

NATIONAL HEALTH SYSTEMS RESOURCE CENTRE



REQUEST FOR QUOTATION

Ref: - NHSRC/Admin/14-15/vertical Extn/NHSRC/01/PF-6
Tender No. NHSRC/ADMN/2018-19/chair01

Date: -02-08-2018

INVITATION FOR QUOTATIONS FOR SUPPLY OF CHAIRS/FURNITURES

1. You are invited to submit your most competitive quotation for the following goods: -

Brief Description of the Goods	Specifications*	Quantity	Delivery Period	Place of Delivery
Chairs High Back	Refer Technical Specification at attachment I	Refer Technical Specification at attachment I	15 days	NHSRC NIHFW CAMPUS MUNIRKA

1. To assist you in the preparation and submission of your quotation, we are enclosing the Bid Document.
 2. You are requested to submit your offer latest by 1500 Hrs on 13/08/2018 in tender box available at NHSRC Office entry gate.
 3. Quotations will be opened in the presence of the Bidders or their authorized representatives who choose to attend at 1530 Hrs on 13.08.2018 at NHSRC office, NIHFW Campus, Baba Gangnath Marg, Munirka, New Delhi-110067.
2. We look forward to receiving your quotations and thank you for your interest in this Project.

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Dr.Uddipan Dutta
Principal Administrative Officer

Instructions to Bidders (ITB)

A. General

1. Eligible Goods and services.

Cost of submission of Quotations.

- 1.1 The Bidder shall bear all costs associated with the preparation and submission of the Quotation, and NHSRC hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

2. Content of the Bidding Document

- 2.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - a. Instruction to Bidders(ITB)
 - b. Technical Specifications. (Attachment –I)
 - c. Quotation Form (Attachment-II)
 - d. Price Schedules (Attachment-III)
 - e. Contract Form (Attachment-IV)
 - f. Conditions of Contract (Attachment-V)
 - g. Performance Security Form (Attachment-VI)
 - h. Performance Statement Form (Attachment-VII)
- 2.2 The Bidder is expected to examine all Instructions, forms, terms, and specifications in the bidding Documents. Failure to furnish all information required by the bidding documents or submission of quotation and not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its quotation.

C. Preparation of Quotations

3. Documents Constituting the Quotations;

The quotation prepared by the Bidder shall comprise the following;

- a) The completed Quotation Form (Attachment-II) and Price Schedule(Attachment-III)
- b) Documentary evidence established in accordance with ITB Clause7 that the bidder is eligible to quote and is qualified to perform the contract if its quotation is accepted.

4 Quotation Form

The Bidder shall complete the Quotation Form (Attachment-II) and the Price Schedule (Attachment-III) furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their quantity and price.

5. Bid Price

5.1 The Bidder shall indicate on the Price Schedule (Attachment-III), the unit price and total bid prices of the goods it proposes to supply under the Contract. However, Bidders shall quote for the complete requirement of goods and services specified under each item on a single responsibility basis, falling which such bids will not be taken into account for the evaluation and will not be considered for award.

5.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i. The prices of the goods, quoted delivered to the consignee item wise excluding GST.
- ii. GST shall be shown separately.
- iii. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. A quotation submitted with an adjustable prices will be treated as non-responsive
- iv. The Prices shall be quoted in Indian Rupees only.

6. Documents Establishing Bidder's Eligibility and Qualifications:

6.1 ELIGIBILITY CRITERIA

- (a) **The average annual turnover of the firm in last 5 years should be 50 Lakh.**
- (b) **The firm should have successfully completed one similar works each of value not less than Rs. 10 Lakh in last five years**
- (c) **Bidder is manufacturer/agent authorized by the manufacturer/Authorized dealer of Godrej or Durian or Harman Millar**
- (d) **The company should be SEFA/ ISO 5001/ ISO 9001/ ISO14001/ OHSAS 18001/ FSC/ BIFMA/ Green Guard Certificate.**

6.2 The Bidder shall furnish, as part of its quotation, following documents to establish the Bidder's eligibility to quote and its qualifications to perform the Contract if its quotation is accepted:

- a) Certificate of Work Experience. (Attachment-VII)
- b) Details of One similar works completed each of value not less than 40% of the estimated cost put to tender i.e. **Rs. 10 Lakhs.** in last five years from the date of issue of this tender.
- c) Reports on financial standing of the Bidder such as profit & Loss statements and auditors report for the last 3 years i.e 2014-15, 2015-16 & 2016- 17 in the format attached
- d) PAN with self-attested copy of PAN
- e) In case of Manufacturer
 - i) Details of Manufacturing unit
 - ii) Copy of Manufacturing license duly renewed up to date

- f) In case of agent, Manufacturer's authorization to submit quotation on his behalf.
- g) In case of authorized dealer, valid dealership certificate as on date of opening for the goods, for which quotation is being submitted
- h) Copy of Registration with GST.
- i) Declaration in respect of offering a warranty for a period of 2 Years.

6.3 **Similar work means "Providing/supplying branded Chairs/furniture"** in Central Govt. Deptt. /State Govt. Deptt. /Central Autonomous Body/Central Public Sector undertaking.

6.4 No Joint Venture is allowed

7. Documents Establishing Goods Conformity to Bidding Documents.

7.1 The Documentary evidence of conformity of the goods to the Bidding Documents may be in the form of literature, drawings and data etc.

8. Period of Validity of Bids

8.1 Bids shall remain valid for 60 days after the deadline for submission of quotations prescribed by the purchaser.

9. Format and Signing of Bids.

The Quotation shall be typed and shall be signed by the Bidder to the Bidder to the Contract. All pages of the bid, except for an amended printed literature, shall be initialed by the person signing the quotation. Any interlineations, erasures or overwriting shall be valid only if they are initialed

10. Pre bid meeting

10.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at NHSRC office, NIHFV Campus, Baba Gangnath Marg, Munirka, New Delhi-110067 on 07.08.2018 at 11:30 AM.

10.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

10.3 No queries will be entertained after pre bid meeting

10.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all bidders of the bidding documents. Any modification of the bidding documents listed in Sub-Clause which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

10.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Purchaser may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser shall extend as necessary the deadline for submission of bids, if necessary.

12. EMD

12.1 The Bidder shall furnish, as part of his Bid, a Bid security of Rs Twenty Thousand Only for this particular work. This EMD shall be in favor of **National Health Systems Resource Centre** payable at New Delhi and may be in one of the following forms:

- Certified Cheque/Demand Draft in favor of **National Health Systems Resource Centre** payable at New Delhi.

12.2 Any bid not accompanied by an acceptable EMD shall be rejected by the Purchaser as non-responsive.

12.3 The EMD of unsuccessful bidders after successful award of work to any successful vendor.

12.4 The EMD of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Guarantee.

12.5 The EMD may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

- (i) sign the Agreement; or
- (ii) furnish the required Performance Security.

12.6 Each bidder shall submit only one quotation. Bidder shall not contact other Bidders in matters relating to this Quotation.

13. Performance Guarantee:-

The contractor whose bid is accepted will be required to furnish performance guarantee of 7% (Seven Percent) of the awarded amount within the **7 days** after award of work. This guarantee shall be in the form of Banker's cheque/ Demand Draft/ Pay order/ Bank Guarantee/ FDR of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in the favor of National Health Systems Resource Centre. In case the contractor fails to deposit the said performance guarantee within **7 days** after award of work, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. In such situation NHSRC reserve the right to approach L2 of this tender to undertake the work at minimum rates quoted by L1. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The performance guarantee shall be kept till satisfactory handing over of site to NHSRC.**

D. Submission of Quotation

14. Sealing and Marking of Bids

14.1 The Bidders shall prepare & submit 1 original, 1 Technical Part and only 1 original of Price Part. **The Technical part shall contain (i) Bid Security (ii) all the documents required for establishing eligibility for qualification as per clause no. 7(iii) Detailed specifications of the Furniture as offered and ensure that no Price is included in the technical part. The Price part shall contain (i) Quotation Form & (ii) the Price as per the Format.** The Technical Part and the Finance part should be kept in separate envelopes and sealed. These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

14.2 The **inner and outer** envelopes shall

(a) be addressed to the Purchaser at the following address:

**Principal Administrative Officer
National Health Systems Resource Center ,
NIHFW Campus,
Baba Gangnath Marg,
Munirka, New Delhi-110067**

and

(b) bear the following identification:

- Bid for "SUPPLY OF CHAIRS/FURNITURES" for NHSRC office , NEW DELHI

14.3 In addition to the identification required in Sub-Clause 14.3, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 16.1

14.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

15. Deadline for Submission of the Bids

15.1 Bids must be received by the Purchaser at the address specified above no later than 1500 Hours on 13.08.2018. In the event of the specified date for the submission of bids declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

15.2 The Purchaser may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 12.9, in which case all rights and obligations of the Purchaser and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received by the Purchaser after the deadline prescribed in Clause 15.1 will be returned unopened to the bidder

E. Opening and Evaluation of Quotation

17 Opening of Quotations by the Purchaser

17.1 The Purchaser will open all quotations in the presence of Bidder's representatives who choose to attend at 1530 Hrs on 13.04.2018 in the following address:

NHSRC Office, MUNIRKA, NEW DELHI-110067

In the event of the specified date of Quotations opening date being declared a holiday for the Purchaser, the Quotations shall be opened at the appointed time and location on the next working day.

18 Clarification of Quotations

18.1 During Evaluation of Quotations, the Purchaser may, at its discretion, ask the Bidder for a clarification of its quotation. The request for clarification and the response shall be in writing and no change in prices or substance of the quote shall be sought, offered or permitted.

19 Preliminary Examination.

19.1 The Purchaser will examine the Quotations to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the quotations are generally in order.

19.2 Arithmetical errors, if any be rectified.

19.3 The Purchaser may waive any minor informality or non-conformity or irregularity in Quotation which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

19.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each quotation to the bidding documents. For the purpose of these Clauses, a substantially responsive quotation is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations or reservations to critical provisions such as those concerning Performance Security, Warranty, Payment Terms and Delivery will be deemed to be a material deviation.

19.5. If a quotation is not substantially responsive, it will be rejected by the Purchaser and may not be subsequently be made responsive by the Bidder by correction of the non- conformity

20 Evaluation and Comparison of Quotation.

20.1 The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which (a) are properly signed;(b) conform to the terms and conditions, and specifications and (c) has submitted all the documents asked for in 6.2 above .No Quotation will be considered if the complete requirements covered in the item is not included in the Quotation.

20.2 The Purchaser's evaluation of a Bid will exclude and not take into account, in case of goods, sales and other similar taxes, which will be payable on the Goods if a contract is awarded to the Bidder

E. Award of contract

21 Post Qualification

21.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive quotation meets the Qualifications as mentioned at clause 6 above.

The bidders should furnish information on all past supplies and satisfactory performance on the prescribed format attached.

21.2 The determination will take into account the Bidder's Financial, technical and production capabilities. It will be based upon an examination of documentary evidence of the Bidder's qualifications submitted by Bidder as well as other information as the Purchaser deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make similar determination of that Bidder's capabilities to perform the contract satisfactorily

22 Award of Contract

22.1 The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price provided that the Bidder is determined to be qualified to perform the Contract Satisfactorily.

22.2 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

22.3 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order.

23. Purchaser's right to vary Quantities at the time of Award

The Purchaser reserves the right at the time of Contract Award to increase or decrease by up to 25% of the Quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms & conditions.

24 Purchaser's Right to accept any quotation and to reject any or all quotations.

24.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the bidding process and reject all quotations any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

25 Notification of Award

Prior to expiration of the period of Quotation validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/e-mail or FAX, to be confirmed in writing by registered letter, that its quotation has been accepted

TECHNICAL SPECIFICATIONS Attachment-I

Item Description & Qty:- Chair for Training room Qty:- 60 (Sixty)

Reference Image:



Description:-

Supplying & placing in position of office chair with headrest as per photograph (Or similar product) make of Godrej or Durian or Herman Miller make

The seat assembly shall be made up of 1.2 ± 0.1 cm. thick hot-pressed plywood measured as per QA method described in OCP-QLTA-P14-18 and shall be upholstered with fabric upholstery covers and moulded Polyurethane foam. The dimensions of seat shall be 47.0 cm. (W) x 48.0 cm. (D). The back assembly shall be made of powder coated (DFT 40-60 microns) tubular frame of dia 2.54 ± 0.03 cm. x 0.2 ± 0.016 cm thk. MS ERW tube designed with contoured lumbar support for extra comfort. The back shall be upholstered using Net fabric with high tenacity yarn. The dimensions of back shall be 46.5 cm (W) x 74.5 cm (H). The HR polyurethane foam shall be moulded with density $=45 \pm 2$ kg/m³ and hardness load 16 ± 2 kgf as per IS:7888 for 25% compression. The one-piece armrests shall be injection moulded from black Co-Polymer Polypropylene. The mechanism shall be designed with 360° revolving type, $17 \pm 2^\circ$ maximum tilt m pivot at centre, Upright position locking., Tilt tension adjustment. The pneumatic height adjustment shall has an adjustment stroke of 11.0 ± 0.3 cm. The bellow shall be 3 piece telescopic type and injection moulded in Black Polypropylene. The pedestal shall be injection moulded in black 33% glass-filled Nylon66 and fitted with 5 nos. twin wheel castors. The pedestal is 66.3 ± 0.5 cm. pitch-center dia. (76.3 ± 1.0 cm with castors). The twin wheel castors shall be injection moulded in Black Nylon. Overall Dimensions of Chair shall be Seat Height - min 43.3 to max 54.3cm, Height - min 103.5 to max 114.5cm, Width & Depth of Chair as measured from pedestal - Width-76.3 cm and Depth-76.3 cm..

Attachment-II

QUOTATION FORM

Date :.....

TO:
(Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Item numbers in conformity with the said bidding documents at the unit rates as specified in the attached Price Schedule.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will furnish Performance Security equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in ITB of the bidding document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this day of 201

(Signature of the Bidder)

PRICE SCHEDULE

<u>Sr No as per technical specification</u>	<u>Particulars</u>	<u>Qty</u>	<u>Rate in Rs</u>	<u>Amount</u>
Total				
GST				
Total amount				

We agree to supply the above items of goods in accordance with the technical specifications for the amount against each item as shown in the Price schedule, within the period specified in the Invitation for Quotations.

Signature of Supplier

CONTRACT FORM

THIS AGREEMENT made theday of....., 201... Between..... (*Name of purchaser*) (Hereinafter called "the Purchaser") of the one part and..... (*Name of Supplier*) of (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,(*Brief Description of Goods and Services*) and has accepted a quotation by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*)(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Quotation Form and the Price Schedule submitted by the Bidder;
 - (b) the Technical Specifications;
 - (c) Conditions of Contract; and
 - (d) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied /provided by the Supplier are as under:

Sl.No	Brief description of goods and services	Quantity to be supplied	Unit rates	Total price	Delivery terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....

CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "CC" mean the Conditions of Contract contained in this section.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract

2. Standards

2.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3. Use of Contract Documents and Information; Inspection and Audit by the Bank

3.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

4. Patent Rights

4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

5. Performance Security:

- 6. The contractor whose bid is accepted will be required to furnish performance guarantee of 7% (Seven Percent) of the awarded amount within the **7 days** after award of work. This guarantee shall be in the form of Banker's cheque/ Demand Draft/ Pay order/ Bank Guarantee/ FDR of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in the favor of National Health Systems Resource Centre. In case the

contractor fails to deposit the said performance guarantee within **7 days** after award of work, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. In such situation NHSRC reserve the right to approach L2 of this tender to undertake the work at minimum rates quoted by L1. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The performance guarantee shall be kept till satisfactory handing over of site to NHSRC**
Inspections and Tests

6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

6.2 The inspections and tests may be conducted on the premises of the Supplier, at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

6.4 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7. Packing

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

8. Delivery and Documents

8.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award.

8.2 The supplier shall intimate the dispatch detail one day in advance before dispatch along with detail of vehicle, person in order to facilitate in making passes for entry in office complex.

8.3 Following documents are required to be submitted along with the material:-

- (i) 2 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) 2 Copies of packing list identifying the contents of each package;
- (iii) Manufacturer's/Supplier's warranty certificate;

9. Transportation

9.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, transport to such place of destination including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

10. Incidental Services

10.1 The supplier may be required to provide any or all of the following services¹:

- (a) Unloading, safe storage and handling of the consignment at the delivery site;
- (b) Performance of the on-site assembly, commissioning and start-up of the supplied Goods;
- (c) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (d) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (e) Maintenance repair of the goods at each location during the warranty period including supply of all spares;

11. Spare Parts

11.1 The Supplier may be required to provide any or all of the following notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

11.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

12. Warranty

12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

12.2 The warranty period shall be 24 months from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract.

12.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Supplier shall, within 10 days and with all reasonable speed, 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 at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 month

12.5 If the Supplier, having been notified, fails to remedy the defect(s) within 15 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

13. Payment

13.1 The method and conditions of payment to be made to the Supplier (in Indian Rupees) under this Contract shall be as under:

- (i) On Delivery and installation: Eighty percent of the contract price shall be paid on receipt of Goods at the final destination; and
- (ii) On Final Acceptance: the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery

13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

14. Prices

14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

14.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment

16.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

17. Delays in the Supplier's Performance

17.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

17.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

17.3 Except as provided under GCC Clause 21, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 18.2 without the application of liquidated damages.

18. Liquidated Damages

18.1 Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 19

19. Termination for Default

19.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 17; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 19.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

20. Force Majeure

20.1 Notwithstanding the provisions of CC Clauses 17, 18, 19, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21. Settlement of Disputes

21.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator, in accordance with Arbitration and Conciliation Act 1996.

22. Jurisdiction of Court.

Courts at Delhi alone shall have the jurisdiction to decide any dispute arising out of or in respect of this contract.

PERFORMANCE SECURITY BANK GUARANTEE FORM

TO:

.....
.....
.....

WHEREAS..... (Name of the Supplier) hereinafter called “the Supplier” ,
has undertaken, in pursuance of Contract to supply..... (Description of
equipment and services) hereinafter 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 national/scheduled Bank located in India for the sum specified therein as
security for compliance of the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier up to a total of Rs.....(in figures) (in words) (Amount of
Guarantee) and we undertake to pay you up on your written demand declaring the Supplier to be in
default under the Contract and without cavil or argument any sum or sums within the limit of Rs.
..... (Amount of Guarantee) without your needing to prove or show grounds or reasons for
your demand or the sum specified therein.

This Guarantee is valid until the day of201...

Date

Signature and seal of Guarantors
Address:.....
.....

Attachment VII

Format of Performance Statement for the last five years to be submitted by the Bidder

Name of Bidder.....

Order placed by (Full address of Purchaser)	Order No and date	Description and quantity of equipment ordered	Value of order (Rs)	Date of completion of delivery As per contract/ Actual or revised	Quantity of supplies made as on date	Additional supplies to be made in the period of this contract	Remarks indicating reason for late delivery if any	Has the equipment been satisfactorily functioning (Attach a certificate from the Purchaser)
1	2	3	4	5	6	7	8	9