

TENDER DOCUMENT

(Total 17 pages)

SUPPLY OF TRAINING KITS

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08



**PETROLEUM CONSERVATION RESEARCH
ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

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**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

NOTICE INVITING TENDER

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08

Petroleum Conservation Research Association invites sealed tenders in prescribed tender form under **TWO BID (PART-I: TECHNO-COMMERCIAL BID & PART-II: PRICE BID) SYSTEM** from bonafide experienced suppliers with sound financial standing and reputation and fulfilling the qualifying requirements stated hereunder for the following works as per details given below :-

NAME OF WORK	EARNEST MONEY DEPOSIT	PRE-QUALIFICATIONS			
		Minimum Annual Turnover in any of the last three preceding financial years, starting from 2006-07 FY	Value of Work Order/s for similar works executed in any of the last five(5) preceding financial years		
			3(Three) similar completed works each costing not less than	Or, 2(Two) similar completed works each costing not less than	Or, 1(One) similar completed work costing not less than
	(Rs.)	(Rs. In Lakhs)	(Rs. In Lakhs)	(Rs. In Lakhs)	(Rs. In Lakhs)
Supply of Training kits – 12200 nos. (Each training kit consisting of one training bag containing one gel pen and one spiral notepad)	50000.00	15.0	7.50	10.0	12.50

THE TENDER COMPRISES OF TWO-BID SYSTEM:

PART-A: TECHNO - COMMERCIAL BID (as per Annexure `I')

PART-B: PRICE BID – Annexure `II', consisting of items description & specification (Annexure `III') and Terms and Conditions as per Annexure `IV' & `V'.

The Techno-Commercial Bid and Price Bid should be submitted on or before 07.10.08 latest by 2.30 P.M. in **two separate sealed envelopes**, duly marked on the cover "TECHNO-COMMERCIAL BID" OR "PRICE BID" with the super scribed title "SUPPLY OF TRAINING KITS" with mention of Tender No. & further enclosed in one envelope by affixing your rubber stamp and address to the office of Jt. Director(C & HR – Trg.), Petroleum Conservation Research Association, Sanrakshan Bhawan, 10, Bhikaji Cama Place, New Delhi – 110066. **The tender will be opened on 07.10.08 at 3.00 PM. The Earnest Money Deposit of Rs. 50000.00 vide Demand Draft shall be enclosed in the Techno-Commercial Bid.**

Tender Documents (non- transferable) can be obtained from the office of **Jt. Director (C&HR – Trg.), Petroleum Conservation Research Association, Sanrakshan Bhawan, 10, Bhikaji Cama Place, New Delhi – 110066, from 17.09.08(1000 hrs) to 07.10.08(1200 hrs), for a non refundable tender document fee of Rs 1000/- only either by Cheque or DD payable in New Delhi.** Tender will be available for sale during the above period from 1000 hrs to 1700 hrs on all other working days i.e. Monday to Friday. The Tenderer (s) who download the tender documents from PCRA's website://<http://www.pkra.org>, have to submit a separate Demand Draft of Rs. 1000.00 (One Thousand) non refundable amount along with their offer in the envelope containing the Techno-Commercial Bid, in favour of "PETROLEUM CONSERVATION RESEARCH ASSOCIATION" payable at New Delhi as the cost of tender document, failing which the tender will not be considered.

Documents shall be issued, received and opened on the date and time as mentioned above. If the tender cannot be opened on the date as given above due to unavoidable circumstances, the tender will be opened on the next working day unless separate notification is issued in this regard. **Tenders can also be downloaded from PCRA website www.pkra.org.**

PCRA takes no responsibility for delay, loss or non-receipt of bids sent by post. Telex/Telegraphic/Fax/e-mail offers shall not be accepted. Conditional offers are liable for rejection. Tender Issuing Authority reserves the right to refuse issue of tender document to any party without assigning any reason thereof.

Jt. Director(C&HR-Trg.)
For & on behalf of
PETROLEUM CONSERVATION RESEARCH ASSOCIATION (N.Delhi)

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

TECHNO-COMMERCIAL BID
DETAILS REQUIRED IN RESPECT OF PARTY
(To be typed on Party's Letterhead)

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08

1.	Name of the Party	
2.	Address	
3.	Telephone / Fax No (s)/E-mail	
4.	NGO/State Govt. Deptt./ Pvt. Party/ others (please specify)	
5.	Year of Establishment	
6.	Proprietor/ Partnership firm/Limited/ Pvt Limited	
7.	Name of Proprietor / Partner/ Directors	
8.	Annual Turnover in last three preceding financial years starting from 2006-07 FY – certified by CA	
9.	Registration No. (enclose copy of Registration Certificate)	
10.	Details of similar/other works carried out in any of last five(05) preceding financial years (please enclose the copies of relevant work orders and completion certificate)	
	▪ 3(Three) similar completed works each costing not less than Rs. 7.5 lakhs for items at Annexure `II`	
	▪ Or, 2(Two) similar completed works each costing not less than Rs. 10.0 lakhs for items at Annexure `II`	
	▪ Or, 1(One) similar completed work costing not less than Rs. 12.5 lakhs for items at Annexure `II`	
11.	Audited Balance sheet and profit & loss A/Cs for last three (03) preceding financial years starting from FY 2006-07 (Please enclose audited copy)	
12.	Permanent Account Number (PAN) (Please enclose copy)	
13.	Income tax Return for preceding last three (03) years starting from AY 2007-08 (Please enclose copy)	
14.	Work Contract Tax (Registration No., if applicable):	
15.	VAT ((Registration No., if applicable):	
16.	Value up to which party can take up jobs	
17.	Whether manufacturer or supplier	
18.	Any other details	

Date:

**Signature of Authorized Signatory of bidder
With name, address & seal**

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

PRICE BID

(To be submitted as PRICE BID in a separate envelope, on same page duly filled, signed and stamped or on firm's letterhead in same format)

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08

Name of work : Supply of Training Kits

S. NO.	ITEM/ DESCRIPTION	UNIT	TENTATIVE QTY.	UNIT RATE (RS.)*	AMOUNT (RS.)
1	TRAINING KIT (Each training kit consisting of one training bag containing one gel pen and one spiral pad)	NOS	12200		

Total Amount in words (Rs.)_____

We/I have read the terms & conditions, specifications & quantities of the work and agreed to abide by them. We/I agree to carry out the above work at the rate mentioned against the item.

* the quoted price is one single price rounded to two decimal places, all inclusive.

Date:

**Signature of Authorized Signatory of bidder
With name, address & seal**

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08

TRAINING KIT

(Each consisting of one bag, one gel pen & one note pad)

DESCRIPTION & SPECIFICATION:

Training Bag(as per sample available in PCRA, New Delhi)

- Side Bag, with imported cloth 600 Denier – black colour
- Size 12” x 15”, size 5”
- One pocket on flap
- One pocket back side
- One pocket inner side
- Belt with shoulder pad
- Cloth handle
- 2 locks front side
- Round with PVC wire
- Screen Printing on inside, top front in center, PCRA’s logo of size 16mm x 47mm
- Screen-printing of “Training on Energy Conservation Techniques”, of 10 mm font size in center below the PCRA logo.

Gel Pen

- Add Ist rank Gel Pen model or similar
- Blue or black
- Printing on pen of “PCRA”

Spiral Notepad(as per sample available in PCRA, New Delhi)

- Size 5.5” x 8.5”
- 36 ruled pages of good quality
- Printing on top cover of PCRA logo of size 16mm x 47mm in center
- Printing of “Training on Energy Conservation Techniques”, of 15 mm font size in center on top of PCRA logo
- Printing on back cover, six general conservation messages provided by PCRA

**Jt. Director(C&HR-Trg.)
For & on behalf of
PETROLEUM CONSERVATION RESEARCH ASSOCIATION (N.Delhi)**

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

TERMS AND CONDITIONS

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08

1. The samples of the items in training kit can be seen in PCRA office at Delhi on any working day (Monday to Friday) between 16.09.08 to 06.10.08 before submitting the offer.
2. The Tenderer (s) who download the tender documents from PCRA's website:/ <http://www.pcra.org>, have to submit a separate Demand Draft of Rs. 1000.00 (One thousand) non refundable amount along with the offer in favour of "PETROLEUM CONSERVATION RESEARCH ASSOCIATION" payable at New Delhi as the cost of tender document, failing which the tender will not be considered.
3. The tenderer should have executed the works of similar nature for a minimum value or more as given in the NIT in any of the last five (05) preceding financial years, as per details mentioned in the NIT. Moreover, tenderer shall furnish Annual Turnover in the last three(03) preceding financial years, duly certified by a Chartered Accountant. Qualification of tenderer with respect to turnover shall be as per details provided in NIT.
4. The tenderer shall have to deposit the following sum as mentioned below towards Earnest Money Deposit in the form of Demand Draft payable to 'Petroleum Conservation Research Association', payable at New Delhi along with the tender document. Offers without EMD will be rejected.

NAME OF WORK	EMD(Rs.)
Supply of Training Kits	50000.00

5. If the tender is accepted, the amount of earnest money will be retained and adjusted as security deposited for the due and faithful fulfillment of the contract. The security deposit shall be 10% of awarded value. The successful tenderer shall deposit initially an amount of 2.5% of the awarded value as security deposit after adjustment of Earnest money and the balance of security deposit shall be recovered by making deduction from the running Bills on account bill of contract, so as to maintain a security deposit of 10% during the period of contract. The Earnest Money of the unsuccessful Tenderer(s) will be returned within a reasonable time.
6. The price shall be quoted lump sum price per unit of training kit (consisting of one bag, pen & spiral notepad), inclusive of VAT & ST; all other taxes as applicable for inter state transfer including CST, octroi, etc.; cost of transportation (including packing) on door delivery basis by surface courier mode, insurance; etc.

7. The price shall be firm and not subject to escalation for any reason what so ever till the execution of entire order. In case tenderer alter/modify/withdraw his bid after opening the price bid and within the validity period, the tender submitted by the tenderer shall be liable to be rejected and EMD forfeited.
8. Tenders for the work shall remain open for acceptance for a period of ninety(90) days, from the date of opening of tenders.
9. The kits are required to be transported to the following tentative locations of M/s ONGC Ltd. /PCRA in India on door delivery basis as per the following provisional quantities. The locations are serviced by courier agencies.

Southern Region	Chennai	700 kits
	Rajahmundry	
	Karaikal	
Eastern Region	Bokaro	3500 kits
	Kolkatta	
	Nazira/Sibsagar	
	Silchar	
	Agartalla	
	Jorhat	
	Durgapur	
Western Region	Ahmedabad	7300 kits
	Ankleshwar	
	Cambay	
	Baroda	
	Mehsana	
	Jodhpur	
	Mumbai	
	Uran	
	Hazira	
	Goa	
Northern Region	Delhi	700 kits
	Dehradun	

10. The owner will intimate in advance to the successful bidder, the exact quantity of dispatch to a particular location within a region.
11. The entire consignment of 12200 bags is expected to be dispatched within twelve months from the date of purchase order.
12. Each training kit shall be supplied complete in all respect, i.e the bag should be dispatched with the pen, notepad, book & feedback form placed inside.
13. PCRA will supply requisite numbers of its own book & single page feedback form to the party in advance. One book, each of approx. 150 grams, and one single page feedback form is to be kept inside the training bag along with pen & notepad before packing & dispatch. The weight of the complete kit including this book & feedback form would be in the range of 1.0 – 1.1 kg(as per sample).
14. There shall be no separate charges for transportation (including packing) on door delivery basis by surface courier mode or, by any other mode in case surface courier service is not available for a particular location.
15. Party should be able to deliver the training kits at the designated location within eight (8) days of dispatch order received from PCRA through e-mail/fax/letter. In case of locations in Assam, Tripura and other North East States, tens (10) days will be allowed. Thus, it is assumed that the party would engage reputed courier services and take

alternate course of action like air delivery etc., for timely delivery of kits if the situation warrants. However, no extra payment will be done in any circumstances.

16. The party will have to intimate owner about consignment details immediately after its dispatch so that the owner/ONGC can track the movement of consignment through internet site/customer service of the courier agency.
17. In the event of failure of the successful bidder to submit the signed work order within a period of ten days of the issue of work order to start the work as an acceptance of terms & conditions of work together with balance amount of initial security deposit as per clause (5) aforesaid, the entire earnest money deposited by him shall be forfeited and acceptance of his tender withdrawn. In case of failure of the party for more than one occasion, the tenderer may be put on holiday list for period of one year.
18. The successful vendor will be given 25 days from award of work order for job mobilization. Thereafter, delivery time will be stipulated as per above point no. 15.
19. Individual packing of kits should be in polythene sheet cover to avoid any damage from rain/water etc. and consignments for dispatch should be further packed in proper cartons with waterproofing cloth duly stitched on them. Each carton may contain 40 to 50 kits. The decision of receiving officers from PCRA/ONGC at above locations regarding damaged/defective material will be binding on the supplier.
20. The materials shall be subject to inspection and testing at any time prior to shipment and/or dispatch and to final inspection within a reasonable time after arrival at site. PCRA shall have the right to carry out the inspection and testing which will include the raw material at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and after completion of packing.
21. Vendor should agree to accept part order for training kits at owners option without any limitations whatsoever and also accept repeat order(s) during a period of nine months from the date of original purchase order on same unit price, terms & conditions.
22. The quantities indicated for supply & dispatch are tentative and owner reserves the right to split up the order between two or more parties as well as to alter the quantity of supply of training kits & location of dispatch within India.
23. The items are required for a time bound training program and therefore they lose their intrinsic value in case of late delivery at the training locations. In case of late delivery, 10 % of cost of kits will be deducted from the bill for the quantity arriving late by one day. For any delay between two to four days, 15% will be deducted as per quantity arriving late and any delay beyond five days will attract a penalty of 25% of cost of kits. The reference date for calculation of late days with respect to a location shall be the starting date of training program at that location.
24. PCRA takes no responsibility for delay, loss or non-receipt of training kits dispatched by the party. The party shall indemnify Owner from any damage & loss of items in transit and shall accordingly insure the items of supply on its own.
25. The material shall be ensured to be delivered at respective locations timely & in good condition and will be covered under "transit insurance policy" by the vendor, at no extra cost to owner.

26. Any Goods lost or damaged in transit shall be restored or replaced by the Supplier at the Supplier's expense and to the Buyer's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replacement goods have been accepted. In such cases, penalty as per clause 23 will be imposed for late delivery.
27. Any deviation in the terms and conditions may be specifically mentioned in the bid.
28. PCRA takes no responsibility for delay, loss or non-receipt of offers sent by post. Telex/Telegraphic/Fax offers shall not be accepted. Conditional & incomplete offers are liable for rejection.
29. All disputes arising out of the work order to be issued against this tender shall be referred to the sole arbitration of a person selected by the vendor out of a panel of three persons nominated by the Executive Director, Petroleum Conservation Research Association and his/her decision/award shall be final and binding on the contractor. The Indian Arbitration Act 1940 shall apply to the arbitrations proceedings under this contract.
30. No advance payment shall be made. The payment shall be released within 10-15 days on submission of the bill to PCRA office along with production of courier documents (POD receipt) etc. if any and/or proof of receipt of training kits at respective locations; in requisite number, timely and in good condition. The decision of PCRA will be final with regards to timely receipt of kits in requisite numbers.
31. Bills may be raised after completion of supply & receipt at destination of every 1500 bags.
32. The TDS on income tax and work contract tax, as applicable, shall be deducted at source at the prevailing rate.
33. The sales tax, work contract tax, if applicable, should be mentioned.
34. The Tenders will be opened at the assigned date and time in presence of the tender committee of PCRA and/or tenderer(s)/their authorized representatives.
35. If the tender document is attached by any other communication from the bidder, the same should be on bidder's letterhead.
36. Unsealed, unsigned tenders (on all pages) shall be liable to rejection. The tender should be complete in all respect including submission of requisite papers as per clause 22 of General Purchase Conditions (Annexure 'V').
37. The owner reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever. Although ordinarily the lowest responsive bid amongst the bids submitted by tenders and considered by owner as qualified and competent shall be preferred, the owner reserve the right not to accept the lowest bid if in its opinion, this would not be in the interests of the work.

Jt. Director(C&HR-Trg.)

For & on behalf of

PETROLEUM CONSERVATION RESEARCH ASSOCIATION (N.Delhi)

**PETROLEUM CONSERVATION RESEARCH ASSOCIATION
SANRAKSHAN BHAWAN, 10, BHIKAJI CAMA PLACE
NEW DELHI – 110 066**

TENDER NO. PCRA/C&HR/ONGC/TRG/28D/OT-1 dt. 17.09.08

GENERAL PURCHASE CONDITIONS (INDIGENOUS)

INDEX

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1. DEFINITION:

The following expressions used in the Purchase Order shall have the meaning indicated against each of these: -

The "**OWNER**" means **Petroleum Conservation Research Association, a society under Ministry of Petroleum & Natural Gas, Govt. of India** having its office at Sanrakshan Bhawan, 10, Bhikaji Cama Place, New Delhi – 110 066.

And shall include its successors and assignees.

"**GOODS/MATERIALS**": Goods and/or materials shall mean any of the articles, materials.

"**VENDOR/PARTY**": Vendor/Party shall mean the person, firm or corporation to whom this purchase order is issued.

"**CONTRACTUAL DELIVERY DATE**": Contractual delivery date is the date on which goods shall be delivered F.O.R. despatching point/destination in accordance with the terms of the Purchase Order. This contractual delivery date/period is inclusive of all the lead time for engineering procurement of raw materials, manufacturing, inspection/testing, packing any other activity whatsoever required to be accomplished for effecting the delivery at the agreed delivery point.

"**WORK ORDER/PURCHASE ORDER**": same.

2. REFERENCE FOR DOCUMENTATION:

Purchase Order number must appear on order confirmation correspondence, invoices, consignment notes, packing and or any documents or papers connected with the order.

3. CONFIRMATION OF ORDER:

The vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and thereby confirm his acceptance of this, Purchase Order in its entirety without exception. This acknowledgement will appear on both Purchase Order and General Purchase Conditions.

4. SALES CONDITIONS:

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

5. COMPLETE AGREEMENT:

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Change will be binding only if the amendments are made in writing and signed by an authorized representative of Owner and the Vendor.

6. INSPECTION, CHECKING, TESTING:

- (a) The materials covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at site. PCRAs shall have the right to carry out the inspection and testing which will include the raw material at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.

- (b) All tests, mechanical and others particularly those required by codes will be performed at the vendor's expenses and in accordance with PCRA's instructions. The vendor shall also bear the expenses concerning preparation and rendering of tests required by any statutory testing agency as may be required.
- (c) The salaries and fees of PCRA's and their travelling, lodging and boarding expenses will not be borne by the vendor unless Inspections become in fructuous due to any omission or commission on the part of the vendor. Before dispatch the materials may be checked and stamped by PCRA who are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspections fail to comply with the specifications, codes and testing requirements.
- (d) The vendor will have to: -
- Inform owner/Inspector at least eight days in advance of the exact place, date and time of rendering the equipments or materials for required inspection.
 - Provide free access to PCRA during normal working hours to Vendor's or his/its sub vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- (e) Even if the Inspections and tests are fully carried out, Vendor is not absolved to any degree from his responsibilities to ensure that all materials supplied comply strictly with requirements as per agreement at the time of delivery, inspection or arrival at regional offices.
- (f) The vendor's responsibilities will not be lessened to any degree due to any comments made by PCRA witnessing only chemical or physical tests.

In any case, the materials must be strictly in accordance with the Purchase Order and/or its attachments failing which the Owner shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

7. WEIGHTS AND MEASUREMENTS:

- (a) The consignment note, invoice, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Owner's Purchase Order.
- (b) All weights and measurements recorded by Owner/ONGC on receipt of goods at site will be treated as final.

8. DESPATCH INSTRUCTIONS:

- (a) Unless otherwise specifically advised in writing, goods shall not be dispatched without prior inspection, testing and/OR Release orders/Materials Acceptance Certificates issued by PCRA.
- (b) Vendor shall exercise due care and ensure that the consignments are booked under reputed courier agencies through surface mode, failing which any additional freight incurred by Owner due to vendor booking the material under a wrong classification shall be to vendor's account.
- (c) Goods shall be consigned in the name of the consignee as per the addresses given to the vendor by the owner from time to time in writing.
- (d) Owner reserves the right to advise any change in dispatching point/destination and/or mode of transport as may be required.

- (e) Unless otherwise specifically advised in writing, the goods shall be dispatched by the most expeditious mode of courier transport to the destination as applicable.

9. RESPECT FOR DELIVERY DATES:

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase order for their delivery. As delivery period is expressly stated, it shall be construed from the date of intimation from owner's side. The Owner reserves the right to defer the Period of delivery in writing.

10. DELAYED DELIVERY:

Time and date of delivery of materials as stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extensions sanctioned, the Owner may at his option either:

- a. Cancel the order in part or full, purchase such cancelled quantities from elsewhere on account any at the risk of the Vendor, without prejudice to its rights in respect of goods delivered.
- b. In case of late delivery, 10 % of cost of kits will be deducted from the bill for the quantity arriving late by one day. For any delay between two to four days, 15% will be deducted as per quantity arriving late and any delay beyond five days will attract a penalty of 25% of cost of kits, regulated as per Special Conditions of Contract.

11. DELAYS DUE TO FORCE MAJEURE:

In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Owner on receipt of application from the Vendor without imposition of penalty. Only those causes which depend on natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days, causes like strike/lockout at Vendor's work for more than ten consecutive days and Government Acts such as major power cuts for a consecutive minimum period of 30 days and other direct legislative enforcement are considered the causes of Force Majeure. The decision of Owner shall be final and binding on vendor.

The Vendor must advise the Owner by a Registered letter duly certified by local Chamber of Commerce or statutory authorities, the beginning and the end of the cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force Majeure conditions as defined above.

12. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the materials do not comply with specification and requirements, the same shall be removed by the Vendor at his/its own expense and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Owner for such disposal shall be to the account of the Vendor. The freight paid by the Owner, if any on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Owner before the rejected materials are removed by the Vendor. The Vendor will have to proceed with the replacement of that or part of material without claiming any extra payment if so required by the Owner. The time taken for replacement in such event will not be added to

the contractual delivery period. However, penalty will be imposed as per clause 10 b) above.

13. PRICE:

Unless other wise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason what-so-ever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

14. INVOICING AND NEGOTIATION OF DOCUMENTS:

Invoices and other documents including inspection Certificates/Release Note shall be sent as hereunder:

Original plus 1(one) copy to the Jt. Director(C&HR-Trg.), Petroleum Conservation Research Association, New Delhi

15. RECOVERY OF SUMS DUE:

Whenever any claim against the vendor for payment of a sum of money arise out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount the vendor shall pay to the owner on demand the balance remaining due.

16. PART ORDER/REPEAT ORDER:

Vendor hereby agrees to accept part order at owner's option without any limitations whatsoever and also accept repeat order(s) during a period of nine months from the date of completion of original purchase order on same unit price, terms & conditions.

17. CHANGES/MODIFICATIONS:

The owner has the option at any time to make changes in quantities ordered or in specifications and drawings. If such changes cause an increase or decrease in the price or in the time required for supply an equitable adjustment under this provision must be finalized with in 10 days from the date when the changes are ordered.

18. CANCELLATION:

The owner reserve the right to cancel this Purchase Order/or, any part thereof and shall be entitled to rescind their contract wholly or in part in a written notice to the vendor if:

- (i) The vendor fails to comply with the terms of this Purchase order.
- (ii) The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
- (iii) The vendor becomes bankrupt or goes in to liquidation
- (iv) The vendor makes a general assignment for the benefit of creditors.
- (v) A receiver is appointed for any of the property owned by the vendor.

Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it.

The owner in that event will be entitled to procure the requirement in the open market and recover the excess payment over the vendors agreed price, if any, from the vendor

reserving to itself the right to forfeit the security deposit, if any, made by the vendor against the contract.

The vendor is aware that the owner requires the said goods for the ultimate purpose of distribution to trainees and that non-delivery may disrupt its time bound program and consequently loss of profit & image to the owner. In this event of the owner exercising the option to claim damage for non-delivery other than by way of difference between the market price and the contract price the vendor shall pay to the owner the fair compensation to be agreed upon between the owner and the vendor.

The provision of this clause shall not prejudice the right of the owner from invoking the provisions of clause 'Delayed Delivery' as aforesaid.

19. NON-WAIVER:

Failure of the Owner/Owner's representatives to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies herein or by law or failure to properly notify vendor in the event of breach; or the acceptance of, or payment of any goods hereunder or approval of design shall not release the vendor and shall not be deemed a waiver of any right of the Owner or Owner's representatives to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Owner's representatives act as waiver of terms hereof.

20. NO ASSIGNMENT:

The purchase order shall not be assigned to any other agency by the vendor without obtaining prior written consent of owner.

21. LEGAL JURISDICTION:

In case of any legal issue arising out of the contract, the same shall be subject to the jurisdiction of the Courts at New Delhi only, to the exclusion of all other courts.

22. RELATIONSHIP WITH EXECUTIVE COMMITTEE/GOVERNING BODY MEMBERS:

The Vendor should declare exhaustive details in a separate covering letter containing the answers of following queries:

- (i) Whether proprietor is an Executive Committee/Governing Body member or is related to any Executive Committee/Governing Body member of PCRA in service or retired within the past two years.
- (ii) Whether any partner or member of the firm is Executive Committee/Governing Body member of PCRA or is related to any Executive Committee/Governing Body member of PCRA in service or retired within the last two years.
- (iii) Whether any of the Directors of the Company is an Executive Committee/Governing Body member or is related to any Executive Committee/Governing Body member of PCRA present or retired within the past two years.
