

e-Tender Fees Rs.-----

e-TENDER FORM**(NON TRANSFERABLE)****Chhattisgarh State Industrial Development Corporation Limited**

(A Government of Chhattisgarh Undertaking)

MARKETING DIVISION

1st Floor, Udhog Bhawan Ring Road No. 1, Telibandha Raipur (C.G.) 492006
 website : www.csidc.in, mail : csidcrpr@rediffmail.com, csidc.cg@nic.in, csidc.cg.@gov.in

(NIT No 93 DATED 26-09-2023)**(ITEM - LED TV (Interactive Panel & Accessories))**

- This e-Tender booklet consists of:-
- | | | |
|-------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------|
| a) CSIDC Form No. 4 | - | Invitation to Tender |
| b) CSIDC Form No. 4 (A) | - | Acceptance of Terms & Conditions |
| c) CSIDC Form No. 5 | - | Schedule to Tender |
| d) CSIDC List No. 1 | - | Questionnaire |
| e) CSIDC Form 1 | - | General Conditions of Contract, Special Conditions Governing
Rate Contracts, Special Conditions Governing Plant & Machinery |
| f) CSIDC Form 2 | - | Instructions to Tenderers and Direct Demanding Officers /
Consignees |
| g) Appendix Form 4 | - | INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR
e PROCUREMENT SYSTEM |
| h) Appendix Form 5 | - | PRE-CONTRACT INTEGRITY PACT |

- Note :
- Suppliers registered on Go CG e-Procurement Portal can download tender document free of cost from the sub portal <http://eproc.cgstate.gov.in> The tender documents containing detailed terms & conditions are available for free download on Go CG e-Procurement Portal <http://eproc.cgstate.gov.in> through sub portal of Chhattisgarh State Industrial Development Corporation Limited. [http:// eproc.cgstate.gov.in](http://eproc.cgstate.gov.in) Bidders have to quote their prices online along with Technical and Commercial bids in prescribed formats on the above mentioned portal only.
 - The Tender will be opened online in the presence of the tenderers or his / their representative who may choose to be present
 - Any kind of alteration / deletion in Tender Specifications, Terms and Conditions over the web based Tender Document, will not be accepted by the department what-so-ever may be the reason & such offer will be considered non-responsive & is liable to be ignored.

The Bidders intending to participate in this Tender are required to get enrolled on the above mentioned website and get empanelled on the Sub – Portal (if Required) of Chhattishgarh State Industrial Development Corporation Limited. Enrolment on the above mentioned Portal is mandatory.

As the online Bids are required to be digitally signed, Bidders are required to obtain Class – II Digital Signature Certificates (DSCs). The Bidders may contact **M/s Mjunction services Limited** The interested tenderers for online submission of tender may contact CG eProc Helpdesk. Operated by Mjunction Services Limited. They may reach Helpdesk using 1800 419 9140 (from 9 AM to 11 PM) (therein press 2 for CG e-Proc) or you can email them at Helpdesk.eproc@cgswan.gov.in

The Bidders are also invited to get themselves trained on the operations of the e-Procurement System. Bidders may get in touch with the Service Provider of the e-Procurement System for confirming the time and date for their training session.

CSIDC Form No. 4
INVITATION TO TENDER

CHHATTISGARH STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
A GOVERNMENT OF CHHATTISGARH UNDERTAKING

TENDER ENQUIRY NO. Date
Tender document can be downloaded online free of Cost from Portal [http:// http://eproc.cgstate.gov.in](http://http://eproc.cgstate.gov.in) No. Date

To,
M/s
.....
.....

Dear Sir,
On behalf of the Governor of Chhattisgarh. Online tenders are invited in Two Bid System (Technical Bid & Financial Bid) for the supply of stores detailed in said schedule.

2. The conditions of contract which will govern any contract made are contained in Pamphlet entitled General conditions of contract (GCC) applicable to contracts placed by the Central Purchase Organization of Government of Chhattisgarh CSIDC Form-1 and Instructions to DDO's contained in Form-2 as amended upto date and those contained in the Schedule containing the various instructions to tender quoting against the tender issued by the C.S.I.D.C. Any special conditions attached to this invitation to tender will also form part of the conditions.

In case of any dispute, the above mentioned books in English language will be final.

- 3. The above Schedules and CSIDC Form 1 & 2 can be obtained Online
- 4. If you are in a position to quote for supply in accordance with the requirements stated in the attached tender, CSIDC form No. 4(A) & 5 attached herewith, should be duly filled online and digitally signed. You must also furnish with your tender all the information called for as indicated in the Schedule & CSIDC Forms. A list of questions to be answered is attached, which should also be returned with the tender, failing which your tender will be liable to be ignored and not considered.
- 5. Tender shall be submitted online.

Yours Faithfully

I/c Chief General Manager (Mkt.)

CSIDC form No.- 4 (A)

To,
The Managing Director
Chhattisgarh State Industrial Development Corporation Ltd.
Raipur

Dear Sir,

I/we hereby offer to supply the stores detailed in the schedule here or such 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 till.....I/we shall be bound by a communication of acceptance dispatched within the prescribed time.

2. I/we have understood the General Condition of Contract contained in CSIDC Form no. 1 & Instructions to DDO's / Consignees contained in CSIDC Form no. 2 and have thoroughly examined the specifications drawing and, or, pattern quoted in the schedule placed hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender.....

Signature of Tenderer

1. Full name & address of the person signing
(in block letters)
2. Whether signing as Proprietor / Partner /
Constituted Attorney duly authorized
by the Company

**CSIDC Form No. 5
SCHEDULE TO TENDER**

**CHATTISGARH STATE INDUSTRIAL DEVELOPMENT CORPN. LTD.
(A Government of Chhattisgarh Undertaking)
Udhyog Bhawan Ring Road No. 1, Telibandha Raipur (C.G.) 492006**

1. Tender Enquiry No. (Please See Annexure – A) (NIT)
2. Tender to be submitted online : (Please See Annexure - A) (NIT)
3. Time & Date: (Please See Online Loaded Schedule)
4. Tender shall remain valid for acceptance for a period of 90 days from the actual date of tender opening (if declared a holiday, the offer shall remain valid till 90 days from the next working day)
5. Period of R/C :
6. Estimated drawls : Not Yet Assessed
7. On behalf of the Governor of Chhattisgarh, sealed tender in Two Bid System (Technical Bid & Financial Bid in separate covers) on the prescribed forms are invited for conclusion of Rate Contract from the Units Enlisted in the CSIDC Registration only for the following Items :

Item No.	Description of stores	Unit	Rate Per unit (Rs.)
1.	(Please See Annexure - B) (Specification)	Complete Unit As per Annexure-B	Rates to be quoted in online Envelope-B

Note : The tenderer shall indicate prices in figures & words clearly.

8. Terms of Delivery : Prices should be quoted on FOR destination basis.
9. GST, GST/ : A) GST
VAT / OCTROI & LOCAL TAXES The Tenderers must clearly indicate the rate / quantum of GST applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of GST. They should also indicate their GST Registration. In the case of Small Scale Industrial Units, they should indicate the rates of GST in various turnover slabs.
If a tenderer states that the GST is NIL, he must quote and enclose the basis for the same and also confirm that no GST will be charged by him under any circumstances.
If a tenderer states that the GST is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded by the normal rate of GST for the equitable comparison of prices. If however, the tenderer confirms that they shall not charge any GST

even if it becomes payable at a later date for whatever reasons, no loading of GST in such a case will be done. The tenderer should furnish the details of their turn over and the GST paid by them in the last three financial years in the following formats:-

Financial Year	Total Turnover	Total GST Paid	GST Paid On subject stores
Last			
One Year Before			
Two Years Before			

B) GST

Tenderer should indicate whether the prices quoted are exclusive or inclusive of GST. They should indicate the rate(s) of Local SGST as well as CGST with and without concessional Forms. In case, they are exempted from payment of GST, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

C) Octroi and Local Taxes

Normally the stores supplied to Government Departments against Government Contracts are exempted from levy of Town duty, Octroi Duty, Terminal Tax and other levies of local bodies against production of Exemption Certificate from authorized officers. Whenever required, the Contractors should approach the Purchaser / Indenter / Consignee for the same in time along with dispatch details to avoid payment of such local taxes or duties. Provisions as per clause 13 & 14 of CSIDC Form 2 may also be referred.

10. DISCOUNT : Please indicate quantity/slab discount offered.

11. Earnest Money Deposit :

- a) Tenderers are required to furnish Earnest Money Deposit as indicated in NIT . The earnest money will be submitted in the form of Demand Draft only in favor of **CSIDCL Main Office (Receipt a/c)** payable at Raipur & drawn on any scheduled commercial bank.
- b) The Small Scale units & Cottage Industries situated in the State of Chhattisgarh & registered with District Trade & Industries Centre (DTIC) will be exempted from furnishing of Earnest Money Deposit. on production of Competency Certificate from DTIC Valid as on Date on NIT
- c) No interest will be payable on the Earnest Money Deposit.

- d) The Earnest Money of the unsuccessful tenderers shall be refunded within a limit of 90 days.
- e) Earnest Money of successful tenderer shall be kept with CSIDC Ltd. till the Currency of Contract. In case of R/C, Earnest Money Deposit will be kept for another period of three months from the date of expiry of Rate Contract.

12. GENERAL TERMS & CONDITIONS

- i). General Terms & Condition governing Contract concluded by CSIDC are contained in form No. 1. Tenderer is advised to go through all terms and conditions carefully as it will form the part of this tender and resultant contract. Terms and conditions given in this SCHEDULE TO TENDER will override the general terms and conditions where ever applicable.
- ii) Delayed/Late Tender i.e. received after the specified time of its receipt will not be accepted.
- iii) Offers submitted from any station other than for which the Manufacturer has given authorization to the tenderers, will be rejected.
- iv) Prices shall be firm & final during the currency of the contract.
- v) Price should be quoted on FOR destination basis.
- vi) Letter head /Telegraphic / Telex / Fax quotations without complete tender documents will be summarily ignored.
- vii) Tender with shorter validity than asked for will be ignored.
- viii) Tenders either not indicating the delivery period or indicating in vague terms such as “immediately” or “as early as possible” which is not same as per Delivery Period indicated in Tender Enquiry, shall be summarily rejected.
- ix) There should be no ambiguity in the offer. If offer contains ambiguous stipulations or avoids specific reply to the queries in the tender documents, such offers are liable to be ignored.

13. Tenderers may please note that the contract shall be awarded only if firm is Enlisted in the CSIDC Registration Only for the Unit located in the Chhattisgarh State and outside the Chhattisgarh state.

14. DELIVERY PERIOD : Please indicate guaranteed monthly rate of supply

15. PRE DESPATCH INSPECTION

- a) Inspection Authority : As mentioned in Rate Contract.
- b) Inspecting Officer : As mentioned in Rate Contract.

16. MODE OF TRANSPORT : By Rail / Road

- 17. a) PAYING AUTHORITY : Payment will be made directly by the DDO who will indicate the paying authority in the supply order.
- b) PAYMENT TERMS : As per clause 19 of CSIDC Form 1(A)
- c) INSPECTION CHARGES : As mentioned in Rate Contract. Inspection charges is to be deposited by the supplier to the Inspecting Officer at the time of giving Inspection Call. The amount will be reimbursed by the paying authority.

18. NAME OF PURCHASER : Governor of Chhattisgarh State

19. STORES REQUIRED AT : Various places in Chhattisgarh State.

20. SUBMISSION OF TENDER : Tenders are to be submitted online in Two Bid System (Technical Bid & Financial Bid in online forms meant to

fill the technical and financial details in respective envelopes).

In this regard, there will be online envelopes Tenderers have to submit their TECHNICAL BID And Scan copy of EMD / Competency Certificate in TECHNICAL BID ENVELOP – A and FINANCIAL BID in FINANCIAL BID ENVELOP. **All** Bids should be submitted online before the Due Date and Time.

Tenderer should comply with following conditions
With supporting documents, failing which tender is liable to be rejected:-

Contents of Envelop – A & B

(List of Essential Documents to be submitted along with Technical Bid)

(1)	Valid CSIDC Registration Certificate for the quoted items
(2)	Notarized Affidavit from Tenderer As per Annexure-A (To be Furnished by the Tenderer on Rs. 50/- Non Judicial Stamp Paper)
(3)	EMD in the form of demand draft favoring CSIDCL Main Office (Receipt a/c) OR The Small Scale units & cottage industries situated in the State of Chhattisgarh & registered with District Trade & Industries Centre (DTIC) will be exempted from furnishing of Earnest Money Deposit, on Production of competency certificate from DTIC, Valid as on date of NIT.
(4)	Technical Compliance Statement as per Annexure-B

NOTE : 1. **The documents listed From Sr. No. (1) to (4) must be submitted along with the Technical Bid, failing which the bid will not be considered for opening of Financial Bid.**

Contents of Manual Envelope – A

- i) Earnest Money Deposit of Rs. (Please See NIT) which can be deposited in the form of Demand Draft only in favor of **CSIDCL Main Office (Receipt a/c)** payable at Raipur & drawn on any scheduled commercial bank.

Contents of Online Envelope – B

21. **EVALUATION OF TENDER** : i) Financial Bid is to submitted online in this envelope
For evaluation of tenders, the price comparison of Manufacturing Units situated within the State of Chhattisgarh and out of Chhattisgarh State will be compared on the basis of financial bid.
22. **PRICE PREFERENCE** : For fixation of rates, the SSI manufacturing units located in Chhattisgarh State will be given 10% price preference over Medium & Large scale Units and also against the Small Scale Units situated outside the State of Chhattisgarh.
23. **PURCHASE PREFERENCE** : Manufacturing SSI units situated in Chhattisgarh State will be given 5% Purchase Preference over the manufacturing units situated outside the State. In case, manufacturing unit of Chhattisgarh State holds a valid BIS License as on date of tender opening, it will be given 10% Purchase Preference over the manufacturing units located out of the State.
24. **PERFORMANCE OF RATE : CONTRACT HOLDING FIRMS** : If participating tenderers was a Rate Contract holder, following performance criteria will be kept in view while finalizing the rate contract :-
1. The minimum performance level against current rate contracts as on cut off date (Please see Annexure – D) should not be less than 85%.
 2. The Tenderers, who held rate contract immediately preceding the current rate contract should not have a backlog exceeding 5% of the total quantity ordered against such previous rate contract on the cut off date (Please see Annexure – A)
 3. There should be no backlog in respect of earlier such rate contract to the one referred above.
 4. Any contractor having performance level lower than 85%, 95%, 100% respectively as mentioned above, may not be awarded the next rate contract even if eligible on other grounds. However, the purchaser reserves the right to consider the firms who have executed / supplied stores to lower extant.

The Rate Contract holding firms are required to submit performance report for rate contract of subject item (s) held by them alongwith the tender, or (as per Note's point no-2) forming its integral part showing their performance upto the cut off date in the format as per Annexure Two copies of this report should be furnished by the firm to the inspecting officer of area concerned with request to verify the correctness and return them duly verified and stamped for submission with their tender.

25. AVAILABILITY OF TENDER ENQUIRY : The Tender Enquiry can be seen on the portal [http:// eproc.cgstate.gov.in](http://eproc.cgstate.gov.in) The Tender document can be downloaded free of cost from the above mentioned portal Tender must be submitted online
26. SPECIAL TERMS AND CONDITIONS : (Please See Annexure – A & B)
27. TENDER ENQUIRY CONSISTS OF THE FOLLOWING :
- a) Invitation to Tender - CSIDC Form No. 4
 - b) Acceptance of Terms & Conditions CSIDC Form No. 4 (A)
 - c) Schedule to Tender – CSIDC Form No. 5
 - d) Questionnaire – CSIDC List No. 1
 - e) General Conditions of Contract, Special Conditions Governing Rate Contracts, Special Conditions Governing Plant & Machinery - CSIDC Form 1
 - f) Instructions to Tenderers and Direct Demanding Officers / Consignees - CSIDC Form 2

NOTE :

- 1) Scanned copy of Photocopies of all documents submitted should be duly attested by the tenderer with his dated signature indicating name & designation.
- 2) “TENDERS ARE TO BE SUBMITTED online IN TWO BID SYSTEM (TECHNICAL BID & FINANCIAL BID). IN THIS REGARD, there will be online ENVELOPS THE TENDERERS ARE TO SUBMIT THEIR BID ONLY IN THE online ENVELOPS PROVIDED TENDERERS HAVE TO SUBMIT THEIR TECHNICAL BID and , EMD / COMPETENCY CERTIFICATE IN online TECHNICAL BID ENVELOP A AND FINANCIAL BID IN online FINANCIAL BID ENVELOP-B **BEFORE THE DUE DATE AND TIME. THE DETAILS OF ALL ENVELOPS MUST BE FILLED OTHERWISE THE TENDER WILL BE REJECTED.**”
- 3) CSIDC reserves right to call for Capacity Report on Firms from any Government / Semi Government Technical Agency.

UNDERTAKING BY THE TENDERER

“IT IS CONFIRMED THAT ALL TERMS & CONDITIONS CONTAINED IN CSIDC FORM 1 & 2 AND THOSE MENTIONED IN THIS TENDER ENQIRY HAVE BEEN UNDERSTOOD AND ACCEPTED.”.

Full Name and address of the person signing
(in block letters).

Whether signing as Proprietor/Partner/ Constituted
Attorney duly authorized by the Company.

CSIDC List No. 1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL QUESTIONS GIVEN BELOW,
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT
CLEAR AND/OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED

No	Questionnaire	If Yes fill-up the desired information and scanned the copy of Documents
1	Name of the Firm/Unit/Company & Registered Addressed Mobile No. Phone No.	
2	Name of the Manufacture Unit & Factory Addressed Mobile No. Phone No.	
3	e-Tender No..... Due for opening on	
4	Offer is open for acceptance 90 days	
5	Whether the stores offered fully confirm to the technical particulars and Specification/Drawing, specified in the schedule to tender. If not, mention the details of deviations.	
6	If a copy of neither partnership agreement nor the general power of attorney has previously been furnished to the C.S.I.D.C. please attach to the tender a copy of either document on which reliability is placed for authority of partner or the partners signing the tender to refer disputes to arbitration. The copy should be attested by a Notary public or its execution should be admitted by the affidavit on a properly stamped paper by all the partners.	
7	If authority to refer disputes to arbitration has not been given to the partner signing the tender the tender must be signed by each and every partner of the firm.	
8	State specifically: — Whether the price tendered by you is to the best of your knowledge and belief not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or domestic as well as Govt. purchaser, if not state the reason thereof, & also indicate the margin of difference	
9	State whether business dealing with you have been banned by any Ministry/Department of Govt. of India / Chhattisgarh/ Any State or Union Territory or C.S.I.D.C.?	
10	Please confirm that you have read all the instructions carefully and have complied with accordingly	

Signature of Tenderer

Full Name and address of the person
Signing (in block letters).

Whether signing as Proprietor/Partner/
Constituted Attorney duly authorized by
the Company.

(To be Furnished by the Tenderer on Rs. 50/- Non Judicial Stamp Paper)**Annexure-A****Notarized Affidavit From Tenderer****Declaration/Undertaking**

I/We, M/S ----- (Name of Tenderer) represented by its proprietor/Managing Partner/Managing Director having as Registered office at ----- (Office Addressed) and the its factory premises at ----- (Factory Addressed) do declare that I/We have Carefully read all the condition of tender in Ref. No. ----- (Tender No.) for supply of ----- (Item Name) floated by the Chhattisgarh State Industrial Development Corporation Limited. Raipur and accepts all conditions of tender. I/We agree that the Purchaser for forfeiting the EMD/ Bid Security and OR Performance Security Deposit and Debarring/Black listing me/us for a period of 2 to 3 years, if any information furnished by us proved to be found false, misleading, mala-fide at any time of inspection and not complying the tender condition.

Signature

Seal
To be Attested by the Notary-

Name & Address of Tenderer

Annexure-“B”**Format of Technical Compliance Statement:****Tender No -----Item Name -----**

SCHEDULE		Specification as per Tender Enquiry	Compliance to Tender Enquiry Specifications (YES / NO)	In case of non-compliance, deviation from tender enquiry specifications to be indicated in unambiguous terms
No.	Item Code			
1	2	3	4	5

Name of Signatory Tenderer

With Seal & Date

Annexure-“D”**(Applicable for Ex Rate Contract holding Firm of CSIDC)**

Consolidated Performance Statement of the Period as on _____

Rate Contract No. _____ Dated _____

Validity from _____ To _____

Part – “A”**Proforma of Performance Statement of Supply Orders placed by Direct Demanding Officers :-**

Total value of the Orders received upto cut off date of	Value of the orders received which were due for supply by the cut off date mentioned in Col. 1	Value of the orders supplied as per Col. 2	Value of the orders for which supply is not due by the cut off date mentioned in Col. 1	Reasons for delay in the execution of the supply order (if any)
1	2	3	4	5

Part – “B”**Proforma for reporting cancelled / withdrawn orders as on cut off date against Rate Contract :-**

Name of DDO's	Supply Order no. & date	Value of the order	Delivery Period	Date of Cancellation / Withdrawal	Reasons for Cancellation / Withdrawal
1	2	3	4	5	6

Checked & Countersigned

Signature of concerned Officer
with Office SealSignature & Designation of the
Authorized Signatory of the firm
With Office Seal

CSIDC Form No. 1
NON TRANSFERRABLE

Chhattisgarh State Industrial Development Corporation Limited

(A Government of Chhattisgarh Undertaking)

Marketing Division

Udhyog Bhawan Ring Road No. 1, Telibandha Raipur (C.G.) 492006
website : www.csidc.in email : csidcrpr@sify.com)

CSIDC Form 1 includes:

- Form 1/A - General Condition of Contract (GCC)**
- Form 1/B - Special Conditions Governing Rate Contracts**
- Form 1/C - Special Conditions Governing Plant & Machinery**

*General Condition of Contract Applicable to Contracts Placed By CSIDC,
The Central Purchase Organization of The Government of Chhattisgarh*

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

- (1) In the Contract the General and Special Conditions governing it, unless the context otherwise requires :
- (a) “Acceptance of Tender” means the letter or memorandum communication to the contractor the acceptance of his tender and includes an advance acceptance of his tender;
 - (b) “Consignee” means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person; and in any other case, the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified
 - (c) “Contract” means the invitation to tender, instructions to tenders, tender, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor;
 - (d) “Contractor” means the person with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be;
 - (e) “Drawing” means the drawing or drawings specified in or annexed to the Schedule or specification;
 - (f) “Inspector” means the person specified in the contract for the purpose of inspection of the stores or work under the contract and includes his authorized representative;
 - (g) “material” means anything used in the Manufacturer or fabrication of the stores;
 - (h) “Particulars” include –
 - (i) specification;
 - (ii) drawing;
 - (iii) Pattern bearing the seal and signature of the Inspector (hereinafter called the sealed pattern) which shall include also a certified copy hereof sealed by the Purchaser for the guidance of the Inspector;

- (iv) sample sealed by the purchaser for the guidance of the Inspector (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the inspector,
- (v) trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the industry;
- (vi) proprietary mark or brand means the mark or brand of a product which is owned by an industrial firm
- (vii) any other details governing the construction, Manufacturer or supply of stores as may be prescribed by the contract.
- (i) “Purchase Officer” means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (j) “Purchaser” means the purchaser named in the Schedule of acceptance to the tender and include his successors or assignees;
- (k) “Managing Director” means the Managing Director of Chhattisgarh State Industrial Development Corporation Ltd., Raipur for the time being in administrative in charge of Marketing Division of Chhattisgarh State Industrial Development Corporation Ltd., Raipur and includes I/c Chief General Manager (Marketing) of Chhattisgarh State Industrial Development Corporation Ltd., Raipur who is authorized for the time being to execute relevant contract relating to purchase and supply of stores on behalf of the purchaser;
- (l) “Schedule” means the Schedule annexed to the acceptance of tender;
- (m) “Signed” includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (n) “Site” means the place specified in the Schedule at which any work is required to be executed by the contractor under the contract or any other place approved by the Managing Director for the purpose;
- (o) “Stores” means the goods specified in the schedule which the contractor has agreed to supply under the contract;
- (p) “Supply Order” means an order for supply of stores and includes an order for performance of service;
- (q) “Test” means such test as prescribed by the particulars or considered necessary by the inspector within the ambit of the specifications whether performed or made by the Inspector or any agency acting under the direction of the Inspector;
- (r) “Unit” and “Quantity” means the unit and quantity specified in the Schedule;

- (s) “Writing” includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal, as the case may be.
- (t) “Valid as on date of NIT for the quoted item” shall mean essential documents of Envelop – A valid from NIT date OR date of submit Bid Online. (Last date of online Submission)
- (2) The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval by the Inspector; to
 - (i) the consignee at his premises, or
 - (ii) where s provided the interim consignee at his premises, or
 - (iii) a carrier or other person named in the contract as an interim consignee for the purpose of transmission to the consignee.
 - (iv) the consignee at the destination station in case of contracts stipulating for delivery of stores at destination station.
- (3) Words imparting the masculine gender shall be taken to include the feminine gender and word imparting persons, shall include any company or association or body of individuals, whether incorporated or not.
- (4) The heading of these conditions shall not affect the interpretation or construction thereof.
- (5) Terms and expressions not being defined shall have the meaning assigned to them if any in the Indian Sale of Goods Act, 1930, or the Indian Contract Act, 1872 or the General Clauses Act, 1897, as amended from time to time.

2. (a) Parties

The parties to the contract are the contractor and the Purchaser, named in the Schedule.

(b) Authority of Person signing the Contract on Behalf of the Contractor

A person signing the tender or any other document in respect of the contract

on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the Managing Director may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase. The provisions of clause 14 shall apply to every such purchase as far as applicable.

- (c) Address of the contractor and notices and communications on behalf of the purchaser
- (i) For all purposes of the contract including arbitration there under, the address of the contractor mentioned in tender shall be the address to which all communication addressed to or contractor shall be sent unless the contractor has notified a change by a separate letter sent by registered post acknowledgment due to the CSIDC Ltd. The contractor shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- (ii) Any communication or notice on behalf of the purchaser, in relation to the contract may be issued to the contractor by purchase officer and all such communications and notices may be served on the contractor either by registered post or any other mode of written communication as deemed necessary by such officer.

3. ***Authority of the Managing Director***

For all purposes of the contract including arbitration proceeding there under the Managing Director shall be entitled to exercise all the rights and powers of the Purchaser.

4. ***Responsibility of the Contractor for Executing the contract.***

- (1) Risk in the stores – The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the Schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all losses, destruction, damage or deterioration of OR to the stores from any cause what so ever while the stores after approval by the inspector or awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee or as the case may be interim consignee. The contractor shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect of non-delivery, short delivery, miss delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
- (2) Consignee's right of rejection – Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) and notwithstanding delivery of the stores where so provided to the interim

consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores of part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or destination specified in the schedule and (ii) in the case of stores the conditions of the contract in respect of which are dealt with in any of the form CSIDC Form-1/C within 90 days reckoned from the date of receipt of complete equipment with spares and accessories, as ordered if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage after inspection before dispatch or delivery or during transit or otherwise howsoever :

Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the purchaser's risk after their delivery to the interim consignee; but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

The provisions contained in clause 17 relating to the removal of stores rejected by the Inspector shall, mutatis mutandis, apply to stores rejected by the consignee as herein provided.

Clause 4 (2) (a) : The Contractor shall refund any advance part payment received by him in respect of the rejected stores within 14 days of the receipt of intimation from the consignee at the destination about the rejection of the stores in terms of clause 4 (2). In default, the purchaser may take steps against the contractor for recovery of such price. This is strictly without prejudice and in addition to the right provided in clause 17 (8).

- (3) (a) ***Subletting and assignment.*** – The contractor shall not, save with the previous consent in writing of the Managing Director sub-let transfer or assign the contract or any part thereof interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

(b) ***Changes in a firm*** –

- (i) Where the contractor is partnership firm a new partner shall not be introduced in the firm except with the previous consent in writing of the Managing Director , which may be granted only upon expression of a written under taking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

- (ii) On the death or retirement of any partner of the contractor firm before complete performance of the contractor the Managing Director may, at his option cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the purchaser.
 - (iii) If the contract is not determined as provided in sub clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Managing Director by registered post acknowledgments due.
- (c) ***Consequence of breach*** – Should the contractor or a partner in the contractor firm commit breach of either of the conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the Managing Director to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the contractor forfeit the security deposit and in that event the provisions of clause 14 shall as far as applicable apply.
- (d) The decision of the Managing Director as to any matter or thing concerning or arising out of this sub-clause or on any question whether the contractor or any partner of the contractor firm has committed as breach of any of the conditions in this sub-clause contained shall be final and binding on the contractor.
- (4) ***Assistance to the Contractor*** –
- (a) The contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for the fulfillment of the contract and the grant by the Managing Director or any other authority of a quota certificate or permit required under any law for distribution or acquisition of Iron or Steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, shall not be construed as a representation on the part of the purchaser that the material covered by such license or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such as assistance as aforesaid, the contractor obtains any materials at less than their market price or the cost of production of the stores is lowered, the price of the stores payable under the contract shall be reduced proportionately. Extent of such reduction shall be determined by the Managing Director whose decision shall be final and binding on the contractor.
 - (b) Every agreement made by the Managing Director to supply, or give assistance in the procurement of materials, whether from the government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government / CSIDC or by any officer empowered in that behalf by law or under other arrangements

made by the Managing Director shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Managing Director whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on contractor.

5. USE OF RAW MATERIALS SECURED WITH GOVERNMENT/CSIDC ASSISTANCE

1. (a) Where any raw material is procured for the execution of a contract with the assistance of the Government/CSIDC rendered in the form of permit, or license or quota certificate/essentiality certificate or release order issued by or on behalf of or under the authority of the Government/ CSIDC or by an officer empowered in that behalf, or
- (b) Where the raw material is issued to the contractor from Government / CSIDC stock, or
- (c) Where advance payment are made to the contractor to enable him to purchase the raw material, or
- (d) Where raw material is arranged by the Government / CSIDC, the contractor –
 - (i) shall hold such material as trustee for the Government / CSIDC;
 - (ii) shall use such material economically and solely for the purpose of the contract;
 - (iii) shall not dispose of the same without the previous permission in writing of the Managing Director ; and
 - (iv) shall render due account of such material and return to the Government/ CSIDC at such place as the Managing Director may direct all surplus or unserviceable material that may be left after the completion of contract or its termination for any reason whatsoever.

On returning such material the contractor shall be entitled to such price therefore as the Managing Director may fix having regard the condition of such material.

- (2) Where the contract is terminated due to any default on the part of the contractor, the contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Managing Director and the decision of the Managing Director in that behalf shall be final and binding on the contractor.
- (3) If the contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise be liable to account to the Government/CSIDC for all moneys, advantages or profits accruing from or which in the usual course would have accrued to him by reason of such breach.
- (4) Where the stores Manufactured or fabricated by the contractor out of the materials arranged or procured by or on behalf of the Government/ CSIDC are rejected the contractor shall, without prejudice to any other right or remedy of the Government /

CSIDC, pay to the Government/CSIDC on demand the cost price or market value of all such materials whichever is greater.

6. QUOTATION OF RATES BY CONTRACTORS

- (i) The price quoted/charged by contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by Government it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government/ CSIDC.
- (ii) In any case, save for special reasons stated in the tender, the price quoted/charged for indigenous stores shall not be higher than the lowest price charged by the contractor for stores of the same nature, class or description to an individual/firm/organizations or department of Government of Chhattisgarh or CSIDC and for imported stores the price quoted shall not be higher than the lowest price charged by the contractor for stores of the same nature, class or description to a purchaser, domestic or foreign or to any organization or departments of Government/CSIDC.
- (iii) If the price quoted/charged is higher than the controlled price etc. referred to in sub-clause (i) above or where there is no controlled price, the price lowest charged by the contractor from a private purchaser, domestic or foreign or from any organizations or department of Government/CSIDC, for the stores of the same nature, class or description, etc. as referred to in sub-clause (ii) above, the contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any misstatement it shall be lawful for the Managing Director (a) to revise the price at any stage so as to bring it in conformity with the sub-clause (i) or (ii) above or (b) to terminate the contract and purchase the stores at the risk and cost of the contractor and forfeit the security deposit and in that event the provisions of clause 14 shall apply as far as applicable as if the contractor has failed to deliver the stores within the period fixed.

7. SECURITY DEPOSIT

The Purchaser/DDOs may require the contractor/tenderer to furnish a security deposit which shall be made after issue of the acceptance of the tender / supply order as the case may be within the period specified by the Purchaser/DDOs. Such security deposit shall not ordinarily exceed 3%.The security shall be in form of Demand Drafts issued by any of the Scheduled Commercial Banks; No other form of Security shall be accepted.

- (2) If the contractor having been called upon by the Purchaser/DDOs to furnish security fails to do so within the specified period, it shall be lawful for the Purchaser/DDOs –

- (i) to recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the purchaser or the Government/CSIDC or any person contracting through the Managing Director or otherwise however, and or
 - (ii) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provisions of clause 14 shall apply as far as applicable.
- (3) No claim shall lie against the purchaser either in respect of interest or any depreciation in value of any security.
 - (4) If the contractor fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Purchaser/DDOs to forfeit either in whole or in part, the security deposit furnished by the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents an absolute “No Demand Certificate”, and returns in good condition, the specification, drawings, and samples or other property belonging to the purchaser, the Managing Director shall, refund the security deposit to the contractor after deducting all costs and other expenses that the purchaser may have incurred and all dues and other moneys including all losses and damages which the purchaser is entitled to recover from the contractor.

8. **SPECIFICATION ETC.**

- (1) Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspector. The contractor shall supply the stores in accordance with the particulars unless any deviation has been expressly specified in the acceptance of the tender. The stores shall further be in all respects acceptable to the Inspector.
- (2) In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the contractor’s tender to supply the stores in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.
- (3) Where the contract has been placed in accordance with a specification or drawing, a sealed pattern or a certified sample or the stores will govern only workmanship and finish.
- (4) Where no specification, drawing, sealed pattern or certified sample exists or is specified in the contract, the stores shall be of such quality, material and workmanship as is specified in the contract and in any such case the stores supplied shall in all respects

correspond to the approved sample submitted by the contractor and specified in the contract.

- (5) If any dimension figured upon a drawing differs from that obtained by scaling the drawing, the contractor shall bring the discrepancy to the notice of the Inspector and the purchase Officer. The Inspector's decision in the matter shall be final and binding.
- (6) It shall be lawful for the Managing Director to alter by mutual consent at any time and from time to time the specifications, patterns and drawing and as from the dates specified by him stores to be supplied shall be in accordance with such altered specification, patterns and drawing; provided that if any such alteration involve increase or decrease in the costs of or in the period required for production, a revision of the contract price an/or of the period prescribed for delivery shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.
- (7) Unless some special Warranty/Guarantee clause has been stipulated elsewhere in the invitation to tender or any of its annexures, the following warranty shall form part of the contract placed on successful tenderer :
 - (i) Except as otherwise provided in the invitation to the tender, the contractor/seller hereby declares that the goods, stores articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The contractor /seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of delivery of the said goods/stores/articles to the purchaser or 18 months from the date of shipment/dispatch from the contractor's works, whichever is earlier and that notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/18 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as may be allowed by the purchaser in his discretion on an application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reason of the breach of the warranty herein contained.

- (ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the laded cost.
- (iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the lifetime requirements.
- (iv) Warranty to the effect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment.

9. SAMPLES

- (1) **Advance Sample** – Where an advance sample is required to be approved under the terms of the contract the contractor shall deliver the same free of cost to the Inspector within the time specified in the Acceptance of Tender. If the contractor is unable to do so, he must apply immediately to the Office issuing the Acceptance of Tender for extension of time, stating the reasons for the delay. If the Managing Director is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alternation in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the contractor to deliver the advance sample by the date specified in the Acceptance of Tender or any other date to which the time may be extended as aforesaid by the Managing Director or of the rejection on of the sample, the Managing Director shall be entitled to cancel the contract and if so desired, purchase or authorize the purchase of the stores at the risk and cost of the contractor forfeit security deposit, in which case the provisions of clause 14 shall apply as far as applicable.
- (2) Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where a sample which is supplied free, is rejected after examination and test the same OR whatever remains of the samples after examination and test will be return to the contractor at his request and cost within three months of the date of such rejection. The reasons for rejection shall be communicated to the contractor.
- (3) **Marking** – Samples submitted shall be clearly Labeled with the contractor's name and address and the acceptance of tender number.
- (4) If the contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been so specifically stated in the Acceptance of Tender.
- (5) Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in

bulk, before the sample has been approved unconditionally shall be borne by the contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspector.

- (6) The rejection of the sample by the Inspecting Authority or the Inspector shall be final and binding on the contractor.
- (7) Where the contract does not require any advance sample to be approved, the contractor may before proceeding with bulk Manufacturer of delivery of the stores, if he so desires submit for inspection a sample of the stores in which case a quantity not less than 1 per cent of the total quantity to be supplied shall be submitted. The contractor shall not, however, be entitled to be shown any consideration or given any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
- (8) If under the contract supplies are governed by a sealed pattern, the contractor shall be bound to examine such pattern before preparing a sample or manufacturing the stores in bulk as the case may be.
- (9) ***Loan of Sample*** – If certified sample is lent to the contractor, it will bear a label containing inter alia variations known to the Inspector between the said sample and the stores desired. If the contractor finds any further variation between the certified sample and the particulars or specification mentioned in the schedule he shall at once refer the matter to the Inspector and shall also give intimation of such discrepancy to the Purchase Officer. The contractor shall follow the instructions of the Inspector to be given in writing as to what sample or particulars should guide the production of the stores and the decision of the Inspector in the matter shall be final and binding on the contractor.

The contractor shall not detach the said label from the certified sample and if for any reasons the said label gets detached, the contractor shall at once return the certified sample to the Inspector for attaching a fresh label.

10. **RETURN OF PARTICULARS**

The contractor shall return in good condition all the particulars or certified samples (with the labels intact). In the event of his failure to do so, he shall be liable to pay to the purchaser as agreed liquidated damages a sum not exceeding three times the price of such particulars or the certified samples or Rs. 250 whichever is greater as may be determined by the Managing Director. The decision of the Managing Director in that behalf shall be final and binding on the contractor.

11. **RISK OF LOSS OR DAMAGE TO GOVERNMENT / CSIDC OR PURCHASER'S PROPERTY**

- (1) All the property of Government/CSIDC or purchaser loaned whether with or without deposit, to the contractor in connection with the contract shall remain the property of the Government/CSIDC or the purchaser, as the case may be. The contractor shall use such property for the purpose of the execution of the contract and for on other purpose whatsoever.
- (2) All such property shall be deemed to be in good condition when received by the contractor unless he shall have within seven days of the receipt thereof notified the purchase officer to the contrary. If the contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
- (3) The contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Managing Director whose decision shall be final and binding on the contractor. The contractor shall be liable for loss of damage to such property from whatever cause happening while such property is in the possession of or under the control of the contractor, his servants, workmen, or agents.
- (4) Where such property is insured by the contractor against loss or fire at the request of the Government or purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

12. **PACKING AND MARKING.**

- (1) The contractor shall pack at his cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the schedule so as to ensure the same on arrival at their destination being free from loss or damage.
- (2) Unless otherwise provided in the schedule all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non - returnable and their cost as having been included in the contract price.
- (3) If the schedule provides that the containers shall be returnable, they must be marked "returnable" and they will be returned to the contractor as per terms of the contract.
- (4) If the schedule provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at the price specified in acceptance of tender. In such cases the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time and in the event of any dispute of difference arising as to whether the containers where so returned, the decision of the Managing Director thereon shall be final and binding and the Managing Director may in his discretion award such compensation as may in his opinion be proper for any undue delay in returning the containers.

- (5) Each bale or package delivered under the contract shall be marked by the contractor at his own expense. Such marking shall be distinct (All previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number or mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory by the Inspector as regards quickness of drying, fastness and indelibility.
- (6) The Inspector may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, in such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspector shall be final and binding on the contractor.
- (7) If the contractor fails to carry out or comply with an instructions issued to him by the Inspector before onward dispatch of the stores to the consignee within a reasonable time, the Inspector may himself carry out and comply with them at the cost and expense of the contractor, or reject the stores in terms of sub-clause 6 above.
- (8) Each bale or package shall contain a packing note specifying the name and address of the contractor, the number and date of the acceptance of tender or Supply Order and the designation of the Purchase Officer or Officer issuing the Supply Order, the description of the stores and the quantity contained in such bale or package.

13. **CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT**

The contractor shall pay all charges such as for handling, stamping, Printing, Painting, Marking and for protecting and preserving patent rights and for all such measures which the Inspector may require the contractor to take fro the proper completion of the contract though no specific provision in respect thereof may have been made in the contract.

14. **DELIVERY**

- (1) Time for and date of Delivery is the essence of the contract : The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) as specified in contract.
- (2) ***Passing of Property.*** - Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee, as the case may be in accordance with the conditions of the contract.
 - (a) In case where stipulation is for -
 - (i) local delivery; or
 - (ii) free delivery at the specified destination; or
 - (iii) delivery to an interim consignee; and

- (b) In any other case where the contractor has obtained the railway receipt, consignment note the bill of lading or warehouse certificate as the case may be, in accordance with the terms of the contract.
- (3) The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contractor unless it is so specifically stated in the schedule notwithstanding that transport of the stores is controlled by or under the orders of the Government.
- (4) The contractor shall deliver the stores in accordance with the conditions of contract at the time/times and at the place/places and in the manner specified in the schedule.
- (5) Facilities to Inspector - The contractor shall allow reasonable facilities and free access to his works and records to the inspector, progress Officer, or such other Officer as may be nominated by the Managing Director for the purpose of ascertaining the progress of the deliveries under the contract.
- (6) The purchaser shall not to be bound to apply for delivery but the contractor shall when the stores are ready for inspection and test end a notice in writing to the Inspector specifying the place where inspection is offered and the Inspector shall on receipt of such notice notify to the contractor the date and time when the stores would be inspected.
- (7) **Failure and termination** - If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Managing Director may without prejudice to the right of the purchaser to recover damages for breach of the contract -
- (i) Recover from the contractor as agreed liquidated damages including administrative expense from the security deposit / pending bills by way of penalty a sum equivalent of 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that total damages so claimed shall not exceed 10% of the total contract price.
- (ii) contract or authorize contracting elsewhere without a show-cause notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Managing Director , which shall be final readily procurable) without cancelling the contract in respect of the installments not yet due for delivery. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest.

- (iii) cancel the contract or a portion thereof without a show-cause notice to the contractor and if so desired contract or authorize contracting for the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the option of the Managing Director , which shall be final, readily procurable) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest.
- (iv) Where action is taken under sub-cause (ii) or sub clause (iii) above under the provision of this it shall be in the discretion of the purchaser to collect or not to collect the security deposit from the firm on whom the contract is placed at the risk and expense of the defaulted contractor.
- (v) Where action is taken under sub-clause (ii) or sub clause (iii) above, the contractor shall be liable for any loss which the purchaser may sustain on that account provided the contract or, if there is an agreement to contract, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery within twelve months or within such period as may be agreed upon from the date of such failure and in case of repudiation of the contract, before the expiry of the aforesaid period of delivery, within six months. The contractor shall not be entitled to any gain on such purchases and the manner and method of such purchases shall be in the entire discretion of the Managing Director. It shall be necessary for the purchaser to serve a notice of such purchase on the contractor.
- (vi) Where action is taken under sub clause (ii) and (iii) above, the risk purchase contract that will be entered as a result thereof will as far as possible be limited to firms who are past suppliers for the subject stores. It will be no defense that the purchase has ignored offers from untried firms, and sub-clause (v) above shall still apply. The contractor shall be liable for any loss which the purchaser may sustain on such account.
- (8) Where delivery is effected within 21 days of the contract delivery period and not any extended date of delivery the same will be accepted by the purchaser, provided the application of the said clause is expressly excluded in the Tender Enquiry. This period of 21 days would only be applicable for effecting the delivery and would not available for offering stores for inspection.
- (9) **Notification of delivery** - Notification of delivery or dispatch in regard to each and every installment shall be made to the purchase officer on the prescribed form from copies of which may be obtained from the Purchase Officer. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be a packing account quoting number of the acceptance of tender

and/or supply or repeat order and date of dispatch of the stores. All packages, containers, bundles and loose material part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The railway receipt, consignment note or the bill of lading, if any should be drawn in the name of the consignee or the interim consignee as the case may be and should be sent to him by registered post, acknowledgment due immediately on dispatch of the stores, quoting the No(s) and date(s) of the corresponding Inspection Note(s) in relating to the stores covered by the said Railways receipt, the consignment note or the bill of lading, as the case may be. The contractor shall bear and reimburse to the purchaser, demurrage charges, if any paid by reasons of delay on the part of the contractor in forwarding the Railway receipt, consignment note or bill of lading.

- (10) ***Force majeure Clause*** - The force majeure clause in the following form only (which will not form part of the General Conditions of Contract) should be included in such contracts where the suppliers specifically insist on the provision of a force majeure clause and there is no alternative but to accept the same. This clause should, therefore, not be incorporated in the Invitation to Tender. But where a supplier insists for this clause, prior to acceptance of an offer, the supplier should be asked to accept this clause as governing conditions of force majeure.

“If at any time during continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by 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 nonperformance or 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 Managing Director as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Managing Director, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of Manufacturer in the possession of the contractor at the time of such

termination or such portion thereof as the purchaser may deem fit excepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.”

15. PROGRESS REPORTS

- (1) The contractor shall from time to time render such reports concerning the progress of the contract and / or supply of the stores in such form as may be required by the Managing Director.
- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

16. FREIGHT

- (1) The stores shall be dispatched at public tariff rates railway material concession rates or military concession rates, as may be specified in the schedule. In cases where railway material concession rates or military concession rates apply, the Managing Director will indicate the authority from whom the railway material consignment note or permit or military credit note should be obtained, if the document does not accompany the acceptance of tender. It shall be the responsibility of contractor to obtain such document according to his requirements from the authority empowered to issue it. The grant or military credit note or railway material consignment note or permit shall not prejudice the right of inspection and rejection at he destination.
- (2) In the case of a for. station of dispatch contract, the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the contractor liable for any avoidable expenditure caused to the purchaser.
- (3) Where alternative routes exist, the Managing Director shall if called upon so to do indicate the most e economical route available, or name the authority whose advice in the matter should be taken and acted upon. if any advice of any such authority, is sought, his decision or advice in the matter shall be final and binding on the contractor.

17. INSPECTION AND REJECTION

- (1) ***Facilities for tests and examination*** - The contractor shall, at his own expenses, afford to the inspector all reasonable facilities and such accommodation as may be necessary for satisfying himself that the stores are being and/or have been Manufacturerd in accordance with the particulars. The inspector shall have full and free access at any time during the execution the contract to the contractor’s works for the purpose aforesaid, and he may require the contractor to make arrangements for inspection of the stores or any party thereof or any material at his premises or at any other place

specified by the inspector and if the contractor has been permitted to employ the services of a subcontractor, he shall in his contract with the subcontractor, serve to the inspector a similar right, provided however, such inspection shall not preclude the purchaser/inspection authority from re-inspection of the goods after they have been inspected by the inspector for the purpose aforesaid. The decision of the bending on the contractor. All terms and conditions of the contract as they apply to the inspection shall save further in inspection also apply to re-inspection.

- (2) **Cost of test** - The Contractor shall provide, without any extra charge, all materials, tools labor and assistance of every kind which the Inspector may demand of him for any test, and examination other than special or independent test, which he shall require to be made on the contractor's premises and the contractor shall bear and pay all costs attendant there on if the contractor fails to comply with conditions aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores Manufactured by the contractor to any premises other than his (contractor's) and in all such cases the contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the contractor has failed to provide the facilities and the means for test and examination shall be final.
- (3) **Delivery of Stores for test** - The contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or stores as he may require for tests for which contractor does not have the facilities or for special/independent tests.
- (4) **Liability for cost of special or independent tests** - In the event of rejection of stores or may part thereof by the Inspector in consequence of the sample thereof, which is removed to the laboratory or other place of test, being found on test to be not in conformity with the contract/or in the event of the failure of the contractor for any reason the deliver the stores passed on test within the stipulated period, the contractor shall, on demand, pay to the purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.
- (5) **Method of testing** - The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such test as he may think fit and proper. The contractor shall not be entitled to object on any ground what so ever to the method of testing adopted by the Inspector.
- (6) **Stores expended in test** - Unless otherwise provided for in the contract if the special or independent test proves satisfactory and the stores or any installment thereof is accepted the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the purchaser and be paid for as such.

- (7) ***Inspector - Final Authority and to certify performance*** - The Inspector shall have the power -
- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of Manufacturer.
 - (ii) to reject any stores submitted as not being in accordance with the particulars.
 - (iii) to reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
 - (iv) to mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.
- (8) ***Consequence of rejection*** - If on the stores being rejected by the Inspector or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery to Managing Director shall be at liberty to -
- (i) Require the contractor to replace the rejected stores forthwith but in any event not later than a period of 30 days from the date of rejection and the contractor shall bear all cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
 - (ii) purchase or authorize the purchase of quantity of the stores rejected or stores of a similar description (when stores exactly complying with particulars are not in opinion of the Managing Director, which shall be final, readily available) without notice to the contractor at his risk and cost forfeit security deposit and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or
 - (iii) Cancel the contract and purchase or authorize the purchase of the stores or stores of a similar description (when stores exactly complying with particulars are not in the opinion of the Managing Director, which shall be final, readily available) at the risk and cost of the contractor forfeit security deposit. In the event of action being taken under sub-clause (ii) above or this sub-clause the provisions of clause 14 shall apply as far as applicable.
- (9) ***Inspector's decision as to rejection final.*** – The Inspector's decision as regards the rejection shall be final and binding on the contractor.
- (10) Where under the contract the price payable is fixed for dispatching station, the contractor shall, if the stores are rejected at destination by the consignee, be liable in addition to his other liabilities, including refund of price recoverable in respect of the

stores so rejected, to reimburse to the purchaser the freight and all other expenses incurred by the purchaser in this regard.

- (11) **Notification of result of Inspection.** – Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the contractor.
- (12) **Marking of stores.** – The contractor shall if so required at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable packages or cases each of which shall be sealed and marked with such mark.
- (13) (a) On rejection of all stores submitted for inspection at a place other than the premises of the contractor. Such stores shall be removed by the contractor at his own cost. within 14 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the contractor Provided that the Inspector may call upon the contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.

(b) All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Managing Director or Inspector may decide, or dispose of such stores at the contractor's risk and on his account and retain such portion of the proceeds if any from such disposal as may be necessary to recover any expense incurred in connection with such disposal (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be entitled to recover from the contractor handling and storage charges for the period during which the rejected stores are not removed/disposed of in accordance with the provisions thereof.
- (14) **Inspection Notes:** – On the stores being found acceptable by the Inspector, he shall give to the contractor necessary copies of inspection notes duly completed. The Inspection Note shall be stamped as “This I/Note is valid till for purpose of dispatch only”. The stores covered by such Inspection Notes must be dispatched within 30 days

from the date of the inspection notes. If the contractor is not able to dispatch the stores as above the officer not less than next to higher in rank who issued the Inspection Notes may on sufficient cause, such as non-availability of Railway booking, steamer booking, Force Majeure conditions, etc. shown to him allow a further period of 30 days to the contractor within which the stores must be dispatched. The Inspector shall make an endorsement of the fact of extension of the Inspection Notes. If the stores are not dispatched within this total period of 60 days the contractor will have to get the goods reinserted and has to obtain fresh inspection notes in lieu of the earlier inspection notes. In case of sub-centers, the 2nd validation of I/Note can be done by the head of the sub-centers irrespective of the officer who have signed I/Note.

The Inspector shall state on the fresh inspection notes that these have been given in lieu of the earlier inspection notes indicating clearly the printed serial number and date of issue of the invalid I/Note.

All the terms and conditions will apply to this re inspection as they apply to the original inspection of the stores.

The validity of the inspection notes shall not, in any manner whatsoever, have the effect of keeping the contract alive if it is not otherwise alive.

18. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

Whenever any claim or claims for payment of a sum of money arise out of or under the contract against the contractor the purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security if any, deposited by the contractor and for the purpose, afore said, the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to contractor under the same contract or any other contract with the purchaser or the Government or any person contracting through the Managing Director pending finalizations or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or monies so withheld or retained under the lien referred to above, by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 20 hereinafter provided, as the case may be, and that contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the

contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner limited company, as the case may be whether in his individual capacity or otherwise.

18.-A. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the purchaser or Government or any other person or persons contracting through the Managing Director against any claim of the purchaser or Government of such other person or persons in respect of payment of a sum of money arising out of under any other contract made by the contractor with the purchaser or Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the purchaser or Government will be kept withheld or retained as such by the purchaser or Government or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by arbitrator, if the contract is governed by arbitration clause or by the competent court under clause 20 hereinafter provided, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

19. PAYMENT UNDER THE CONTRACT

- (i) The payment of full 100% of price of the stores of each consignment thereof will be made after receipt and acceptance of the stores by the consignee/ interim consignee in full & in good condition. Bills are to be submitted in the prescribed form of the paying authority of purchaser / indenter and are to be supported with inspection note issued by the Inspector and consignee's Receipt Certificate.

Payment will be made in accordance with the instructions given in the acceptance of tender by a cheque or demand draft on a Branch of Reserve Bank of India or State Bank of India transacting Government business.

- (ii) Where the Inspector also acts as the interim consignee or where inspection is carried on by the consignee himself at destination and in all cases of local delivery full payment shall be made on submission of "Final 100% bill" supported by the Inspector Certificate and consignee's receipt as aforesaid to the Accounts Officer concerned.

20. LAWS GOVERNING THE CONTRACT

- (1) This contract shall be governed by the laws of India for the time being in force.

- (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.
- (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 the contract.
- (4) ***Marking of stores.*** – The marketing of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

21. INDEMNITY

- (1) The contractor shall at all time indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent registered designs or trade mark being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct and litigation that may rise therefrom.
- (2) The contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making 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 for fulfillment of the contract.

22. CORRUPT PRACTICES

- (1) The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Managing Director any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or Government/CSIDC or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of corruption by Public Servants shall entitle the Managing Director to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 14.

- (2) Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Administratively Incharge of CSIDC Ltd.(A Government Undertaking) or his nominee whose decision thereon shall be final and binding on the contractor.

23. INSOLVENCY AND BREACH OF CONTRACT

The Managing Director may at any time, by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events, that is to say :—

- (i) if the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (ii) if the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager, or
- (iii) if the contractor commits any breach of the contract not herein specifically provided for :

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on repurchase.

24. Arbitration

- (i) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of Managing Director, CSIDC Ltd. or his nominee. There will be no objection that the arbitrator is a Government Servant/ Employee of Undertaking that he had to deal with the matters to which the contract related or that in the course of his duties as a Government servant / Employee of Undertaking he had express views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

- (ii) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, shall be lawful for the Managing Director, CSIDC Ltd. to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (iii) It is further a term of this contract that no person other than the person appointed by the Managing Director, CSIDC Ltd. as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- (iv) the arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- (v) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- (vi) Subject as aforesaid, the Arbitration & Reconciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- (vii) If the value of the claim in a reference exceeds Rs. 1 lakh, the arbitrator shall give reasoned award.
- (viii) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the CSIDC Ltd. at his discretion may determine.
- (ix) In this clause, the expression “the Managing Director, CSIDC Ltd.” means the Managing Director, CSIDC Ltd. for the time being and includes if there be no Managing Director, CSIDC Ltd. or if Managing Director, CSIDC Ltd. is on leave or is absent from duty or is not available for any reason whatsoever, the I/c Chief General Manager (Marketing) (CSIDC Ltd.); in case both the Managing Director and the I/c Chief General Manager (Marketing) (CSIDC Ltd.) are on leave or are absent from duty or are not available for any reason what so ever, the officer who is looking after the current duties of Managing Director, CSIDC Ltd.; in case both the Managing Director and the I/c Chief General Manager (Marketing) are on leave or are absent from duty or are not available for any reason whatsoever, the officer who is looking after the current duties of Managing Director, CSIDC Ltd. whether in addition to other functions or otherwise.

CSIDC Form - 1/B**SPECIAL CONDITIONS GOVERNING RATE CONTRACTS**

The General Conditions of Contract in Form No.CSIDC-Form-1/A included in the pamphlet entitled “General Conditions of Contract” governing contracts placed by Central Purchase Organization of the Government of Chhattisgarh as modified upto-date; and in addition to those general conditions the following special conditions shall govern the contract:-

SPECIAL CONDITIONS

1. ***Purpose of Contract and parties to the Contract.*** – The parties to the contract, which shall be deemed to be a “Rate Contract” and which is intended for the supply of the stores of the descriptions set forth in the Schedule to Tender during the period therein specified shall be Contractor of the one part and the Purchaser(s) named in the Schedule to Tender.
2. ***Number of quantity contracted for.*** – Subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of a standing officer from the Contractor but the purchaser(s) undertake(s) to order from the contractor all stores as detailed in the schedule of stores and prices which he/they require(s) to purchase except that he/they reserve(s) the right
 - (1) of submitting to competition any supply of articles include in the contract the total value of which exceeds such amount as the Managing Director (whose decision shall be final), may determine upon consideration of the tenders,
 - (2) of placing this contract simultaneously of at any time during its period with one or more contractors as he/they may think fit, and
 - (3) of obtaining from any source any stores referred to in the contract to meet an emergency, if the Managing Director (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities or numbers within the period in which supplies are required.
3. ***Deliveries.*** – The Contractor shall, as may be required, either deliver free at, or dispatch “for.” from the places specified in the Schedule(s) such numbers or quantities of stores as may be ordered direct from the Contractor from time to time by the Purchaser(s) or by any officer who may at any time during the period of contract be authorized by the said Managing Director to place such orders.

4. **Monetary limits for indents.** – The Contractor shall not, except with prior approval of the office placing the Acceptance of Tender, comply with the orders exceeding in value the amount determined under clause 2 received from officers authorized by that office of place order against the contract direct on the Contractor.
5. The expression ‘Managing Director’ has in these special conditions the same meaning as assigned thereto in the General Conditions.
Special Conditions where they differ from the General Conditions, override the latter.
6. **System of Payment.** – 100 percent payment will be made on proof of inspection and receipt of material in good condition at destination. In other respects the provisions of clause 19, payment under the contract in CSDIC Form-1/A will apply.

7. Fall Clause

- (i) the price charged for the store supplied under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons/organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.
- (ii) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any person/organization including the purchaser or any Department of Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Managing Director, CSIDC Ltd. and price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :–
 - (a) Export/Deemed Exports by the Contractor,
 - (b) Sale of goods as original equipment prices lower than the prices charged for normal replacement,
 - (c) Sale of goods such as drugs which have expiry dates, and
 - (d) Tenders submitted in response to fixed quantity contract enquiries issued by CSIDC Ltd.
- (iii) The contractor shall furnish the following certificate to concerned Paying Authority along with each bill for payment for supplies made against the Rate Contract:

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply order placed during the currency of the R/C at a price lower than the price charged to the Government under the contract except for quantity of stores categorized under sub-clauses (a), (b), (c) and (d) of sub-para (ii) above, details of which are as follows :-

Note : The Contractor will also inform the Paying Authority and the CSIDC Ltd. as soon as supplies against all supply orders placed against the Rate Contract are completed.

CSIDC Form No. 1 / C**SPECIAL CONDITIONS GOVERNING SUPPLY OF PLANT AND MACHINERY**

In addition to the General Conditions of Contract in form no. CSIDC Form - 1 / A,B the following special conditions shall apply to contracts for the supply of plant and machinery and Manufacturered equipment. Special conditions, where they differ from the General conditions shall override the latter.

SPECIAL CONDITIONS**1. DEFINITIONS –**

- (a) The expression “Work” means all the work specified or set forth and required in and by the said specifications, drawings and schedule hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawing (being in conformity with the said original specification, drawing and schedule) and also in such additional instructions and drawings not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the purchaser,
- (b) The term “test” shall mean such test or tests as are prescribed by the specification to be made by the purchaser, or his nominee, after erection at site before the plant is taken over by the purchaser.

2. PERFORMANCE OF WORK –

The work shall be performed at the place or places named in the tender or at such other place or places as may be approved by the purchaser.

3. SPECIFICATION –

If the contractor shall have any doubt as the meaning of any portion of the conditions or of the specification, drawings or plants he shall before submitting the tender, set forth the particulars thereof and submit them to the Managing Director in writhing in order that any such doubt may be removed.

4. MISTAKE IN DRAWINGS. –

The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawing or other particulars supplied by him whether such drawings or particulars have been approved by the purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information

or particulars furnished to the contractor on behalf of the purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawings or plan shall be taken as correct.

5. **VARIATIONS –**

No alternations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as “Variations”) under the contract as shown by the drawings or the specification shall be made by the contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the proviso hereinafter contained, from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carry out such variations, and be bound by the same conditions, so far as applicable, as though the said variations occurred in the specification. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the inspector thereof in writing and the inspector shall decide, forthwith whether or not the same shall be carried out, and if the inspector confirms his instructions the contractor’s obligations and guarantees shall be modified to such an extent as may in the opinion of the inspector be justified, The difference of cost, if any occasioned by any such variations, shall be added to or deducted from the contract price as the case may require, The amount of such differences, if any, shall be as ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules, or are not applicable, they shall be settled by the purchaser and contractor jointly. But the purchaser shall not become liable for the payment of any charge in respect of any such variations unless the instructions for the performance of the same shall have been given in writing by the inspector.

In the Event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings or patterns made or work done require to be altered, a reasonable sum in respect hereof shall be allowed by the purchaser :

Provided that no such variation shall, except with the consent in writing of the contractor, be such as will involve an increase or decrease of the total price payable under the contract by more than 10% thereof.

In any case in which the contractor has received instructions from the inspector as to carry out the work which either then or later, will, in opinion of the contractor, involve a claim for additional payment the contractor shall, as soon reasonably possible after receipt of the instruction aforesaid, advise the inspector to that effect.

6. OBLIGATIONS TO CARRY OUT INSPECTOR'S INSPECTION –

The contractor shall also satisfy the inspector that adequate provision has been made (i) to carry out his instructions fully and with promptitude; (ii) to ensure that parts required to be inspected before use are not used before inspection; and (iii) to prevent rejected parts being used in error. Where parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

7. RESPONSIBILITY FOR COMPLETENESS –

Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary, are to be provided by the contractor without extra charge, and the plant must be complete in all details.

* In all cases where the contract provides for tests on site the purchaser, except where otherwise specified, shall provide free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, material or workmanship in accordance with the contract.

In the case of contracts requiring electricity for the completion of the works and for tests on site, such electricity, when available, shall be supplied free to the contractor at the pressure of the ordinary supply. Unless otherwise specified, the purchaser will supply free of charge to the contractor (1) unskilled labour, (2) timber, stores and lifting tackle necessary for the erection of the plant and all consumable stores including fuel and lubricating oils required during erection setting to work and testing the plant. The contractor shall provide (1) skilled labour and (2) tools and any other equipment which may be necessary.

8. SUPERVISION –

The contractor shall provide adequate supervision at all stages of the work and examine all parts for accuracy before erection is commenced, He shall also provide facilities and space satisfactory to the inspector for laying out for his inspection any parts to be used in the work at such stages of Manufacturer as he may direct.

9. INSPECTION –

The contractor shall inform the inspector in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work, No portion of the work shall be considered completed in accordance with the terms of the annexed tender until the inspector shall have certified in writing that it has been inspected, and approved by him. The expense incurred in sending the inspector to carry out inspection and/or tests at the place agreed upon in the

contract will be defrayed by the purchaser provided that the results are satisfactory and in accordance with the term of the contract. In the event of the inspector and/or tests proving unsatisfactory and resulting in the non-acceptance of the plant/structure or any portion thereof, the cost of such inspection and/or tests (including the traveling and halting expenses incurred, if any), or such portion thereof as may be determined by that officer, shall be borne by the contractor.

10. INSPECTION IN THE COUNTRY OF SUPPLY –

In the case of materials or parts intended to be imported from outside India and requiring inspection in the country of supply, the demand for inspection shall be submitted by the contractor to the inspector in the form prescribed by the inspector who will countersign and forward it to the inspector duly appointed by the purchaser in the country of supply. The demand for inspection shall be in respect of materials or parts intended for use in execution of work specifically included in the contract, and shall give particulars of the materials or parts to be inspected.

11. FINAL TESTS –

If required by the purchaser, all tests necessary to ensure that the plant, machinery or equipment complies with the particulars and guarantees, shall be carried out at the contractor's or sub-contractor's premises. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site they shall be carried out within one month of completion of erection. Should the result of these tests not come within the margin specified, the tests, shall if required be repeated within one month from the date the plant is ready for re-test, and the contractor shall pay to the purchaser all reasonable expenses to which he may be put by such tests.

12. REJECTION OF DEFECTIVE PLANT –

If the completed plant, or any portion thereof, before it is taken over under clause 17 be defective or fail to fulfill the requirements of the contract, the inspector shall give the contractor notice setting forth details of such defects or failure and the contractor shall forthwith make the defective plant good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within the time specified by the inspector/consignee in his notice of rejection the purchaser may reject and replace at the cost of the contractor, the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirements of the contract. Such replacement shall be carried out by the purchaser within reasonable time and at reasonable price and where reasonably possible to the same particulars and under complete conditions. The contractor's full and extreme liability under this clause shall be satisfied by the payment to the purchaser of the extra cost, if any, of such replacement, delivered and/or erected as provided for in the original contract, such extra cost being the ascertained difference

between the price paid by the purchaser, under the provisions above mentioned, for such replacement and the contract price for the plant so replaced, and the repayment of any sum paid by the purchaser to the contractor in respect of such defective plant. Should be purchaser not so replace the rejected plant within a reasonable time, the contractor's full and extreme liability under this clause shall be satisfied by the repayment of all moneys paid by the purchaser to him in respect of such plant.

13. REPLACEMENT OF DEFECTIVE WORK OR MATERIAL. –

If during the progress of the work, the purchaser or his representative shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant or material inferior in quantity or quality to those specified, the contractor on receiving details of such defects or deficiency shall, at his own expense, within seven days of his receiving the notice, or otherwise within such time as may be reasonable necessary for making in good, proceed to alter, reconstruct, or remove such work, or supply fresh materials up to the standard of the particulars and in case the contractor shall fail to do so, the purchaser may, on giving the contractor seven days notice in writing of his intention to do so, proceed to remove the work or materials complained of, and at the cost of the contractor perform all such work or supply all such materials, provided that noting in this clause shall be deemed to deprive the purchaser of or affect, any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

14. APPEAL –

If the contractor desires to appeal against the decision of the inspector against the rejection of any work as not being in accordance with the contract, he shall appeal to the Managing Director within fourteen days after the inspector's decision and if an appeal is so preferred, the decision of the Managing Director shall be final and conclusive.

15. TIME AND DATE OF COMPLETION OF THE WORK; ESSENCE OF THE CONTRACT

The time and date stipulated in the tender for the completion of the work shall be deemed to be of the essence of the contract. In case of delay the contractor shall in addition to other liabilities mentioned in the general conditions of Contract be liable for all costs of inspection which may be incurred after the date on which the work ought to have been completed and in the event of the Contractor's failure to complete the work within the period prescribed for such completion, the purchaser shall be entitled to withhold any payments until the whole of the work has been completed and to recover from the contractor a sum 2 per cent of the total contract price of the work for each and every month or part of a month during which the completion of the work may be delayed. But if the delay shall have arisen from any cause such as strikes, lockouts, fire, accident, riot, etc. which the purchaser may admit as reasonable ground for further time, the purchaser will

allow such additional time as he may consider to have been required by the circumstances of the case.

16. TRANSPORT AND RESPONSIBILITY FOR BREAKAGES ON ROUTE –

Unless otherwise specified, the consignee will take delivery of the plant from the railway authorities at the railway station named in the schedule; he will undertake the transportation of the plant from the railway station to the site and he will bear the cost of the handling and transportation necessitated, but the contractor will be responsible for any damage which may be caused to the plant during transit to the site and should insure the plant at his own cost up till the time it is taken over as in clause 17.

17. TAKING OVER –

When all performance tests called for by the particulars have been successfully carried out before shipment the plant shall be accepted and taken over when it has been satisfactorily put into operation on site, or within one month of its being ready to be put into operation whichever shall be the earlier and the Inspector shall forthwith issue a taking over certificate.

In the event of final or any outstanding tests being held over until the plant is erected, such taking-over certificates shall be issued subject to the results of such final or outstanding tests which shall be carried out in accordance with clause 11.

When the particulars call for tests on site, the plant shall be taken over and taking-over certificate issued immediately such tests have been satisfactorily carried out.

The inspector shall not delay the issue of any taking-over certificate contemplated by this clause on account of minor defects in the plant which do not materially affect, the commercial use thereof provided that Contractor shall undertake to make good the same in due course.

18. GUARANTEE AGAINST DEFECTS –

Notwithstanding any inspection carried out by the Inspector at any time and/or approval, the Contractor shall be responsible for a period of twelve calendar months after the plant has been taken over under clause 17 the Contractor shall be responsible to the extent in this clause expressed for any defects that may develop under the conditions faulty materials, design or workmanship in the plant, or from faulty erection of the plant by the Contractor, but not otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the portion is faulty. If it becomes necessary for the Contractor to replace or renew any defective portions of the plant under this clause, the provisions of this clause shall apply to the portions of the plants so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the abovementioned period of twelve months whichever may be the later, if any defects be not remained within sixty days from the date of

communication thereof or within such other specific period as may be allowed by the purchaser in his discretion on application made to that effect by the Contractor the purchaser may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

19. INABILITY TO PERFORM CONTRACT –

Should the Contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress, be, from any cause whatever, so slow that in the opinion of the Inspector which shall be conclusive, the Contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the Contractor or should he neglect to comply with any directions given to him by the Inspector or in any respect fail to perform the contract, the purchaser shall have power to declare the contract at an end, in which case the Contractor shall be liable for any expense, loss or damage which the purchaser or indenter may incur or sustain by reason of, or in connection with the Contractor's default.

20. SUBLETTING CONTRACT –

The Contractor may, with the written permission of the purchaser, sublet or assign a portion of the works of which the makers are named in the contract provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

21. *PROVISION OF FENCING, LIGHTS, ETC. –

The Contractor shall at all time provide sufficient fencing, notice-boards, light and watchmen to protect and warn the public and guard the works and default thereof the purchaser may provide such fencing notice-boards, lights and watchmen as he may deem necessary and charge the cost thereof to the Contractor.

22. *ACCESS TO SITE AND WORK ON SITE. –

Suitable access to and possession of site shall be afforded to the Contractor by the Purchaser in reasonable time, and the Purchaser shall have all such foundation as are to be provided by him ready when required by the Contractor. Where a crane is available, its safe lifting capacity shall be stated in the specification and it shall be available for free use of the Contractor until the plant is taken over.

The work so far as it is carried out in the Purchaser's premises, shall be carried out at such time as the Purchaser may approve, and so as not to interfere unnecessarily with the conduct of the Purchaser's business, but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work.

The Contractor shall be responsible for the correctness of the positions, levels and dimension of the work, according to the drawings, notwithstanding that he may have been assisted by the Purchaser or his representative in setting out the same.

23. DEFERRING SHIPMENTS –

If the Purchaser shall have notified the Contractor in writing that the former is not ready to take delivery, no plant or materials shall be forwarded until an intimation in writing shall have been given to the Contractor by the Purchaser that he is ready to take delivery.

24. SYSTEM OF PAYMENT –

Unless otherwise agreed between the parties, payment for the delivery of the stores will be made by the indenter concerned on submission of bills in the prescribed form in accordance with the instructions given in the acceptance of tender by cheque on a government treasury or on a branch of the Reserve Bank of India or the State Bank of India or the State Bank of India transacting Government business. Government retains the right to reduce the number of bank or treasuries at which payment will be made.

Payment for the stores or for each delivery will be made to the contractor on submission of bills in accordance with the procedure laid down by the Managing Director as detailed below -

1. 90 Percent of the contract price of each consignment on production of an initial inspection note and Consignees Receipt Certificate,
2. 10 percent of the contract price of the plant plus the cost of erection if any, on final inspection and test, or alternatively at the Contractor's option the full 100 percent after erection on final inspection and test.

In addition to his other remedies under the law and these conditions, the Purchaser shall have lien on each consignment in respect of which the 90 percent has been paid to secure repayment of this amount and recovery of any sum due from the Contractor, should the plant not be taken over under clause 17 :

PROVIDED THAT in cases where the erection or final inspection and test of the plant at site is delayed for any reasons for which the Purchaser is responsible, 5 percent of the Contract price of the plant shall become payable, after the expiry of 4 months from the date arrival of the last consignment at site, the remaining 5 percent, being payable after erection and test and acceptance of the plant by the Inspector.

In respect of non erection contracts the system of payment stated in the general conditions shall apply.

25. **LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT –**

The Contractor shall at all times indemnify the purchaser against any claims which may be made under the workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in the employment of the Contractor or not.

26. **REGULATIONS OF LOCAL AUTHORITIES –**

The Purchaser shall through out the continuance of the contract, and in respects of all matters arising in the performance thereof, serve all notices and obtained consents, way leaves, approvals and permissions required in connection with the regulations and Bye – laws of the local or other authority which shall be applicable to works.

Any work of an electrical nature to be executed under contract shall comply with the provisions of the Indian Electricity Act 1910 and the Rules there under for the time being in force.

Any steam boilers forming part of this contract shall comply with the Indian boilers Act, 1923, and the rules there under for the time being in force.

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CSIDC Form No. 2
NON TRANSFERRABLE

Chhattisgarh State Industrial Development Corporation Limited

(A Government of Chhattisgarh Undertaking)

Marketing Division

Udhyog Bhawan Ring Road No. 1, Telibandha Raipur (C.G.) 492006
website: www.csidc.in email : csidcrpr@sify.com

Instructions to

Tenderers

and

Direct Demanding Officers / Consignees

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INSTRUCTIONS TO FIRMS & DIRECT DEMANDING OFFICERS / CONSIGNEES

1. SCOPE :

- 1.1 The drawals against this rate contract are permitted for the bonafide use of the Chhattisgarh Government, State government Departments. CSIDC Ltd. will not be responsible for any post contractual liabilities for the supply orders not issued in accordance with the provisions brought out above.

2. GENERAL CONDITIONS OF CONTRACT:

- 2.1 This Rate Contract and Supply Orders placed against the Rate Contract shall be governed by the General Conditions of the Contract as contained in CSIDC Form- 1 as amended upto date : Special Conditions governing Rate Contract contained in CSIDC Schedule - 1. The rate contract and the supply orders shall be issued for and on behalf of Purchasers i.e. Governor of Chhattisgarh State
- 2.2 This rate contract will be operated by the officers authorized by Chhattisgarh Government, to be called as the Direct Demanding Officer (DDO), in addition to the officers of CSIDC Ltd. Chhattisgarh Government may add or remove any officer from the list at any time during the currency of the rate contract.
- 2.3 DDO should act on the copies of rate contracts obtained from CSIDC Ltd. only. If under special circumstances they have to act on copies of RC obtained from the firms they should act on only such copies which are certified by an officer not below the level of G.M. of the firm that the copies provided are complete, along with all amendments since issued without deleting or altering any provisions of the rate contract and also subject to the condition that the same officer signs each page of the copy of the R.C. However, in such cases, CSIDC will not be responsible for any acts of omission by the firms.

3. PREPARATION OF SUPPLY ORDERS:

- 3.1 Placement of any Indent or the Supply Order is with a clear understanding that the expenditure involved in procuring the Stores (including cost of Stores, Duties and Taxes, Freight, Departmental Charges and other incidentals) has received the sanction of the competent Financial Authority and that funds are available under the proper Head of Accounts in the year in which the total cost will be adjusted.
- 3.2 Supply Order(s) against this Rate Contract should be prepared in the Standard Form as given in "Annexure - I" All particulars mentioned in the Form should be carefully typed or filled in so as to avoid any ambiguous interpretation. Particular care should be taken to mention quantity and total cost both in figures and in words so that there is no possibility of interpolation. Complete name and Full Postal Address of the Indentor, Consignee and the Accounts Officer and the Complete Head of Accounts must be indicated in the appropriate column of the Supply Orders. Order should be expressed in the same unit as has been given in the Contract.
- 3.3 DDOs are requested to place supply orders for their requirements on phased delivery basis to enable the Contractor to supply stores in time. The DDOs are requested to avail this discount to the full extent.
- 3.4 The DDOs who are authorized to operate RCs may sign the Supply Orders placed by them and communications relating thereto with their own designation. If sub-ordinate officer (who must invariably be a Gazetted Officer) is allowed to sign the supply order in exceptional cases, his name and designation together with that of the competent

authority (DDO) for whom he is signing should be clearly stated in such cases. The name of the Officer signing the supply order should be indicated in block letters.

3.5 When the supply order make a reference to schedule, enclosures for description of stores, item No. of the Contract, total quantity and rates etc. the supply orders as well as the enclosures stitched thereto must be signed by the Officer placing the supply Order.

3.6 Copies of Supply Orders should be endorsed to following:

- | | | |
|----------------------------------|---|----------|
| i) Paying Authority | - | 1 copy |
| ii) Inspection Authority | - | 2 copies |
| iii) Consignee/Interim Consignee | - | 3 copies |
| iv) CSIDC Ltd. | - | 1 copy |

The copies of supply order(s) being sent to the firm, Paying Authority and Inspecting Officer must be signed in ink and should be sent by Registered Post A.D. The following Certificate must be recorded on each Supply Order sent to the Contractor:

“Certified that a copy of the Supply Order has been dispatched under endorsement No. (s) dated to the (here fill in the Name and designation of the Paying Authority) _____ and _____ to the(here fill in the Name and designation of the Inspecting Officer)”

3.7 The DDOs should provide a definite date of delivery by which supplies are required. The DDOs should not stipulate vague terms of delivery. Attention is also drawn to clause-14 of CSIDC Form -1/A - according to which 21 days grace period would also be applicable on original delivery dates against supply orders with agreed and binding delivery dates unless specifically made inoperative.

3.8 The DDO should indicate against column “Date of Delivery” of S.O. the remarks that “the delivery date shown has been agreed to by the Contractor under his letter No. date..... and provided the date of delivery has been expressly agreed to by the Contractor in writing.

3.9 The rate contract shall remain in force for the period indicated in the CSIDC Form - 1. A supply order may be placed upto the last date of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular supply order. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed

4. **DESPATCH INSTRUCTIONS AND NOTIFICATION:**

4.1 Unless otherwise specified in the Schedule (s), supplies will be available from the date Contract commences.

4.2 It is essential that full and clear instructions regarding dispatch are given in the Supply Order. Any changes in dispatch or delivery instructions should be notified to the Contractor under intimation to the Paying Authority and the Inspecting Authority.

4.3 In case of Order placed on F.O.R. Station of Dispatch basis, the Stores shall be dispatched by Goods Train by the most economical route and at most economical Tariff on “FREIGHT TO PAY” basis.

- 4.4 In case the Supply Order(s) call for the dispatch of Stores on “FREIGHT PRE-PAID” basis, Stores shall be dispatched by Goods Train by the most economical route and at most economical Tariff on “FREIGHT PREPAID” basis. In that event the Freight will be reimbursed by the Paying Authority at actual against the documentary proof i.e. photocopy of the Railway Receipt. The reimbursement of Freight will be made along with the initial payment.
- 4.5 In respect of all dispatches in “SMALLS” (less than a wagon load), the Stores shall be dispatched by Parcel/Passenger Train by the Most economical route and at most economical Tariff on “FREIGHT PRE-PAID” basis. In that event the Freight will be reimbursed by the Paying Authority at actual against documentary proof i.e. Photocopy of the Railway Receipt. The reimbursement of Freight will be made alongwith the initial payment.
- 4.6 In case the Supply Order calls for the dispatch of Stores by Road, the dispatches may be made by Road.
- 4.7 In case of Rate Contract providing for prices on F.O.R. Destination basis, the Contractor should invariably dispatch stores freight “Pre-Paid” in all cases and should indicate the same in the bill. In cases where the Stores have been sent on ‘Freight to pay’ basis, the Contractor should deduct the amount of Railway Freight from its bills. In such cases, the consignee should also indicate in the Receipt Certificate portion of the Inspection Note the amount recoverable towards freight.
- 4.8 The Contractor should forward the Railway Receipt to the consignee by Registered Post Acknowledgment Due/Speed Post/Courier immediately after dispatch of stores. Should any demurrage be incurred owing to delay on their part in forwarding Railway Receipt, the amount of such charges will be deducted from their bills.
- 4.9 Challans, Packing Notes must be submitted to the consignees sufficiently in advance of the actual arrival of Stores at destination failing which the Contractor will be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.
5. **ACKNOWLEDGMENT OF THE SUPPLY ORDER AND DELIVERY:**
- 5.1 The Contractor should accept S.O. from the DDOs against this Contract on the Standard Form, incorporating all the particulars prescribed in the Contract. The Contractor should examine the supply order(s) immediately on their receipt and bring to the notice of officer placing the supply order, within 7 days of the receipt of supply order, any discrepancy, with regard to the nomenclature, Manufacturers part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post. A.D. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.
- 5.2 The Contractor at the time of receipt of supply order should verify, that a certificate to the effect, that copies of the supply order has been sent through Registered Post AD to Inspecting Officer and the Paying Authority, is recorded by the officer issuing supply order. If it is not recorded, immediate action should be taken by the Contractor in this regard to avoid delay in payment of bills.
- 5.3 The Contractor shall verify the SO about the rate of GST as per the terms of the rate contract. The contractor may return the supply order if there is no clear indication in them about the rate of GST or SO are not accompanied by form C or D which ever is applicable.
- 5.4 The Contractor shall maintain stocks at the station (s) indicated by him in his tender and shall make deliveries against Supply Orders from such stocks as and when required. Upon receipt of a Supply Order (S.O.), the Contractor, within Seven (7) days, intimate

to the S.O. issuing authority, the quantity which can be supplied from stocks at the station(s) specified in the S.O. and within the Delivery period stipulated therein and the time required to supply the balance. Such an acknowledgment may be given in the Format given below:

This is to acknowledge receipt of your Supply Order No.....dated

The Stores ordered in the Supply Order will be supplied by the Delivery Date(s) as stipulated by you viz

[OR]

The Stores ordered by you cannot be supplied by the Delivery Date(s) as stipulated by you, but supplies can be made as under:

Quantity by

[Strike out the Option Not Applicable]

If the Contractor is unable to supply the entire quantity within the time stipulated in the S.O. and intimate the time within which supplies will be made by the Contractor, the Officer placing the S.O. will notify his acceptance of the Delivery Time offered by the Contractor or negotiate until an agreement is reached between the S.O. issuing Authority and the Contractor.

If the Contractor fails to give such intimation within Seven (7) days, the Contractor shall be deemed to have agreed to supply the Stores within the Delivery Date Stipulated in the Supply order.

5.5 In all cases, the Delivery Time as deemed to be accepted by the Contractor or agreed upon as aforesaid between him and the officer placing the Supply Order shall be deemed to be essence of the Contract and delivery must be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the Contractor and the Officer who has issued the Supply Order, it shall be lawful for such officer to withdraw the Supply Order and the Contractor shall have no claim in respect of such withdrawal(s).

5.6 Against the ex-stocks deliveries, the material shall normally be put on rail (or delivered in case of local supplies) within a fortnight of the date of receipt of the S.O.. In case supplies are required urgently at station(s) other than specified in the Rate Contract, the Contractor shall intimate the S.O. issuing Authority whether extra freight charges, if any, will be to the account of the Purchaser or the Contractor. The Contractor shall await specific instructions from the S.O. issuing Authority before making any supplies.

6. **PRE-INSPECTION OF STORES BY THE CONTRACTORS:**

6.1 The Contractor should satisfy themselves that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually tendering the same for inspection to the Quality Assurance Officer nominated under the terms of Contract. Such precaution on the part of the Contractor minimizes the chances of rejection and the consequences thereof.

7. **PRE-DESPATCH INSPECTION BY INSPECTING OFFICER**

7.1 The stores on no account be dispatched/delivered without getting the same inspected and issue of Inspection Notes by the Inspecting Officer nominated in the contract.

7.2 On receipt of the Supply Order, the Contractor shall notify to the Inspecting Officer, if inspected stocks are available with the request for issue of Inspection Notes to enable the Contractor to dispatch the stores.

- 7.3 The inspection of Stores offered against Supply Order(s) will be entertained only if it is ink signed and received directly from DDO through registered post.
- 7.4 Inspecting Officer can however undertake inspection on the basis of an attested copy of the supply order provided by the firm, after comparing it with the original ink signed supply order available with the firm. Inspecting officer would simultaneously write to DDO under registered post with a request to furnish an ink signed copy of the supply order.
- 7.5 The copy of the supply order so provided by the firm, should be attested by a person not below the rank of I/c Chief General Manager (Marketing) of the firm, on each page of supply order, including amendments if any. The Inspecting Officer may also take an undertaking from the firm to the effect that the copy of supply order and amendments, if any so provided, to the Inspecting Officer is correct and complete in all respect and that the firm holds themselves responsible for any discrepancies if found subsequently and consequences thereof.
- 7.6 He may release Inspection Notes after following above procedure if the original copy of the supply order is not received from DDO in spite of making reference to him by registered post. The Inspection Notes in such cases would be issued with a note that:
 “The inspection has been undertaken and Inspection Note is being issued on the request of the supplier and on the basis of an attested copy of the supply order provided by the firm, since the original ink signed copy of the supply order has not been received from the DDO despite having asked for it vide letter No. Dated The release of stores under this Inspection Note is therefore subject to verification of the genuineness of the supply order.
 Contractor shall ensure that sufficient time is given to the Inspecting Officer in arranging inspection and testing of the goods keeping in view the delivery date.
 The Contractor should ensure that goods accepted by the Inspecting Officer after inspection have been properly and legibly stamped by latter’s Identification Stamp/Seal.
- 7.7 The Contractor shall allow all reasonable facilities and free access to his works and records to the Inspecting Officer. The Contractor shall, at his own expense, afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself that the goods are being and/or have been Manufactured in accordance with the contract requirements. For the aforesaid purpose he may require the supplier to make arrangements for inspection and/or testing of the supplies or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer. The samples, all materials, tools, labour, testing equipment and assistance which the Inspecting Officer may demand of him to verify the conformity of the goods to the quality requirement etc. will be provided without any extra charge,.
- 7.8 The result of the Inspection will be notified to the supplier by the Inspecting Officer.
8. **EXTENSION OF DELIVERY PERIOD**
- 8.1 As soon as it becomes apparent to the contractor that the delivery date(s) stipulated in the Supply Order(s) can not be adhered to, Contractor should apply for extension to the officer(s) who placed the supply order(s) giving reasons for the delay and also the date upto which extension is required. The Officer placing the Supplying Order will consider such request and if he has no objection, extend the delivery date suitably in the Format given in Annexure III. subject to the following conditions:
- a. That an amount equal to the liquidated damage for delay in the supply of the stores after the expiry of contract delivery period shall be recovered from the contractor.

- b. That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, GST, GST or on account of any Tax or Duty leviable in respect of stores specified in the said Supply Order which takes place after the agreed delivery date of delivery shall be admissible on such of the said stores as are delivered after the said date.
- c. That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date of delivery shall be admissible on such of the said stores as are delivered after the said date.
- d. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, GST, GST or on account of any other Tax or Duty on any other ground including Market Rate stipulated in the Price variation Clause which takes place after the expiry of the agreed delivery date of delivery.

9. **LIQUIDATED DAMAGES**

- 9.1 If the Contractor fails to deliver any or all of the goods within the time period(s) specified in the Supply Order and agreed by him in accordance with clause 5.4, the Purchaser will be entitled to the remedies detailed in the clause 14 of the condition of the contract CSIDC Form - 1/A .i.e. liquidated damage for delay in supply, cancellation and repurchase at the expenses of the supplier.
- 9.2 In cases where Direct Demanding Officers have placed a Supply Order on the firm stipulating an unilateral delivery date and supplies do not materialize within a reasonable time, the direct demanding officer has the right to give the contractor a notice fixing reasonable time for delivery of the goods. The notice should state that the delivery within the time fixed shall be the essence of the contract. The notice should be issued by the DDO in the standard form (Annexure- II) and can operate only if there is an acceptance absolutely and unqualified to all the terms and conditions of the contract. Such an acceptance can be evidenced either by correspondence or by conduct, that is by making supplies without raising any objections. Mere postal acknowledgment of the letter of extension will not serve this purpose. In case notice period is not agreed by the contractor either by correspondence or by conduct, the delivery will not be binding and the Supply Order in that case will have to be cancelled without any financial repercussions.

10. **TERMINATION FOR DEFAULT :**

- 10.1 The right to cancel the Supply Order rests only with the DDOs by himself.
- 10.2 Proposal for cancellation of Supply Order need be referred to CSIDC Ltd. only in case of Supply Orders above Rs. 10 lakh in value and where it is established that the delay in supply is due to willful negligence on the part of the supplier.

11. **PACKING AND MARKING:**

- 11.1 Unless specified otherwise, consignment should be securely and properly packed as per Clause 12 of the CSIDC Form - 1, and every precaution taken to avoid loss or damage during transit. Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the Consignee, Gross weight of the Package, S.O. No. and Date and the Name of the Contractor as provided in the General Conditions of the Contract [Form No. 1]

12. **SYSTEM OF PAYMENT-PREPARATION AND SUBMISSION OF BILLS:**

- 12.1 Bills should be prepared on the standard forms of the paying authority.
- 12.2 All bills in respect of the Supply Orders placed for supply by DDOs will be paid by the Paying Authority mentioned in Supply Order within 20 days from the date of receipt of

goods in good condition and submission of bills to paying authority. In case of undue delay in payment by DDOs / paying authority, interest at current bank rate shall be payable.

- 12.3 Payment will be made by the Accounts Officer concerned on the basis of original ink signed Supply Order received from DDO duly authenticated by him.
- 12.4 On no account payment will be made on the basis of attested copy of supply orders. When Contractor submit their bills to the Accounts Officer concerned, they should give the information on the bill itself that a copy of the supply order has been sent by the DDO to them quoting postal registration number and date under which the supply order was sent as indicated on the firm's copy of the supply order by the officer who has placed the supply order. The intention is that the bills regarding supply order placed by Direct Demanding Officers should accompany this information so that the Accounts Officer should be able to connect and locate the Supply orders in his office.
- 12.5 Payment will be made to the Contractor on submission of Bills in accordance with the Procedure laid down in CSIDC Form -1/A. The broad provisions are reproduced as under:
- i. 100% of the price of the Stores of each consignment thereof alongwith 1% towards consultancy & inspection charges in terms of rule 7.4 & 11 of Store Purchase Rules 2002 declared by Chhattisgarh Government, shall be paid on the receipt and acceptance of the store wise by the Consignee or delivery to the Local Consignee or delivery to an interim consignee, if any, and on the production of valid Inspection Note.

13. DUTIES & TAXES :

If it is desired to ask for GST or any other charges extra, the same must be specially stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges & no claim for the same will be entertained.

- a) If reimbursement of GST is intended as extra over the quoted prices, the supplier must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of GST will be entertained after the opening of tenders.
- b) If a tenderer chooses to quote a price inclusive of GST and does not confirm that the GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result in ignoring of such offers summarily.
- c) If a tenderer is exempted from payment of GST upto any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of Central GST, it should brought out clearly. Stipulations like, GST was presently not applicable but the same will be charged if it becomes levable later on, will not be accepted unless in such cases it is clearly stated by the tenderer that GST will not be charged by him even if the same becomes applicable later on. In respect of tenderers who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other tenderers.
- d) Any change in GST upward/ downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly, in case of downwards revision in GST the actual quantum of reduction of GST shall be reimbursed to the purchaser by the supplier. All such adjustments are include all relief's, exemptions, rebates, concessions etc. if any obtained by the supplier.

14. **GST:**

- 14.1 GST, wherever to be paid extra will be paid to the Contractor at actual against a documentary evidence i.e. a photocopy of the Invoice duly attested & signed by the Contractor's Managing Director or his authorized signatory for the purpose.
- 14.2 The Contractor, while submitting the Bills, will also furnish the following Certificate on the Bill itself.
- i. Certified that the GST charged on this Bill is not more than what is payable under the provision of the relevant Act or the rules made there under.
 - ii. Certified that the amount of Rs. _____ claimed as GST in this Bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Excise Authorities in respect of the Stores covered by this Bill.
- 14.3 The Contractor shall submit to the Paying Authority, the following Certificates:
- a. Certificate with each Bill to the effect that no refund has been obtained in respect of reimbursement of GST made to the Contractor during three (3) months immediately preceding the date of the covered by the relevant Bill.
 - b. Contractor's Statutory Auditor's Certificate as to whether any refunds have been obtained or applied for by the Firm or not in the preceding financial year, after the Annual Audit of their Accounts also indicating details of such refunds/applications, if any. This Certificate should contain reference to all Ad-hoc A/Ts, Rate Contracts held by the Contractor.
 - c. A Certificate, alongwith the Final payment Bills to the effect whether or not they have any pending appeals/protest for refund or partial refund of Excise Duties already reimbursed to the Contractor by the Government pending with the Excise Authorities and, if so, the nature, the amount involved and the position of such appeals. This Certificate should be signed by Contractor's Managing Director/Manager/Accountant.
 - d. An undertaking to the effect that in case it is detected by the government that any refund from GST Authorities obtained by the Contractor after obtaining reimbursement from the Paying Authority and if the same is not refunded by the contractor to the Paying Authority, giving details and particulars of transactions, the Paying Authority will have full authority to recover such amount from the Contractor's outstanding Bills against a particular contract or any other pending Government Contractor and no dispute on this account would be raised by the Contractor.
- 14.4 The provisions laid down in 14.3 (d) is not applicable for those units which are established in specific area where the Central Government has sanctioned specific GST Incentive to the unit.

15. **SALES TAX**

- 15.1 Whenever supplies are made to a Government Department or to any other Department which does not fall under the definition of Government i.e. the local bodies etc. but is a registered dealer under the respective GST act, the Contractor should intimate whether the purchase being a Government Department or a registered dealer is entitled for any concessional rate and if so under which notification or category they are allowed such concessions for their prompt settlement of their GST claim.
- 15.2 Wherever, the sale is to a registered dealer or Government Department or to such consignees who are entitled to avail of the benefit of the concessional rate of tax or exemption from payment of GST under the Central GST Act or the State GST Act or the rules made there under, the Contractor must obtain the relevant certificate/declaration in proper time and in case declaration/certificate the matter should be immediately brought to the notice of the S.O. issuing Authority under advice to the CSIDC Ltd.

- 15.3 In Supply Orders of Amendments, there to allowing Sales Tax, State or Central the Contractor shall furnish the following certificate under the dated signature on their relevant Bill for the Sales Tax. Certificated that the good on which GS Thas been charged have not been exempted under the Central GST Act. or State GST Act. or the rules made there under and the charges on account of GST on these goods are correct under the provision on that Act. of the Rules made there under. Certified further that we (or our branch or (Agent)..... (Address) are registered as dealers in the State of under Registration No. for the purpose of Sales Tax”.
- The Contractor should also give a Certified that the assessment for the period under which the Supply Order or the Supplies made to the Government Department or Consignee have been made or not ? In case the Assessment has been done, the Contractor should furnish a copy of the Assessment Order in which the supplies or the supply order have been covered to determine the exact rate of GST at which they have been assessed by the GST authorities.
- The Contractor should also make all their efforts to approach the last legal forum whenever there is dispute regarding applicability of GST in the category of the schedule under which they fall or whether a contract of contract for sales or the category of schedule under which they fall the contractor should ensure that the assessment made by the first authority i.e. the ASTO or STO IS not final and their orders are challenged in the next higher judicial forum.
- 15.4 If it is desired by the tenderer to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the Tender, it will be presumed that the prices quoted by the tenderer are inclusive of GST and no liability of GST will be devolved upon the purchaser.
- 15.5 On the tenders, quoting GST extra, the rate and the nature of GST applicable at the time of supply, should be shown separately. GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.
16. **FALL CLAUSE :**
- 16.1 The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person (s)/ organization (s) including the Purchase or any Department of the Central Government of the state Government or any statutory undertaking of the Central or a State Government, as the case may be during the period till performance of all Supply orders placed the currency of Rate Contract is completed.
- 16.2 If at any time during the said period, the contractor reduces the Sale price, sells or offer of sell such Stores to any person(s)/organization (s) including the Purchase or any statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under his Contract, he shall forthwith notify such reduction or sale or offer of sale to the CSIDC Ltd. and the price payable under the Contract for the Stores supplied after the date of coming into force of such reduction or sale stand correspondingly reduced. The above stipulation will, however not apply to :
- a) Export/deemed Export by the Contractor
 - b) Sale of Goods as original Equipment prices lower than the price charged for normal replacement.

- c) Sale of goods, such as drugs, which have expiry date.
- d) Tenders submitted in response to fixed quantity contract issued by CSIDC Ltd.

- 16.3 The Contractor shall furnish a following certificate to the Paying Authority alongwith each bill for payment for supplies made against the Rate Contract.
 “I / We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract
 Here in and such Stores have not been offered/sold by me/us to any person(s) /organization including the purchaser or any Department of Central Government or any Department of a State Government as the case may be upto the date bill/ the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract except for quantity of Stores categorized under sub clause (a), (b) and (c) of sub-para (ii) above details of which are as follows :-

NOTE : The contractor will also inform the Paying Authority and the CSIDC Ltd. as soon as the supplies against all the Supply Orders placed against he Rate Contractor are completed.

17. SALE OF MATERIAL BRANDED WITH GOVERNMENT MARK.

- 17.1 Material which are branched with Government mark, it would be the condition that such material will not be sold to the public, such a condition at destination. The transit risk in this respect may be covered by the Contractor by getting the stores duly insured, if he so desires. The insurance cover shall be obtained by the Contractor in his own name and not in the name of the Consignee. The consignee will as soon as possible but not later than 45 days from the date of arrival of stores at destination notify the Contractor of any Loss of Damage of the store that may have occurred during transit.

18. TRANSIT INSURANCE :

- 18.1 The purchaser will not pay separately for Transit Insurance and the Supplier will be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect may be covered by the Contractor by getting the stores duly insured, if he so desires. The insure cover shall be obtained by the Contractor in his own name and not in the name of the consignee. The consignee will as soon as possible but not later than 45 days from the date of arrival of stores at destination notify the contractor of any loss or damage to the stores that may have occurred during transit.

19. GUARANTEE / WARRANTY :

- 19.1 The Contractor shall certify that the Stores supplied to the Purchaser under any Supply Order placed against this Contractor are of best quality and workmanship and new in all respects and strictly in accordance with the specifications and Particulars mentioned in CSIDC Form - 1/A to the Rate Contract.
- 19.2 The Contractor shall guarantee that the Stores supplies would continue to be of the same quality and particulars for period of 12 months from the date of receipt of Stores by the consignee or 18 months from the dispatch, whichever is earlier. In respect of Indigenous Plant and Machinery, the period would be 12 months from the date of taking over as mentioned in CSIDC Form 1/C. The Contractor further guarantees that, notwithstanding the fact that the Inspecting Officer may have inspected and/or approved the said Stores, be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Purchase in that behalf shall be final and binding on the Contractor and the purchaser shall be entitled to call upon the Contractor to rectify the Contractor and/or replace the Stores or such portion thereof as is found to be defective by the Purchaser

within a reasonable period, or such specified period as may be allowed by the Purchaser in his discretion on application made therefore by the contractor, and in such an event the above period shall apply to the Stores rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty therefore otherwise the Contractor shall pay to the Purchaser such compensation may arise by reasons of the warranty there in contained.

- 19.3 In case of Plant and Machinery or in case of Stores which may require Spares, the Contractor shall Guarantee and they will supply Spare Parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed percentage of profit on the landed cost.
- 19.4 The Contractor shall furnish the Warranty to the effect that before going out of production for the Spare Parts, they will give adequate notice to the Purchaser of the Equipment so that the later may undertake the balance of lifetime requirements.
- 19.5 The Contractor shall furnish the Warranty to the effect that they will furnish the blue prints of drawing of the Spares if and when required in connection the main equipment.

20. **FORCE MAJEURE CLAUSE :**

- 20.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war hostility, acts of the public enemy, epidemics, civil commotion sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or of (Good hereinafter referred to as such acts) provided notice of happening of such event by one party to the other within 21 days from the date of occurrence therefore, neither party shall be reasons of such event to entitled to terminate this contract nor shall have any claim for damage against the other in respect if such nonperformance or the delay in performance, and deliveries under the contract shall be resumed its soon as practicable after such event has come to an end or ceased to exist and the decision, as the Managing Director as to whether the deliveries have been so assumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Managing Director , which shall be final all unused, undamaged and accepted material bought out components and stores in course of Manufacturer in the possession of the contractor at the time of such termination or such portion therefore as the Purchaser. May deem fit exceeding such materials, bought out components and stores as the contractor may with the concurrence of the purchase to retain.

21. **PURCHASER'S RIGHT TO SHORTCLOSE THE RATE CONTRACT.**

- 21.1 Since the rate contractor is standing offer and is merely a document embodying various terms of the standing offer made by the contractor, the purchaser i.e. CSIDC Ltd. can legally cancel the Rate Contract, at any time during the currency of the Contract. Giving a responsible opportunity to the contractor to represent against such cancellation. The revocation/cancellation of the Rate Contract shall take effect immediately thereafter. Any order placed by Direct Demanding Officer after the date of cancellation of the Rate Contract should not be taken up by the contractor for execution. The purchaser i.e. CSIDC Ltd. may, at its option negotiate with the Contract so as to bring the R/C prices in line with the Market prices, whenever market fluctuation affect prices abnormally. If the negotiation with the contract will be foreclosed and fresh and fresh Rate Contract will be concluded separately.

22. RECEIPT OF STORES & NOTIFICATION OF DAMAGE AND LOSS IF ANY :

- 22.1 The consignee is responsible for verifying at the time of taking delivery from the Railway Authorities that the stores have been received intact without loss or damages. When the stores are dispatched in full wagon are intact.
- 22.2 If there are any discrepancies such store having been damaged, found deficient or below standard the consignee, after taking into account special terms and conditions, if any, that might have been stipulated in the Rate Contract regarding responsibility for breakage etc, in transit should make the endorsement in the consignee' together with amounts to be recovered from the Contractor. Brief reasons as to why the amount is to be recovered from the Contractor such as 'bad packing' etc should be stated as guide to the Paying Authority regarding the action to be taken.
- 22.3 If there is evidence of loss or damage, the consignee should arrange to secure necessary certificate from appropriate railway officials before taking delivery. The loss or damage should in every case, be promptly reported to the Contractor, Purchase Officer who placed order, as otherwise the consignee will be deemed to have accepted the stores. In any event, the consignee should not, give Receipt Certificate to the Contractor before checking and verifying the stores.
- 22.4 In case the consignee observes some shortage/damage they should ensure to take Open Delivery invariably and lodge the claim with the Carriers immediately under intimation to contractor CSIDC Ltd. and the Paying Authority. Failure to act. properly may result in losing their claim of shortage/damage, if any observed at a later date.
- 22.5 The consignee should invariably incorporate a certificate on the Receipt Certificate on the following lines:
 "Consignee was dispatch under +"
 + indicate any one of the following through which/consignment was dispatched/ received.
- a. Clear Railway Receipt.
 - b. Said to Contain Railway Receipt.
 - c. At Railway/Owner's risk".
- 22.6 Any amount paid by the consignee, due to demurrage charges, under charges etc. on behalf of the contractor should be immediately reported to them, under intimation to the Paying Authority to enable him to retrench the amount from any of the bills due to the contractor.
- 22.7 The consignee should ensure that any loss and or damage to Stores that, may have occurred during Transit should be notified to the Contractor within 45 days of the date of arrival of the stores at destination. Failure to do so would render Purchaser claim for such loss/ damage being rejected by the contractor in case entire consignment is not received within 30 days of its dispatch, the Consignee should immediately take up with Railways and lodge claim with them. Simultaneously the consignee should advise the Contractor asking them to take up the matter with the Railway for follow up action. In all such cases, Paying Authority may be advised suitable so as to recover the cost of such affected consignment could be recovered from the Contractor bills in terms of General Conditions of Contract.
- 22.8 Where stores are rejected on arrival on destination these will be re-booked to the contractor, if he so desires, Freight to Pay at public Tariff rates.

- 22.9 Where the rejected stores are returned as above, and goods are not required to be replaced the freight paid by the consignee, if any, on the original consignment will be recovered from the contractor either in cash or from their bills. In case original consignment was booked at concessional rate, the charges actually incurred by the consignee only will be recovered. If the contractor does not want the consignment to be rebooked, and the original consignment was booked at concessional tariff, the contractor shall be liable to pay the difference between the public tariff and the concessional tariff.
- 22.10 The consignee should also indicate Replacement required” “Replacement not required or Can rectify locally total cost Rs Paying Authority shall take necessary action, in consultation with the Purchase Officer, to retrench the amount from any sum due or which may become due to the contractor and for this purpose the Paying Authority will use Retrenchment Slip copies of which will be sent to the Contractor, Purchase Officer, Consignee and Inspecting officer.
- 22.11 The consignee then will ascertain from the Contractor whether he is going to :
- i) make good the deficiency in stores
 - ii) carry out rectification, or
 - iii) agree to the rectification being carried out by the consignee at the Contractor’s expense.
- 22.12 Regarding (i) above in the event of replacement after rejections of stores, the consignee should address a letter to the Rate Contract holder for replacement giving details of stores rejected and endorse copies to the pay & Accounts Officer, Concerned. and the Inspection Officer will carry out inspection of Stores tendered by the Rate Contract holding firm and issue inspection notes. The Inspecting Officer must, however mention in the Inspection Note No dated as per letter No dated from consignee. The consignee will, also as usual, return to the Rate Contract holding firm’ the Inspection Note after making necessary endorsement and completing the Receipt Certificate therein and the normal procedure for final 100 % payment will be followed in such cases.
- 22.13 Regarding (ii) the same procedure as in the case of (i) above will apply except where rectification are carried out at the consignee’s premises In the latter event, if it is not possible for the Rate Contractor holder to have the Stores re-inspected by the Inspector named in the contract, the consignees may inspect the stores and issue the inspection Note endorsing it with the Retrenchment Slip no. and date for cross reference He will complete Inspection Certificate and Receipt Certificate and distribute copies of the Inspection Note in the normal manner Regarding (iii) the Rate Contract holder will be debited with the actual cost of such rectification Issue of further Inspection Note would not be necessary.
- 22.14 In case consignee proposes and communicates to the Paying Authority any recovery due to shortage/damage/rejection etc. copies may be endorsed to CSIDC Ltd. also so that he is also aware of such recovering and the performance of the Contractor.
- 22.15 If the goods are required to be replaced, such consignment in the replacement will be booked Freight Paid at Public Tariff Rate irrespective of Tariff for the original consignment NO. recoveries in respect of freight on the original consignment will be made from the contractor. In case the replacement supplies are booked will be made from the Contractor at Public Tariff Rate either in cash or by deduction from his bills

and the fact should be reported to CSIDC Ltd. so that suitable action can be taken against the contractor.

22.16 Recoveries of freight charges be reported to the Paying Authority as early as possible together with the details of the Supply Order to enable him to identify the transaction.

22.17 Immediately after the completion of Supply Order the consignee should furnish the following information to the purchase Officer.

- a) Supply Order No. & Date read with R/C No. date
- b) Quantity and Value of Supply Order.
- c) Date of dispatch by the Contractor along with R.R. No. and date.
- d) Any remarks.

23. **SUBMISSION OF DRAWAL REPORTS :**

23.1 The offer of the firms for the next RC, will be considered only if their performance against the current and preceding RCs, if hold by them, is satisfactory and they are other wise eligible. For this purpose the CSIDC Ltd. expect that a firm should have supplied minimum 85%/ 95% 100% of the stores due for supply against the current RC and preceding two years R.C respective on or before the cut off date as indicated in the tender enquiry.

23.2 The Contractor shall submit a statement of Orders received and executed against the Rate Contract, by the 10th of each month in the proforma attached (“Annexure – III”) to the concerned DDO’s with copy to Managing Director CSIDC Ltd..

24. **RESOLUTION OF DISPUTE :**

24.1 In the event of any question, dispute or difference arising under these conditions or any Special Conditions of Contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the CSIDC Form -1/A.

24.2 Where the Sole Arbitrator Clause has not been agreed to, all dispute or differences arising under or out of or in connection with the contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where contract was issued is situated.

25. **REVOCATION / CANCELLATION OF RATE CONTRACT :**

Since the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely the RC holder / The Purchaser can legally revoke/ cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 21 days. The revocation of the Rate Contract on the part of the RC holder shall take effect 21 days from the date of the communication of revocation is received from the purchaser. The cancellation of the Rate Contract by the Purchaser shall take effect 21 days from the date of issue of letter notifying the short-closure.

The notice-cum-cancellation of Rate Contract letter to be issued by the purchaser is given in Annexure - IV and the RC holder can revoke the Rate Contract by making an application in the form given in Annexure - V.

-----XXXXX-----

ANNEXURE - I

Supply Order Against Chhattisgarh State Industrial Development Corporation Ltd. Rate Contract

Office Of The _____ Supply Order No. _____
 _____ Date _____

To, _____ Supplier Code No. _____
 M/s _____

This supply order is being placed for under mentioned material in terms of CSIDC Ltd. Rate Contract No. _____ dated _____ valid from _____ to _____ to create a specific contract between the contractor named above on the one part and the * _____ on the other part.

Item Code No.	Description	Unit	Quantity	Rate / Unit	Total Value Rs.
Grand Total Rs.					

2. GST (if any) : _____
3. GST(if any) : _____
4. Other Charges (if any) : _____
5. Term of Delivery : F.O.R. Destination
6. Delivery Period : _____
7. Mode of Transport : _____
8. Inspection Authority : ADI (QA) DGS&D New Delhi
 Inspecting Officer : Director (QA) of the area concerned or his authorized representative.
9. Name and Address of the consignee (s) : _____

10. Paying Authority : _____

* mention the name of indenter placing the supply order.

11. Payment Terms : _____

12. Head of Accounts to which debit is to be raised : _____

All other terms & conditions mentioned in the aforesaid Rate Contract shall be applicable.
Please acknowledge receipt of supply order immediately.
In case there is any discrepancy in the Supply Order, same should be communicated within 7 days of receipt of supply order, failing which it will be presumed that there is no discrepancy in the supply order.

For & on behalf of () _____

Copy to :

- 1. Paying authority _____
- 2. Inspection authority _____
- 3. Consignee (s) _____

For & on behalf of () _____

Annexure -II

AMENDMENT S. NO.

To

Sub : Supply Order No. Dated For Supply
 Of Against CSIDC Ltd. Rate Contract No.
 Dated (Value Rs.)
 Ref : Your letter No. Dated

Sir,

You have failed to deliver the Stores (indicate the quantity of Stores remaining unsupplied) within the Contract Delivery period (Delivery period as last extended upto). In your letter under reply, you have asked for extension/further extension of time for delivery. In view of the circumstances sated in your said letter, the time for delivery is extended from to

2. Please note than an amount equal to the liquidated damage for delay in the supply of the stores after the expiry of the Contract delivery period shall be recovered from you.
3. The above extension of delivery date will also subject to the following further conditions :-
 - a) That no increase in price on account of any statutory increase or fresh imposition of Customs Duty, GST, GST or on account of any Tax or Duty leviable in respect of stores specified in the said Supply Order which takes place after the agreed deliver date of ** _____ shall be admissible on such of the said stores as are delivered after the said date.
 - b) That notwithstanding any stipulated in the contract for increase in price of any other ground no such increase which takes place after the agreed date of ____** _____ shall be admissible on such of the said stores as are delivered after the said date.
 - c) But, nevertheless, the Purchaser shall be entitled to the benefit of any increase in price on account of reduction in or remission of Customs Duty, GST, GST or on account of any other Tax or Duty or on any other ground including Market Rate stipulated in the Price stipulated in the Price Variation Clause which takes place after the expiry of the agreed delivery date of ____** _____.
4. You are requested to note that notwithstanding the extension in Delivery Period (if accepted by you), the time hereby extended for supply of stores shall be deemed to be of essence of Contract and failure on your part to supply the stores by the extended time shall entitle the Purchaser to cancel the contract at your risk and cost without further notice or opportunity.
5. Please intimate your unconditional acceptance to reach this office within 21 days of the issue of this letter failing which contract will be cancelled at your risk and expenses without any further reference to you.
 (** insert here the original delivery date or the last unconditionally extended delivery date)

Yours Faithfully

ANNEXURE- III**FORMAT FOR DRAWAL REPORT**

Name of the firm _____ Jan – Mar Report No. _____
 Apr – June
 Rate Contract No. _____ July – Sept. Date of Submission _____
 Oct. – Dec.

Total position of Order against Rate Contract till the submission of Report

Name of Department	Value of Order Received	Value of Order Executed	Balance to be supplied	Reasons for non supply
--------------------	-------------------------	-------------------------	------------------------	------------------------

Foot 1. Value indicate should be a) Value of orders received during the quarter – Rs. _____
 Total value inclusive of all
 Taxes duties and incidental b) Value of orders supplied during the quarter – Rs _____
 Charges.

2. Nill report should also be Submitted

ANNEXURE- IV

(Notice - Cum - Cancellation Letter)

Chhattisgarh State Industrial Development Corporation Limited
A Government of Chhattisgarh Undertaking
1st Floor Udhog Bhawan Ring Road No. 1, Telibandha Raipur (C.G.) 492006

(Application where the Purchaser decided to short-close the R/C)

No. _____

To,

M/s _____

_____Subject : Rate Contract for supply of _____
Valid upto _____.

Dear Sir,

- a) It has been observed that there has been a notable downfall in the prices after conclusion of the R/C and that the stores are now obtainable on much lower rates (if it is possible to indicate a definite price at which the stores are now obtainable, the same can be counter offered to R/C holder for their acceptance).
- b) The quantity of the goods supplied against the R/C so far have not been to the requisite standard in as much as there have been complaints from the departments in this regard, and
- c) Your conduct in performance in R/C has not been satisfactory in respect of :
- d) Any other reasons which can be indicated.

Note : Purchase officer has to assign any one or the other reasons as relevant.

- 2) In view of above, it has ; been decided to short-close the subject Rate Contract after _____ allow 21 days from the date of the issue of the letter. The Rate Contract may be treated as cancelled / withdrawn after _____ (date given for the withdrawal of the RC). Any order placed by Direct Demanding Officers after the expiry of the notice period shall not be executed by you.

Yours Faithfully
For & On Behalf of the Purchaser
Named in the Schedule.

ANNEXURE- V

REVOCATION - CUM - CANCELLATION
 (Application where RC is revoked the RC Holder)
 1st Floor Udhyog Bhawan Ring Road No. 1, Telibandha Raipur (C.G.) 492006

To,

Managing Director,
 CSIDC Ltd.
 1st Floor Udhyog Bhawan Ring Road No. 1,
 Telibandha Raipur (C.G.) 492006

Subject : Rate Contract for supply of _____
 Valid upto _____.

Sir,

It is not possible for us to continue for supply against the subject Rate Contract for the following reasons :

- a)
- b)

In terms of clause 25 of CSIDC Form - 2, I/We hereby revoke the Rate Contract which will take effect 21 days from the date of receipt of this communication by your office. Formal cancellation letter may be issued at the earliest.

Yours Faithfully
 (M/s _____)

Note for the Purchase Officer ;

The Purchase Officer is expected to issue the cancellation letter counting 21 days from the date revocation letter is received in the CSIDC Ltd. stating that :

“ In view of your letter dated _____ the Rate Contract is hereby treated as short-closed/withdrawn w.e.f. _____

All orders placed prior to this cancellation are, However, to be executed at the earliest.”

**INFORMATION & INSTRUCTIONS
TO THE BIDDERS FOR e PROCUREMENT SYSTEM**

Special Conditions & instructions for eProcurement System as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Enrollment/ Registration & Empanelment of the Contractors/Bidders on Government of Chhattisgarh's e-Procurement Portal:

In order to participate in the tenders floated using the eProcurement System, all contractors/bidders are required to get enrolled on the eProcurement portal ([http:// eproc.cgstate.gov.in](http://eproc.cgstate.gov.in)) and suppliers registered with CSIDC should get themselves empanelled on the sub-portal of CHHATTISGARH STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED in [http:// eproc.cgstate.gov.in](http://eproc.cgstate.gov.in) in the relevant bidder class.

The enrollment of contractor on [http:// eproc.cgstate.gov.in](http://eproc.cgstate.gov.in) is valid for one year, thus it needs to be renewed every year. The empanelment of the contractor is also required to be renewed in the system as and when registration is renewed with the department.

2. Set-up of Machine:

In order to operate on the eProcurement system, setting of User's machine is required. For which User has to install some utilities in his machine as per the instructions given in Help Manual for 'Machine Setup' (Available for download on the eProcurement portal). The copy of the same may be obtained from Service Provider of the eProcurement System

“M/s Mjunction services limited.”

3. Obtaining a Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered contractors may obtain information required for issuance of a Class II Digital Signature Certificate from the Controller of Certifying Authorities (www.cca.gov.in) or from below address:

M/s Mjunction services limited

Helpdesk using 1800 419 9140 (from 9 AM to 11 PM) (therein press 2 for CG e-Proc) or you can email them at Helpdesk.eproc@cgswan.gov.in

Important Note: Submission of Bids for a particular tender shall be done only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it shall be assumed to represent adequate authority of the user to bid on behalf of the firm for Public Health Engineering Department's tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. Opening of an Electronic Payment account:

For Submitting the bids online Contractors/ Bidders are required to make online payment using the electronic payments gateway service as mentioned in the NIT.

Arrangements have been made for Contractors/ Bidders to make payments online via Credit Card / Cash Cards / Internet Banking. The different modes of electronic payments accepted on the eProcurement System is available and can be viewed online on the eProcurement website (<http://eproc.cgstate.gov.in>).

5. Payment for submission of bids online:

The tender documents may be downloaded free of cost from online eGPS by eligible Contractors/Bidders. The Contractors/Bidders are required to make the payment for bid submission

through online payment modes mentioned in *Point No. 4* above. In online tendering, the "application form" for the issue of tender documents shall not be required.

The suppliers shall submit the bids by making online payment of Tender document fees using the service of the secure electronic payments gateway, and print out the system generated receipt for their reference which can be produced whenever required.

The secure electronic payments gateway is an online interface between Contractors/ Bidders and credit card/online payment authorization networks.

Submission of bids, EMD and other documents will be governed by the time schedule given under "Key Dates" on the online e-Procurement System portal for the particular tender.

[Please refer to the Help Manual for viewing of New Tenders Online on the eProcurement Portal.]

6. Tender Download:

Eligible/ Interested Bidders can download the Tender Document online.

7. Submission of Bid Seal (Hash) of online bids:

The online submission of bids will be preceded by submission of the "digitally signed bid seal (hash)" as stated in the tender time schedule (Key Dates) published in the NIT. The contractor cannot change any bid data after the generation of bid seal (Hash).

8. Generation of Super Hash:

After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "digitally signed tender Super-Hash" which will be prepared by concerned Department official. This is equivalent to sealing the tender box.

9. Submission of actual online bids:

Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate after the generation of Super Hash within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only those suppliers who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), shall be accepted by the system. A supplier who does not submit his bid seal (hash) within the stipulated time shall not be allowed to submit his bid.

10. Submission of Earnest Money Deposit:

The supplier will also submit their Earnest Money Deposit as usual in a sealed physical "Cover - A" and the same should reach the stipulated department office as stated in the Tender Document, by post. The Supplier shall also upload scanned copy of EMD instrument along with other details during online bidding.

11. Opening of Tender documents: The authority receiving the tenders or his duly

authorized officer shall first open the "Envelope A" of all the contractors/bidders and check for the validity of EMD and documents submitted in the "Envelope A", as required by _____ Department. In case, the requirements are incomplete, the Technical Bid of the concerned supplier received shall not be opened.

The authority shall then open the bids submitted by the suppliers online through the eProcurement website. The official shall match the hash of each bid with the hash submitted by the contractors prior to bid submission. In the event of any mismatch, such bid(s) shall be rejected after a due process of verification by _____ Department.

12. Fill Negotiated Rates:

The successful bidder may have to fill in Negotiated Rates if so required during this Process. In case of no negotiation or no change in rates successful bidders need to complete the Fill Negotiated Rates stage.

13. Key Dates:

The suppliers are strictly advised to follow the tender schedule (Key dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

PRE-CONTRACT INTEGRITY PACT**1. GENERAL:-**

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....20.....,between, the Government of Chhattisgarh acting through Shri.....(Name of Purchase Department) Government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context other wise requires, his successors in the office and assigns) and the First Party, proposes to procure (Name of the Stores.....) and M/s..... represented by Shri.....Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second party, is willing to offer/has offered.

- 1.2 WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES:-

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired Stores at a Competitive Price in conformity with the defined Specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain form bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3 COMMITMENTS OF THE BUYER:-

The BUYER commits itself to the following:-

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4.COMMITMENTS OF BIDDERS:-

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other

contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION:-

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT):-

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of...Chhattisgarh State Industrial Development Corporation Limited.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the.....(BUYER)on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

- 6.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS:-

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (V) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (Vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(S) due to the BIDDER.
 - (Vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (Viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
 - (iX) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law: any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

- 7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER .However, the BIDDER can approach the Monitor (s) appointed for the purposes of this Pact.

8 FALLCLAUSE:-

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPEDENT MONITORS:-

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor (s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION:-

In case of any allegation of violation of any provisions of this Pack or payment of commission, th BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION:-

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS:-

The actions stipulated in this Integrity Pact are without Prejudice to any other lega action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY:-

- 13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later, In case BIDDER is unsuc cessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.
- 14.2 The parties hereby sign this Integrity Pact at.....on.....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/PSU

Witness

Witness

1)
.....

1).....
.....

2)
.....

2)
.....