

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

State: UT of Dadra & Nagar Haveli,

Electricity Department Division

Branch: Store

_____ Sub-Division

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central P.W.D. Code paragraph 89)

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE
OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified a form of invitation to tender posted in public places and signed by the Divisional officer.

This form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills, Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Divisional Officer shall also be open for inspection by the contractor at he office of the Divisional Officer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member there or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of –attorney to be product, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm, must also be signed by the several partners, except where contractors are described in their tender as a firm, in which case-the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out he work, or which contain any other condition or any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Divisional Officer, or his duly authorized assistant, will open tender in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded there-with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event

of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Divisional Officer, or a duty authorized cashier.

CONDITIONS OF CONTRACT

Clause 1- The person/persons whose tender may be accepted (hereinafter called the contractor) shall within one day for a contract of Rs.1000/- or less, two days for one of Rs.2000/- of less, and so on, to a limit of 10 days for the receipt by him of the notification or the acceptance of his tender deposit with Engineer-in-charge in cash including Guarantee Bonds executed of Fixed Deposit Receipt tendered by the State Bank of India or Scheduled Banks. In the case of Guarantees offered by the Scheduled Banks, the amounts should be within the financial limits prescribed by the Reserve Bank of India or Government securities endorsed to the Engineer-in-charge(if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with this tender to make up the full security deposits specified in the tender, of deposit a sum as will, with the earnest money deposited by him, if any, amount of 2½ % of the estimated cost of the work put to tender and permit Government at the time of making any payment to him for work done under the contract to deduct such sum as along with the sum already deposited will amount to 10% of the estimated cost of work put to tender such deductions to be held by Government by way of security deposit. Provided always that Government for this purpose be entitled to recover 7½ % of the amount of each running bill till the balance of 7½ % of the estimated cost of the work put to tenders is realized. All compensation or other sums of money payable by the contractor to Govt. under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit, or any part thereof.

2. The contractor is to deliver the materials on or before the dates mentioned in the tender Failing which he shall be subject to pay or allow one percent on the total amount of the contract for every day not exceeding ten days that he shall exceed his time, as and for, liquidated damages.
3. In every case in which the payment of allowance mentioned in clause 2 shall have incurred for ten consecutive days, the Divisional Officer shall have the power to annul the contract and to have the supply completed at the contractor's and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Divisional Officer, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Divisional Officer, the contractor shall not claim exemption from the fine leviable under clause 2.
5. The contractor shall give notice to the Divisional Officer (hereinafter called the Engineer-in-charge) of his intension of making delivery of materials, and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his assistant, and no material will be considered as delivered until so approved.
6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Divisional Officer(hereinafter called the Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

The security deposit of the contractor shall not be refunded after the ending of the three months after the time of certificate final or otherwise of completion or supply or till the final bill has been prepared and passed whichever is later.

- 6-A, If at any time after the commencement of the supplies the President of India shall, for any reason whatsoever not require the whole thereof as specified in the tender to be supplied, the Divisional Officer shall, in addition to his power annual the contract in case of default on the part of contractor, have power to terminate all liability of the President thereunder at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given:-
 - (a) the Divisional Officer shall be entitled to direct the contractor to complete the supply of the materials which are ready for delivery up to date of the expiry of the notice and thereafter to cease their supply; all the articles or supplies received and accepted up to that date shall be paid for at the tender; and
 - (b) the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract, but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on this account.
7. No payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill-therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be submitted by the contractor within one month of the date fixed for the completion of the delivery of materials, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the supplies accordingly shall be final and binding on all parties.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power-of-attorney conferring authority on the bank to receive payment , and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the Receipt given by such bank shall constitute a full and sufficient discharge for then payment, the contractor, should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the President of India.

8. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that Officer may have such rejected material removed at the contractor's risk and expense, the expense incurred being liable to be deducted any sum due, or which may become due, to the contractor.
10. If the contractor or his work people or servants shall break, deface, injure or destroy any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to place where the materials are being supplied, he shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.
11. The contractor shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract, and the material shall remain at his risk till the date for final delivery, unless it shall have been in the meantime removed for use by the Engineer-in-charge.
12. No materials shall be brought to site or delivered on Sundays without the permission of the Engineer-in-charge.
13. This contract shall not be sublet without the written permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
- 13-A. The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawing, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to

supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alteration, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which no rate is specified in this contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of the _____ district on which the estimated cost shown on page 2 of the tender is based; and if such class of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge does not agree to this rate he shall, be notice in writing, be at liberty to cancel his order to supply such class of materials, and arrange the supply thereof in such manner as he may consider advisable, provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer of the circle shall be final.

- 13-B. In every case in which by virtue of the provision of section 12, subsection(1) of the Workmen's compensation Act,1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works; Government will recover from the contractor the amount of the compensation so paid; and without pre-judice to the right of Government under section 12, subsection(1) Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.

Government shall not be bound to contract any claim made against it under section 12, subsection(1) of the said Act, except on the written request of the contractor and upon his given to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

- 13-C. (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation- "**Fair Wage**" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified that wages prescribed by the C.P.W.D. for the distraction which the work is done.

- (b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

- (c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this Agreement the contractor shall comply with or cause to be complied with the C.P.W.D. Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period; deduction from wages, recovery of wages not paid and deductions authorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other terms of employment, inspection and submission of periodical return and all other matter of a like nature.
 - (d) The Superintending Engineer(Power) or Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulations.
 - (dd) under the provision of the Minimum Wages Act,1948 and Minimum Wages(Central) Rules,1950, the contractor is bound to allow or cause to be allowed to the Labourers directly or indirectly employed in the works one day's rest of six days continuous work and pay wages at the same rates as for duty. In the event of default, the Superintending Engineer(Power) or Executive Engineer or Sub-Divisional Officer concerned shall have right to deduct sum or sums not paid on account of wages for weekly holidays to any labours, and pay the same to the persons entitled thereof, from any moneys due to the contractor.
 - (e) Vis-à-vis the Central Government the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
 - (f) The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.
- 13-D. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.
- 13-E. In the event of the contractor(s) committing a default or breach of the provision of the Central Public Works Department Contractor's Labour Regulation and Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statements under the provisions of above the Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs.50/- for every default, breach of furnishing, making, submitting filling such materially incorrect statements and in the event of contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.50/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

- 13-F Hutting for labour the contractor(s) shall at his/their own cost provide his/their labour with sufficient number of huts (hereafter referred to as the Camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-charge.
- 1 (a) The Minimum height of each hut at the eye level shall be 2.10m(7') and the floor area to be provided will be at the rate of 2.7sq.,(30sq.ft.) for each member of the worker's family staying with labour.
 - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80x1.50m(6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) also construct temporary/latrines and urinal for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. The bathing and washing places shall be suitably screened.
- 2 (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plaster with mud gobi and shall be at least 15cms.(6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m(8 yards) between the rows of huts which may be reduced to 6m(20ft.) according to the availability of site with approval of the Engineer-in-charge, back to back construction will be allowed.
3. Water Supply:- The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than whole-some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/her labour camp from the existing mains wherever available and shall pay all fees and charges therefore.

4. The site selected for camp shall be high ground, removed from jungle.
 5. Disposal of Excreta:- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the numbers of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid directly by him to the Municipality / authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
 6. Drainage:- The contractor(s) shall be provided efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
 7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
 8. Sanitation:- The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
- 13-G. In respect of all labour directly or indirectly employed in the work for the performance of the contractor(s) part of this agreement, the contractor shall at his own expense arrange for the safety provision as per C.P.W.D. safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide for all facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in, on that behalf from the contractor.
14. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications designs drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract; designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of the works or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer/Additional Chief Engineer, Central Public Works Department and if the Chief Engineer/Additional Chief Engineer, is unable or unwilling to act, to act, to the sole arbitration of some other person appointed by the Chief Engineer/Additional Chief Engineer willing to act as such arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is a Government Servant that he had to deal with the matters to which this Agreement relates and that in the course of his Agreement relates and that in the course of his duties as such Government Servant he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

15. On the breach of any term or condition of this contractor, the said President shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time remaining, and to realize and retain the same as damages and compensation for the breach, but without prejudice to the right of the said President to recover any further sum as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause:

The President means President of India and his successors.

The Divisional Officer means Divisional Officer for the time being of the Division concerned.

The Sub-Divisional Officer means Sub-Divisional Officer for the time being of the Sub-Divisional concerned.

Words imparting the singular number only include the plural number and vice versa.

**Termination
of Contract
on Death**

16. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

17. (1) Whenever any claim; against the contractor for the payment of a sum or money arises out or under the contract, Govt. shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor, and to sell any Government Promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Govt. should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause(1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDE that Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

SD/-
Superintending Engineer (Power)
Electricity Department,
Dadra and Nagar Haveli,
Silvassa.

ADMINISTRATION OF DADRA AND NAGAR HAVELI (UNION TERRITORY) CONDITION FOR SUPPLY OF STORE, MACHINERY AND EQUIPMENT ETC. TO THE ADMINISTRATION OF DADRA AND NAGAR HAVELI, SILVASSA.

QUOTATION/TENDER NOTICE NO.: 06/2010-2011/622

DATE: 10/06/2010

1. The rate(s) quoted should be strictly for free delivery at Silvassa and will be valid and operative for supply orders issued on or before **Nine Months**.
2. The rates should be quoted inclusive of all taxes.
3. Except CST all other Taxes/Duties / Royalties charges payable on Sales/Transport etc. within and or outside the Sale of Supplier shall be payable by the supplier.
4. No rate for charges for packing forwarding and insurance etc. will be paid on the rates quoted.
5. The rates should be quoted only for the items specified in the list of requirements and should be for the items of given specification/Mark/Manufacture.
6. Rate quoted for items other than the required specification/ Mark/Manufacture are not be considered. However, indigenous manufactures may quote their own makers provided the specification/ Mark/Manufacture.
7. Where Specification/ Mark/Manufacture are not specified by this office the rate should be quoted only for the first class and standard quality.
8. The decision of the Tender Inviting Officer for acceptance/rejection if any article supplied including the decision for equivalent specification, standard and quality etc. of article shall be final.
9. The tenderers should send in advance or enclose along with tender an amount of **Item No.1 – 11.88 Lacs, Item No.2 – 6.25 Lacs and Item No.3 – 4.15 Lacs** respectively as Earnest Money Deposit in form of FIXED DEPOSIT RECEIPT drawn on any schedule bank in favour of the Superintending Engineer(Power). Tender received without Earnest Money Deposit will be summarily rejected.
10. (a) The successful tendered will have to supply within 10(Ten) days from the date of demand equal 5% of the total value of article are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the supplier will be recovered from the bill's for such article.
(c) Non-receipt of Security Deposit within stipulated time limit will result in Automatic cancellation of the order for supply without any intimation.
(d) However, in case if any article are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the supplier will be recovered from the bill's for such article.

11. The amount of Earnest Money paid by the successful tenderer(s) will be adjusted against the amount of Security Deposit to be paid by the successful tenderer(s) as per condition No.10 above.
12. The amount of Earnest Money paid by the tenderer(s) whose tender are not accepted will be refunded to them by Cheque or Demand Draft as may be convenient in the Tender Inviting Officer, if the amount of Rs.200/- drawn on any branch of State Bank of India or its subsidiary Scheduled Bank, where this mode of payment is not possible the amount will be refunded at the cost of the tenderer. No Security Deposit will be refunded before expiry of guarantee/ warranty period if any, or any such date/period as may be mutually agreed upon.
13. Only on satisfactory completion of the supplied ordered for and on payment of bills of the supplier as to be admitted for payment the amount of Security Deposit Earnest Money Deposit will be refunded after expiry of guarantee/warranty period if any, of any such date/period as may be mutually agree upon.
14. The Head of Office will consider extension of time limit for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the supplier is bound to abide by the limit given and liable to make good any loss to the Government of account of his failure to abide by the time limit.
15.
 - (a) Railway Receipt or other transport document should be drawn in favour of the Officer Inviting tender.
 - (b) Railway Receipt or other transport documents should not be sent by V.P.P. or through any Bank as this being a Government Office, it is not possible to clear cash documents of Post Office/Bank for delivery of R.R. or other transport documents we have agreed to it, as special arrangements.
 - (c) Railway Receipt of transport documents should be sent to this office by Registered post immediately on dispatch of goods from dispatching end.
16. The supplies of store equipment's etc. of inferior quality/standard of different specification other than that orders specified and/or incomplete or broken articles will not be accepted. The supplier will have to replace the same at his own cost and risk. Intimation of non-acceptance of any stores, machinery and equipment etc. will be sent to the supplier within 10 days from the date of receipt of the store and the same will be returned to the supplier at his own cost and risk if he so desires and intimated accordingly within 15 days from the date dispatch of intimation of the non-acceptance. However if no communication is received within 15 days from the date of communication of the Tender Inviting Officer will not be responsible for any damage, loss etc of such rejected articles.
17. In Case failure to replace the accepted & rejected articles from supplies made is mentioned in the conditions, the loss undergone by the Government will be recovered from the supplier's Security Deposit/Earnest Money or payment due or any bill(s) to the extent required.
18. In case of failure to supply the stores, machinery's & equipment's etc. ordered for, as per condition and within the stipulated time, the same articles will be obtained, if required, from the tendered who offered next higher rates or from any other sources as may be decided by the Tender Inviting Officer and the loss to Government on

account of such purchases(s) shall be recovered from the former supplier's Security Deposit/Earnest Money or bills payable, the supplier shall have no any right to dispute with such procedure.

19. Extension of time limit for supplier may be considered by the Tender Inviting Officer up to 50% of the original stipulated time for supplies and beyond that by the Resident Deputy Collector, Dadra and Nagar Haveli or any competent authority to accord expenditure sanction of enter into contract with reference to the amount involved in the contract. However, extension of time limit will be considered in very exceptional, circumstance and at the description of the above authorities and supplier can not claim if as matter of right. The extension to be granted may be with levy of compensation for delay in execution of supply order upto 5%of the cost of the delayed quality competent to grant extension of time limit, provided such request is made in time depending upon; the circumstances and such decision in the matter will be final.
20. Demurrage charges paid by the Tender Inviting Officer on account of delayed Receipt of dispatch documents/intimation will be recovered from the bills payable to the supplier.
21.
 - (1) The supplier(s) of the Machinery & Equipment shall have to supply spare parts as and when required on agreed basis i.e. agreed discount on the published catalogs/ the price for an agreed period.
 - (2) If mutually agreed to the supplier(s) shall make available the blue prints of drawing etc. of the parts if and when require in connection with main Machinery/Equipment.
 - (3) The supplier(s) shall give adequate advance note before spare parts goes out of production enable the Tender Inviting Officer to order for spare parts required in one lot for the life time of respective machinery.
22. If at any time after the order for supply for Machinery/Stores/Equipments the Tender Inviting Officer shall for any reason whatsoever not require the whole or part of quality thereof is specified in the order the Tender Inviting Officer shall give notice in writing of the fact to the supplier(s) might have deprived from the supply of articles in full, but which did not derived in consequence of the full quality of article not having been purchased not shall have a to claim for compensation by reason of any alternation which shall involve may curtailment of the supply of originally contemplated.
23. The Earnest Money Deposit/Security Deposit(s) paid by the tenderer(s) earlier against any tender(s) or supply order's is/are not adjustable with Earnest Money or Security Deposit require by these condition.
24. All bills should be in DUPLICATE/TRIPPLICATE and shall invariably mention the number and date of supply order.
25. All the bills for amount of Rs.500/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount above Rs.500/- which are not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.
26. Each bill in which Sale Tax is charge must contain the following certificate on the body of the bill.

“Certified that the goods on which Sale Tax has been charged have not been exempted mode the Central Sales Tax Act on the Rules made thereunder, and the amount charged on account o Sale Tax on these goods if not more than what is payable under the provision of relevant Act of the Rules made thereunder”.

27. The tender will be open in presence of tenderer or their representative, if any present in the office of the Tender Inviting Officer.
28. The right to accept or reject without assigning any reason; any or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) or all matter relating to acceptance or rejection of the tenders as whole or in part will be final and binding to all.
29. The tender/offer received which do not confirm with the items & conditions of this office will be summarily rejected. However, if any firm desires to consider exception from payment of Earnest Money Deposit, certified copies of the Registration with DGS & D should be attached to their tenders.
30. If the tender whose tender/quotation is accepted fails to execute the supply order within stipulated time the Earnest Money Deposit of such tenderer will stand forfeited to the Government.
31. In case the supplier does not execute the supply order in full placed with him the EMD of the supplier will be forfeited to Government and the contract for the supply shall stand terminated within further liability on either party to the contract.
32. No separate agreement will be required to the signed by the successful tenderer for the purchase of the contract for supply. Rates tendered/offered in response to the concerned Tender/Quotation Notice shall be considered in acceptance of all above terms and condition for the supply for all legal purpose.
33. Rates should be quoted including installation/erection/commissioning and testing of the machinery with foundation with required materials where ever necessary.

THE ABOVE CONDITIONS ARE ACCEPTED AND BINDING TO ME/US

Signature of Supplier

SD/-
Superintending Engineer (Power)
Electricity Department,
Dadra and Nagar Haveli,
Silvassa.

Note: Please return one copy of these conditions duly signed along with your tender/quotation.