clauses of the tender documents in respect of any matter or document.
- (II) A declaration regarding the tenderer's work and construction organization including personnel and equipment to efficiently supply the items in time.
- (III) Earnest money deposit amount in the manner specified in the document.
- (IV) Authenticated & attested copy of partnership deed in the case of partnership firm and of proprietorship affidavit in case a bidder is having proprietorship firm Memorandum of Article and Association in case bidder is a Limited Company .
- (V) The questionnaire supplied along with the tender documents duly filled in & completed in all respect.
- (VI) Attested copy of Income tax return for the financial year for 2010-11 /or Attested challan copy of I/T paid for financial year 2010-11 .
- (VII) Attested copy of RST/CST certificates
- (VIII) Attested copy of power of attorney in case of person (s) other than the Tender has signed the Tender documents.
- (IX) Tender documents duly signed by the bidder.
- (X) Authorization letter copy should be provided for supply of HP, SAMSUNG, EPSON, & XEROX.

Mahatma Gandhi Institute for Rural Industrialization

(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of India)

GENERAL PURCHASE CONDITIONS

1. Definition

- 1.1 The Buyer means MGIRI, an Institute in India and having its registered office at Mahatma Gandhi Institute for Rural Industrialization, Maganwadi, and Wardha
- 1.2 Supplier' means the tenderer whose tender has been accepted and shall include his / its / their heirs, executors, administrators or successors and permitted agents as the case may be.
- 1.3 'Purchase Order' means the letter of memorandum, communicating to the supplier, the acceptance of his tender and include an advance acceptance of his tender.
- 1.4 'Consignee' means where the stores are required by the purchase order to be despatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.
- 1.5 'Inspectors': Inspectors deputed by BUYER.

2. Terms & Expressions

Terms & expressions not herein defined shall have the same meanings as assigned to them in the Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. Prices

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whatsoever which may occur while the order is being carried out. Price should be inclusive of all taxes including delivery at MGIRI.

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in accordance with instruction given in the purchase order by a cheque or demand draft in accordance with the following procedure.

5. Insurance to be arranged by BUYER.

6. Inspection, Checking, Testing

The stores covered by the Purchase Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or despatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual despatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier.

If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices. Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Maker's Test Certificate:

Maker's Test Certificate shall be supplied by the supplier at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.

8. Packing, Marking and Painting:

- A. The stores shall be despatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and all equipment should be properly lubricated.
- B. Each package shall contain packing list in English. Each packing shall bear the following marking in English, in indelible paint:

(i) Address of the Ultimate Consignee (ii) Address of the Interim Consignee, if any (iii) Name of Railway Station for ultimate and interim consignee, (iv) Supplier's name (v) Name of Equipment (vi) Railway Station from where despatched (vii) Purchase Order No. & Date (viii) Package Number (ix) Gross Weight in Kg (x) Net Weight in Kg. (xi) Outer Dimension in Cms. (xii) TOP' 'Do NOT TURN OVER' 'HANDLE WITH CARE' etc.

The package shall indicate the centre of gravity with a red vertical line, wherever required, together with marking for slings.

The package which cannot be so marked shall have metal tags with the above marking on them.

As far as possible, size of packing's shall remain within the permissible limit allowed by the Indian Railways. If this is not possible, timely information will be given and necessary over dimension sanction obtained.

9. Security Deposit:

The successful tenderer shall be required to furnish security deposit equal to 5% of the value of the contract within 7 days from the date of intimation of the acceptance of Purchase Order for due and proper fulfillment of the contract. The security deposit is to be deposited in the form of unconditional irrevocable bank guarantee from a Nationalised Bank (if from any other bank the bank guarantee should be duly countersigned by State Bank/Reserve Bank). The bank guarantee should remain valid till completion of supplies.

10. Despatch Instructions:

Despatches of stores will be arranged by Public Tariff rates. In case of FOR Station of Despatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

11. Assembly, after sales service and training:

IF required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use.

The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

12. Respect of Delivery Date:

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in

writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. Penalty for late deliveries:

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

14. Risk Purchase on Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.

15. Delay due to force majeure

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Director, MGIRI, WARDHA as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Director, MGIRI, WARDHA which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

16. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and risk within the time allowed by the BUYER. The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid.

All expenses incurred by the BUYER for such disposal shall be to the account of the supplier. The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of

equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. Warranty

The supplier shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.

The items should be consistent with the established, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue notwithstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning or 18 months from the date of despatch whichever is earlier.

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of despatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.

20. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment,

(a) Operator's instructions (b) Service Manual (c) Illustrated and detailed parts catalogues (d) Specifications (e) A list of service tools required for routine servicing of the equipment.

21. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Wardha only.

FORM I: GENERAL DETAILS OF THE SUPPLIER

| S. No. | Aspects | Details | | |
|--------|---|--|------------|-----------|
| 1. | Name, address and contact details | Name : Address : Email address : Phone no. : Fax no. : | | |
| 2. | Regd. With | | | |
| | Regd. Details | | | |
| 3. | PAN Details | | | |
| 4. | Equipments for which you wish to quote | S. No. | Department | Equipment |
| | | i. | | |
| | | ii. | | |
| 5. | EMD details | | | |
| 6. | Institutions who are your clients (attach extra sheet if necessary) | | | |
| 7. | Are you agreeable to supply under bill discounting scheme (Our bank is SBI, Main Branch , Wardha) | | | |
| 8. | Any other details | | | |

It is certified that above information and the documents enclosed are correct and if found to be false the tender could be cancelled.

(Signature of Chief of Agency)
Name:

Designation:

FORM II: RATES QUOTED*

Name of the Bidder/Supplier:

| S. No. | Item | Specification* | Unit Rate (for delivery at MGIRI) |
|--------|------|----------------|-----------------------------------|
| 1 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Seal & Signature of the supplier

*Use separate sheet for each category of items

*Suppliers are welcome to visit the Lab installation sites

Annexure –I

What should be super scribed in each of the 3 covers.

Envelope I :

| | |
|---|--|
| Technical Bid for “ | <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">No Stamp</div> |
| Name of the applicant: Address : Maganwadi, | Submitted to Director, MGIRI, Wardha – 442 001, Maharashtra |

Envelope II :

| | |
|--|--|
| Financial Bid for “ | <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">No Stamp</div> |
| Name of the applicant : Address : Maganwadi, | Submitted to Director, MGIRI, Wardha – 442 001, Maharashtra |

Envelope III :

| | |
|--|--|
| Title of the work Tender No. Last Date of Submission: _____ | <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">No Stamp</div> |
| Name of the applicant: Address : Maganwadi, | Submitted to Director, MGIRI, Wardha – 442 001, Maharashtra |

Note : Envelope I and Envelope II duly sealed, should be inserted in bigger Envelope III, which may also be sealed and submitted.

