

TENDER DOCUMENT

निविदा दस्तावेज़

<p><u>No: RFRI/Stationery & computer cartridges/2014-15.</u></p>	<p>2014-2015.</p>
<p style="text-align: center;"></p> <p style="text-align: center;">वर्षा वन अनुसंधान संस्थान भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद् (पर्यावरण एवं वन मंत्रालय, भारत सरकार के अधीन एक स्वायत्त परिषद्) पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम। RAIN FOREST RESEARCH INSTITUTE <i>Indian Council of Forestry Research & Education</i> (An Autonomous body of Ministry of Environment & Forests, Govt. of India) Post Box No. 136, Jorhat- 785001, Assam</p> <hr/> <p style="text-align: center;">दूरभाष- 0376-2305242/116 Telephones: 0376-2305242/116.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"><p>COST OF TENDER DOCUMENT: Rs. 250.00/- (NON-REFUNDABLE & NON-TRANSFERABLE)</p></div>	<p style="text-align: center;">TENDER FOR STATIONERY ITEMS</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">COMPUTER CARTRIDGES</p>

RAIN FOREST RESEARCH INSTITUTE
Indian Council of Forestry Research & Education
(An Autonomous body of Ministry of Environment & Forests, Govt. of India)
Post Box No. 136, Jorhat- 785001, Assam

COST OF TENDER : Rs 250.00
TENDER REFERENCE : RFRI/Stationery items & computer cartridges/2014-15
DATE OF SALE OF TENDER DOCUMENT : 19/05/14 to 06/06/14
LAST DATE FOR RECEIPT OF TENDER : 09/06/2014 up to 5PM
TIME AND DATE OF OPENING OF TENDER : At 10.30 am on 11/06/14
ADDRESS FOR COMMUNICATION : DIRECTOR
RAIN FOREST RESEARCH INSTITUTE
Post Box 136. P.O: JORHAT,
JORHAT-785 001, ASSAM.
TENDER BOX AVILABLE AT : STORE SECTION, RFRI.

(Please Note: RFRI will not be responsible for any postal delay.)

CONTENT OF TENDER DOCUMENT.

THIS DOCUMENT INCLUDES THE FOLLOWING CHAPTERS:-

- | | |
|---|-------------|
| 1. Notice Inviting Tender. | (Chapter-1) |
| 2. List of items and bid format | (Chapter-2) |
| 3. General inforamtion | (Chapter 3) |
| 4. Eligibility criteria and bid proposals | (Chapter 4) |
| 5. Terms and conditions | (Chapter 5) |
| 6. Agreement. | (Chapter 6) |
-

CRNo:

Sl. No:

Issued to: M/s

Store Officer
Rain Forest Research Institute
Jorhat, Assam.

PRESS NOTICE (Chapter-1)

NOTICE INVITING TENDER

Director, Rain Forest Research Institute, Jorhat , Assam is inviting Sealed EOI / Tenders from eligible vendors for supply of following categories of works / items for 2014-15. The details of EOI and tenders are as follows:-

1. Expression of Interest (EOI) is invited for operationalising existing water treatment systems at RFRI, Jorhat.
Last date of submission: 28/05/2014
Cost- Rs. 250.00.
2. Sealed tenders are invited for supplying Chemicals and Glasswares at RFRI, Jorhat.
Last date of submission:09/06/2014
Cost- Rs. 250.00.
3. Sealed tenders are invited for supplying Stationeries, and computer consumable at RFRI, Jorhat.
Last date of submission:09/06/2014
Cost- Rs. 250.00.

Tender and EOI documents are available with Purchase section. Vendors/ companies may contact with Store Officer during any working day. The documents can also be downloaded from our website: www.icfre.org under option tender.

For any clarifications, vendors may contact at Phone no- 0376-2305116 or 0376-2395360.

Eligibility criteria:

1. Proof of registration of firm. Proof of Sale Tax as well as VAT/PAN/TAN/TIN registration. (Enclose attested copies of the supportive documents.)
2. Income tax certificate/return for 13-14 of the firm. (Enclose attested copies of the supportive documents) (EMD is liable to be forfeited if wrong information is furnished).
3. Firms black listed by ICFRE or any of the Institutes under the control of ICFRE are barred from participating in this tender.

Details of Tender and also for download :

www.icfre.org (under option Tender)

NOTE:

RFRI, JORHAT SHALL NOT BE HELD RESPONSIBLE FOR LOSS/DELAY IN RECEIVING TENDER OR FOR ANY ACT BEYOND THE CONTROL OF RFRI.

Coordinator (F), RFRI, Jorhat.

Chapter -2
LIST OF ITEMS AND FINANCIAL BID FORMAT

A-STATIONERY

S N.	Particulars	Unit	Unit Rate	% of VAT/Tax	Rate with VAT/Tax
1.	Adhesive label (2.5cmX1.5cm)				
2.	Aluminum Tag				
3.	Aluminum Foil				
4.	Attendance Register				
5.	Auto Clip File Cover				
6.	Ball Pen (Blue) maxriter				
7.	Ball Pen (Black) maxriter				
8.	Ball Pen (Red) maxriter				
9.	Binder Clips 41 mm				
10.	Blotting Paper				
11.	Both Side Pens				
12.	Both side adhesive tape				
13.	Brown Paper				
14.	Brown Tap 1"				
15.	Brown Tap 2"				
16.	Calculator (Scientific)				
17.	Calculator (12 Digits)				
18.	Calling bell, Manual				
19.	Candle, Large Size				
20.	Candle, Medium Size packets, pack of 6 Nos.				
21.	CD (Rewritable) with Cover				
22.	CD Album				
23.	CD case, Single				
24.	CD Mailer				
25.	CD Marker pen				
26.	CD, CD-R 80/700MB/52x				
27.	Re-writable CD				
28.	Cello Tap, Size ½"				
29.	Cello Tap, Size 1"				
30.	Certificate cover				
31.	Cellophane Tape Big Size				
32.	Cellophane Tape Small Size				
33.	Certificate printing paper A4 size				
34.	Chart Paper (Drawing sheet)				
35.	Clip Board, PLASTICK				

36.	Clip Board, Ply				
37.	Cloth duster (12X1)				
38.	Colin				
39.	Colored Cello Tape, Size 1"				
40.	Colored Cello Tape, Size 2 "				
41.	Colored Adhesive Tape				
42.	Colored Thumb Pin				
43.	Computer Cover set, Desktop, Flat				
44.	Computer Cover set, Desktop, CRT				
45.	Correction Pen				
46.	Cover file				
47.	Cover File (four folder)				
48.	Coloured plastic sheet- A4 size (for making report cover)				
49.	Chair Cushion set				
50.	Cotton Roll				
51.	Dak Pad File Cover				
52.	Damper,				
53.	Dissection Box				
54.	Display Board (3X2 ft)				
55.	Drawing Sheet				
56.	Drawing brush (0,2,3,4)				
57.	Duplicating paper				
58.	Duster				
59.	DVD, Rewritable (4 GB)				
60.	Envelop size- 11 x 5" Yellow (Plastic coated)				
61.	Envelop size- 10 x 8" Yellow (Plastic coated)				
62.	Envelop size-10 x 12" Yellow (Plastic coated)				
63.	Envelopes size- 10x 14" Yellow (Plastic coated)				
64.	Envelop 14x 16" Yellow (Plastic coated)				
65.	Eraser (Non dust)				
66.	Eraser (rubber)				
67.	Executive Bond Paper, A4 Size, JK Bond, 90 GSM TM , 100 Sheets per pack				
68.	Executive File Board				
69.	Feather Brass				
70.	Fevicol tube				
71.	Fevicol (100ml)				
72.	Fevicol (250gm)				

73.	Fevikwik				
74.	Field Note Book				
75.	File binder				
76.	File Cover, Plastic Coated, Good Quality				
77.	File pad, Good Quality				
78.	File Rack (Longitudinal)				
79.	File Tag (thread)				
80.	Flap/Pocket Files (A4 Size)				
81.	Fullscape paper, Good quality, Brand and large size				
82.	Gel Pen (Blue)				
83.	Gel Pen Refill (blue)				
84.	Gems Clip (Big), Plastic				
85.	Gems Clip (medium), Plastic				
86.	Gems clip, Brand : Office clip ® 35mm Clip, Non Tearnds				
87.	Glass Marker (pointed tip), Red, Black, Blue colors				
88.	Glass Tumbler				
89.	Glue stick Adhesive (Big size)				
90.	Glue Stick, medium size				
91.	Gum 150ml				
92.	Gum 300ml				
93.	Gum 700ml				
94.	Haversack Bag				
95.	Highlighter, different colors, Brand Camlin ®, 5 Nos. Per Packets				
96.	Insulation Tape (Black) for Electrical Works				
97.	Lab Towel Large				
98.	Lab Towel , Small				
99.	Lazer pointer				
100.	Liquid soap				
101.	Log Book (For recording instrument datas)				
102.	Marker Pen (Reynolds), different colors				
103.	Marker Pen for Glass				
104.	Markin Cloth				
105.	Mat Paper				
106.	Match Box				
107.	Measuring tape, Large Length				
108.	Measuring tape, Medium Length				
109.	Measuring tape Small Length				

110.	Muslin Cloth				
111.	Mug				
112.	Needle ,Large Size for cloth packet making				
113.	Needle, Medium Size for cloth				
114.	Note Sheet Paper, Good quality & Size				
115.	Note Pad				
116.	Office file (No-999)				
117.	OHP Marker (Permanent, Fine, Blue)				
118.	OHP Marker (Permanent, Fine, Red)				
119.	OHP Sheet				
120.	Page Marker				
121.	Paper Cutter (big)				
122.	Paper weight				
123.	Parker Pen, , Quink, Roller Bal Pen, Navigator Technology				
124.	Parker Refill , Quink, Roller Bal Pen's Refill, Navigator Technology				
125.	Pen Drive, Cruzar Blade 4GB, Brand: Scan Disk				
126.	Pen Drive, Cruzar Blade 8GB, Brand: Scan Disk				
127.	Pen stand (Executive)				
128.	Pen Stand (simple)				
129.	Pencil box				
130.	Pencil Battery				
131.	Pencil Sharpener				
132.	Peon Book, Standard Size, 200 pages per Book				
133.	Periodical register				
134.	Photo paper				
135.	Pin Cushion, Magnetic, Good Quality, Size & brand				
136.	Pins clips				
137.	Plastic holder certificates				
138.	Plastic jams clips				
139.	Polythene bags (30X20 cm)				
140.	Punching Machine, Double, Kangaroo Brand				
141.	Punching Machine, Single, Kangaroo Brand				
142.	Refill (Blue) for Cello Maxriter (F),				
143.	Refill (Blue)for both Side Pen, Brand: LINC (premium LH pens),				
144.	Refill (Red) for Both Side Pens, Brand: LINC (Premium LH pens)				
145.	Refill (Red) for Cello Maxriter (F),				
146.	Register Binding No: 4, Ruled,				

147.	Register Binding No: 6, Ruled				
148.	Register Binding No: 8, Ruled				
149.	Register Binding No: 10, Ruled				
150.	Register Binding No: 12, Ruled				
151.	Register Binding No.18, Ruled				
152.	Register, Binded, 200 pages, ruled				
153.	Re-Stick Paper Flags, Size 3"x3"(250 x 15 x76mm),				
154.	Re-Stick Paper Flags, Size 3"x3"(100: 75x75mm), different colors				
155.	Room Refresher				
156.	Rubber Band (Coloured)				
157.	Scale (Metallic), Large, meter				
158.	Scale (Metric) 12"				
159.	Scale (Plastic), Foot Ruler 30 CMS				
160.	Scissor, Stainless Steel (medium size)				
161.	Sealing Wax				
162.	Shorthand Note Book				
163.	Shorthand Pencil				
164.	Sketch Pen				
165.	Stamp Pad, Camel Brand, Impression Deluxe, Size: 115 x 65 mm				
166.	Staple Machine, Kangaroo®-10				
167.	Stapler Machine, Kangaroo® 24/6				
168.	Stapler Pin, Kangaroo® 24/6				
169.	Stapler pin, Kangaroo®-10				
170.	Stapler Machine Kangaroo® HD-1217				
171.	Stapler Pin for Kangaroo® HD-1217				
172.	Strip files				
173.	Tap dispenser				
174.	Temporary Marker				
175.	Threads Roll for Large Size Needle, Good quality				
176.	Threads Roll for Medium Size Needle, Good quality				
177.	Thump Pins (Plastic Coated)				
178.	Tissue paper roll				
179.	T-pin,				
180.	Transparency Sheet, Different Colour, A4 Size				
181.	Tray Plastic				
182.	Waste paper Basket (Large Size)				
183.	Waste Paper Basket (Medium Size)				

184.	Water Filter				
185.	White apron				
186.	White Board Duster				
187.	White Board Pen, removable (different Colours)				
188.	Wooden Pencil				
189.	Writing Pad, good quality & size.				
190.	Xerox Paper (FS), JK Copier, (215 x 345 mm) 75 GSM, 500 Sheets pack				
191.	Xerox Paper: JK Copier, A-4 Size (21 cm x 29.7 cm) 75 GSM, 500 Sheets pack				
192.	Zipped sampling bags (plastic)				

It is Certified that I/We, am/are authorized to sign the bid for and on behalf of M/S.....

Witness: 1).....2).....

Address

Signature.
Name & Seal of the tenderer.

B-List of Toner Cartridges/Hard Disk and Ink Bottle

S .N.	Particulars	Unit Rate	% of VAT/Tax	Rate with VAT/Tax
1.	Toner Cartridge, HP- 12 A			
2.	Toner Cartridge, HP- 49A			
3.	Toner Cartridge, HP- 53A			
4.	Toner Cartridge, HP- 78A			
5.	4650 EN , Page Pro, KONICA MINOLTA			
6.	HP Lajerjet-3800n Toner Cartridge			
	i. HP Lajerjet-3800 n, Black Q 6470A			
	ii. HP Lajerjet-3800 n, Cyan Q 7583A			
	iii. HP Lajerjet-3800 n, Yellow Q 7581A			
	iv. HP Lajerjet-3800 n, Magenta Q 7582A			
7.	External Hard Disc, 500 GB,			
8.	Epson cartridge ink bottle (for Epson Printer Model No-L 350, Black, T 6641			
9.	Toner Cartridge NPG-25 of Canon Photocopier Machine Model No. IR-3025			
10.	Canon NPG-28 Toner of Canon Photocopier machine Model IR-2318L			

It is Certified that I/We, am/are authorized to sign the bid for and on behalf of M/S.....

Witness: 1).....2).....

Address

Signature.
Name & Seal of the tenderer.

Chapter -3 GENERAL INFORMATION TO BIDDERS

The original TENDER Document must be submitted along with the other documents as asked for with signatures wherever written.

A complete set of Tender document can be purchased by eligible firms from Coordinator (Facilities) / Store Officer, RFRI at a cost of Rs. 250/- (non-refundable) by depositing the amount with cashier, RFRI, in all working days during working hours. The firms downloading tender document from the website, www.icfre.org, under option TENDER, must attach a Demand draft in original for Rs 250/- from any commercial bank towards cost of the document in favour of Director, Rain Forest Research Institute, Jorhat, Assam, payable at Jorhat.

The tender document is not transferable. Each tender must be accompanied with **EMD of Rs 1000.00 for items at A & Rs. 1500.00 for items at B**, in the form of Demand Draft. All Demand Drafts must be drawn in favour of Director, Rain Forest Research Institute, Jorhat, payable at Jorhat. Tender should reach this office not later than 06/06/14 in sealed cover super scribed as **Tender for Stationery and computer cartridges, RFRI-2014-15**. Tender box will be available with the Store Section, RFRI. The EMD shall have to be valid for 90 days beyond the validity of the rate quoted in the tender. Rates should be valid up to 31st March, 2015.

Tender will be opened at 10.30 am on 11/06/14 in the presence of representative (s) of the tenderers if any. If the office happens to be closed or else on the last date of receipt of tenders or opening of tenders as specified, the tender will be opened on the next working day of the office at the same venue and time. The Director, RFRI, Jorhat reserves the right to increase or decrease quantity of any item or reject any or all tenders without assigning any reason thereof for retendering or otherwise in the interest of the institute.

This tender Document contains **14** pages. The end of tender document is indicated by "**End of Tender Document**" marker. Tenderers should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. The Tenderers are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected.

The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.

Definitions:-

1. The "Purchaser" is the Director, Rain Forest Research Institute, Jorhat, Assam acting through the authority issuing the purchase order.
2. The "Supplier" is the party which contracts to supply goods and services. The term includes his employees and agents.
3. The 'Consignee' is the authority specified in the contract to whom supplies are to be delivered.
4. The 'Inspector' is the authority designated in the contract to assure the quality of the item contracted for.

Application:-

5. These standard conditions of contract shall apply to all contracts in process/ concluded by the Director RFRI, Jorhat, Assam or his representatives. The terms contained in the SCOC may be modified by the contract concluding authority to the extent stated in the tender or in the acceptance of tender.

Chapter -4 (ELIGIBILITY CRITERIA AND BID PROPOSALS)

A) ELIGIBILITY CRITERIA

All firms / shops dealing with these items and having valid registration of the firm with Govt. authorities under Acts.

1. Proof of registration of firm with Directorate of Industries or equivalent. Proof of Sale Tax as well as VAT, PAN & TAN / TIN registration. (Enclose attested copies of the supportive documents.)
2. Income tax return for 13-14 of the firm. (Enclose attested copies of the supportive documents) (EMD is liable to be forfeited if wrong information is furnished).
3. Firms black listed by ICFRE or any of the Institutes under the control of ICFRE are barred from participating in this tender.

Bi) BID PROPOSALS

This tender is Single **stage system** and proposals must consist of the followings in **three** separate envelopes:-

1. **Qualifying Documents, EMD & cost of tender document (1st envelop)**
2. **Original tender document with rates in the format (2nd envelop)**

This tender will be evaluated under Least Cost Method (LCM) and **the bidder quote the lowest rates in any of the item(s) will be declared as successful bidder as L-1.**

Prices must be quoted F.O.R., R.F.R.I. Jorhat, Assam in Indian Rupees (INR) only. The bid shall be inclusive of all duties and levies except for excise /customs duty at the prevailing concessional rates.

B ii) SUBMISSION OF PROPOSAL

Qualifying Documents & EMD, and Original tender document should be sealed in separate envelopes. All these envelopes should then be **sealed in another separate envelope**. The proposals should be clearly distinguished by writing on the cover **Qualifying Documents & EMD, and Financial Proposal**. The outer envelope must be clearly marked **TENDER FOR STATIONERY AND COMPUTER CONSUMABLES- RFRI: 2014-15"**. **All the pages of the tender document should be signed by the authorized person of the firm and put firm's seal.**

The proposal must not contain interlineations or overwriting except as necessary to correct errors, in which case such corrections must be initialed by the person or persons signing the proposal. Complete proposal must be delivered on or before the stated time & date.

C) OPENING OF TENDER

The tender will be opened at 10.30 am on 11/06/14 in the Conference hall of RFRI, Jorhat in presence of the representative of the tenderer if any. Representatives shall bring authenticated document for identity

D) Declaration form (Mandatory)

(Information about tenderer / bidder)

1. Full Name of the Firm:
(In capital letters)
 2. Complete Address of the firm:
 3. (a) Telephone No.:
 - (b) Fax No.:
 4. Is the firm sole proprietary/Partnership/Ltd. /Pvt. Ltd.
 5. Name of Proprietor or Partners/Directors.
 6. Brief description of work carried out by the firm in last three years with Name of clients, nature and value of work done for each. (Please attach extra sheet if necessary)
 7. Is the firm registered with any Government/Semi Government organization /PSU; if so furnishes details of registration.
 8. Has the firm been blacklisted by any organization, if so attach the details.
 9. Income Tax Account Number/PAN Number:
(Latest Income tax return to be attached with tender)
- I/wehereby certify that above mentioned particulars are true and correct.
Place: _____
Date: _____

SIGNATURE & STAMP OF THE TENDERER.

Chapter-5
Terms & Conditions governing this tender

1. **Legality:** This tender document and its subsequent process are governed by all the relevant rules of the GoI, GFR 2005, and directives of CVC issued from time to time.
2. **The rate:** - The offer should be firm and the quote by the vendors shall have the validity up to 31st March, 2014 from the time of opening of this tender. The rate should be F.O.R. destination. In case of import being done by this institute, the FOB prices should be mentioned.
3. **Price escalation will be allowed under exceptional cases by the authority with a penalty of 0.5% on the price of items to be delivered against revised rates. Director may relax the conditions.**
4. **Pricing:** - Format for financial bid should be strictly followed for quoting rates.
5. **Late bid:**-No tender will be accepted if received late than the time specified in the notice.
6. **Delivery of stores:** - The stores are required to be delivered in full preferably within (2months)two months.
7. **Extension of time limit:** - For delivery of stores **time will not be allowed under normal situations** but in case the vendor seek for time extension citing reasonable justifications, Director, RFRI may consider the request if given in writing.
8. **Liquidated damage:** - In the event of supplier's failure to deliver on time, the purchaser, at his sole discretion, and **not by way of penalty** may deduct from the payment 1% of the contracted price of the undelivered stores for each week or part thereof till the item is delivered, subject to a maximum of 10% of the price of the stores not delivered on time.
9. **Risk Purchase:-** Should the supplier fail to deliver an item within the contracted delivery period or repudiate the contract before the delivery date, the purchaser, without prejudice to his right to recover, damages for breach of contract, may cancel the contract in part or in whole and may purchase elsewhere, on the account and at the risk and cost of the supplier, the item not delivered, within 12 months of the breach of contract. He may purchase another item of similar general description, in case the item exactly conforming to the particulars of the contracted item is not readily procurable. The purchaser shall be entitled to recover from the supplier all costs incurred by the purchaser during the risk purchase that are in excess of the costs he would have had to incur as per the original contract. The purchaser shall have the right to ignore the tender of the original supplier during the risk purchase. The manner of carrying out the risk purchase shall be entirely at the discretion of the purchaser. However, the purchaser shall serve a notice of such purchase on the defaulting supplier.
10. **Payments:** Normal terms of payment will be 100% payment within 30 days after receipt and acceptance of goods in satisfactory working condition after installation. VAT will be deducted from source as per the existing guidelines of the GOI, and deposit challan will be issued /sent to the vendors.
11. **EMD:** The tender should accompany a DEMAND DRAFT as Earnest Money as mentioned above, drawn in favour of Director, RFRI, payable at Jorhat, which will be refunded without any interest, within 30 days if the offer is not accepted. In case the offer is accepted but not honored by the tenderer, the Earnest Money will be forfeited. The Earnest Money will also be forfeited if wrong information is given in the tender to influence the tender cost.
12. **The EMD** of the successful bidder (L-1) including L-2 will be retained till finalization of the contract and issue of offer to L-1 bidder. The EMD of the L-1 bidder will be forfeited in case of any breach of contract terms.
13. **Full specifications & full details of business terms and conditions:** - Packing and forwarding, delivery period, VAT/Sales Tax /Trade Tax (whether provincial or Central), other Taxes /Charges, if any, the validity period of quotation, discounts or any other information relevant to the items should be indicated clearly in the Financial bid. Detail information regarding the articles to be supplied, such as make, size etc. to be furnished with the offer. The list of users of goods of similar or same nature in the country should also be enclosed. The offer would not be considered valid if these details are not provided.
14. **Quantity:** - Director, RFRI, Jorhat reserves the right to increase or decrease quantity of any tendered items and the vendor shall have to complete the offer. Any differences in this regard can be settled mutually which will be recorded and transparent.
15. **Force majeure:** - None of the parties under this contract shall be responsible for any act of commissions or omissions arising out of situation beyond his control which otherwise includes Acts of God.
16. **Dispute Resolutions:** - All disputes, differences and questions arising out of or incidentals to this contract or in any way touching or concerning this contract or the subject matter thereof or the respective rights duties or liabilities of the parties in respect of this contract except the decision thereof wherein before otherwise expressly provided for shall be referred to the Arbitrator. The Arbitrator shall be appointed by the Director General, ICFRE, Dehradun and the decision of the Arbitrator shall be final and binding on both the parties. The applicable Arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996
17. **Short closure or termination:** - The contract may be short closed or terminated,

at the discretion of the purchaser, on the following grounds:

- (a) The supplier fails to deliver the item by the contracted delivery date.
- (b) Any of the information provided by the supplier is found to be untrue.
- (c) The supplier is found to have attempted to influence a person involved with the contract through unethical means.
- (d) Due to unforeseen administrative reasons. The Purchaser is not liable to make any payment towards any loss to vender (s) under these provisions.

18. ADDITIONAL SPECIAL CONDITIONS FOR TENDER DOCUMENT DOWN LOADED FROM WEBSITE.

- a) Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer/s. RFRI, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, RFRI shall not be responsible in anyway. RFRI shall not be responsible for any direct/indirect loss of business/profit resulting from inability to use this facility.
- b) The Tenderer/s shall download & print the Tender document solely for bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
- c) The end of tender document is indicated by "**End of Tender Document**" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
- d) The tender document downloaded from website though does not bear signature of RFRI authority shall have same authority as having directly purchased from RFRI office. Tenderers while submitting his offer must sign all pages of tender document.
- e) The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The Tenderer should clearly write on main tender cover and also on the top of sealed cover "**Tender documents downloaded from website**".
- f) The Tenderers are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. **The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.**
- g) The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer/s offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, RFRI is liable to terminate the contract on contractor's default. In addition, RFRI reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. **After award of work, agreement, wherever necessary, will be prepared based on the master copy of tender document available in the RFRI office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with RFRI shall prevail and decision of DIRECTOR, RFRI thereon shall be final and binding on Tenderer.**
- h) Tenderer/s shall print the tender document on good quality A4 size papers and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by RFRI, if tender document is not printed or bound as per above instructions. Further, Tenderer shall bear expenses of Internet connection and telephone charges, if any for downloading of tender document.
- i) The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document issued by RFRI through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall be taken into account while submitting the tender. **Tenderer's offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.**
- j) The "Additional Conditions for Tender Document downloaded from Website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
- k) Tenderers may carefully note that their Purchase order or Contract Agreement, as the case may be, for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse points come to light subsequently. The decision of RFRI in this regard shall be final and binding.
- l) No Fax or E- mail tender document will be accepted by RFRI NOR will any reply to these affect be given by RFRI.
- m) The following declaration should be given by the Tenderer while submitting the Tender -:

Declaration

I/We have downloaded the tender document from the website <http://www.icfre.org> under tender option and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered / modified, I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with RFRI and/or prosecuted.

**Signature of Tenderer
Firm's seal
Date.**

Chapter – 6: Agreement.

I/ We, the Supplier M/S ----- agree to accept the Terms and Conditions governing this Tender document and process thereafter in letter and spirit. It is Certified that I/We am/are authorized to sign this Agreement for and on behalf of M/S.....

Name & Seal of the tenderer.

*****END OF TENDER DOCUMENT*****