वार का पता : "मिनीस्टील"

Telegraphic Address : "MINISTEEL"



सं 0 14013/1/2008-सा.प्र.

No.

मारत सरकार GOVERNMENT OF INDIA इस्पात मंत्रालय MINISTRY OF STEEL उद्योग भवन UDYOG BHAWAN

नई दिल्ली-110107 28 नवम्बर, 2008 New Delhi-110107

सेवा में,

संलग्न सुची के अनुसार ।

विषय : वर्ष 2008-09 के दौरान इस्पात मंत्रालय के लिए क्रोकरी मद की खरीददारी

करने के लिए कोटेशन।

महोदय.

मुझे निम्नलिखित शर्तों पर वर्ष 2008-09 के दौरान इस्पात मंत्रालय के लिए क्रोकरी मद की खरीददारी करने के लिए आपसे सील बंद कोटेशन आमंत्रित करने का निदेश हुआ है:-

- (i) दरें, श्रम प्रभार इत्यादि सहित, यदि कोई हो, संलग्न प्रोफार्मा में दी गई विशिष्टियों के अनुसार उद्धरित की जानी चाहिए। कोटेशन संलग्न प्रोफार्मा (अनुबंध-।) के क्रम में ही स्वीकार की जाएगी अन्यथा प्राप्त कोटेशन अस्वीकार कर दी जाएगी।
- (ii) कार्य को तत्काल सूचना मिलते ही आरंभ करना होगा और लिखित/मौखिक आदेश मिलने पर शीघ्र पूरा करना होगा। उद्योग भवन, नई दिल्ली में नि:शुल्क कार्टेज प्रभारों के साथ आपूर्ति करने के लिए फर्म के प्रतिनिधि को जब भी अपेक्षित हो इस मंत्रालय में आना होगा।
- (iii) उद्धरित दरें अनुबंध-। में प्रत्येक मद के सामने संबंधित कॉलम में स्याही अथवा टाइप के द्वारा स्पष्ट लिखी जानी चाहिए। किसी भी दशा में ओवरराइटिंग न हो अन्यथा कोटेशन पर विचार नहीं किया जाएगा।
- (iv) किये गये ठेके को इस मंत्रालय द्वारा बिना कोई कारण बताए किसी भी समय समाप्त किया जा सकता है। इसलिए इस संबंध में इस मंत्रालय का निर्णय अंतिम होगा और ठेकेदार के लिए बाध्य होगा।

..जारी../

- (v) ठेका प्रारंभ में एनुअल रेट कांट्रेक्ट (एआरसी) प्रदान करने की तिथि से एक वर्ष के लिए वैध होगा जिसे इस मंत्रालय के सक्षम प्राधिकारी के विवेक पर आगे बढ़ाया अथवा कम किया जा सकता है। इसलिए इस संबंध में भी इस मंत्रालय का निर्णय अंतिम होगा और ठेकेदार के लिए बाध्य होगा।
- (vi) एग्रीमेंट फॉर एनुअल रेट कांट्रैक्ट (अनुबंध-11) की एक हस्ताक्षरित प्रति कोटेशन के साथ प्रस्तुत की जानी चाहिए। उक्त एग्रीमेंट एआरसी प्रदान करने की तिथि से एआरसी ठेका समाप्त होने की तिथि तक प्रभावी रहेगा। इस एग्रीमेंट की हस्ताक्षरित प्रति के बिना प्राप्त कोटेशनों को सीधे ही अस्वीकार कर दिया जाएगा।
  - 2. यदि आपकी फर्म ऊपर उल्लिखित शर्तों पर अपेक्षित कार्य करने की इच्छुक हैं तो आप निर्धारित प्रोफार्मा (संलग्न) में अपना कोटेशन अधोहस्ताक्षरी के नाम से सीलबंद लिफाफे में भेज सकते हैं। कोटेशन को गेट नं-1, उद्योग भवन, में इस्पात मंत्रालय के स्वागत कार्यालय के बाहर लगे टेंडर बॉक्स में दिनांक 11.12.2008 को प्रात: 11 बजे तक या इससे पहले डाल सकते हैं। इन सीलबंद कोटेशनों को अधिकृत प्रतिनिधियों, जो उपस्थित होना चाहते हैं, की उपस्थिति में रूम नं. 74, उद्योग भवन में दिनांक 11.12.2008 को प्रात: 11.30 बजे खोला जाएगा। सीलबंद लिफाफे के ऊपर स्पष्ट रूप से "इस्पात मंत्रालय में प्रिंटिंग कार्य के लिए कोटेशन" लिखा होना चाहिए।
  - 3. प्रोफार्मा (अनुबंध) को इस्पात मंत्रालय की वेबसाइट (<a href="http://steel.nic.in">http://steel.nic.in</a>) से भी डाउनलोड किया जा सकता है।
- 4. कोटेशनों के साथ अग्रिम जमा राशि (ईएमडी) के रूप में 5,000/-रुपए का एक डिमांड ड्राफ्ट/बैंकर्स चैक/पे-ऑर्डर, जो वेतन एवं लेखा अधिकारी, इस्पात मंत्रालय के नाम देय होगा, भेजा जाना चाहिए। अपेक्षित ईएमडी तथा फर्म के TIN/PAN एवं सर्विस टैक्स नंबर के बिना प्राप्त कोटेशनों पर विचार नहीं किया जाएगा। परंतु, जिन फर्मों ने हमारे दिनांक 10.11.2008 के समसंख्वक आमंत्रण के संबंध मे अपेक्षित ई.एम.डी. जमा की हुई है उन्हे पुन: जमा कराने की आवश्यकता नही है।
- 5. सक्षम प्राधिकारी को बिना कारण बताए किसी भी कोटेशन को स्वीकार अथवा अस्वीकार करने का अधिकार होगा।

भवदीय,

(एस. पी. त्यागी)

अनुभाग अधिकारी दूरभाष/ 23062537 तार का पता : "मिनीस्टील" Telegraphic Address : "MINISTEEL"



14013/1/2008-Ad(G)

No.

भारत सरकार GOVERNMENT OF INDIA इस्पात मंत्रालय MINISTRY OF STEEL उद्योग भवन UDYOG BHAWAN

नई दिल्ली-110107 BY SPEED POS<sup>N</sup>Ew Delhi-110107

28 November, 2008

To.

As per list enclosed.

Subject: Quotation for supply of crockery items for use in the Ministry of Steel for the year 2008-2009.

Sir.

I am directed to invite the sealed quotations rates for the crockery items to be procured for use in the Ministry of Steel during the year 2008-2009 subject to the following conditions:-

- (i) The rates including labour charges etc., if any, should be quoted according to the specifications given in the enclosed proforma. Quotations in the same order of the enclosed proforma (Annexure-I) will be accepted and if received otherwise, be liable to rejection.
- (ii) The delivery of the items will have to be made even at short notice and immediately on receipt of written/verbal order. The representative of the firm will have to visit this Ministry as and when required for having the supply to be made at Udyog Bhawan, New Delhi free of cartage charges etc.
- (iii) The rates quoted should be clearly written in the relevant column against each item put in Annexure-I in ink or typed and in no case be over written, otherwise the quotations will not be taken into account.
- (iv) The contract entered into can be terminated by this Ministry at any time without assigning any reasons. Therefore, in this connection the decision of this Ministry will be final and shall be binding upon the contractor.
- (v) The contract will ordinarily be valid for one year w.e.f. the date of awarding the Annual Rate Contract (ARC), which may be extended further or curtailed at the discretion of the Competent Authority of this Ministry. Therefore, in this connection also the decision of this Ministry will be final and shall be binding upon the contractor.

- (vi) A signed copy of the AGREEMENT FOR ANNUAL RATE CONTRACT (ANNEXURE-II) should invariably be submitted alongwith the quotation. The aforesaid AGRREEMENT would be effective from the date of awarding the ARC and until the expiry of the awarded ARC. The quotations received without a signed copy of this agreement will summarily be rejected.
- 2. In case your firm is interested in undertaking the requisite job subject to the conditions mentioned above, send your quotation in the prescribed Performa (enclosed) in a sealed cover addressed to the undersigned, by name. Quotations may be dropped in the Tender Box placed outside the Reception Office of Ministry of Steel at Gate No.1, Udyog Bhawan on or before 11.12.2008 by 11.00AM. The sealed quotations shall be opened at 11.30 A.M on 11.12.2008 itself in room No.74, Udyog Bhawan in presence of the authorized representative(s) of the firm(s), who choose to be present. The sealed cover should be clearly superscribed "QUOTATION FOR CROCKERY ITEMS TO BE OPENED ON 11.12.2008."
- 3. The proforma (Annexure) may also be downloaded from the Ministry of Steel's website (http://steel.nic.in)
- 4. The quotations should invariably be accompanied by a Account Payee Demand Draft/Banker's Cheque/Pay Order of Rs. 5000/- payable to 'Pay & Accounts Officer, Ministry of Steel' as Earnest Money Deposit (EMD). The quotations received without the requisite EMD and also the TIN/PAN and Service Tax Number of the firm will not be entertained. However, the firms, who have submitted the required EMD in response to our earlier invitation of even number dated 10.11.2008 are exempted of furnishing the same.
- 5. The Competent Authority reserves the right to reject or select any quotation without assigning any reason.

Yours faithfully,

(S P Tyagi) Section Officer Tel: 2306 2537

## LIST OF ITEMS (CROCKERY)

S.No	Items	Desirable Brand*	Quantity for Rate	Rate
(i)	(ii)	(iii)	(iv)	(v)
	Bowl (Super Fine bone china) (Small)	CCL	1 pc.	
	Bowl (Super Fine bone china) (Big)	CCL	1 pc.	
	Casserole (Big)		1 pc.	
	Casserole (Medium)		1 pc.	
5	Coaster (Super fine)		1 set of 6 pcs.	
	Continer (Plastic) (Big)		1 pc.	
7	Continer (Plastic) (Medium)		l pc.	
- 8	Continer (Plastic) (Small)		1 pc.	2 -17.5
9	Continer (Steel) (Big)		l pc.	
10	Continer (Steel) (Medium)		1 pc.	
	Continer (Steel) (Small)		1 pc.	
12	Cup & Saucer (Super Fine bone china) (Exclusive design)	CCL	1 set of 6+6	
13	Cutlery set (Super Fine stainless steel)	35)	1 set of 24 pcs.	
	Dinner set (36 pcs.) (Super Fine bone china)	CCL	1 set	
	Dinner set (42 pcs.) (Super Fine bone china)	CCL	1 set	
	Dinner set (57 pcs.) (Super Fine bone china)	CCL	1 set	
	Dinner set (65 pcs.) (Super Fine bone china)	CCL	1 set	
	Dinner set (72 pcs.) (Super Fine bone china)	CCL	1 set	
	Dinner set (95 pcs.) (Super Fine bone china)	CCL	1 set	
	Fork (Super Fine stainless steel)		1 pc.	
	Full plate (Super Fine bone china) (Exclusive design)	CCL	1 pc.	
	Glass (Cut) (Super fine)		1 pc.	
23	Glass (Borosil)		1 pc.	
	Knives (Super Fine stainless steel)		1 pc.	
	Milk pot (Super Fine bone china)	CCL	l pc.	
	Milk pot (Super Fine Stainless steel)		1 pc.	
	Quarter plate (Super Fine bone china) (Exclusive design)	CCL	1 pc.	
	Service tray (Superfine) (Medium)		1 pc.	
	Service tray (Superfine) (Big)		1 pc.	
	Service tray (Super Fine Stainless steel) (Medium)		1 pc.	
	Service tray (Super Fine Stainless steel) (Big)		1 pc.	
32	Sieve (Chhanni) (Super Fine Stainless steel)		1 pc.	
	Sugar pot (Super Fine bone china)	CCL	l pc.	
	Sugar pot (Super Fine Stainless steel)		1 pc.	
	Table spoon (Super Fine Stainless steel)		1 pc.	
	Tea pot (Super Fine bone china)	CCL	1 set	
37	Tea pot (Super Fine Stainless steel)		1 set	
	Tea set (Super Fine bone china)	CCL	1 set	
	Tea set (Super Fine Stainless steel)		1 set	
	Tea spoon (Super Fine Stainless steel)		1 pc.	
	Thermo flask (Standard)	Eagle	1 pc.	
	Thermo flask (Steel Body)		1 pc.	
	Thermo flask (Outer-inner Steel)		1 pc.	

<sup>\*</sup>Desirable brand of Bone China Crockery is 'CCL'.

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## TERMS AND CONDITIONS OF AGREEMENT

"THIS AGREEMENT MADE ON between THE PRESIDENT OF INDIA acting through Secretary (Steel), MINISTRY OF STEEL, GOVERNMENT OF INDIA (hereinafter referred to as 'THE CLIENT' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in Office Representatives and assigns) of the FIRST PART and M/s.  having its Registered Office at (hereinafter referred to as THE FIRM
which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and permitted assigns) of the OTHER PART."
(A) WHEREAS THE CLIENT has accepted the offer of the Firm to supply the crockery items for the Ministry of Steel for one year with effect from at the L-1 rates on the terms and conditions herein. The list of approved rates is given at Annexure.
(B) "WHEREAS THE CLIENT" is desirous of having supplied crockery items at Udyog Bhawan (hereinafter to be referred as materials).
(C) AND WHEREAS pursuant to the offer of the Firm, the Client has agreed to engage the Firm for supply of the materials on terms and conditions hereinafter.
(D) AND WHEREAS the Firm has offered to render its services to supply the materials to the satisfaction of the Client.
(E) NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT THE PARTIES have agreed as follows:
(i) THE FIRM shall render the services (procuring and delivery of materials) for a period of one year w.e.f under Annual Rate Contract (ARC) at the rates approved. The ordered materials would be procured within a maximum period of one day on receipt of its notice/orders (either in verbal or in written form) and delivery arrangements of the same would be made by the FIRM at their own expenses. However, in certain circumstances, the delivery must be done on an urgent basis. The quality should, in no case, be poorer than the desired one. Payment will be made by Cheque only after delivery of the entire materials of desired standard ordered for and receipt of the related bill.
(ii) UNLESS OTHERWISE AGREED the Firm shall ensure that the materials supplied would be to the fullest satisfaction of the users for whom the materials are procured. In case of receiving any unsatisfactory report from the user concerned, the CLIENT would not be liable to make any payment for such unsatisfactory materials supplied. Therefore, no extra payment for such materials

(iii) The Firm will work under the instructions of the Section Officer/Dealing Hand, General Administration Section of the Ministry of Steel.

replaced would be admissible to the FIRM.

(iv) The ARC will include replacement of all unsatisfactory materials delivered by the Firm on an urgent basis.

- (v) IN THE EVENT OF FAILURE OF THE FIRM to fulfill any of its contractual obligations, the Client will be entitled, without prejudice to its any other rights available to it, to terminate the Annual Rate Contract and on such termination, the Company shall be liable to refund forthwith but not later than 15 days from the date of the letter communicating the termination, the excess amount paid, if any, along with the interest @ 21% per annum to be accrued from the date of drawal of such payments till the date of refund thereof. In case the Firm does not refund the balance amount along with interest @ 21% per annum, the Security Deposit/Bank Guarantee/Surety Bond produced by the Firm will be forfeited
- (vi) THE FIRM undertakes to discharge all its obligations under Contract/Agreement in good workmanship manner and in case any material remains undelivered for its unavailability, the Firm will have to furnish an undertaking duly attested by the user and the delivery of the same may be done within the time taken from the user.
- (vii) The defective materials will be replaced by the materials of the desired specifications and in case these are not available, the materials with similar specifications, not poorer than that of desired one, will have to be supplied.
- (viii) The FIRM shall provide functional Mobile Phone numbers for urgent communications.
- (ix) THE FIRM will not revise the rates/charges in between the period of the Agreement.
- (F) The Obligations undertaken by the Authorized Signatory on Behalf of the Firm shall not be discharged or on any way affected by an extension of time or any indulgence granted by the Client to the FIRM.
- (G) IN WITNESS WHEREOF the Parties hereto through their respective authorized representatives caused this present executed on the day and year mentioned above.

Signature of the	(Service
(Name Shri:	
Designation:Regional Manager	
For and On behalf of M/s.	
In the Presence of	
Witnesses	
1.	
2.	

(JAYA DUBEY)
DEPUTY SECRETARY TO THE GOVT. OF INDIA
For and On behalf of President of India
In the Presence of
(Witness)
(i) S P Tyagi, Section Officer
(ii) G Sinha, UDC