

TENDER ENQUIRY DOCUMENT

**FOR PURCHASE
OF
FURNITURE ITEMS**

**FOR AND ON BEHALF OF
NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA**

Ministry of Health & Family Welfare, Government of India

HLL/PCD/NIB-11/12-13



BY

HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14 A, Sector-62,

Noida-201 307

PHONE: 0120-4071500

URL: www.lifecarehll.com

Email: pcd@lifecarehll.com

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SECTION I

NOTICE INVITING TENDERS (NIT)
HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)
Procurement & Consultancy Services Division
B-14 A, Sector-62, Noida-201 307
URL: www.lifecarehll.com
Email: pcd@lifecarehll.com
PHONE: 0120-4071500

Tender Enquiry No.: HLL/PCD/NIB-11/12-13

Dated: 24.12.2012

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of National Institute of Biologicals, Noida invites sealed tenders, from eligible and qualified tenderers for supply of following furniture items for Hostel & Guest House.

Item No.	Name of the Item	Qty (nos.)	EMD (Rs.)
Schedule-I			
1.	Wooden Bed	17	5320
2.	Bed Side Table	18	
3.	Round Table	06	
4.	Low height wooden chairs	16	
Schedule-II			
5.	Sofa two seater	12	24240
6(a)	Three seater sofa type(i)	10	
(b)	Three seater sofa type(ii)	02	
(c)	Single seater sofa type(ii)	04	
(d)	Single seater sofa type(i)	20	
7.	Center table living room	12	
8.	Center table Bed room	12	
9.	TV Cabinet	21	
10.	Dining Table	10	
11.	Dining chairs	40	
Schedule-III			
12.	Study Table	22	10920
13.	Steel Almirah	27	
14.	Study Chair without Arms	38	

2. Tender No.: HLL/PCD/NIB-11/12-13

Sl No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	26.12.2012 to 27.01.2013, during 1000 Hrs. to 1600 Hrs. (IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307
iii.	Cost of the Tender Enquiry Document	Rs. 2000
iv.	Pre Tender Meeting Date & Time	04.01.2013, 1200 Hrs. (IST)
v.	Pre Tender Meeting Venue	Same as given in 2 (ii)
vi.	Closing date & time for receipt of Tender	28.01.2013, 1400 Hrs. (IST)
vii.	Time and date of opening of Techno – Commercial tenders	28.01.2013, 1430 Hrs. (IST)
viii.	Venue of Opening of Techno Commercial Tender	Same as given in 2 (ii)

- Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs.2000.00 per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Limited**" payable at Delhi/ New Delhi.
- If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 100.00 for domestic post. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
- Tenderer may also download the tender enquiry documents (a complete set of document is available on website) from the web site www.lifecarehll.com or www.nib.gov.in or www.eprocure.gov.in and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
- All prospective tenderers may attend the Pre Tender meeting. The venue, date and time are indicated at Para 2 above.
- Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector -62, Noida -201307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above,

failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.

8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. The Tender Enquiry Documents are not transferable.
10. All Tenders must be accompanied by EMD as mentioned against each **schedule**. Tenders without EMD shall be rejected. However, Govt. instructions as on date on SSIs /PSUs will be applicable.
11. The purchaser reserves the right to accept or reject any tender either in full or part without showing any reason.

For and on behalf of **National Institute of Biologicals, Noida**
Head (P & CD)
HLL Lifecare Limited
B-14 A, Sector -62, Noida -201307,
Uttar Pradesh

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, scientific/laboratory equipments, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means the Hospital/Dispensaries/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

1.3 Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals

- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxvii) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxviii) “NIB” means National Institute of Biologicals, Noida.
- (xxix) “The Director” means The Director, NIB, Noida.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required quantity, delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Deleted

4. Language of Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by a notarised English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by notarised English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

Section II	– General Instructions to Tenderers (GIT)
Section III	– Special Instructions to Tenderers (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Quality Control Requirements
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI	– Price Schedules
Section XII	– Questionnaire
Section XIII	– Bank Guarantee Form for EMD
Section XIV	– Manufacturer’s Authorisation Form
Section XV	– Bank Guarantee Form for Performance Security/CMC/AMC Security
Section XVI	– Contract Form.
Section XVII	– Proforma of Consignee Receipt Certificate
Section XVIII	– Proforma of Final Acceptance Certificate by the consignee
Section XIX	– Deleted
Section XX	– Check List for the Tenderers

Section XXI – Consignee List

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

9. Amendments to TE Documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE Documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in website as well as in writing by registered/speed post/courier or by fax/email, followed by copy of the same by registered post/courier to all prospective tenderers, who have received the TE documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE Documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the purchaser receives the same on or before the scheduled date of pre-bid meeting.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The **Two Tender System**, i.e. “Techno-Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

A) Techno-Commercial Tender (Unpriced Tender)

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer’s Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users’ satisfaction certificate.
- viii) Price Schedule as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XIX.

B) Price Tender:

The information given at clause no. 11.1 A) ii) &viii) above should be reproduced with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered and indexed.
 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
Individuals signing the tender or other documents connected with a contract must specify whether he signs as:
- 33.1.1 A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
 - 33.1.2 A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
 - 33.1.3 Constituted attorney of the firm if it is a company.
- N.B.** (1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
- (2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- (3) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 Deleted

13 Tender Prices

- 13.1 The Tenderer shall give Schedule wise price. The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.
- 13.2 If there is more than one Schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one Schedule or more Schedules and, also, to offer unconditional special discount for combined items/quantities. However, while quoting for the Schedule, the

tenderer shall quote for the complete requirement/quantity of goods and services as specified for that particular item specified in the List of Requirement.

- 13.3 The quoted prices for goods offered are to be indicated in the Price Schedules attached under Section XI.

The price quoted by the tenderer for goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

- 13.4.1 **The prices in the corresponding price schedule shall be entered separately in the following manner:**

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) Deleted
- f) Deleted.

- 13.4.2 Deleted.

- 13.5 Additional information and instruction on Duties and Taxes:

- 13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

- 13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all relief, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 Deleted.

13.6 Deleted.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Deleted

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

- a. **HLL Lifecare Ltd. is only a procurement consultant/agent and the supplies/equipments/goods against this contract are meant for supply to National Institute of Biologicals (Ministry of Health & Family Welfare, Govt. of India), Noida. The ownership of the supplies/equipments/goods belongs to National Institute of Biologicals, Noida.**

14. Deleted

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 Deleted
- 16.4 Deleted

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
 - a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) Deleted
 - d) Deleted.

18. Documents establishing Good's Conformity to TE document.

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(B) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below. The earnest money deposit lying with HLL Lifecare Ltd. in respect of other tenders awaiting approval or rejection will not be adjusted towards earnest money for fresh tender.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be). In case NSIC quote on behalf of

some SSI units, such offers will be considered as offers from SSI units registered with DGS&D/NSIC.

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

- i. Account Payee Demand Draft
- ii. Banker's cheque and
- iii. Bank Guarantee

19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days **from** Techno-Commercial Tender opening date.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

a. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

b. Deleted.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of opening of techno-commercial tenders prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as in Original tenders.

- 21.3 The original and duplicate copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The tenderer is to seal the original and copy of the tender in separate envelopes, duly marking the same as “Original”, “Duplicate” and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope along with envelope containing EMD, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 11 of GIT. Tenderer shall seal **‘Techno - Commercial Tender (along with envelope containing EMD)’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector -62, Noida -201307, Uttar Pradesh**. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector -62, Noida -201307, Uttar Pradesh**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 1.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 25.3 **Two-Tender system as mentioned in para 21.6 above will be as follows.** The **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno-Commercially acceptable offers shall be opened at a latter date, which will be notified to such tenderers. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning **Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation.** The

Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

27.4 **The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;**

- (i) Tender form (signed and stamped) as per Section X not enclosed.
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
- (ix) Deleted
- (x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements

28. Minor Informality/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28.2 The purchaser may seek clarifications of historical nature from the tenderers, which has no bearings on prices.

29 Discrepancies in Prices

29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

31. Qualification Criteria

31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

32. Deleted.

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules & offer discount for combined schedules. Such discounts wherever, applicable will be taken into account to determine the lowest evaluated cost for the purchase in deciding the successful tender for each Schedule to tender(s) being responsive.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section-III (Special Instructions to Tenderers) and Section-VI (List of Requirements), the comparison of the responsive tenders shall be carried out based on the terms of delivery as asked for in bid document.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) Deleted.

35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

36. Tenderer's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

38. Purchaser's Right to accept any tender and to reject any or all tenders

- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

39. Award Criteria

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

40. Variation of Quantities at the Time of Award/ Currency of Contract

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased or decreased at the time of the awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.

42.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

46. Corrupt or Fraudulent Practices

46.1 It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within Twenty one (21) days from date of the issue of notification of award, the supplier shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, **valid up to thirty (30) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.**
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Consignee.
 - In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 **Deleted.**

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in ‘Technical Specification’ and ‘Quality Control Requirements’ under Sections VII and VIII of this document.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and in SCC. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee’s name and full address and
- f. supplier’s name and address

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract.

- 8.2 Before resorting to Bulk Manufacturing, the supplier shall offer/send the prototype/actual finished sample to consignee store for approval. The inspected prototype / sample (s) shall be kept in consignee store which are to be part of supply. After receipt of bulk lot of goods at consignee store the final inspection shall be carried out for quality & dimensions as per the approved prototype/ sample (s) kept with consignee.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement.

10. Transportation of Goods

- 10.1 Deleted

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from “warehouse to warehouse” (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier **making the consignee as beneficiary** and should be valid till 3 months after the receipt of goods by the Consignee.

ii) Deleted..

12. Deleted

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

Supplying Assembly drawings/pamphlets for assembly/upkeep of furniture if applicable.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- 1) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- 2) Two copies of packing list identifying contents of each package;
- 3) Inspection certificate issued by the nominated Inspection agency, if any.
- 4) Certificate of origin;
- 5) Insurance Certificate as per GCC Clause 11.
- 6) Manufacturers/Supplier’s warranty certificate & In-house inspection certificate.

15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 **The on-site replacement warranty shall remain valid for a period of 1 one(year) from the date of recording of acceptance of goods at site.**

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 In the event of replacement of defective goods during the warranty period, the warranty for the replaced goods shall be extended for a further period as mentioned under Clause 15.2 to the date such goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 10 days the purchaser may proceed to take such remedial action(s) as deemed fit at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 Deleted
- 15.9 Deleted

16. Assignment

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Deleted

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
 - a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser/consignee.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

a) On delivery:

80 % payment of the contract price shall be made on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any;
- (v) Manufacturer's/Supplier's warranty certificate
- (vi) Insurance Certificate as per GCC Clause 11;
- (vii) Certificate of origin (only in case of goods of foreign origin located in India).

b) On Acceptance:

Balance 20 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

- 21.2 The supplier shall not claim any interest on payments under the contract.

- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

- 21.4 Deleted

- 21.5 The payment shall be made in the currency / currencies authorised in the contract.

- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.

- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment."

22. Delivery:

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

23. Passing of Property:

23.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

23.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

23.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

24. Liquidated damages

24.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

25. Termination for default

25.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

25.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

25.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

26. Termination for insolvency

26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

27. Force Majeure

27.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

27.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

27.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

27.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

28. Termination for convenience

28.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

28.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

29. Governing language

- 29.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

30. Notices

- 30.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 30.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

31. Resolution of disputes

- 31.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 31.2 If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitrator appointed by the CMD of HLL. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)
- 31.3 Venue of Arbitration: The venue of arbitration shall be Delhi/New Delhi (India).

32. Applicable Law

The contract shall be governed by Sales of Goods Act and Indian Contract Act. It shall be interpreted in accordance with the laws of India for the time being in force.

33. Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising out of the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

34. General/ Miscellaneous Clauses

- 34.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

- 34.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 34.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 34.4 Each member/constituent of the Supplier, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/ under the Contract.
- 34.5 The Supplier shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 34.6 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 34.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

SECTION - VI

LIST OF REQUIREMENTS

Part I:

Item No.	Name of the Item	Qty (nos.)	EMD (Rs.)
Schedule-I			
1.	Wooden Bed	17	5320
2.	Bed Side Table	18	
3.	Round Table	06	
4.	Low height wooden chairs	16	
Schedule-II			
5.	Sofa two seater	12	24240
6(a)	Three seater sofa type(i)	10	
(b)	Three seater sofa type(ii)	02	
(c)	Single seater sofa type(ii)	04	
(d)	Single seater sofa type(i)	20	
7.	Center table living room	12	
8.	Center table Bed room	12	
9.	TV Cabinet	21	
10.	Dining Table	10	
11.	Dining chairs	40	
Schedule-III			
12.	Study Table	22	10920
13.	Steel Almirah	27	
14.	Study Chair without Arms	38	

Part II: Required Delivery Schedule:

- i) The finished advance sample shall be given within Fifteen days from the Date of Notification of Award before resorting to bulk manufacturing/supplies.
- ii) The quantity mentioned in list of requirements must be supplied within 45 days from the date of approval of advance sample.

Part III: Scope of Incidental Services:

As specified in GCC Clause. 13

Part IV: Deleted

Part V: Deleted

Part VI:

Required Terms of Delivery: Free at Consignee's Site

Destination/Consignee details are given in Section XX

Section – VII

Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.
- Note 2:** All metal Structure would be treated by seven tanks process for Powder Coating Paint i.e. Digressing (1st Tank), Water Rinsing(2nd Tank), Dirusting By Acid (3rd Tank), Water rinsing (4th Tank), Phosphating (5th Tank), Water Rinsing (6th Tank), Passivation (7th Tank) respectively with non electrolytic deep process to produce a protective oxide coating for smooth surface with matt finish anticorrosive automated powder Coating Paint of thickness 40-60 microns and over baked for high resistance to scratch, Chemical, thermal ad mechanical stress. Open ends of the steel pipes would be covered by Nylon caps and buffers
- Note 3:** The furniture have been divided in three Schedules as per details given in **List of Requirements** and will be procured in **Schedulewise** and it will also be ensured that the tenderers have to quote all the listed items in Schedule/s to maintain the similarity and for evaluation purpose.
- Note 4:** The furniture items like-Wooden Bed, Round Table, Low Height Wooden Chairs, Study Table & Study Chairs without Arms are to be offered as per the specification (s) in the tender document as well as per the sample which are already available in the NIB guest house which can be inspected by prospective tenderors from the date of sale of tender till the Pre-bid meeting.
- Note 5:** Wherever plywood are required BWR termite proof ISO 9000:14001 grade ISI marked hot pressed commercial ply of the desired thickness should be used.
- Note 6:** Wherever springs are required the suppliers should supply the furniture with Heavy Duty springs of desired thickness.
- Note 7: Warranty:**
One Year on-site replacement Warranty as per Conditions of Contract of the TE document for complete Stores from the date of recording of acceptance of stores at site.
- Note 8: After Sales Service:**
After sales service should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly. The service should be provided directly by the supplier or his authorised agent whose details shall be provided to the purchaser/consignee within one month from the date of award of contract.
- Note 9: Watch and Ward**
The supplier shall responsible for watch and ward of all the works, goods and various materials till complete handing over the works.

Specification of Furniture

FOR HOSTEL & GUEST HOUSE AT NATIONAL INSTITUTE OF BIOLOGICALS-NOIDA

<i>Item Sl.No</i>	<i>Description of item</i>	<i>Unit</i>	<i>Quantity</i>
	Schedule-I		
1.	Wooden Bed:		
	<div style="text-align: center;"><p style="text-align: center;">WOODEN BED</p></div> <p>Providing Single Bed of basic Size 75"(L) x36"(w) x14"(height under the bed) with head panel of height 30" and leg side panel of 18"height. Main frame of head panel made of 1st class CP teak wood of section 4"(including 1/2" beading) x 1 1/4"(thick,) with central panel made in 8mm thick anti termite and water proof Plywood (Duro/ Uniply make) pasted with 1mm laminate (merino/ formica/ greenply make) as approved. Leg side panel made in first class teak wood section of 4"(including 1/2" beading x 1 1/4"(thick.) with interconnecting member of 2" x 1 1/4"(thick.) in first class teak wood. Internal panel to be of 8mm ply (duro make) pasted with 1 mm thick. laminate (merino/ formica/ greenply make) as approved using standard adhesive and any other necessary fixing arrangement .The main side supporting members to be made in first class teak wood of section 3 3/4" x 1 1/4" with a inset of 15mm for inserting 12 mm ply over it forming the base of bed for mattress. Side members to be interconnected with 4 nos Hollock/Mirandi wood battens of section 2" x 1 1/4" placed at equal distance along the length of bed.</p>	No	17

	<p>Bed Top shall be made up of 12 mm thick commercial alternate core ply (anti termite and water proof) of Duro/ Uniply make, fixed into the inset of side battens and on to the equally placed Hollock/Mirandi wood members, fixed using suitable screws etc. all complete. All the exposed teak wood parts as well as any other part of wood/ board/ ply, shall be melamine polished (matte) to a shade as approved by NIB. All the joints between teak wood members shall be dove tail joints reinforced with bamboo nails, and polished and finished after due process of filing and filling with approved fillers to get a neat and smooth finish. All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defefcts.The design and overall dimensions shall be similar to the sample bed in Room No. G-021 in NIB Guest House. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 Year</p>		
2.	Bed Side Table:		
	 <p>Providing Bed side Table of outer dimensions18"x18"x18" made of 19mm commercial board (Duro/Uniply make), having one drawer and one shutter cabin beneath. All outer surfaces to be finished in 1 mm laminate (greenply, formica, merino) as approved by NIB. Back side of table to be fixed with 8mm ply (Duro/ Uniply) finished with 0.8mm laminate as approved. The drawer shall be supported on telescopic channels</p>	No.	18

	<p>(Hettich/Hafele make) and shall have universal drawer (75mm,6 lever) lock. All the internal surfaces to be finished inch 0.8mm white/ ivory color laminate (merino, greenply, formica). The exposed/ unexposed surface if any shall be finished in matte melamine polish. The table to have adjustable nylon shoes. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>		
3.	<p>Round Table:</p>		
	<div data-bbox="532 659 1149 1182" data-label="Image"> </div> <p>Providing Round Table having a top of 2' -0" dia made of 19mm commercial board (Duro/Uniply make) finished in 1 mm laminate (Greenply, Merino, Formica) as approved, with CP teak wood lipping on edges. The table shall be of height 1'6". The base frame shall be made of 1st class CP teak wood in a style as per the sample in NIB Guest House Room No. G – 002. The wooded parts shall be matte melamine polished. Nylon shoes etc. shall be provided for levelling all complete/.The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/ replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>	No.	06

4.	Low Height Wooden Chair:		
	<div data-bbox="656 163 1029 762" data-label="Image"> </div> <div data-bbox="699 762 922 789" data-label="Caption"> <p>WOODEN CHAIR</p> </div> <div data-bbox="656 806 1029 1367" data-label="Image"> </div> <div data-bbox="748 1367 971 1394" data-label="Caption"> <p>WOODEN CHAIR</p> </div> <p data-bbox="386 1423 1300 1921"> Providing Low height wooden chair made with 1st class CP teak wood. Chair size 22”X18”X27” (ht.), Seat size 18”X18” and tapered back 19”X15” size. Front base legs made in teak wood shall be of 46x46 mm with a 4x6mm groove in center on all sides .Rear two legs shall be made in teak wood of section 46x46 mm with a groove in center of 4x6mm and of length 551mm supporting the tapered back. The seat base to be made up of teak wood outer centre frame of size 45x20 mm edges rounded interconnected with each other using dove tail joints and strengthened with bamboo stick nails. The resulting frame to have 9 members in teak wood of section 22x12(height)mm placed at equal distance, and a base member of </p>	No.	16

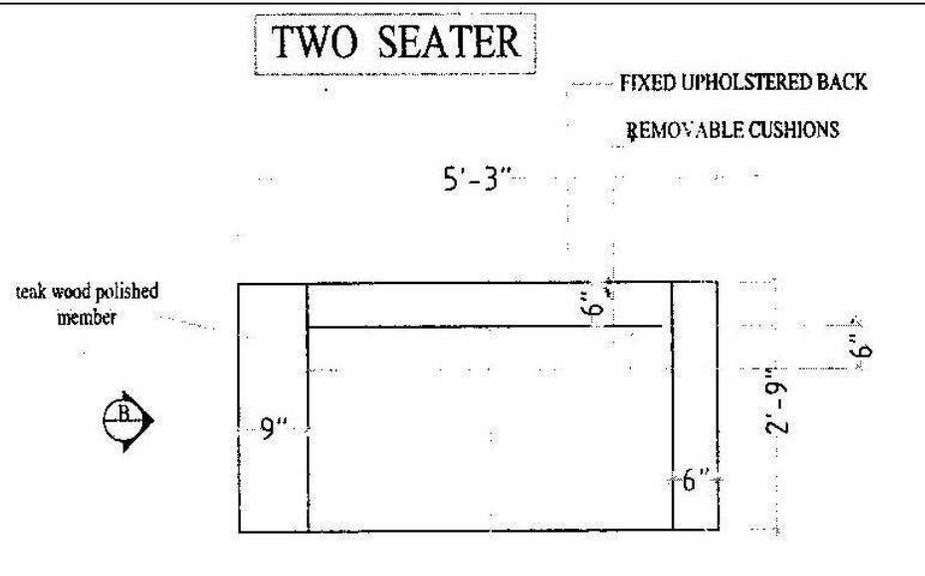
25x50mm at the center of these 9 members for support. The total base to be in turn supported on a member in teak wood of size 22x72 mm to which the legs are connected. An interconnecting member of 22x22 mm in teak wood midway between three legs shall be provided between front and rear legs on both sides.

Rear Two legs to be connected with 33x33mm member at 410mm height. Back rest to be made up of teak wood outer frame of size 45x20 mm edges rounded interconnected with each other using dove tail joints and strengthened with bamboo stick inserts. The resulting frame to have 9 members in teak wood of square section 22x12(height) mm placed at equal distance for the tapered back a support at both sides using 33x22x140mm long piece of teak wood section joined into a T to support the tilted back and the rear legs shall be provided. All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defects. The chair shall be in same style as existing in NIB Guest House, with same finish (or as approved) melamine polish and nylon shoes etc. all complete. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.

Warranty:1 year

Schedule-II

5. Sofa Two Seater:



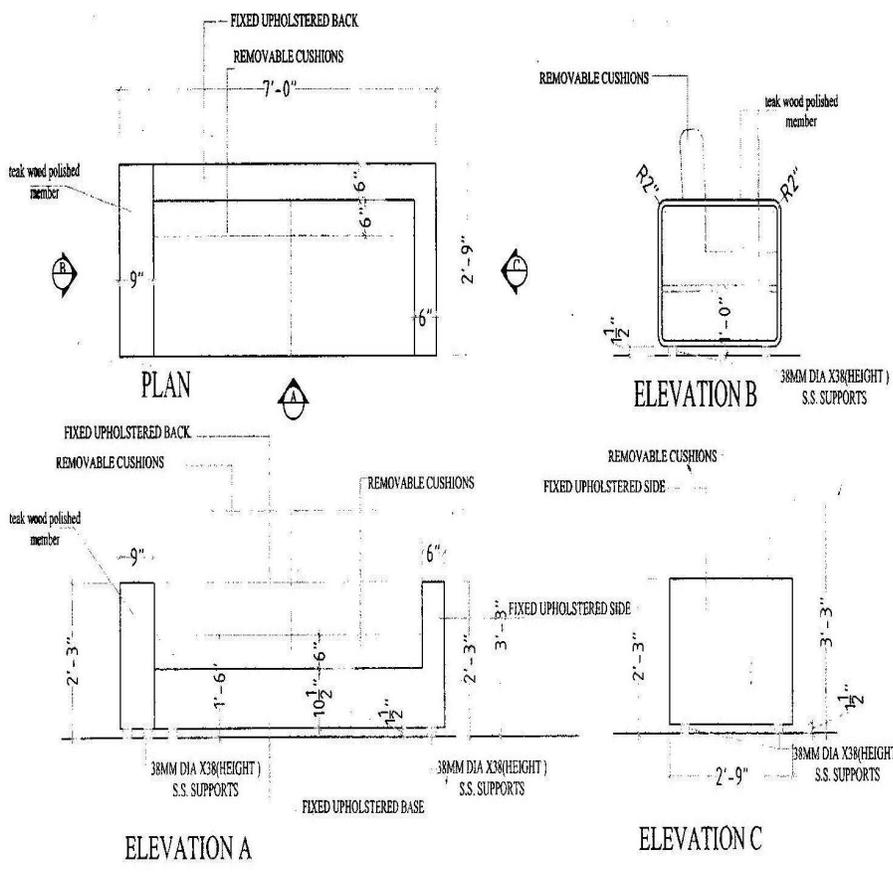
No. 12



SOFA (IMAGE)

Providing Two Seater Sofa (Type-i) of minimum size (5'-3"(L) x 2'-9"(Depth) x 1'-6" (seat height.)x2'3"(fixed back rest) (3'-3" with removable cushions (back rest) with basic framework made in first class Hollock/Mirandi wood (kiln seasoned and chemically treated,), the base for sofa cushions to be made a layer of steel Springs uniformly distributed across the length and breadth of sofa framework supported on frame of hillock wood and base of ply and jute layer , gaps to be filled with coir of foam fillers and top layer to be made of a class jute sheet encompassing min. 50mm foam (Sleepwell/Kurlon make).This layer in turn shall be finished with A- class Molfino fabric (Ddecor or equivalent make)(color and texture as approved by NIB) with sewn seams to be multi top stitched. The seat shall have 150mm thk.(minimum) removable cushions placed on the finished seta, which shall be duly upholstered with A-class molfino fabric (Ddecor or equivalent make)(color and texture as approved by NIB),Nib, fixed with a zipper on lower side (for ease in maintaince cleaning).The foam used shall be Flexi polyurethane foam of Sleep Well/Kurlon make with a destiny of not less than 40kg/cucm.

One side hand rest to be made in teak wood as shown in the image (min. thickness to be 25 mm. (kiln seasoned and free from knots and any other defects), finished in matte melamine polish color etc. as decided by the NIB. The other side hand rest shall be upholstered as per image provided with A- class Molfino fabric (Ddecor or equivalent make)(color

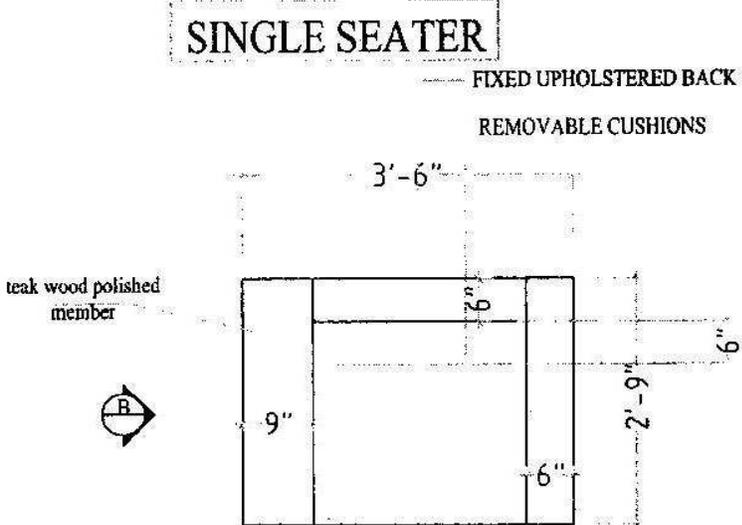
	<p>and texture as approved by NIB). The sofa legs to be made up of Stainless Steel square sections (min. ht. 25mm with nylon shoes etc. all complete. The sofa to be as per the image-1 and the size shall be as per drawing provided .All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defects.The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>		
<p>6.</p>	<p>Sofa Three Seater:</p>		
<p>a-</p>	 <p>The drawing consists of four views of a three-seater sofa:</p> <ul style="list-style-type: none"> PLAN: Shows the top-down view with overall dimensions of 7'-0" in width and 2'-9" in depth. It features a teak wood polished member on the left side, a fixed upholstered back, and removable cushions. Section lines A-A and B-B are indicated. ELEVATION A: Shows the front view with a fixed upholstered base and two 38mm dia x 38 (height) s.s. supports. Dimensions include a seat height of 1'-6", a base height of 2'-3", and a total depth of 10 1/2". ELEVATION B: Shows the side view with a teak wood polished member on top, removable cushions, and a fixed upholstered side. It features two R2" radii and a 1'-0" width. ELEVATION C: Shows the rear view with a fixed upholstered side, removable cushions, and a 38mm dia x 38 (height) s.s. support. Dimensions include a seat height of 3'-3" and a total depth of 2'-9". 	<p>No.</p>	<p>10</p>

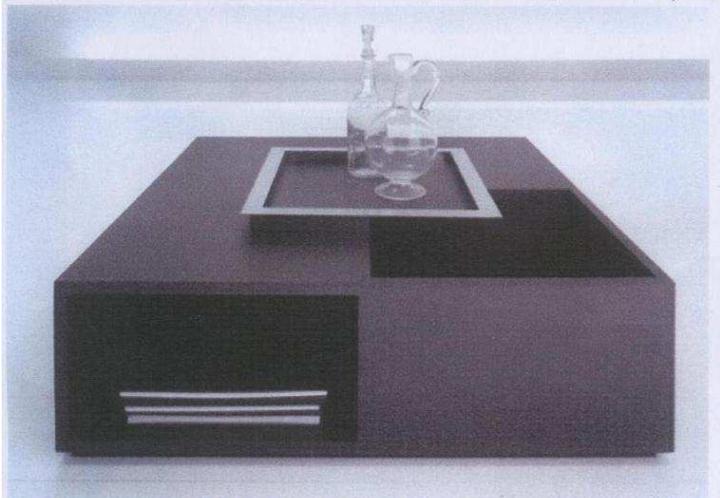


Providing Three Seater Sofa (type-i) of minimum size (7'-0"x2'-9"x1'-6" (ht.)x2'3"(fixed back rest) (3'-3" with removable cushions) with specifications same as item no. 5 and image and drawing provided.
Warranty:1 year

b- Providing three seater sofa (Type-ii) of minimum size (6'-6" x 2'-6" x 1'-6" (ht.)x2'3" (back rest) in common room with basic framework made in first class Hollock/Mirandi wood (kiln seasoned and chemically treated.), the base for sofa cushions to be made a layer of steel Springs uniformly distributed across the length and breadth of sofa framework supported on frame of Hollock/Mirandi wood and base of ply and jute layer , gaps to be filled with coir of foam fillers and top layer to be made of a class jute sheet encompassing min. 50mm foam (Sleepwell /Kurlon make).This layer in turn shall be finished with A- class Molfino fabric (Ddecor or equivalent make)(color and texture as approved by NIB) with sewn seams to be multi top stitched. The seat shall have 200mm thk.(minimum) removable cushions placed on the finished seat, which shall made of polyurethane foam 200mm thick of Sleepwell/Kurlon make, to be duly upholstered with A- class Molfino fabric (Ddecor or equivalent make)(color and texture as approved by NIB) (including base fabric layer in off white fabric as per approval duly sewn and stitched), fixed with a zipper on lower side (for ease in maintaince cleaning).The front legs of the sofa to be made up of S.S. sheet 8mm thick of height 100mm and width of 150mm, bended

No. 02

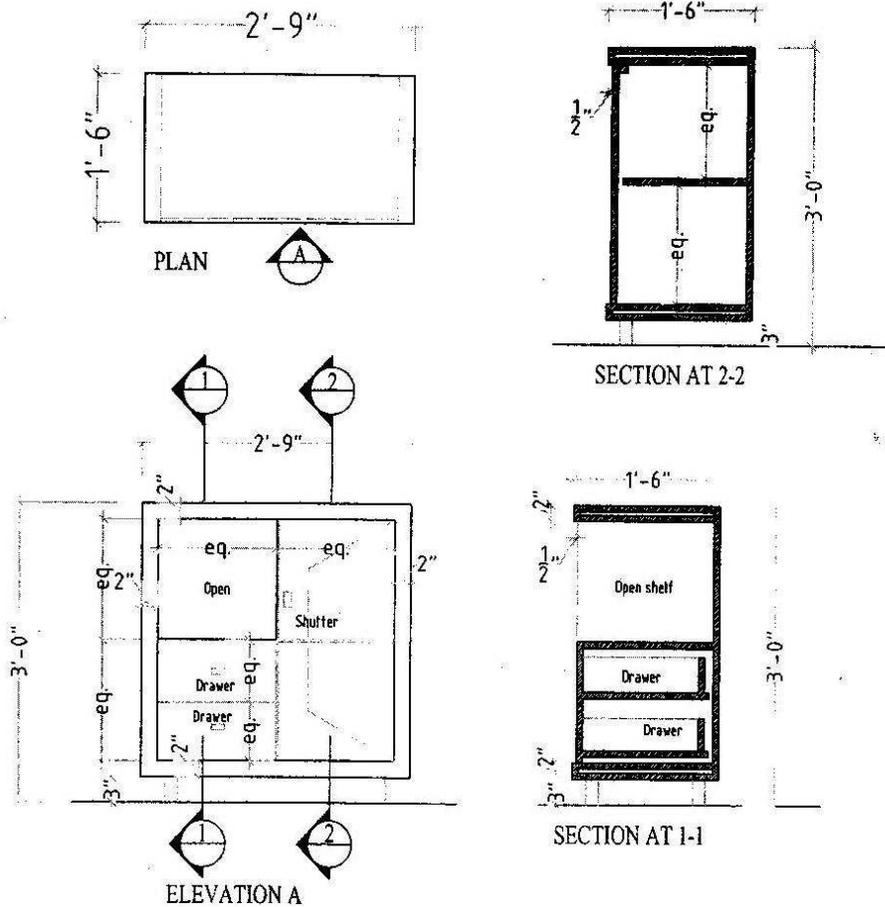
	<p>into a C with upper and lower bend to be of 25mm , and fixed onto the sofa wooden base using a 6 mm thick S.S. plate of 100 mm width and length across the width of sofa (ie. 30") which shall in turn be screwed onto the base of the wood of sofa using S.S. screws at minimum 8 places on either side. The rear legs to be of same height but of 38mm diameter S.S hollow pipe. Both the legs to have nylon shoes fixed on base for leveling. The back of the sofa shall be made up of frame work of Hollock/Mirandi wood with covering of Flexi Polyurethane foam(Sleepwell/ Kurlon make) so as to form a thickness of not more than 8" duly covered with foam on all sides of back rest and side hand rest and finished with A- class Molfino fabric (Ddecor or equivalent make)(color and texture as approved by NIB. The sofa shall be as per image -2 and drawing provided and shall have 25 mm diameter S.S. pipes for support in back rest as per image. All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defects. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>		
c-	<p>Providing Single Seater Sofa(Type-ii) for common room of size 3'-0"(L)x2'-6"(W) x 2'-3" (ht) bearing same specifications as item no. 6 (b)</p> <p>Warranty:1year</p>	No.	04
d-	<div style="text-align: center;"> <p>SINGLE SEATER</p> <p>FIXED UPHOLSTERED BACK</p> <p>REMOVABLE CUSHIONS</p>  <p>teak wood polished member</p> <p>9"</p> <p>6"</p> <p>3'-6"</p> <p>2'-9"</p> </div> <p>Providing Single Seater Sofa (Type-i)for living room of size 3'-6"(L)x2'-9"(W) x 2'-3"(fixed back rest) (3'-3" with removable</p>	No.	20

	cushions) , having same specifications as item no. 5 Warranty:1 year		
7.	Centre Table Living Room:		
	 <p style="text-align: center;">CENTRE TABLE (IMAGE)</p> <p>Providing Center Table for Living Room & Common Room of minimum size 3'-6"X3'-6" X1'6" base in 19mm ply board (Duro/Uniply make) finished in veneer (Duro/Uniply make) of approved color, make and texture (polished in matte melamine finish. The table to be made as per the image provided. . The base shall have nylon shoes. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>	No.	12
8.	Centre Table Bed Room:		
	 <p style="text-align: center;">CENTRE TABLE (IMAGE)</p>	No.	12

Providing Center Table for Bed Room of minimum size 3'X2' X1'-6" base in 19mm ply board (duro make) finished in veneer (Duro/Uniply make) of approved color, make and texture (polished in matte melamine finish). The table to be made as per the image provided. . The base shall have nylon shoes. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.

Warranty:1 year

9. TV Cabinet:



Providing TV Cabinet minimum size 2'-9"x3'-0"(ht.) x1'-9" depth made up of 19mm thick. commercial board (Duro/Uniply make) finished in 4mm veneer (Duro, Merino, National) of approved shade and texture on all sides (inside as well as outside) melamine matte polished to approved shade. The Cabinet shall have 2 drawers and one shuttered portion with locks etc. all complete as per the details drawing provided. The base of the TV unit shall

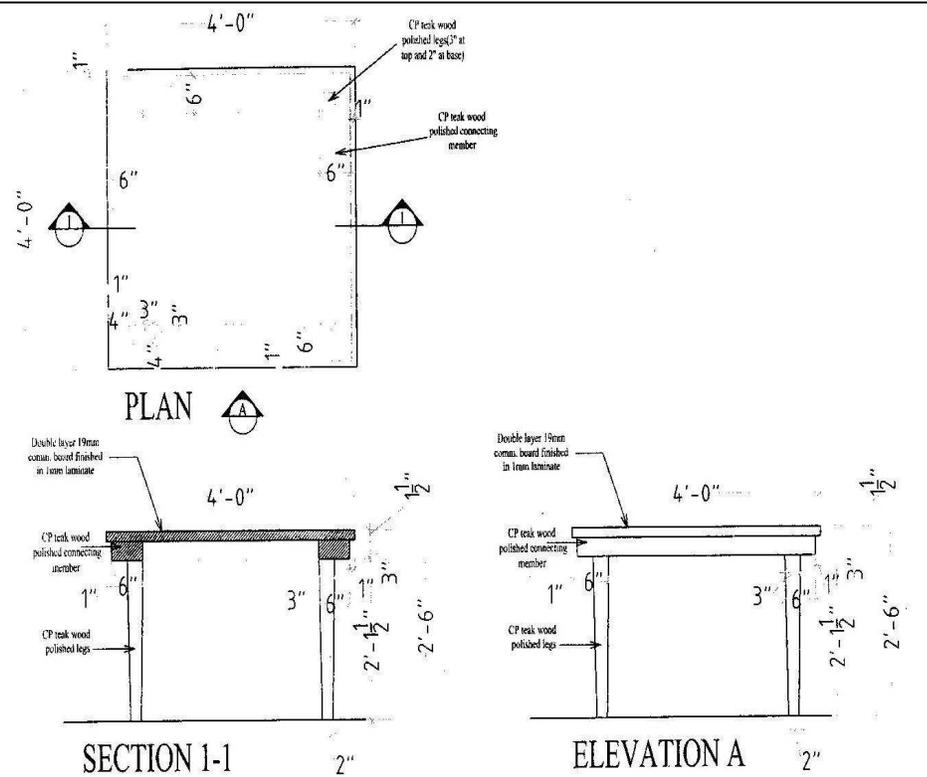
No.

21

have S.S. hollow pipes 38mm diameter (2mm thk.) of height 3” with base of nylon shoes .The drawers and cabinet shutters shall have telescopic channels and hinges of Hettich /Hafele make. The handles shall be of brushed S.S. finish (shall be as / approval by NIB)The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost

Warranty:1 year

10. Dining Table:



No.

10



Q

DINING TABLE (IMAGE)

Providing Dining Table of minimum size 4'X4'x2'-6"(height)(to be as per the drawing provided) having CP teak wooden support legs of section 3"x3" at top and tapering down to 2"x2" at bottom and a frame of CP teak wood at top to interconnect and support legs, which shall be of section 6"x3" solid. The top of table to be made of double layer 19mm commercial board (Duro/Uniply make) with 1mm laminate (merino, greenply, formica) as approved finish and teak wood polished lipping at the edges or CP teak wood molding on all edges. All the teak wood members shall be matte melamine polished and nylon base shoes for levelling shall be provided all complete. All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defects. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.

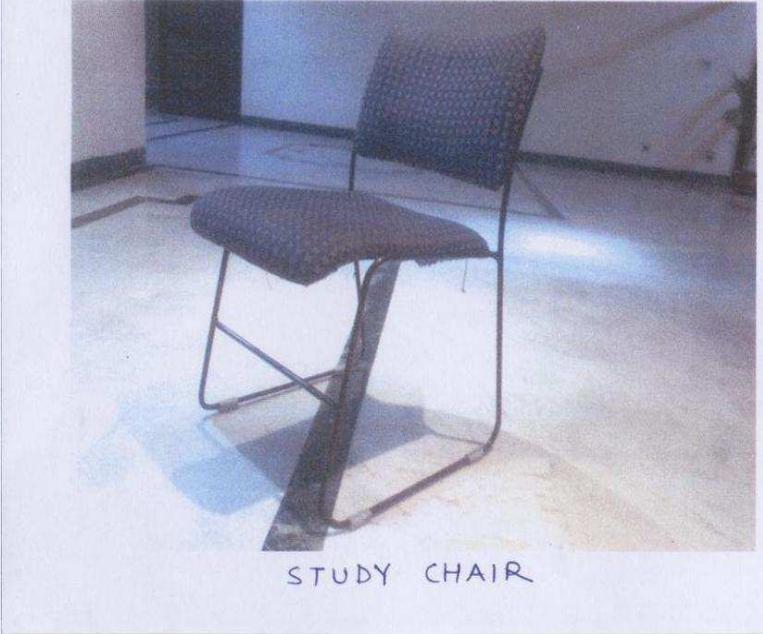
Warranty:1 year

11. Dining Chair:

	<p>The drawing includes three views of a dining chair: <ul style="list-style-type: none"> TOP PLAN: Shows a rectangular seat top measuring 1'-10" in width and 1'-6" in depth. The seat is upholstered with fabric. Section lines A-A and B-B are indicated. ELEVATION A: Shows the side profile of the chair. The seat height is 1'-8 1/2". The backrest height is 3'-6". The seat is upholstered with fabric. The backrest is made of teak wood (polished). The legs are also made of teak wood (polished). ELEVATION B: Shows the front view of the chair. The seat top is 1'-6" wide. The seat is upholstered with fabric. The backrest is 5" high and 4" wide. The legs are 1'-6" high and 1/2" wide. </p>	No.	40
	<p>Providing Dining Chair of minimum size 1'-6" x1'-10"(seat top) and back of min. height 3'-6"(chair to be as per image / drawing provided) made of 1st class CP teak wood matte melamine polished .The seat shall have a</p>		

	<p>cushioned base made of min. 4" thick mattress foam (Sleepwell /Kurlon make) and upholstered with A class molfino Fabric (Ddecor or equivalent make) (texture and color as decided by NIB). The chair shall have nylon shoes etc, all complete. All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defects. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>		
Schedule-III			
12.	Study Table:		
	<div style="text-align: center;">  <p>STUDY TABLE</p> </div> <p>Providing study table of size 36"(L) x 24"(W) x 30"(height) (Steel Case/ Godrej/ Delite/ Methodax Make).The basic supporting structure of table to be made of steel tubular section, powder coated to the approved shade , ends covered with nylon caps of matching shade, and back and side panels to be made of machine pressed steel sheets, with drawer having locks as approved. Cabinets etc. made in machine pressed steel sheet, epoxy powder coated, color and shade to be as approved by the Institute. Table Top (intermediate shelf if any) to be made with 19mm thick. Commercial board -laminated on both sides (color and shade as approved), with PVC edge lipping profile. The table to have nylon adjustable shoes. Shape and style to be as per the sample kept in Guest House Room No. G-021.The finished product shall be delivered to the Institute Guest House duly covered with</p>	No.	22 (18+4)

	<p>bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>		
<p>13.</p>	<p>Steel Almirah:</p>		
	<div data-bbox="625 401 1062 1058" data-label="Image"> </div> <p>Providing Steel Almirah (Godrej, Delite, Steelcase, Methodax Make) of outer size 72"(height) x 36"(L) x20"(Depth) made of machine pressed steel sheet and powder coated in a shade as approved. The Almirah shall have 3 shelves and one rod for hanging clothes, plus three steel pegs on the back side of the shutter for hanging clothes. The Almirah shall have looking mirror of min. size 48"x12" on front shutter. The Almirah shall have locking system and other features similar to the sample placed in room no. G-021 in NIB Guest House. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any deformity or minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p>Warranty:1 year</p>	<p>No.</p>	<p>27</p>

14.	Study Chair without arms:		
	 <p data-bbox="386 827 1300 1325">Study Chair (without arms) made with M.S. solid round bar frame work and finished in powder coating . The seat shall have a 2”thick foam cushion on back rest and seat , duly upholstered with Molfino fabric (Ddecor or equivalent make) (texture and color as approved by NIB)fixed on 12 mm ply board base(Duro/Uniply make) complete as per sample of Study Chair in Room No. G - 021 in NIB Guest House. The finished product shall be delivered to the Institute Guest House duly covered with bubble sheet to avoid any breakage etc. However in case of any minor repair arising out of transportation etc. the same shall be repaired/replaced immediately by the supplier without any extra cost.</p> <p data-bbox="386 1346 607 1377">Warranty:1 year</p>	No.	38 (22+16)

Section – VIII

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. Email ID
 - d. telephone number
 - e. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

1. The Tenderer must be a Manufacturer .
2. The manufacturer should have an average annual turnover of Rs 1crore in the last three years (2009-10, 2010-11, 2011-12). The manufacturer should submit balance sheet and Profit & loss account duly attested by chartered accountant for the preceeding three financial years.
3. The tenderer should have satisfactorily completed in his own name at least one contract of similar nature i.e furniture items of minimum value of Rs.30 lakhs or two contracts of minimum value of Rs. 15 lakhs during the last 03 years prior to the submission of bid.
4. Solvency Certificate
The bidder shall submit solvency certificate equal to Rs. 30 lakh issued in the name of the bidder
5. The bidder should have earned a net profit atleast in two financial years out of the preceding three financial years.

Note:

Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last 3 years)

S. No.	Client's Name and Address	Description of the goods ordered	Agreement /Notification of Award No. and date	Contract Value (Rs in crores)	Date of Completion		Reasons for delay in completion if any	Ref. of document (with page no.) in support of meeting Qualification Criteria.
					As per NOA/ Agreement	Actual		

SEAL AND SIGNATURE OF THE BIDDER

Note:

1. In support of having completed above supplies attach notarized purchase orders/work order copies and notarized copies of the satisfactory completion certificate from the consignee(s). If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.
2. JV and Foreign Firms are not permitted.
3. The turnover and experience should be in the name of bidding company and not in the name of subsidiary/associate company/group company etc.

Section – X TENDER FORM

Date _____

To

Head (P & CD)

HLL Lifecare Limited, Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. rules/procedures.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

SECTION – XI PRICE SCHEDULE**A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
	Schedule-I										
1)	Wooden Bed (As per Technical Specification in SECTION VII)		17								
2)	Bed Side Table (As per Technical Specification in SECTION VII)		18								

HLL Lifecare Limited

1	2	3	4	5							6
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	
3)	Round Table (As per Technical Specification in SECTION VII)		06								
4)	Low height wooden chairs. (As per Technical Specification in SECTION VII)		16								
5)	Schedule-II Sofa two seater (As per Technical Specification in SECTION VII)		12								

HLL Lifecare Limited

1	2	3	4	5							6
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	
6(a)	Three seater sofa type(i) (As per Technical Specification in SECTION VII)		10								
(b)	Three seater sofa type(ii) (As per Technical Specification in SECTION VII)		02								
(c)	Single seater sofa type(ii) (As per Technical Specification in SECTION VII)		04								

HLL Lifecare Limited

1	2	3	4	5							6
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	
(d)	Single seater sofa type(i) (As per Technical Specification in SECTION VII)		20								
7)	Center table living room (As per Technical Specification in SECTION VII)		12								
8)	Center table Bed room (As per Technical Specification in SECTION VII)		12								

HLL Lifecare Limited

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
9)	TV Cabinet (As per Technical Specification in SECTION VII)		21								
10)	Dining Table (As per Technical Specification in SECTION VII)		10								
11)	Dining chairs (As per Technical Specification in SECTION VII)		40								

HLL Lifecare Limited

1	2	3	4	5							6
				Price per unit (Rs.)							
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
	Schedule-III										
12)	Study Table (As per Technical Specification in SECTION VII)		22								
13)	Steel Almirah (As per Technical Specification in SECTION VII)		27								

HLL Lifecare Limited

1	2	3	4	5							6	
Item Sl. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.)	
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f		
14)	Study Chair without Arms (As per Technical Specification in SECTION VII)		38									4 x 5(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

SECTION – XII
QUESTIONNAIRE

Fill up the Section XX – Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

SECTION – XIII
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To

Head (P & CD)

HLL Lifecare Limited, Procurement and Consultancy Division
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*) having factories at _____, hereby authorise Messrs _____ (*name and address*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed.

We also confirm that the price quoted shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Director
National Institute of Biologicals
A-32, Sector – 62 (Institutional Area)
Noida – 201 309

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 30 (thirty) months from the date of Notification of Award i.e up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XVI
CONTRACT FORM

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control:

-
- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
 - (v) Destination and despatch instructions
 - (vi) Consignee, including port consignee, if any
- 6 Warranty clause
 - 7 Payment terms
 - 8 Paying authority

**(Signature, name and address
of the Purchaser's/Consignee's authorised official)**
For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with
telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Authorized
Representative of Consignee with
date : _____
- 9) Seal of the Consignee : _____

SECTION – XVIII

Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of acceptance of Goods/Stores.

This is to certify that the Goods/Stores as detailed below has/have been received in good conditions along with all the standard and special accessories and in accordance with the contract/ specifications. The same has been accepted and taken in stock.

(a) Contract No _____ dated _____

(b) Description of the Goods/Stores: _____

(c) deleted

(d) Quantity: _____

(e) Receipt/ Goods Consignment Note no _____ dated _____

(f) **Name of the Transporters:** _____

(g) **Name of the Consignee:** _____

(h) **Date of acceptance:** _____ -----

(i) **Remarks if any:** _____

Signature

Name

Designation with Stamp/Seal

SECTION – XIX

Deleted

SECTION XX**CHECKLIST****Name of Tenderer:****Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement as per Proforma given in TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, in the Price Schedule as per Section XI?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	(a) Have you fully accepted delivery period as per TE document? (b) Have you accepted terms of delivery at consignee site?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.

- All pages of the Tender should be page numbered and indexed.**
- The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.**
- It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.**

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

Section – XXI

Consignee Addresses:

The Director
NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare, Govt. of India)
A-32, Sector – 62, (Institutional Area),
NOIDA-201 309 (U.P.)
Tele: 0120/2400022, 2400072, Fax: 0120/2403014

NB: The consignee will ensure timely issue of Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.