

TENDER FORM
Controller of Stores,
HIMACHAL PRADESH
(INSTRUCTION TO TENDERERS)

1. Quotations must be enclosed in a properly sealed envelope addressed to the Controller of Stores, Himachal Pradesh by designation and not by name. The quotations must be superscribed "quotations" for the supply of..... during the year As called for in the Tender Notice dated The quotations must reach the Controller of Stores Himachal Pradesh before 11.30 AM of the date mentioned in the Tender Notice.

2. In the event of the quotations being submitted by a firm it must be signed separately by each member thereof, 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 or in the case of a Company the quotations should be executed in the manner laid down in the said Company's Article of Association. The signatures on the quotations should be deemed to be authorized signatures.

3. All the columns of the quotations form shall be duly, properly and exhaustively filled in. The rates and the units shall not be overwritten. Quotations shall always be both in figures and words. The words "No Quotation" should be written across any or all of the items in the schedule for which a tenderer does not wish to tender. Any omission in filling the columns of units and rates may debar a quotation from being considered. All corrections must be signed by the tenderers.

4. Samples must be sent of all items quoted for wherever required and specifically mentioned in Schedule-A. Such samples must be submitted and delivered in person or through their authorized representatives to the Incharge, Sample Room of the Controller of Stores, Himachal Pradesh situated at Bemloe, Shimla-171001. Samples should bear a sealed label, marked with the tenderers name and address and reference to the item no. in schedule. All instructions regarding the samples specified in the notice should be compiled on a date to be specified by the of Stores, Himachal Pradesh failing which the sample will become the property of the Government and no claim thereof will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment etc. shall be no ground for compensation in any form. Similarly the successful party who is put on rate contract shall remove their samples deposited against the rate contract after 90 days and before 120 days of the expiry of the rate contract whereafter the same shall become the property of the Government and will be disposed off under the orders of the Controller of Stores, in such manner as he may decide without giving any notice to the Contractor.

5. Earnest money of Rs..... in the shape of fixed deposit receipt duly pledged in favour of the Additional Controller of Stores, HIMACHAL PRADESH should be furnished with each tender. The tenderers or the firms who have deposited permanent earnest money or registered with this Organisation as local manufacturers need not deposit this amount and in such cases the tenderer must send attested copy of the registration certificate. Similarly Small Scale Industrial Units registered with the DGS&D or NSIC are exempted from the deposit of earnest money alongwith the tenders for such items for which they are registered with the DGS&D or NSIC in such cases they must sent attested copy of the registration certificate. The successful tenderer may be required to deposit in addition as security for due performance of the contract an amount equal to 10% of the approximate value of the estimated supply. However, local units of HIMACHAL PRADESH who possess valid registration certification of Controller of Stores/Addl.Controller of Stores, HIMACHAL PRADESH are exempted from furnishing the security.

6. The tender must be accompanied by General Sales Tax, Central Sales Tax clearance certificates showing the clearance of taxes upto 31st March of the proceeding year. Tenderers who enclose current registration certificate of HIMACHAL PRADESH Store Purchase Organisation need not enclose these certificates. However, the Government of India/ Himachal Pradesh Government Undertakings and such tenderers holding current valid registration with the DGS&D and also small scale industrial units registered with the National Small Industries Corporation will be exempted from furnishing such clearance certificates. Local Industrial units who attached with the tender an attested copy of the permanent registration certificate issued by the General Manager, District Industries Centre concerned, will also be exempted from furnishing such clearance certificates but will have to submit no dues certificate from the concerned General Manager, DIC.

7. Prices should be firm validity of rates must not be less than 90 days where the period of validity is specifically mentioned as 90 days or more and the tenders does not send any intimation by a registered post after expiry of such specified period, the validity of rates shall be deemed to have been extended till the date of issue of telegram/letter of acceptance in favour of tenderer.

8. The Controller of Stores/Addl. Controller of Stores, HIMACHAL PRADESH reserves the right of rejection/approval of all or any of the tender(s) without assigning any reasons thereto and reserves the right to negotiate with any of the tenders where deemed necessary and to award parallel rate contract to any or all of the participating tenderers.

9. No tender will be considered unless and until all the documents are properly signed.

10. The quotation will be regarded as constituting an offer or offers open to acceptance on whole or in part or parts at the discretion of controller of Stores, upto.....(date)

11. In the event of tender being accepted, the quotations will be converted into a contract which will be governed by the conditions given in Schedule "B" (Annexed) read with these instructions.

12. The Controller of Stores/Addl Controller of Stores, HIMACHAL PRADESH is authorised to debar any party or parties from future participation in the Purchase Programme of the Stores Purchase Organisation and from having any such dealings with any Government /Corporate body etc. in the State of Himachal Pradesh for a period not exceeding one year from the date of issue of such orders, when such parties quote rates in respect of various items of store for which tenders were invited by the Store Purchase Organisation and are the lowest, but such parties decline to enter into rate contract.

13. The tenderer who wish to file appeal against the award of rate contract may do so within 30 days of the award of rate contract and the appeal shall lie to the Secretary(Ind.) or any other authority as may be notified by the Government.

14. The rates should be quoted F.O.R destination any where in Himachal Pradesh unless otherwise specifically mentioned in the Schedule "A" of the rate contract.

15. ISI marked products will be given preference. The tenderers quoting ISI marked products shall have to attach attested copy of the valid ISI marking licence.

16. 100% payment will be made within 21 days against physical delivery of inspected/accepted stores duly supported with satisfactory inspection note and after receipt of correct goods at consignees site/ destination.

17. Rate, specification, measurement and quantum etc. must be quoted in metric system and filled only in the Schedule "A" and no where else.

18. Where samples are considered to be got tested, tenderers will have to furnish testing fee on demand otherwise earnest money will be forfeited to the Government.

19. The tenderer must attach copies of their existing rate contracts, if any, with the DGS&D or any other State Government's.

20. Test reports from the test houses recognised by State/Central Government must be supplied with the tenders where-ever required as mentioned in Schedule "A".

21. All photo copies, which are required to be attached with the tender should be got attested from a Gazetted Officer.

22. Inspection of factory premises may be carried out by the Controller of Stores and Addl. Controller of Stores or his authorised representative to ensure the genuineness of the firm as well as to verify the capacity/ quality of product being manufactured by the firm.

23. Sales Tax, Excise duty, other taxes be indicated separately otherwise rates will be deemed to be inclusive of such levies/ taxes and no future increase in duty/taxes will be allowed.

24. In case where it has not been specifically indicated in the Schedule "A" that only manufacturers can participate in the tenders, in such cases the tenderers other than manufacturers should attach authorisation letter from such principal manufacturers alongwith the tender.

25. Price fall clause- The offer of rates by the tenderer will be subject to the price fall clause i.e. if any item is offered at a lower rate by the tenderer at any other State/place in India, he shall not charge higher rate for the item offered in the tender. In the event of higher rates offered by such tenderer, the rates so offered by such party can be rejected at any stage.

26. Tenderers who do not fulfill the above mentioned requirements, their tender will be liable for rejection.

I/We hereby quote to supply the goods and material at the rates specified in the schedule "A" and within the time specified as set forth in the conditions of contract given in schedule "B". The terms and conditions given in schedule "B" will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose fixed deposits receipt for a sum of Rs.....as earnest money and should I/We fail to execute an agreement embodying the said conditions and deposit the security as laid down, in the form within 10 days of the acceptance of my/our tender, I/we hereby agree that the above sum of earnest money shall be forfeited to the Controller of Stores, Himachal Pradesh.

Read and accepted.

Signature of the Tenderers.