

**DOCUMENT FOR CONCLUSION OF RATE CONTRACT (2006-2007)**

BID REFERENCE : 13-2(34)/06-07/Pur.

LAST DATE AND TIME FOR  
RECEIPT OF BIDS : 15<sup>th</sup> September 2006 till 3.30 PM

TIME AND DATE OF OPENING  
OF BIDS : 15<sup>th</sup> September 2006 at 4.00 PM  
:

ADDRESS FOR COMMUNICATION : Joint Secretary (Admn.)  
Council of Scientific & Industrial  
Research, Anusandhan Bhawan,  
2, Rafi Marg, New Delhi-1

## **TENDER DOCUMENT FOR RATE CONTRACT**

### **INVITATION FOR BIDS**

1. Sealed bids are invited from eligible bidders for conclusion of rate contracts for a period of one-year.

| Tender No.         | Subject                                 | Earnest money deposit |
|--------------------|---|-----------------------|
| 13-2(34)/06-07/Pur | Rate contract for HP printer cartridges | Rs. 30,000            |

2. All bids must be accompanied by a bid security EMD as specified above and must be delivered to the above office upto 3.30PM on 15<sup>th</sup> Sept.2006. Bids will be opened in the presence of Bidders' representatives who choose to attend at 4.00PM on 15<sup>th</sup> Sept.2006. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
3. Joint Secretary (Admn.), CSIR reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons therefor.

## **INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

#### **1.0 Qualification criteria/ Eligible Bidders**

- 1.1 This Invitation for Bids is open to HP and their authorized distributors/channel partners/dealers specifically authorized for the supply of HP printers Cartridges.
- 1.2 Copies of valid Central/State sales tax/vat registration certificate, income tax clearance certificate, proof of manufacturing unit/dealership, manufacturers authorization form, proof of registration under Delhi shops & Establishment Act, 1964 as amended from time to time and copies of two major supply orders executed during the preceding two years for Govt. depts. have to 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**

#### **3. Content of Bidding Documents**

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the invitation for bids, the bidding documents include
  - (a) Instruction to Bidders(ITB);
  - (b) General Conditions of Contract (GCC);
  - (c) Schedule of requirements;
  - (d) Bid Security Form;
  - (e) Manufacturer's Authorization form
- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications 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.

#### **Model Response format**

- 5.2 The bidders should enclose the following documents along with the bid:-

#### **Model Response format**

- (a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of material (certificates to be enclosed). Please also enclose copy of Certificate of Registration under Delhi Shops and Establishment Act, 1964, proof of manufacturing Units/Dealership letter along with manufacturers authorization form.
- (b) List of other Govt. Departments and Public Sector units for which the bidder is supplying material of having the similar type of contracts and certificate regarding the satisfactory performance of the contract
- (c) Details of Permanent Account Number and latest income tax clearance certificate.
- (d) Details of VAT No. along with a copy of certificate to be attached.
- (e) Manufacturer's Authorization form.

#### **5.3 Bid**

The bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in the schedule of requirements.

- (a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the Stores of CSIR Hqrs., New Delhi.
- (b) 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 higher price quoted will be treated as final.
- (c) The price quoted by the tenderers should be exclusive of Excise Duty & VAT. However, the Excise Duty Sales Tax & VAT payable should be quoted separately in the schedule enclosed.
- (d) Quoted prices should be firm and inclusive of octroi, freight and forwarding charges, handling charges, loading and unloading charges and insurance charges etc.
- (e) The Prices once accepted by CSIR Hqrs. Shall remain valid till the successful execution of the order and till supplies are fully effected and accepted on 12<sup>th</sup> month from the date of acceptance of tender whichever is later. JS(A), CSIR shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Govt. levy/duties during the period of execution of order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.

## **2. CONDITIONAL BIDS WILL NOT BE ACCEPTED**

### **7. Bid Prices**

- 7.1 The Bidder shall indicate on the Schedule of requirements, the unit prices of the goods it proposes to supply under the Contract .
- 7.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the stores of CSIR (HQ), New Delhi.
  - (ii) Any Indian duties, sales tax/ VAT and other taxes which will be payable on the goods should be quoted separately.
- 7.3 Prices quoted by the Bidder shall be valid during the Bidder's performance of the Contract upward change in the prices will not be accepted.
- 7.4 In case of downward variation, during the current of contract, the benefit must be allowed to CSIR.

### **8. Bid Security/Earnest Money Deposit**

- 8.1 The Bidder shall furnish, as part of its bid, a bid security as indicated in invitation for bids.
- 8.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 8.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:
- (a) A bank guarantee issued by a nationalized/scheduled bank located in India in the form provided in the bidding documents and valid for one year. or
  - (b) A demand draft in favour of JS (A), CSIR payable at New Delhi.
- 8.4 Any bid not secured in accordance with Clauses 8.1 and 8.3 above will be rejected by the Purchaser as non-responsive.
- 8.5 The successful Bidder's bid security will be discharged at the end of the contract period. The bid security of the unsuccessful bidders would be discharged after notification of award to the successful bidder.
- 8.6 The bid security shall be forfeited:
- (a) if a Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in case of a successful Bidder, if the Bidder fails to supply goods in time.

## **9. Bid Currencies**

- 9.1 Prices shall be quoted in Indian Rupees only.

## **10. Period of Validity of Bids**

- 11.1 Bids shall remain valid for 90 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.
- 11.2 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. The bid security provided under Clause 8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify the bid.
- 11.3 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**

- 11.1 The envelope containing bid along with EMD, shall be addressed to JS(A), CSIR, Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110001 and shall indicate tender number and due date.
- 11.2 The inner envelope shall indicate the name and address of the bidder, tender number due date and contents i.e. Bid along with EMD.
- 12.3 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

#### **12. Deadline for Submission of Bids**

- 12.1 Bids must be received by the Purchaser at the address specified under Clause 11 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 4 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**

- 14.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 5 of invitation for bids 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 11 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 8.

### **E. Bid Opening and Evaluation of Bids**

#### **15. Opening of Technical Bids**

- 15.1 The purchaser will open all the, so received before dead line 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 CSIR, 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 CSIR, 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 & Comparison of Bids.**

- 17.1 Prior to the detailed technical 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 & 5 of ITB.
- 17.4 The purchaser, at its option may ask some more bidders to match rates of the lowest bidder, for creating parallel rate contract
- 17.5 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected

17.6 Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Condition of Contract. Bid will be evaluated on the basis of this base price. Bidders are, however permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidders but it may not be binding on the purchaser.

## **18. Purchasers right to accept any bid and to reject any bid or all bids**

18.1 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.

## **19. Award Criteria**

19.1 Subject to Clause 20, 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.

## **20. Notification of Award**

20.1 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.

## **21. Factors Affecting the Award of Contract**

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

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

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

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

21.5 All the goods to be supplied must bear HP brands. If the bidder does not manufacture, the bidder must submit manufacturer authorization forms.

21.6 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1, for Govt./Semi-Govt./Autonomous Organizations.

21.7 The cost and the discount offered, if any

21.8 All other things equal, preference will be given to the established well-known manufacturers of high quality directly selling to the purchaser.

## **22. Fall clause**



- 22.1 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.
- 22.2 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.
- 22.3 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 (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.

## **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 type of HP printers Cartridges 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, such as installation, commissioning, provision of technical assistance training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e. Joint Secretary (A), CSIR, Anusandhan Bhavan, 2, Rafi Marg, New Delhi – 110001.
- (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 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 and tenders received without earnest money & cost of bidding documents (if applicable) etc. shall be rejected.

6.2 Tender documents are available on CSIR Web Site [www.csir.res.in](http://www.csir.res.in) under reading tenders. Interested parties may download the tender documents.

## **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 at point of delivery and/or at the Goods final destination.

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) Rejecting the material, which shall be final and binding on the contractor.

## **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 Delivery of the goods shall be made by the Supplier within 7 days from the placement of purchase order in pursuance of notification of award for standard off the shelf items. The offer of firms quoting for a longer delivery period may not be considered.
- 10.2 The delivery of Stores shall be effected at the premises of the CSIR 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 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 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 invoice.

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 State Bank of India, Parliament Street branch, New Delhi.

14.4 No advance payment will be made.

## **15. Prices**

15.1 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.

## **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 Liquidated Damrage.**

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 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: Joint Secretary (Admn.)  
Council of Scientific & Industrial Research  
2, Rafi Marg,  
New Delhi 110 001

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

.....  
.....  
.....  
.....

**TENDER FORM**  
**( Bid)**

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

Tender No.....

To

The Joint Secretary (Admn.)  
Council of Scientific & Industrial Research  
Anusandhan Bhavan, Rafi Marg,  
New Delhi -110001.

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.
2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
3. The following have been added to form part of this tender.
  - (a) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
  - (b) Copy of PAN registration
  - (c) Copy of Valid Central/State sales tax/VAT registration certificate
  - (d) Copy of relevant major purchase orders executed during last two years.
  - (e) Copy of Certificate of registration under Delhi Shops & Establishment act 1964
  - (f) Statement of deviations from financial terms & conditions, if any
  - (g) Manufacturers authorization forms
  - (h) any other enclosure. (Please give details)
4. 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.

\* A crossed Bank Draft/Pay Order in favour of JS(A), CSIR, New Delhi for Rs.50,000 (Rupees Fifty Thousand only) as Earnest Money/bid security is enclosed. The Draft/Pay order is drawn on .....Bank payable at New Delhi.

Or Bid Security in the form given in the bidding documents is enclosed.  
(\* *strike out whichever is not applicable*)

Yours faithfully,

(Signature of bidder)

Dated this day of \_\_\_\_\_ 2006.

Address:.....

.....

.....

Telephone:

\_\_\_\_\_

FAX\_\_\_\_\_

E-mail\_\_\_\_\_

Company                      seal

**Bid Form**  
**(On the letter head of the firm submitting the bid document)**

**To**

**The Joint Secretary (Admn.)  
Council of Scientific & Industrial Research  
Anusandhan Bhavan  
Rafi Marg,  
New Delhi 110 001**

**Ref: Tender No .....**

**Dated-----**

Sir,

Having examined the bidding documents and having submitted bid for the same, we, the undersigned, hereby submit the bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

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

The prices quoted are inclusive of all charges net F.O.R CSIR (HQ).

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

Price Schedule as per schedule of requirement.

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 authorized 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 \_\_\_\_\_ 2006**

**Signature of Bidder**

**Details of enclosures**

**Full Address:  
Telephone No.  
Fax No.  
E-mail:**

**COMPANY SEAL**

## **BID SECURITY FORM**

Whereas .....<sup>1</sup> (*hereinafter called "the Bidder"*) has submitted its bid dated ..... (*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (name of country), having our registered office at ..... (*address of bank*) (hereinafter called "the Bank"), are bound unto ..... (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;  
or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Authorized signatory of the Bank)

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<sup>1</sup> *Name of Bidder*

## ANNEXURE-A

### Schedule of requirement for HP Toner Cartridges

| S.No. | Category Type | List Price | End User Price (Rs. |
|-------|---------------|------------|---------------------|
| 1.    | 51604A        |            |                     |
| 2.    | 51605B        |            |                     |
| 3.    | 51605R        |            |                     |
| 4.    | 51625AA       |            |                     |
| 5.    | 51626AA       |            |                     |
| 6.    | 51629AA       |            |                     |
| 7.    | 51633MA       |            |                     |
| 8.    | 51640AA       |            |                     |
| 9.    | 51640CA       |            |                     |
| 10.   | 51640MA       |            |                     |
| 11.   | 51640YA       |            |                     |
| 12.   | 51641AA       |            |                     |
| 13.   | 51644CA       |            |                     |
| 14.   | 51644MA       |            |                     |
| 15.   | 51644YA       |            |                     |
| 16.   | 51645AA       |            |                     |
| 17.   | 51649AA       |            |                     |
| 18.   | 51650CA       |            |                     |
| 19.   | 51650MA       |            |                     |
| 20.   | 51650YA       |            |                     |
| 21.   | 92274A        |            |                     |
| 22.   | 92275A        |            |                     |
| 23.   | 92291A        |            |                     |
| 24.   | 92295A        |            |                     |
| 25.   | 92298A        |            |                     |
| 26.   | 92298X        |            |                     |
| 27.   | C18906A       |            |                     |
| 28.   | C1807A        |            |                     |
| 29.   | C1808A        |            |                     |
| 30.   | C1809A        |            |                     |
| 31.   | C1816AA       |            |                     |
| 32.   | C1823DA       |            |                     |

- |     |        |
|-----|--------|
| 33. | C1892A |
| 34. | C1893A |
| 35. | C1894A |
| 36. | C1895A |
| 37. | C3844A |
| 38. | C3845A |
| 39. | C3900A |
| 40. | C3903F |
| 41. | C3906F |
| 42. | C3909A |
| 43. | C3909X |
| 44. | C4092A |
| 45. | C4096A |
| 46. | C4127A |
| 47. | C4127X |
| 48. | C4129X |
| 49. | C4149A |
| 50. | C4150A |
| 51. | C4151A |
| 52. | C4152A |
| 53. | C4153A |
| 54. | C4154A |
| 55. | C4155A |
| 56. | C4156A |
| 57. | C4182X |
| 58. | C4191A |
| 59. | C4192A |
| 60. | C4193A |
| 61. | C4194A |
| 62. | C4195A |
| 63. | C4196A |
| 64. | C4197A |
| 65. | C4198A |
| 66. | C4800A |
| 67. | C4801A |
| 68. | C4802A |



|     |         |
|-----|---------|
| 69. | C4803A  |
| 70  | C4804A  |
| 71. | C4805A  |
| 72. | C4806A  |
| 73. | C4810A  |
| 74. | C4811A  |
| 75. | C4812A  |
| 76. | C4813A  |
| 77. | C4814A  |
| 78. | C4815A  |
| 79. | C4816A  |
| 80. | C4817A  |
| 81. | C4820A  |
| 82. | C4821A  |
| 83. | C4822A  |
| 84. | C4823A  |
| 85. | C4836AA |
| 86. | C4837AA |
| 87. | C4838AA |
| 88. | C4841AA |
| 89. | C4842AA |
| 90  | C4843AA |
| 91  | C4844AA |
| 92  | C4846A  |
| 93  | C4847A  |
| 94  | C4848A  |
| 95  | C4871A  |
| 96  | C4872A  |
| 97  | C4873A  |
| 98  | C4874A  |
| 99  | C4890A  |
| 100 | C4891A  |
| 101 | C4892A  |
| 102 | C4893A  |
| 103 | C4911A  |
| 104 | C4912A  |

|     |        |
|-----|--------|
| 105 | C4913A |
| 106 | C4920A |
| 107 | C4921A |
| 108 | C4922A |
| 109 | C4923A |
| 110 | C4930A |
| 111 | C4931A |
| 112 | C4932A |
| 113 | C4933A |
| 114 | C4934A |
| 115 | C4935A |
| 116 | C4940A |
| 117 | C4941A |
| 118 | C4942A |
| 119 | C4943A |
| 120 | C4944A |
| 121 | C4945A |
| 122 | C4950A |
| 123 | C4951A |
| 124 | C4952A |
| 125 | C4953A |
| 126 | C4954A |

| S.No. | Category Type | List Price | End User Price (Rs. |
|-------|---------------|------------|---------------------|
| 127   | C4955A        |            |                     |
| 128   | C4960A        |            |                     |
| 129   | C4961A        |            |                     |
| 130   | C4962A        |            |                     |
| 131   | C4963A        |            |                     |
| 132   | C4964A        |            |                     |
| 133   | C4965A        |            |                     |
| 134   | C4990A        |            |                     |
| 135   | C4991A        |            |                     |

|     |         |
|-----|---------|
| 136 | C4992A  |
| 137 | C4993A  |
| 138 | C4994A  |
| 139 | C4995A  |
| 140 | C5000A  |
| 141 | C5001A  |
| 142 | C5002A  |
| 143 | C5003A  |
| 144 | C5004A  |
| 145 | C5005A  |
| 146 | C5010DA |
| 147 | C5011DA |
| 148 | C5016A  |
| 149 | C5017A  |
| 150 | C5018A  |
| 151 | C5019A  |
| 152 | C5020A  |
| 153 | C5021A  |
| 154 | C5023A  |
| 155 | C5024A  |
| 156 | C5025A  |
| 157 | C5026A  |
| 158 | C5054A  |
| 159 | C5055A  |
| 160 | C5056A  |
| 161 | C5057A  |
| 162 | C5058A  |
| 163 | C5059A  |
| 164 | C5060A  |
| 165 | C5061A  |
| 166 | C5062A  |
| 167 | C5063A  |
| 168 | C5064A  |

| S.No. | Category Type | List Price | End User Price (Rs. |
|-------|---------------|------------|---------------------|
| 169   | C5065A        |            |                     |
| 170   | C5066A        |            |                     |
| 171   | C5067A        |            |                     |
| 172   | C5068A        |            |                     |
| 173   | C5069A        |            |                     |
| 174   | C5070A        |            |                     |
| 175   | C5071A        |            |                     |
| 176   | C5072A        |            |                     |
| 177   | C5073A        |            |                     |
| 178   | C5074A        |            |                     |
| 179   | C5075A        |            |                     |
| 180   | C5076A        |            |                     |
| 181   | C5077A        |            |                     |
| 182   | C5078A        |            |                     |
| 183   | C5079A        |            |                     |
| 184   | C5080A        |            |                     |
| 185   | C5081A        |            |                     |
| 186   | C5082A        |            |                     |
| 187   | C5083A        |            |                     |
| 188   | C5084A        |            |                     |
| 189   | C5085A        |            |                     |
| 190   | C5095A        |            |                     |
| 191.  | C5096A        |            |                     |
| 192   | C6578AA       |            |                     |
| 193.  | C6578DA       |            |                     |
| 194   | C6614DA       |            |                     |
| 195.  | C6615DA       |            |                     |
| 196   | C6625AA       |            |                     |
| 197.  | C6628AA       |            |                     |
| 198.  | C6656AA       |            |                     |
| 199.  | C6657AA       |            |                     |
| 200   | C6658AA       |            |                     |
| 201   | C7115A        |            |                     |
| 202   | C7115X        |            |                     |

|     |        |
|-----|--------|
| 203 | C8061A |
| 204 | C8061X |
| 205 | C8543X |
| 206 | C8550A |
| 207 | C8551A |
| 208 | C8552A |
| 209 | C8553A |
| 210 | C8554A |

**End User Price (Rs.**

**List Price**

**Category Type**

**S.No.**

|     |         |
|-----|---------|
| 211 | C8555A  |
| 212 | C8556A  |
| 213 | C8560A  |
| 214 | C8561A  |
| 215 | C8562A  |
| 216 | C8563A  |
| 217 | C8721ZZ |
| 218 | C8727AA |
| 219 | C8728AA |
| 220 | C8765ZZ |
| 221 | C8766ZZ |
| 222 | C8767ZZ |
| 223 | C8771ZZ |
| 224 | C8772ZZ |
| 225 | C8773ZZ |
| 226 | C8774ZZ |
| 227 | C8775ZZ |
| 228 | C9351AA |
| 229 | C9352AA |
| 230 | C9359AA |
| 231 | C9360AA |
| 232 | C9361ZZ |
| 233 | C9362ZZ |

|     |         |
|-----|---------|
| 234 | C9363ZZ |
| 235 | C9364ZZ |
| 236 | C9365AA |
| 237 | C9368AA |
| 238 | C9369ZZ |
| 239 | C9391A  |
| 240 | C9392A  |
| 241 | C9393A  |
| 242 | C9396A  |
| 243 | C9420A  |
| 244 | C9421A  |
| 245 | C9422A  |
| 246 | C9423A  |
| 247 | C9424A  |
| 248 | C9425A  |
| 249 | C9426A  |
| 250 | C9427A  |
| 251 | C9428A  |
| 252 | C9429A  |

End User Price (Rs.

List Price

Category Type

|       |        |
|-------|--------|
| S.No. |        |
| 253   | C9430A |
| 254   | C9431A |
| 255   | C9432A |
| 256   | C9433A |
| 257   | C9434A |
| 258   | C9435A |
| 259   | C9700A |
| 260   | C9701A |
| 261   | C9702A |
| 262   | C9703A |
| 263   | C9704A |
| 264   | C9720A |

|     |        |
|-----|--------|
| 265 | C9721A |
| 266 | C9722A |
| 267 | C9723A |
| 268 | C9730A |
| 269 | C9731A |
| 270 | C9732A |
| 271 | C9733A |
| 272 | CB271A |
| 273 | CB272A |
| 274 | CB273A |
| 275 | CB274A |
| 276 | CB275A |
| 277 | CB276A |
| 278 | CB293A |
| 279 | CB294A |
| 280 | CB296A |
| 281 | CB297A |
| 282 | CB299A |
| 283 | Q1338A |
| 284 | Q1339A |
| 285 | Q2610A |
| 286 | Q2612A |
| 287 | Q2613A |
| 288 | Q2624A |
| 289 | Q2670A |
| 290 | Q2671A |
| 291 | Q2672A |
| 292 | Q2673A |
| 293 | Q2681A |
| 294 | Q2682A |

| S.No. | Category Type | List Price | End User Price (Rs.) |
|-------|---------------|------------|----------------------|
| 295   | Q2683A        |            |                      |
| 296   | Q3683C        |            |                      |
| 297   | Q3960A        |            |                      |
| 298   | Q3961A        |            |                      |

|     |        |
|-----|--------|
| 299 | Q3962A |
| 300 | Q3963A |
| 301 | Q3964A |
| 302 | Q3971A |
| 303 | Q3972A |
| 304 | Q3973A |
| 305 | Q5703C |
| 306 | Q5920C |
| 307 | Q5921C |
| 308 | Q5922C |
| 309 | Q5923C |
| 310 | Q5942A |
| 311 | Q5942X |
| 312 | Q5945A |
| 313 | Q5949A |
| 314 | Q5949X |
| 315 | Q5950A |
| 316 | Q5951A |
| 317 | Q5952A |
| 318 | Q5953A |
| 319 | Q6000A |
| 320 | Q6001A |
| 321 | Q6002A |
| 322 | Q6003A |
| 323 | Q6460A |
| 324 | Q6461A |
| 325 | Q6462A |
| 326 | Q6463A |
| 327 | Q6470A |
| 328 | Q6471A |
| 329 | Q6472A |
| 330 | Q6473A |
| 331 | Q6511A |
| 332 | Q6511X |
| 333 | Q7516A |
| 334 | Q7560A |



335  
336  
337  
338  
339  
340

Q7561A  
Q7562A  
Q7563A  
Q7581A  
Q7582A  
Q7583A

