Tender No. /ED/SE-I/EE-VII/MMC-I/OT-I/G/ /20 - 20 , dt:
SOLD

To

Serial Number : 
Cash Receipt Number : 
SSI/NSIC/DGS&D Regn. No. :
Date :

SUPERINTENDING ENGINEER-I

Puducherry-605 001.
Date:

SAVE ENERGY – SAVE NATION
TERMS AND CONDITIONS

1. Tender form for the supply of __________________________________________________________

1.1. Sealed tender will be received on behalf of President of India by the Superintending Engineer–I, Electricity Department, Puducherry – 605 001, upto 11.00 a.m. on ______________ from all intending tenderer(s) for the supply of materials as per the specification. The tenders received after the due date and time will be rejected.

1.2. Tenders should be addressed to the Superintending Engineer–I, Electricity Department, Puducherry – 605 001 and should be sent in sealed covers with the following Superscriptions.

    Tender No.________________________ Due on______________

The envelope should be addressed only to the Superintending Engineer – I, Electricity Department, Puducherry–605 001. The envelope should also bear the name and address of the tenderer and seal, if any.

1.3 The tender should be as per the enclosed prescribed tender form. Otherwise the tender will be rejected.

1.4 (a) If the tender is made by an individual, it shall be signed with his full name and his postal address shall be given.

1.4 (b) If it is made by a firm, it shall be signed by the proprietor / M.D. as the case may be / authorized signatory. In case the tender is made by authorized signatory, the name & designation and satisfactory evidence of his authorization shall be produced. However both the proprietor /M.D. and authorized signatory are bound by the terms and conditions of the contract.

1.4 (c) If the tender is made by a Corporation, it should be signed by a duly Authorized Officer who shall produce with his tender satisfactory evidence of his Authorization. In case the tender is made by authorized signatory, the name & designation and satisfactory evidence of authorization shall be produced. However both authorized signatory and corporation are bound by the terms and conditions of the contract.

1.5 Earnest Money Deposit:
The Tenderer must pay as Earnest Money Deposit, a sum of Rs.--------------------- by a Demand Draft drawn on any Scheduled Bank or State Bank of India, drawn in favour of the Junior Accounts Officer /Budget & Expenditure, Electricity Department Puducherry – 605 001 payable at the State Bank of India, Puducherry. The cash receipt of the deposit thus made and issued by the Office of the Superintending Engineer – I, Electricity Department, Puducherry or the demand draft should be attached to the tender. Cash, Cheque or Bank Guarantee should not be sent and deposit made by Cheque will on no account be accepted. Firms registered permanently with NSIC or DGS&D or as permanent SSI Unit of the Government of the Puducherry for the manufacture/Supply of the electrical materials are exempted from payment of earnest money deposit. Tenders without Earnest Money Deposit or proof for claiming exemption from payment of Earnest money Deposit will be rejected in the first instance.

The EMD or exemption for claiming of EMD shall be submitted in a separate cover duly superscribed and an another cover shall contain technical and price bid duly superscribed and both these covers are put into a bigger cover which should be sealed and superscribed accordingly.

The Earnest Money Deposit will be refunded to the unsuccessful tenderer after the tender has been finalized and on receipt of application from them along with advance stamped receipt for the amount.

1.6. Validity of the tender:
Tenders should be valid for acceptance for a period of at least 90 (ninety) days from the date of opening / from the date of receipt of sample, whichever is latest as the case may be.

1.7. Guarantee:
The materials shall be guaranteed for satisfactory performance/working for a Period of twelve months from the date of commissioning or eighteen months from the Date of receipt of materials at stores. Any defects notified during this period shall be rectified free of charge to the satisfaction of the Department.
1.8 Sample:
Samples should be submitted along with tender a positively / within 10 days after Opening the tender at the tenderer’s cost and freight prepaid. Otherwise the tender is likely to be rejected. Unapproved samples will be returned to the Tenderer, if so required by the Tenderer, at his cost.

All samples shall bear suitable identification with the following information:

a. Specification Number and Date
b. Name of the Tenderer with full address
c. Name of the manufacturer with full address
d. Brief and complete description of the samples

1.9 Leaflets and Description Literature:
Full descriptive particulars and drawings of the equipments offered should accompany the tender. Information regarding the country of manufacture or origin of materials used in the Manufacturing of the articles should be furnished as applicable.

1.10 Deviations:
Deviations from any standard specification or clauses of specification should be clearly pointed out. Clauses not so commented upon shall be taken as agreed by the tenderer and will be binding on him.

1.11 Tender Opening:
Tenders will be opened by the Superintending Engineer–I, or his representative Electricity Department, Puducherry 605 001, at 3.30 PM on due date.

The Tenderer or their authorized agents with an authorisation & specimen signature duly attested by the tenderer may choose to be present at the time of opening of tender. The tender receiving office will on opening of tenders prepare a statement of rate quoted and other major terms & conditions of the tender and statement shall be signed by the tenderer / representative of the tenderer who are present at the time.

1.12 The Superintending Engineer –I, Electricity Department, Puducherry reserves the right to reject any or all tenders, award any portion of the order to any one Tenderer or more tenderer irrespective of the rates being equal or not, and at his discretion increase or decrease the quantity while ordering and during the period of contract after ordering on any of the orders or all orders.

1.13 Security Deposit:

a. When a tender is to be accepted the Tenderer whose tender is under consideration, on being issued provisional order to him by Superintending Engineer-I, Electricity department, Puducherry of acceptance of that tender shall make security in cash at this office or by Demand Draft drawn in favour at The Junior Accounts Officer /Budget & Expenditure, Electricity Department, Puducherry and payable at Puducherry or National Savings Certificate or National Defense Certificate or kisan Vikas patras or Indra Vikas Pathras or fixed deposit receipts or Term deposit receipts or Multi benefit and Old age Deposit Receipts obtained from Nationalized Banks for the periods decided by the department to make up the security deposit of 5% of the cost of the supply of materials within a week from the date of intimation under consideration of order. Failure to make up the security deposit as defined above may entail forfeiture of the Earnest Money Deposit/security Deposit will be reported to NSIC/Industries Department, Puducherry for taking suitable action against such firms and if necessary to remove from the list and this will be without prejudice to department action as deemed fit”.

b. The security of 5% together with the Earnest Money of 2.5% shall be retained as Security Deposit for the due fulfillment of the contract. The Security Deposit and Earnest Money Deposit made by the contractor will not bear any interest. After the deposit of Security of 5% of the cost of the Materials to be supplied, a supply order will be placed on the supplier which should be duly acknowledged. Failure to acknowledge the receipt of order / non effecting of supply as per order may entail forfeiture of the total Security Deposit and cancellation of the purchase order without prejudice to the right of the department to recover the losses incurred in this regard.

c. If the department issue Provisional Order to the successful tenderer within the validity period then this is deemed to be placed order with the firm. The firm should furnish Security Deposit amount within the date specified in the provisional order failing which the provisional order shall be liable for cancellation at the risk and expenses of the firm.

d. On complete fulfillment of the contract by the supplier to the satisfaction of the Department, the Security Deposit and Earnest Money paid by the Tenderer shall be returned to him after the guarantee period within a reasonable time after deducting the amount, if any, due to the Department on receipt of request from the supplier with advance stamped receipt as applicable.
2. RATE AND CONDITIONS

2.1 Rates:
The lowest rates quoted by the Tenderer should be firm, in rupees for free delivery at the destination / stores of this department and should include Customs, Import, Excise Duties, and Insurance and freight charges. The Purchaser will not pay separately for transit insurance. The statutory levy where legally leviable and intended to be claimed from the purchaser should be distinctly shown along with price quoted. If this is not done, no claims of statutory levy will be admitted at any later stages and on any ground whatsoever.

Appropriate sales tax if any found admissible will be paid over and above the Purchase Price in accordance with the provisions of the relevant Sales Tax Act in force. Provided always it is hereby agreed and declared that in case where the Department has doubt whether the sales tax is at all payable on the transaction in question, the department is hereby authorized to withhold the amount of tax until the party produces an order of court / competent Jurisdiction / competent authority, declaring the liability of the transaction to Sales Tax.

2.2. Delivery:
The period of delivery should be specified. Ex-stock, quick and short delivery will be normally given preference. Delivery for the part supply/supplies and the period required to complete the order in full should also be specified. The delivery period should be kept up and no excuse such as lack of booking facilities etc., will be accepted. In case goods booking cannot ensure delivery within the scheduled period, booking should be done by lorry or other mode of road transport without extra cost to the Department and it is always the Supplier’s responsibility to arrange for the transport. Any delay will be viewed seriously and suitable liquidated damages will be imposed if necessary. The Tenderer should take these into consideration when quoting. The delivery period specified in the tender should be clear and the specific terms should be guaranteed by the Tenderer under our liquidated damages clause given as follows:

a. Should delivery be delayed by strike lockouts, fire accidents or any clauses whatsoever beyond the reasonable control of the contractor and whether such delay or impediment occur before or after the time or extended time for dispatch or completion, a reasonable extension of time shall be granted.

b. If supplies to be tendered against this contract are made by the contractor beyond the delivery period stipulated in the contract and they are accepted by the Department. Such acceptances are without prejudice to Department’s rights to levy liquidated damages for the delay in supply governed by liquidated damages clauses.

c. The delivery should be made Free delivery at Central Stores, Electricity Department, Puducherry.

2.3 Extension of Delivery period
No extension of time beyond that delivery period quoted will normally be granted.

2.4 Loss or Damage
Ownership of the materials will rest with the contractor until delivery in good condition to the consignee at the destination. External damages or shortages that are prima face, due to the results of rough handling during transit to site or due to defective packing will be intimated within 15 Days of the arrival of the materials by the consignee. Internal defects, Damages etc. which cannot ordinarily be detected on superficial visual examination through due to bad handling in transit or defective packing could be intimated within two months from the date of receipt of these materials at site and also by consignee. In either case the damaged or defective materials should be replaced by the contractor at free of cost.

2.5 Liquidated damages:
If the contractor fails in the due performance of his contract within the time fixed by the contract and the purchaser has suffered any loss from the delay occurred by such failure, the contractor is liable at the discretion of the purchaser to a liquidated damages up to 0.5% of the contract value of such portion of the material only that have not been delivered on the specified date for each week of delay between the appointed or extended time as the case may be and the actual time of acceptance of supply, but shall not in any case exceed 10% of the contract value of such portion of the materials. If the supplier fails to supply the material, the excess cost involved in purchasing the same from some where else shall be recovered from any amount payable to the supplier by this department.

2.6 Payment:
100% will be made within 30 days on receipt of materials in good condition at destination & acceptance by the department and receipt of bills in triplicate along with advance stamped receipt for the amount. All payments will be made only after the approval of the Test Certificate / quality of materials. No other terms of payment will be accepted. Payment for the supplies will be made by Demand Draft in rupees on the State Bank of India, Puducherry or any other branches of the State Bank of India.
2.7 Tests:
Manufacturer’s certificate / Routine test specified in the IS of latest issues certifying that the test results confirm to IS should be forwarded. The materials shall be rejected if the test results are not satisfactory.

2.8 Guarantee:
Where test certificate is not called for in the order, written guarantee should be furnished wherever necessary guaranteeing the Department against defects in the goods supplied either in materials or workmanship and this being operative for a period of 18 (eighteen) months from the date of receipt of materials at site in good condition. Any of the goods found defective within guarantee period shall be replaced at free of cost.

2.9 General Conditions:
a. The contractor is responsible for all acts done either by him or by his servants or representatives.
b. In case of all disputes it should clearly be understood that the decision of the Superintending Engineer-I, Electricity Department, Puducherry will be final.
c. Any notice to the contractor shall be deemed to be efficiently served if it is given in writing by post to his usual address or latest known place of business.
d. The Contract once awarded is not transferable.

COMMODITY:

QUANTITY :

SUPERINTENDING ENGINEER-I
TENDER FORM

From

To

The Superintending Engineer-I,
Electricity Department,
Puducherry-605 001.

Sir,

Sub: Tender specification No. .. .. .. ..
for the supply of .. .. .. .. .. .. .. ..

Referring to the above tender specification, I am submitting herewith my tender as detailed below:

1. Tender for the supply of :
2. Quantity :
3. Basic price /Unit (Rupees in Words also) :
4. Rate and amount of excise duty :
5. Rate and amount of education Cess :
6. Rate and amount of sales tax :
7. Freight, insurance and other charges :
8. Discount, if any :
9. Net price/Unit (Rupees in Words also) :
10. Total net price (Rupees in Words also) :
11. Terms of delivery : Free delivery at Central Stores, Electricity Department, Puducherry
12. Period of delivery (to be reckoned from the date of regular supply order) :
13. Terms of payment (See Para 2.6 of Tender Condition) : 100% within 30 days on receipt of the materials in good condition.
14. Validity of the offer (See Para 1.6 of Tender Condition) : 90 days from the date of opening
15. Guarantee period (See Para 2.8 of Tender Condition) :
16. Whether permanently registered with NSIC/DGS & D/SSI of Pondicherry for the items quoted. (Photostat copies of the certificate to be enclosed) :
17. Whether agreed to pay security deposit as per condition 1.13 :
18. Details of earnest money deposit furnished:

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19. Whether type test certificate obtained from Government approved laboratory is enclosed:

20. Whether the item quoted bears ISI mark/Conforms to IS specification:
   (Photostat copies of the certificate to be enclosed):

21. Whether sample enclosed/will be furnished within 10 days:

23. Whether income-tax certificate enclosed:

I agree to supply the materials at the above rates and agree to all the conditions set forth in the Tender Specification.

Yours faithfully,

Enclosure:

2. Sample