



DETAILS OF TENDER DOCUMENT FOR ANNUAL RATE CONTRACT

(ARC)

FOR CHEMICALS / GLASSWARE/ PLASTICWARE/ FILTER PAPERS/

&

CRUCIBLES

2008-2009



CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)

H.Q.: Barwa Road Campus, Dhanbad - 826 015 (Jharkhand), India

No.CIMFR/PUR/14(9)2008

Date:30.04.2008

Notice of Inviting Tender

Director, CIMFR invites sealed tenders from reputed Manufacturer /Stockiest/ Authorized dealers/reselling agents for entering into an Annual Rate contract (ARC) for the following stores.

1.	Chemicals, Glass wares, Plastic wares, Filter Papers, Crucibles etc.
2.	HP Cartridges, CD R/RW, Pen Drives and Batteries for UPS & Inverters
3.	Photo copier Paper

Last Date of Submission : 02.06.2008

Time: Up-to 4.00PM

Date of Opening

: 03.06.2008

Time: At 10.30AM

For Details Please visit Our web site www.cimfr.nic.in

Phone:- 0326- 2388306/2388319

Fax No: 0326- 2296030/2381210

Stores & Purchase Officer

DETAILS OF TENDER DOCUMENT FOR ANNUAL RATE CONTRACT (ARC)

BID REFERENCE NO.	:	No.CIMFR/PUR/14(9)2008
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	02.05.2008
LAST DATE AND TIME FOR SUBMISSION OF BIDS	:	02.06.2008 at 15.00 hrs.
DATE AND TIME OF OPENING OF BIDS	:	03.06.2008 at 10.30 AM
ADDRESS FOR COMMUNICATION	:	The Director, Central Institute of Mining & Fuel Research, HQ, Barwa Road, Dhanbad-826015
SUBMISSION OF EMD Chemicals Glassware / Plastic ware Filter Paper and Crucible ARC for Cartridges (HP) ARC for CD-R/RW& Pen Drives () ARC for Batteries ARC for Photo Copier Paper	:	EMD for Rs. 30,000.00 for chemicals Rs.20,000.00 for glass ware/ Plastic ware Rs.10,000.00 for filter paper and crucibles Rs. 10,000/- for Cartridge of printer any make / model Rs. 5000.00 for CD-R/CD-RW/ DVD /Pen drive Rs. 10,000.00 for Batteries of UPS/ Inverter and Rs. 10,000.00 for photocopier paper to be submitted along with the bid
CONTACT PERSON	:	Store & Purchase Officer Central Institute of Mining & Fuel Research HQ, Barwa Road, Dhanbad-826015 Ph. :(0326) -2388306/2388319 Fax: (0326)-2381210/2296030



CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)

H.Q.:Barwa Road Campus, Dhanbad – 826 015(Jharkhand), India

No.CIMFR/PUR/14(9)2008

Dt.30.04.2008

NOTICE INVITING TENDR

Director, CIMFR invites sealed tenders towards Annual Rate Contract (ARC) from reputed manufacturer/ authorized distributors /dealer/ reseller/ retailer for **Chemicals** , Glass wares, Plastic wares, Filter Papers, Crucibles, **HP Cartridges of printers of all the models, CD-R/CD-RW, Pen-drives, Batteries for UPS & Inverters, Photo copier paper for frequent official use of both the campuses (Barwa Road & Digwadih Campus)** of the bonafide staff members of CIMFR . In order to simplify the process of procurement the Director, CIMFR, Dhanbad desires to enter into Annual Rate Contract (ARC) for the said items for one year from the date of award of contract.

Item No.	File No.	Particulars of Item	T.D. Fee in DD*	EMD in DD/BG/BC
1.	13(3)/CIMFR/18 (Chem) /08-09	Lab. Chemicals,	Rs. 300.00	Rs. 30,000.00
		Glass wares / Plastic wares		Rs.20,000.00
		Filter Papers, Crucibles		Rs.10,000.00
2.	13(2)/CIMFR/18(Ctg)/08-09	Cartridge all model Printer of HP make	Rs. 300.00	Rs. 10,000.00
3.	13(2)/CIMFR/18(CD)/08-09	CD-W/CD-RW Make Sony/Amkette /Moser Bear/ Samsung Pen drive(Transend/ moserbear/LG)	Rs. 300.00	Rs. 5000.00
4.	13(2)/CIMFR/18(PCP)/08-09	Photo Copier Paper A4 Size Make-Modi/Century/ J.K. Brand	Rs. 300.00	Rs. 10,000.00
5.	13(2)/CIMFR/18(Batt)/08-09	Batteries for UPS, Entire range/AH Make Exide/ Sukam/ Panasonic/ Tata green	Rs. 300.00	Rs. 10,000.00

* No tender fees are required in case it is downloaded from the site www.cimfr.nic.in.

Note: The Tender Document can be obtained from the Office of the Stores & Purchase Officer, CIMFR, Barwa Road, Dhanbad on written request on payment of the non- refundable and non – transferable tender document fees as stated above in the form of cross Demand Draft issued by a scheduled bank drawn in favour Director, CIMFR, payable at State Bank of India, Hirapur Branch, Dhanbad from 02.05.2008 to 02.06.2008. CIMFR will not be responsible for non- receipt of the Tender Documents due to postal delay/loss in transit. The tender complete in all respect along with EMD should reach to this office on or before 02.06.2008 before 4.00 PM and shall be opened on 03.06.2008 at 10.00 AM onwards in the Meeting Room of CIMFR.

Tender Documents with detail terms & conditions can be downloaded from our website: www.cimfr.nic.in . Tender fees will not be required if it is downloaded from the website up to the tender sale period. The required EMD as stated above in the form of DD must be enclosed in the technical bid failing which the offer will be treated as non-responsive.

Director, CIMFR reserve the right to accept or reject in part or in full to any or all the tender without assigning any reason thereof.

Phone:- 0326- 2388306/2388319
Fax No: 0326- 2203156/2381210

Stores & Purchase Officer

Tender Document for Chemicals /Glassware/ Plastic ware/ Filter Papers/Crucible etc.

INTRODUCTION

Central Institute of Mining & Fuel Research, Dhanbad, a constituent establishment of Council of Scientific & Industrial Research under Ministry of Science and Technology, Govt. of India engaged in Research & Development activities is in frequent use of Chemicals, Lab- Glassware/ Plastic ware/ Filter Papers and Crucibles of high quality . In order to simplify the process of procurement the Director, CIMFR, Dhanbad desires to enter into Annual Rate Contract (ARC) for the said items for one year from the date of award of contract.

In this connection, you are requested to submit the best competitive offer for all types of Chemicals (LR/AR grade including HPLC solvents, Media & Bio-Chemicals), Glassware/ Plastic ware (Complete Laboratory range) & Filter Papers (of high quality) strictly as per the instruction and terms & conditions mentioned in the tender document.

INSTRUCTIONS TO BIDDER

1.0 Preparation of Bids

1.1.1 The bidders shall send the sealed quotation by filling of the ARC form super scribing the following :

1.1.2 Application for ARC/addressed to D’CIMFR, Dhanbad

1.1.3 Ref. No. & Date 13(3) CIMFR/ARC/08-09 dt. 20.04.2008

1.1.4 Date of opening :

2.0 An Earnest Money Deposit (EMD) of the following amounts against each R/C proposal in the form of DD drawn in the favor of the Director, CIMFR, Dhanbad and payable at SBI, CIMFR, Dhanbad.

Chemicals	: Rs. 30,000/-
Glass ware/Plastic ware	: Rs. 20,000/-
Filter Papers and Crucibles	: Rs. 10,000/-

2.1.1 Submission of the EMD is mandatory. Non-submission of the same will lead to rejection of the offer. Separate application and DD towards EMD as per cl. No. 2.1.1 must be submitted for each product category. **The bidders who have submitted EMD earlier (during 2005-06) need not submit it again, but reference of the same with DD No. & date must be mentioned. Manufacturers submitting their bid need to attach EMD for each segment of products separately. However, incase of bids being submitted by an authorized dealer need to attach EMDs for each category only. For example, a bidder having dealership of more than one chemical mftr. Can submit EMD only once. This is applicable for one category of product only.**

3.0 Enclosures to the Bid

3.1.1. Firms Forwarding Letter

3.1.2. ARC application From duly filled-in, signed and sealed.

3.1.3. DD towards EMD

3.1.4. Authorization Letter from Manufacturer for the dealers / distributors

3.1.5. Document related to the dealer’s sales Tax and Income Tax

3.1.6. Copies of the ARC of different CSIR Laboratories (Max. three)

3.1.7. Declaration towards Certificate of Analysis (Only for Chemicals)

4.0 Submission of Bids

4.1.1 The Bid should be neatly typed. Hand written offers will be rejected.

The Purchase shall not be responsible for any postal delay and delay in receipt of the offer. Any bid received by the Purchase without the tender fees along with the bids where tender documents are downloaded from the website will be rejected. **Delayed/ Late Bids will not be accepted at any circumstances.**

- 4.1.2 All the Bids will be opened in the presence of bidder's representatives, who, chose to attend the same as per the date and time specified in the Tender Document.

GENERAL TERMS AND CONDITIONS

1.0 Period of the Contract

- 1.1.0 The ARC will be effective up to one year from the date of our of contract and can be extended if it is felt mutually by both parties.
- 1.1.0 The rates shall remain valid for a period of one year and there will be no change in price structure during the currency of the contract except, if the statutory levies are otherwise made applicable by the Govt. through notification / regulations. Enlistment can be cancelled at any time if the firm found as a habitual defaulter or supplying sub-standard material or for any reason or non-compliance of the terms and condition of the ARC.

2.0 Delivery Schedule

- 2.1.0 Materials should be door delivered at CIMFR, Stores, Dhanbad.
- 2.2.0 Delivery must be made within a period of 30-45 days from the issue of the order either directly or through their dealer network unless otherwise specified.
- 2.3.0 If the suppliers fail to deliver the stores within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm and the supplier will be liable to the purchaser for any excess cost.
- 2.4.0 Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.

3.0 Payments

- 3.1.0 All payment shall be made on bill basis on receipt of the materials in full normally within 30 to 60 days from the date of delivery or otherwise specified in the purchase order. The bills must submitted along with authorization slip from the manufacturer authenticating the supply of genuine product.

4.0 Appointment of Local Dealer/ Stockiest

- 4.1.0 The Manufactures/firms /principals shall furnish the name and address of their local starkest /Dealer so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers/ stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.
- 4.2.0 Any addition and deletion of dealership/ distributorship shall be intimated to the undersigned immediately on authorization of a new party.

5.0 Taxes & Duties

- 5.1.0 CIMFR, Dhanbad is exempted from paying Excise Duty on procurement of stores vide OM No. TU/V/RG-CDE (105)/2001 dt. 10.12.2001
- 5.2.0 CST/VAT on concessional rates (if applicable) may be claimed by the suppliers outside Jharkhand against "Form of Certificate" to be issued by CIMFR, Dhanbad. And if the supply is made within the state of Jharkhand, JST as applicable will be paid.
- 5.3.0 Octri Every Taxes, as applicable will paid by the firm and can be claimed afterwards on bill Basis on production of original vouchers.

6.0 Loss, Damage & shortage

- 6.1.0 CIMFR shall not be responsible for any loss, damages and shortage during transit. Payment shall be Made for materials received in good conditions only.

7.0 General

- 7.1.0 CIMFR, Dhanbad reserves the right to enter into parallel Rate Contract for similar items any time during the period of Rate Contract with one or more parties.
- 7.2.0 The Rate Contract can be terminated at any time by giving one month's notice by either party.
- 7.3.0 The stores so supplied will have to be of high quality & grade and in the event if chemicals & Solvents are found to be of inferior quality, the supplier is liable to be blacklisted.
- 7.4.0 A liquidated damage charges of minimum up to @ 1% of the order value per month or maximum up to 10% of the total order value will be recovered from the vendor for non-compliance of the RC Terms and Conditions.
- 7.5.0 The acceptance of the order will rest with the Director, CIMFR, Dhanbad, who does not bind himself to accept the lowest Tender and reserves the right to himself to reject/accept partially or wholly the tenders received, without assigning any reason.
- 7.6.0 (i) **NO PRICE LIST/ CATALOGUE/ BROCHURE/PAMPHELT ETC. SHOULD BE SENT ALONGWITH THE OFFER AT THIS STAGE.**
(ii) Successful applicants will be intimated to submit their price list / catalogue/ brochure/ pamphlet only after enlistment. Copies of the same may be submitted on intimation only.
(iii) Price of the products can also be submitted in the form of CDs or Floppies.
- 7.7.0 Mere submission of application/ proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which our decision will be final.
- 7.8.0 Printed terms and conditions of the applicant on their quotation Form/ Literature/ Letter etc. if any, will not be binding on us.
- 7.9.0 Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever.
- 7.10.0 Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

APPLICATION FORM FOR ANNUAL RATE CONTRACT WITH CIMFR, DHANBAD
(A Separate Application Form is Required for each Product Category)

1.	NAME & ADDRESS OF THE MFTR. (With Tel./Fax/Mobile/ email address)	
2.	NAME & ADDRESS OF THE LOCAL AUTHORISED DEALER/ DISTRIBUTERS (with Tel./ Fax/Mobile/ email address)	
3.	QUOTED PRODUCT CATEGORY	
4.	PERCENTAGE OF DISCOUNT OFFERED	
5.	NAME OF THE CSIR LABS. OF SIMILAR ARC (MAX. THREE)	
6.	CST/VAT CHARGED ON THE DISCOUNTED PRICE (No. C & D form will be issued)	
7.	DELIVERY CHARGES	
8.	DELIVERY PERIOD	30-45 DAYS
9.	DELIVERY OF MATERIALS	DOOR DELIVERY AT CIMFR STORES
10.	NO, DATE & AMOUNT OF THE .DD TOWARDS EMD (IN CASE THE EMD SUBMITTED AGAINST EARLIER NIT THE DETAILS TO NEED TO BE MENTIONED)	
11.	CST/JST NO. OF THE DEALER	
12.	PAN NO. OF THE DEALER	
13.	PERIOD OF CONTRACT	ONE YEAR FROM THE DATE OF AWARD OF CONTRACT

NOTES

- ✓ We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and we will produce all the relevant documents promptly, if necessary or as and when asked for by CIMFR. We understand that information provided by us will serve as Pre-qualification Criteria for enlistment on ARC and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled and all our claims may be forfeited by the CIMFR. We have read and understood all the terms and conditions of ARC and we fully agree to it.
- ✓ We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of CIMFR.
- ✓ We also undertake that all the terms and such as Product Range, Price, Discount, Delivery/other charges, Terms of Payment and also the name/s of the Dealer/ Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will promptly change our distributor / supplier if a request/ complaint is received from your end with regard to this effect due to any reason.

Date:

Signature :

Place :

Name :

Designation :

Seal of the firm :



**DETAILS OF TENDER DOCUMENT
FOR ANNUAL RATE CONTRACT
(ARC)**

**FOR HP Cartridge / CD, Pendrive/
Batteries for UPS & Inverter,
&**

Photo Copier Paper

2008-2009

Tender Document for HP Cartridges, CD-R/CD-RW, Pen-drive, Batteries for UPS & Inverter

INTRODUCTION

Central Institute of Mining & Fuel Research (CIMFR) Dhanbad, a constituent establishment of Council of Scientific & Industrial Research under Ministry of Science and Technology, Govt. of India engaged in Research & Development activities is in frequent use of **HP Cartridges, CD-R/CD-RW, Pen-drive, Batteries for UPS & Inverter**. In order to avoid the delay in procurement and reduce the Paper work Director, CIMFR, Dhanbad desires to enter into Annual Rate Contract (ARC) for the said items for one year from the date of award of contract.

In this connection, you are requested to submit the best competitive offer for all above mentioned stores strictly as per the instruction and terms & conditions mentioned in the tender document.

INSTRUCTIONS TO BIDDERS

1. Preparation of Bids

- (i) Tenders must be sealed and superscribed with **Tender Enquiry No.CIMFR/PUR/14(9)/2008** and **Date of Opening 03.06.2008 AT 10.30AM** and for the stores applied for i.e **“Tender Document for HP Cartridges, CD-R/CD-RW, Pen-drive, Batteries for UPS & Inverter”**. Each quotation sent by post/courier should be enclosed in double cover. The outer cover should bear only the address of the sender and the received without any indication that there is a quotation inside. Tenders/Quotations delivered personally should be put in the Tender box kept at the Receipt Section of CIMFR, Dhanbad. In case of personal delivery, outer cover is not necessary.
- (ii) Opened/Unsealed Tenders in any form shall not be accepted.
- (iii) Tenders must be addressed to **Director, CENTRAL INSTITUTE OF MINING & FUEL RESEARCH, HEAD QUARTER, BARWA ROAD, DHANBAD -826015, JHARKHAND**
- (iv) Tenders/ quotations must be sent efficiently in advance, so that it reaches the destination on or before the due date and time. Quotations received after the due date and time shall not be considered at all. The Institute Shall not be held responsible for any postal delay, if any.
- (v) Conditional and unambiguous and late / delayed tenders shall be rejected summarily. .
- (vi) The offers must be neatly typed/ computer generated to avoid any errors or misrepresentation. Hand written offer will be rejected.
- (vii) Tenders must be signed and sealed and carry all necessary documents with it, as asked for including the EMD as asked for, at cl. No- 06 of this Tender Document.
- (viii) If so requested by us tenders/quotations may be sent through FAX on **+91-0326-2381210/2296030** or E-mail at **dnb_dcfri @ sancharnet.in** and office is not responsible for the message not legible or not delivered.
- (viii) Incomplete tenders in any form shall be treated as non-responsive, hence, rejected.

2. SCOPE OF CONTRACT

- i) The supplier will have to maintain sufficient stock of the standard quality of all items to avoid inconvenience to CIMFR officials .
- ii) In case of failure or refusal to supply , the contract is liable to be cancelled at his risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from contractor.
- iii) The stores so supplied will have to be of high quality & grade and in the event of substandard / inferior quality, the supplier is liable to be blacklisted.
- iv) All the Bids will be opened in the presence of bidder’s representatives, who, desires to attend the same as per the date and time specified in the Tender Document.

3. PERIOD OF CONTRACT :

The contract (ARC) shall be for a maximum period of one year from the date of issue of order unless cancelled by the DIRECTOR, Central Institute of Mining & Fuel Research, (formerly CMRI) Dhanbad before the expiry of the period at his discretion. However, the contract may be extended beyond one year, if so agreed to, by both the parties.

The rates shall remain valid for a period of one year and there will be no change in price structure during the currency of the contract except, if the statutory levies are otherwise made applicable by the Govt. through notification / regulations. Enlistment can be cancelled at any time if the firm found as a habitual defaulter or supplying sub-standard material or for any reason or non-compliance of the terms and condition of the ARC.

4. CIMFR OBLIGATIONS:

Opening of Quotations : The quotations will be opened by three officers committee of CIMFR. You may attend Price Bid opening as per the schedule.

CIMFR, Dhanbad is exempted in terms of government Notification No. 51/96-Customs dt.23July 1996 and Notification No. 10/97- Central Excise Dt. 1 March 1997 from paying Custom / Excise Duty on procurement of stores vide the department of scientific & industrial Research Certificate.

CST/VAT on concessional rates (if applicable) may be claimed by the suppliers outside Jharkhand against “**Concessional Sales Tax Certificate**” to be issued by CIMFR, Dhanbad. And if the supply is made within the state of Jharkhand, JST as applicable will be paid.

Octroi Every Taxes, as applicable will be paid by the firm and can be claimed afterwards on bill Basis on production of original vouchers.

5. LIABILITY OF THE BIDDER:-

Materials should be door delivered at CIMFR, Stores, Dhanbad.

Delivery must be made within immediately i.e. within 24 hr. after placement of order over phone from the issue of the order either directly or through their dealer network unless otherwise specified.

If the suppliers fail to deliver the stores within the allotted delivery period as specified above, the Purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm and the supplier will be liable to the purchaser for any excess cost.

Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.

- (i) **MANUFACTURING PRICE LIST/ CATALOGUE/ BROCHURE/PAMPHELT ETC. SHOULD BE SENT ALONGWITH THE OFFER.**
- (ii) Price list of the products can also be submitted in the form of CDs or Floppies / softcopies .
- iii) Mere submission of application/ proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which our decision will be final.
- v) **Specification and Make :** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item., if in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately, client list along with the order copy of similar equipment supplied to any CSIR Lab / any Govt. Organization including detail of price & all charges must be attached.
- vi) **Mode of Delivery:** must be FOR destination i.e. free delivery at our stores of both the campus or at user scientist Department.
- vii) **Printed terms and conditions of the applicant on their quotation Form/ Literature/ Letter etc. if any, will not be binding on us.**

6. **EMD:** Advance Free Demand Draft from a Nationalized Bank for the amount as specified in the table at page No. - 4- of the tender document drawn in favour of the Director, CIMFR (formerly CIMRI) Dhanbad towards the earnest money must be enclosed along with the tender . **Tenders received without the EMD shall be summarily rejected.**

7. **PBG** The bidder who comes out successful in the process of highest discount and other eligibility criteria their EMD will be converted to the PBG will be kept with us without any claim of interest for the entire contract period. The EMD of the unsuccessful bidders will be returned after the award of the contract.

8.**WARRANTY:** The tendered shall furnish along with their one year standard (Where ever applicable) the under noted warranty with name and address of the manufacture should invariably be given.

9. Parties submitting the bids having authorized Stockiest /Dealership of the manufacture of the Quoted product will be given the preference for the entering into the Rate Contract the Certificate submitted shall be got verified directly from the manufacture or at their site to arrive at the genuineness of such Documents.

The bidder has to produce the following documents while submitting the tender. Non- production of any of the following documents may lead to rejection of the BID/OFFER.

- i) Copy of the firm's VAT/TIN NO. (REGISTRATION CERTIFICATE)
- ii) Copy of PAN CARD of the bidder.
- iii) Tax clearance certificate for last three years.
- iv) Dealership/ distributorship certificate of the manufacturer.
- v) Price list of the manufacturer.

Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

11. LD / Penalty Clause:- A liquidated damage charges of minimum up to @ 1% of the order value per week or maximum up to 10% of the total order value will be recovered from the vendor for non-compliance of the RC Terms and Conditions in time as per Government Rulers.

Loss, Damage & shortage

CIMFR shall not be responsible for any loss, damages and shortage during transit / transportation . Payment shall be Made for materials received in good conditions only.

12. PAYMENT TERMS:

The supplier shall present their computer generated bill (duly certified by the user sct.) along with the challan for each Quarter directly to the purchase Deptt. ensuring the security gate entry on the challan.

All payment shall be made on bill basis on receipt of the materials in full normally within 30 to 60 days from the date of delivery.

Payment will be made directly to the supplier(s) by crossed cheque drawn on the **SBI, Dhanbad** , only after receipt of the stores in good condition and after final acceptance.

13.AGREEMENT: Both the CIMFR and selected bidder for the contract shall enter into an agreement mutually agreed upon in the prescribed format which shall be operative for one year.

14.VALIDITY OF THE TENDER The validity of the firm should be 180 days from the date of opening of the tenders.

15.CHECK LIST

The bidder must submit the following documents along with their tender papers:

- i. Application form with forwarding letter.
- i. income tax clearance certificate.
- ii. Name and address of their Bankers.
- iii. A authorization certificate from manufacturer.
- iv. Copy of registration certificate and by laws in case of co-operative society.
- v. The requisite EMD
- vi. Copy of the firm's VAT /TIN NO. (REGISTRATION CERTIFICATE **Submission of Bids**)
- vii. **Price list of the manufacturer.**

The Purchase shall not be responsible for any postal delay and delay in receipt of the offer. Any bid received by the Purchase without the tender fees along with the bids where tender documents are downloaded from the website will be rejected. Delayed/ Late Bids will not be accepted at any circumstances.

16. Discretion of the Director: Director, CIMFR reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The Rate Contract can be terminated at any time without any prior notice . The contract may be extended or curtailed at any point of time and a parallel rate contract with any of the parties can be entered at the discretion of the Director, CIMFR, Dhanbad.

17. Disputes & its Jurisdiction:

This contract between the supplier and the buyer shall be governed by the Laws of India and under this contract shall be taken by the parties only in Dhanbad, India to competent jurisdiction.

18. Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, instructions and terms & conditions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract. Specifications, estimates, instructions, orders

or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific & Industrial Research, New Delhi, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the India Arbitration & Conciliation, 1996 or any satisfactory modification or reenactment thereof for the time being in force conclusive and binding on all parties of the Contract. **The venue of the arbitration will be Dhanbad only.**

19. PARALLEL CONTRACT

The director, CIMFR (formerly CMRI) Dhanbad reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract with one or more suppliers.

20. RIGHT OF ACCEPTANCE

The director reserves the right to accept the lowest or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason what so ever.

APPLICATION FORM FOR ANNUAL RATE CONTRACT WITH CIMFR, DHANBAD
(A Separate Application Form is Required for each Product Category)

1.	NAME & ADDRESS OF THE MFTR. (With Tel./Fax/Mobile/ email address)	
2.	NAME & ADDRESS OF THE LOCAL AUTHORISED DEALER/ DISTRIBUTERS (with Tel./ Fax/Mobile/ email address)	
3.	QUOTED PRODUCT CATEGORY	
4.	PERCENT OF DICOUNT OFFERED (Please attach separate sheet for this clause giving details of MRP & the final delivery cost.)	
5.	NAME OF THE CSIR LABS. OF SIMILAR ARC (MAX. THREE)	
6.	CST/VAT AGAINST FOC TO BE CHARGED (No. C & D form will be issued)	
7.	RATE – SHOULD BE NET AFTER DISCOUNT MUST BE QUOTED FOR DESTINATION	
8.	DELIVERY PERIOD	IMMDIATLY 24 Hr.
9.	DELIVERY OF MATERIALS	DOOR DELIVERY AT CIMFR STORES OR USER DEPARTMENT
10.	NO, DATE & AMOUNT OF THE .DD TOWARDS EMD	
11.	CST/JST NO. OF THE DEALER /BIDDER	
12.	PAN NO. OF THE DEALER/ BIDDER	
13.	PERIOD OF CONTRACT	ONE YEAR FROM THE DATE OF AWARD OF CONTRACT

NOTES

- ✓ We hereby declare that all the particulars given in this application are true and complete to the best of our knowledge and we will produce all the relevant documents promptly, if necessary or as and when asked for by CIMFR. We understand that information provided by us will serve as Pre-qualification Criteria for enlistment on ARC and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled al all our claims may be forfeited by the CIMFR. We have read and understood all the terms and conditions of ARC and we fully agree to it.
- ✓ We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of CIMFR.
- ✓ We also undertake that all the terms and such as Product Range, Price, Discount, Delivery/other charges, Terms of Payment and also the name/s of the Dealer/ Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will promptly change our distributor / supplier if a request/ complaint is received from your end with regard to this effect due to any reason.

Date:

Signature :

Place :

Name :

Designation :

Seal of the firm :