

**EMBASSY OF INDIA  
ANTANANARIVO**

**BIDDING DOCUMENT  
FOR  
PROCUREMENT OF BICYCLES**

**Bid Ref. No: TAN/ECO/207/1/21 Dated: (20.09.2021)**

**EMBASSY OF INDIA  
4, Lalana Rajaonson Emile  
B.P 1787, Tsaralalana  
Antananarivo, Madagascar**

## Tender Document for Procurement of Bicycles

### Key Information to Tenderers

Date of Issue / Publication of Notice Inviting Tender	20.09.2021
Duration of download of Tender Document	15.10.2021
Due Date and time for submission of Tenders	19.10.2021
Time and Date of opening of Technical Bids	20.10.2021
Venue for opening of Tenders	Embassy of India 4, Lalana Rajaonson Emile B.P 1787, Tsaralalana Antananarivo, Madagascar
Address for Communication with Tender Inviting Authority	Embassy of India 4, Lalana Rajaonson Emile B.P 1787, Tsaralalana Antananarivo, Madagascar  Phone: +261-20-2223334 E-mail: <a href="mailto:com.aanarivo@mea.gov.in">com.aanarivo@mea.gov.in</a> ; <a href="mailto:amb.aanarivo@mea.gov.in">amb.aanarivo@mea.gov.in</a>
Bid Security Declaration	Has to be submitted by the tenderer
Total Quantity of Bicycles to be procured	5,000(Adult's Bicycles) 5,000 (Boy's Bicycles) 5,000 (Girl's Bicycles)

## SECTION I

### NOTICE INVITING TENDERS (NIT) For PROCUREMENT OF BICYCLES

Tender Ref. No.: TAN/ECO/207/1/21

Dated: 20.09.2021

### NOTICE INVITING TENDERS (NIT)

1. E-Tenders are invited by the Embassy of India, Antananarivo for procurement of Bicycles as under:

Package No.	Item Description in Brief	Quantity
I	Adult Bicycles – 24 Inches	5,000
II	Boy's Bicycles – 22 Inches	5,000
III	Girl's Bicycles – 18 Inches	5,000

2. The Tenderers can submit their Tenders by email.
3. The tender document can be downloaded from website <http://eoiantananarivo.gov.in> free of cost.
4. The Tenders (in two parts viz. Technical and Financial) complete in all respect, as per information given in tender document should reach by e-mail on [com.aanarivo@mea.gov.in](mailto:com.aanarivo@mea.gov.in) with a copy to [amb.aanarivo@mea.gov.in](mailto:amb.aanarivo@mea.gov.in) on or before on 19.10.2021.
5. The Technical Bid shall be opened on 20.10.2021 at the Embassy of India, Antananarivo. The bidder's authorised representative may attend the bid opening at the above date, time.
6. The Financial Bid of Technically qualified bidders shall be opened at later date. Such date and time shall be intimated to all technically qualified Bidders so that their representatives may attend the financial bid opening.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the Tender Inviting Authority, the tenders will be sold/received/opened on the next working day at the appointed time.

Mani Agarwal  
Second Secretary (HOC)

## **SECTION - II**

### **GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

#### **A. PREAMBLE**

##### **1. Definitions**

1.1 The definitions which have been used in this Tender Document shall have the meanings and interpretations as indicated below:

- (i) “Consignee” means the entity / authority / person to whom the goods are required to be delivered as specified in the Contract.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) “Day” means calendar day.
- (iv) “Earnest Money Deposit” (EMD) means Bid Security Declaration to be furnished by a Tenderer along with its Tender.
- (v) “Goods” means the articles, material, spares, tools etc. which the supplier is required to supply to the designated consignees under the contract.
- (vi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and comparing the same with the specified requirement to determine conformity.
- (vii) “Manufacturer” means original equipment manufacturer of the quoted goods in this Tender.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful Tenderer for due performance of the contract.
- (ix) “Services” means services allied and incidental to the supply of goods, such as transportation, insurance, loading, unloading, assembly & testing and after sales service and other such obligations of the supplier covered under the contract.
- (x) “Specification” means the standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (xii) “Tender Inviting Authority” is Embassy of India, Antananarivo.
- (xiii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.

- (xiv) “Tenderer” means Bidder/ Firm or Company submitting Bids / Quotation / Tender.
- (xv) ‘Key Information to Tenderers ’means the dates and times of important events and venue where such events will take place during the tendering process as given on page 2 of the Tender Document.
- (xvi) “Website of Tender Inviting Authority” is [www.eoiantananarivo.gov.in](http://www.eoiantananarivo.gov.in).
- (xvii) Time mentioned in the document is standard Madagascar time (GMT + 2 hrs 30 minutes).

## **2. Introduction**

- 2.1** The Tender Inviting Authority has issued this Tender Document for procurement of goods and related services as mentioned in Section – III – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2** This section (Section II - “General Instruction 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 Tender Inviting Authority for receipt and opening as well as evaluation of tenders and subsequent award of contract to successful Tenderer(s).
- 2.3** Before preparing the Tender and submitting the same to the Tender Inviting Authority, the Tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in the Tender Document may result in rejection of the Tender.

## **3. Eligible Tenderers**

- 3.1** This invitation for tenders is open to all manufacturers located in India and Indian subsidiaries of foreign manufacturers, manufacturing these products in India, who fulfil the qualification criteria specified in these documents.

## **4. Tendering Expense:**

- 4.1** 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. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## **5. Contents of Tender Document**

### **5.1 The Tender Document includes the following Sections :**

- Section I – **Notice Inviting Tenders (NIT)**
- Section II – **General Instructions to Tenderers (GIT)**
- Section III – **Schedule of Requirements**
- Section IV – **Technical Specifications**
- Section V – **General Conditions of Contract (COC)**
- Section VI – **Tender Forms and Formats**

### **5.2 The relevant details of the required goods and services, procedure for preparation and submission of Tenders, evaluation of Tenders, award 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.**

## **6. Clarification and Amendment of Tender Documents**

- 6.1** Prospective Tenderers requiring any clarification on any instruction, provision, terms and conditions given the Tender Documents may send their request for clarifications to the Tender Inviting Authority by e-mail not later than seven days prior to the prescribed date of submission of Tenders.
- 6.2** At any time prior to the due date and time for submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the condition in Tender documents by amendment(s).
- 6.3** All the prospective Tenderers who have received the tender document will be notified of the amendment only through website of Tender Inviting Authority and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.
- 6.4** Any person who has purchased/downloaded the tender document should watch for amendment, if any, on the website of Tender Inviting Authority and Tender Inviting Authority will not issue separate communication to them.

## **7. Documents Comprising the Tender**

### **7.1 The Two bid system will be followed for this tender. In this system, bidder must submit the offer in two separate sealed envelopes as explained below:**

**A) Envelope No. 1: Technical Bid**

- i) Power of Attorney in favour of signatory of Tender Documents.
- ii) Technical Bid Form duly filled in the format given in Section - VI
- iii) Certificate of Incorporation of Firm / Company.
- iv) Certificate of Annual installed Production Capacity duly certified by Chartered Accountant
- v) Certificate of annual sales of similar goods offered in the Tender during the last three financial years i.e. 2018-19, 2019-20 & 2020-21 duly certified by Chartered Accountant.
- vi) Annual Report / Audited Balance Sheet along with Profit & Loss Statement of last three Financial years i.e. 2018-19, 2019-20 & 2020-21
- vii) Clause-by-clause statement of compliance/ deviation (if any) on the technical specifications given in the Tender Document vis-à-vis the technical details of the offered product
- viii) List of facilities / locations in Districts/ Cities of Madagascar where spare parts / maintenance services shall be provided during warranty period.

**B) Envelope No. 2: Financial Bid**

- i) Financial Bid Form as per format given in Section - VI
- ii) Price Schedule Form as per format given in Section VI filled up with all the details including Make, Model etc. of the goods offered.

**8. Tender currencies**

- 8.1** The bidder supplying indigenous goods shall quote prices only in Indian Rupees.
- 8.2** Tenders, where prices are quoted in any other currency shall be treated as non -responsive and rejected.

**9. Tender Prices**

- 9.1** The Tenderer shall indicate the Tender Prices in the Price Tender Form and Price Schedule Form provided under Section VI. The Price Schedule Form should be filled with 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 “Not Applicable” by the Tenderer.

- 9.2** Tenderers must quote for complete requirement of goods and services as specified in a particular Package or combination of Packages, as the case may be.
- 9.3** The Tenderers quoting for partial requirements of goods and services of a Package(s) shall be disqualified.

## **10. Firm Price**

- 10.1** The prices quoted by the Tenderer shall remain firm and fixed during the validity period of the Tenders and not subject to variation on any account.

## **11. Alternative Tenders**

- 11.1** Tenderers are required to quote their most suitable model meeting tendered technical specifications. Alternate models, if offered in the Tender shall not be considered.

## **12. Criteria and Documents for Establishing Tenderer's Eligibility and Qualification**

- 12.1** This invitation for tenders is open to all manufacturers located in India and Indian subsidiaries of foreign manufacturers, manufacturing these products in India. The Bidders should submit proof that they are legal entity registered in India to enter in to contract with Tender Inviting Authority. The certificate of incorporation, article / memorandum of association / Partnership deed etc. should be submitted in this regard along with Technical Bid.
- 12.2** The Bidders should have annual installed production capacity of the similar goods offered in the Tender, **at least two times** than the quantity given in the Package. The bidder should submit Certificate of Annual installed Production Capacity duly certified by Chartered accountant.
- 12.3** The bidder must have successfully executed atleast 01 similar purchase order/contract/agreement of the value of Rs. (4.8 crores), 02 similar purchase orders/contracts/agreements of the value of Rs. (3 crores), or 03 similar purchase orders/contracts/agreements of the value of Rs. (2.4 crores).
- 12.4** The Bidder should have turnover of **at least Rs. (1.8 crores)** during the last three financial years i.e. 2018-19, 2019-20 & 2020-21 to be eligible



for the Package. The Bidder should submit Annual Report / Audited Balance Sheet along with Profit & Loss Statement of last three financial years i.e. 2018-19, 2019-20 & 2020-21.

- 12.5** The Bidder should have at least one service centre in each district / city where the goods are to be delivered (city of consignee). The Bidder should provide complete detail of such locations and facilities where spare parts shall be made available and services shall be provided during warranty period.

**13. Documents for Establishing Good's Conformity to Tender document**

- 13.1** 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 in the Tender Document.

- 13.2** For this purpose the Tenderer shall also provide a clause-by-clause statement of compliance/ deviation (if any) on the technical specifications given in the Tender Document vis-à-vis the technical details of the offered product to establish substantial responsiveness of the goods and services offered in its tender.

- 13.3** In case there is any variation and/or deviation between the goods and services prescribed in the Tender Document and that offered by the Tenderer, the Tenderer shall list out the same in the above statement of compliance without ambiguity to enable Tender Inviting Authority in evaluating substantial responsiveness of the offered goods and services with the requirement given in the Tender Document.

- 13.4** If a Tenderer furnishes wrong and/or misguiding/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be rejected in addition to other remedies available to the Tender Inviting Authority in this regard.

- 13.5** Tender Inviting Authority reserves the right to call the Tenderer to demonstrate its quoted model before the Tender Evaluation Committee within 7-15 days from the date of issuing letter.

**13.6 Bid Security Declaration (BSD)**

- 13.7** The bidder shall furnish a Bid Security Declaration (given in Annexure) to the effect that if the bid is withdrawn or modified during period of validity or if after being awarded the contract the bidder fails to sign the contract, or to submit a performance security before deadline specified in the request for bid document, the bidder will be suspended for a period specified in the tender document.

## **14. Validity of Tender**

- 14.1** The Bid shall remain valid for a period of 180 days (One hundred and eighty days) from the date of tender opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as nonresponsive and rejected.
- 14.2** In exceptional cases, the Tenderers may be requested to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by 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 BSD accordingly. A Tenderer, however, may not agree to extend its tender validity .
- 14.3** In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

## **15. Signing and Sealing of Tender**

- 15.1** 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.
- 15.2** Tender Document seeks Tenders in two parts. First part is 'Technical Tender' and second part is 'Price Tender'. The Technical Tender shall contain the documents listed in GIT Clause 7.1 (A) and Price Tender shall contain the documents listed in GIT Clause 7.1 (B).
- 15.3** All the pages of the tender document shall be duly signed at the appropriate places as indicated in the Tender 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.
- 15.4** The Tenderer is to make the 'Technical Tender' and 'Price Tender' separate files and thereafter send both the documents on email Ids provided for the purpose.

## **16. Submission of Tenders**

- 16.1** The Tenderers shall submit their tenders to Tender Inviting Authority in accordance with the due date, time and address indicated in "Key Information to Tenderers" above.

- 16.2** In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be received up to the appointed time on the next working day.

**17. Late Tender**

- 17.1** The Tenders submitted after due date and time for submission as indicated in “Key Information to Tenderers” above shall not be accepted under any circumstances.
- 17.2** In case, a Tender is received in the office of Tender Inviting Authority after due date and time submission, it shall be returned unopened to the Tenderer.

**18. Alteration and Withdrawal of Tender**

- 18.1** The Tenderer shall not be permitted to alter / modify / withdraw its tender after due date and time for submission as indicated in “Key Information to Tenderers”.
- 18.2** If a Tenderer withdraws the tender between due date for submission and due date of validity of Tenders, it will result in forfeiture of the earnest money furnished by the Tenderer in its tender.

**19. Opening of Tenders**

- 19.1** The Tender Opening Committee constituted by the Tender Inviting Authority will first open the Tenders containing ‘Technical Tender’ and ‘Price Tender’ at the date and time indicated in “Key Information to Tenderers”.
- 19.2** During the Technical Tender opening, the tender opening committee 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 committee.
- 19.3** Thereafter, in the second stage, the Price Tenders of only the Technically Responsive Tenderers shall be opened on a date notified to Technically Responsive Tenderers.
- 19.4** The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be noted.

**20. Scrutiny and Evaluation of Tenders**

- 20.1** The Tender Inviting Authority 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.

- 20.2** Prior to the detailed evaluation of Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the Tender Document. For purposes of this, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (COC Clause 2), Warranty (COC Clause 10), EMD (GIT Clause 14), Taxes & Duties (COC Clause 15) will be deemed to be a material deviation. The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 20.3** If a Tender is not substantially responsive, it will be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Tenderer by correction of nonconformities.
- 20.4** The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 20.5** The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Technical Tender form as per Section VI (signed and stamped) not submitted
  - (ii) Tender validity is shorter than the required period.
  - (iii) Required Bid Security Declaration has not been provided.
  - (iv) Tenderer has not agreed to give the required performance security.
  - (v) Goods offered are not meeting the tender enquiry specification.
  - (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism.
  - (vii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (viii) Tenderer is not eligible and qualified as per criteria given in GIT Clause 12.
  - (ix) Tenderer has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted Package.

## **21. Minor Informality/Irregularity/Non-Conformity**

- 21.1** If during the preliminary examination, the Tender Inviting Authority find any minor informality and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority 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 Tender Inviting Authority will convey its observation on such 'minor' issues to the Tenderer by email 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.
- 21.2** In case Tenderer fails to submit documents in support of its eligibility and qualification, the Tender Inviting authority may consider giving an opportunity to such Tenderers to submit deficient documents of historical nature. In case, a Tenderer fails to submit requested document, the Tender Inviting Authority shall proceed with evaluation of Tenders considering the documents already submitted by the Tenderer along with its Tender.

## **22. Discrepancies in Prices**

- 22.1** 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 Tender Inviting Authority 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.
- 22.2** 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
- 22.3** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 23.1 and 23.2 above.
- 22.4** If, as per the judgement of the Tender Inviting Authority, 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 Tender Inviting Authority, the tender is liable to be rejected.

## **23. Tenderer's capability to perform the contract**

- 23.1** The Tender Inviting Authority, through the above process of tender scrutiny 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.

- 23.2** The above-mentioned determination will, inter alia, take into account the Tenderer's financial, technical and production capabilities for satisfying all the requirements as given in the Tender 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 Tender Inviting Authority.

## **24. Contacting the Tender Inviting Authority**

- 24.1** From the time of submission of tender to the time of awarding the contract, if a Tenderer needs to contact the Tender Inviting Authority for any reason relating to this tender enquiry and / or its tender, it should do so only on email.

- 24.2** In case a Tenderer attempts to influence the Tender Inviting Authority in the Tender Inviting Authority'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 and coercive actions being taken against that Tenderer, as deemed fit by the Tender Inviting Authority.

## **25. Financial evaluation and award of contract**

- 25.1** Subsequent to completion of Technical Evaluation, the Tender Inviting Authority shall open and evaluate the Price Tenders of all such Tenderers who are found qualify at technical evaluation stage.

- 25.2** The comparative statement of all Price Tenders shall be prepared after correcting discrepancies in prices, if any, in accordance with GIT clause 23.

- 25.3** The Tenderers quoting lowest evaluated tender price (L-1) for the Package shall be considered for award of contract.

## **26. Tender Inviting Authority's Right to accept any tender and to reject any or all tenders**

- 26.1** The Tender Inviting Authority reserves the right to accept in part or in full any tender or reject any or more Tender(s) / Packages 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(s).

## **27. Variation of Quantities**



**27.1** The Tender Inviting Authority may decide to increase or decrease the Quantities mentioned in the “Schedule of Requirements” by 30% at the time of award of contract or upto six months from the date of signing of contract.

**28. Intimation Letter to successful Tenderer / Notification of Award**

**28.1** Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful Tenderer(s) by e-mail that its tender for supply of goods and services have been selected by the Tender Inviting Authority along with draft contract.

**28.2** The successful Tenderer must furnish to the Tender Inviting Authority the required performance security and signed copy of contract within 15 days of date of such a notification along with signed contract. Relevant details about the performance security have been provided under COC Clause 2 under Section V.

## SECTION - III

### SCHEDULE OF REQUIREMENTS

#### I. Brief Description of Goods and Total Quantity:

Package No.	Item Description in Brief	Quantity (Nos.)
I	Boy's Bicycles – 22 Inches	5,000
II	Girl's Bicycles – 18 Inches	5,000
III	Adult's Bicycles – 24 Inches	5,000

#### II. Delivery Requirement:

The Goods are required to be delivered to the designated consignee (Embassy of India, Antananarivo, Madagascar) within **120 days** of issuance of notification of award to the Supplier.

### Section – IV Technical Specifications

#### I. FOR ADULT BICYCLE

1	Standard	The Adult Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system
2	Colour	Black
3	Frame	Asper IS 623-1963
4	Dimension of seat tube	IS-34040-1966
	a) Outside diameter of seat tube	28.6mm
	b) Thickness of seat tube	1.63mm
5	Saddle	PVC Saddle
6	Gear Bell	Chromium Plated Steel Gear Bell
7	Lock	7Lever Metallic Lock



8	Centrestand	Centre stand with lock
9	GearCase	Full Gear Case on Both sides
10	Carrier	Black painted with 4 putty Carrier
11	Tyre	26x 1 ½" –7 ply
12	Rim	26x 1 ½"
13	Thicknessof the Rim	Asper IS 624 : 1991 specification
14	Size	24"with seat adjustable up to 1 ½"

## STANDARDACCESSORIES

Adult Bicycle of 24" size above. Green Colour – Frame as per IS : 10613 – 2004 with all accessories which are necessary for the satisfactory and efficient operation of the Bicycle, with PVC Saddle Chromium Plate Steel Gear Bell, 7 Levers Metallic lock, Black Painted 4 putty Carrier, Full Gear Case on both sides 26" X 1 ½" 7 ply tyre and 26" X 1 ½" rim with IS 624 : 1991 specification shall be supplied by the supplier

## II. FOR BOY'S BICYCLE

1	Standard	The Boy's Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system
2	Colour	Black
3	Frame	Asper IS 623-1963
4	Dimensionof seat tube	IS-34040-1966
	a)Outside diameter of seattube	28.6mm
	b)Thickness of seat tube	1.63mm
5	Saddle	PVC Saddle
6	GearBell	Chromium Plated Steel Gear Bell
7	Lock	7Lever Metallic Lock
8	Centre stand	Centre stand with lock
9	GearCase	Full Gear Case on Both sides
10	Carrier	Black painted with 4 putty Carrier
11	Tyre	26x 1 ½" –7 ply
12	Rim	26x 1 ½"
13	Thickness of the Rim	Asper IS 624 : 1991 specification
14	Size	22"with seat adjustable up to 1 ½"

## STANDARDACCESSORIES

Boy's Bicycle of 22" size above. Green Colour– Frame as per IS: 10613–2004 with all accessories which are necessary for the satisfactory and efficient operation of the Bicycle, with PVC Saddle Chromium Plate Steel Gear Bell, 7Levers Metallic lock, Black Painted 4 putty Carrier, Full Gear Case on both sides 26"X1½" 7ply tyre and 26"X 1½"rim with IS624:1991 specification shall be supplied by the supplier

### III. FOR GIRL'S BICYCLE

1	Standard	The Girl's Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system.4.1(a)
2	Colour	Red
3	Frame	As per IS 3404-1979
4	Dimension of seat tube	IS-34040-1966
	a) Outside diameter of seat tube	28.6 mm
	b) Thickness of seat tube	1.63 mm
5	Saddle	PVC Saddle
6	Gear Bell	Chromium Plated Steel Gear Bell
7	Lock	7 Lever Metallic Lock
8	Side stand	Metallic side stand
9	Carrier	Black Painted 4 putty Carrier
10	Gear Case	Full Gear Case on Both sides
11	Basket	Front basket steel netted with black coating
12	Saree Guard	Metallic Saree Guard
13	Tyre	26 x 1 ½" – 7 ply
14	Rim	26 x 1 ½"
15	Thickness of the Rim	As per IS 624 : 1991 specification
16	Size	18"

### STANDARD ACCESSORIES

Girls Bi-Cycles of 18" size for use by Age Group 13 years and above. Green Colour – Frame as per IS : 3404-1979 with all accessories which are necessary for the satisfactory and efficient operation of the Bi-Cycle, with PVC Saddle Chromium Plate Steel Gear Bell, 7 Levers Metallic Lock, Metallic Side Stand, Black Painted 4 putty Carrier, Full Gear Case on both sides Front Basket (Steel netted), Metallic Saree Guard 26" X 1 ½" 7 ply tyre and 26" X 1 ½" rim with IS 624 : 1991 specification shall be supplied by the supplier.

## **SECTION - V**

### **CONDITIONS OF CONTRACT (CoC)**

#### **1. Application**

1.1 The Conditions of Contract incorporated in this section shall be binding on both the parties to the Contract.

#### **2. Scope of Work:-**

2.1 Supply of 15000 bicycles at Embassy of India, Antananarivo, Madagascar as per the following description of items and technical details as specified under Section IV- Technical specifications:

<b>Package No.</b>	<b>Item Description in Brief</b>	<b>Quantity</b>
I	Adult Bicycles–24 Inches conforming to Indian Standard of IS 10613 -2004 with hand operated lever brake system	5,000
II	Boy's Bicycles–22 Inches conforming to Indian Standard of IS 10613 -2004 with hand operated lever brake system	5,000
III	Girl's Bicycles–18 Inches conforming to Indian Standard of IS 10613 -2004 with hand operated lever brake system	5,000

2.2 The Government would be providing the following at their cost:

2.2.1 Exoneration from customs and other applicable taxes insofar as import of equipment from India or third country is concerned in connection with maintenance of bicycles.

2.3 The Scope of Work as envisaged in this Tender is supply of 15,000 bicycles including their service during warranty period.

2.4 On-site Comprehensive Warranty and Maintenance for one year from the date of delivery of goods.

#### **3. Performance Security**

3.1 The supplier, shall furnish performance security to the Tender Inviting Authority for an amount equal to three percent (3%) of the contract amount, within Thirty (30) days from date of issue of intimation

letter/notification of award by the Tender Inviting Authority, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligation.

- 3.2 The Performance security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section VI of this document in favour of the Tender Inviting Authority.
- 3.3 In the event of any failure /default of the supplier, the performance security is liable to be forfeited.
- 3.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same validity in all respects in terms of the contract, as amended.
- 3.5 Subject to COC sub-clause 2.3 above, the Tender Inviting Authority will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

#### **4. Technical Specifications and Standards**

- 4.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and standards given under Sections IV of this document.

#### **5. Packing and Marking**

- 5.1 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 including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. as 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.

#### **6. Inspection, Testing and Quality Control**

- 6.1 The Purchaser and/or its nominated representative(s) may, without any extra cost to the Supplier, inspect and/or test the ordered goods, its manufacturing line and the related services to confirm their conformity to the contract specifications. The Purchaser shall inform the supplier in advance, in writing.
- 6.2 Before offering the product for inspection, the Supplier should provide test reports carried out in-house. The test reports must include performance parameters of all sub-systems and components. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant

drawings, design details and production data, shall be furnished by the supplier to the Purchaser and/or its nominated representative also inspect and/or test the ordered goods and the related shall also inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications at the site of final destination (at consignee's premises)

- 6.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser 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 for conducting the inspections and tests again.
- 6.4 The Purchaser shall issue Dispatch Clearance Certificate upon satisfactory inspection of goods.
- 6.5 Goods accepted by the Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under COC Clause 10.

## **7. Terms of Delivery**

- 7.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **8. Transportation and Insurance of Goods**

- 8.1 The Supplier shall make its own arrangements to transport and insure the goods from manufacturer's site to designated consignee given in this contract.

## **9. Spare parts**

- 9.1 Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts for the goods in every District/Cities where the delivery has been made to ensure uninterrupted maintenance of supplied goods during warranty period. The supplier should provide details of such locations where these spare parts are kept and warranty services shall be provided.

## **10. Dispatch Documents**

The supplier shall send all the following despatch documents within 15 days of supply at designated consignee to the Purchaser to enable the Purchaser process release of payments in terms of the contract.

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section VI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) In-house inspection certificate
- (v) Copy of dispatch clearance certificate issued by Purchaser
- (vi) Insurance Certificate
- (vii) Manufacturer's warranty certificate
- (viii) Complete details of services locations including contact person / phone no. where the spare parts shall be kept for services during warranty period.

## **11. Warranty and Maintenance Services**

- 11.1 The supplier shall warrant that the goods supplied under the contract are new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Tender Inviting Authority 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.
- 11.2 The **warranty** shall remain valid for 12 months from the date of delivery of goods.

## **12. Assignment**

- 12.1 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.

## **13. Sub Contracts**

- 13.1 The Supplier shall notify the Tender Inviting Authority in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract. Sub contracts shall not be inconsistent with the terms of the tender/contract agreement.

## **14. Modification of contract**

14.1 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 Tender Inviting Authority,
- 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.

14.2 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, the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

## **15. Prices**

15.1 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

## **16. Taxes and Duties**

16.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Consignee.

## **17. Terms and Mode of Payment**

17.1 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges in the following manner and:

1<sup>st</sup> Payment milestone: 60% of the contract value will be paid on dispatch of bicycles after signing of the Contract/Agreement between the Embassy and successful bidder/issue of purchase order. The bidder would have to submit the following documents in support of the claim



- Invoices
- Packing List
- In-house inspection certificate by third party
- Insurance certificate

2<sup>nd</sup> Payment milestone: 30% of the contract value will be paid on successful delivery of the consignment. The bidder would have to submit the following documents in support of the claim

- Invoices
- Consignee Receipt certificate issued by authorised representative of the consignee.
- Manufacturer's warranty certificate.
- Complete details of locations where services will be provided including contact person/phone no. where the spare parts shall be kept for services during warranty period.

3<sup>rd</sup> Payment milestone: 10% of the contract value will be paid on expiry of the warranty period of one year.

## **18. Delay in the supplier's performance**

- 18.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the Schedule of Requirements and as incorporated in the contract.
- 18.2 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 in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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.

## **19. Liquidated damages**

- 19.1 Subject to COC 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 shall, without prejudice to other rights and remedies available to the Purchaser 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, the Purchaser may cancel the order to the extent unperformed.

## **20. Termination for default**

- 20.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it, 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.
- 20.2 In the event Purchaser terminates the contract in whole or in part, as above, the Purchaser may carry out risk purchase of 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 for the extra expenditure, if any, incurred by the Purchaser for carrying out such procurement.
- 20.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **21. Termination for insolvency**

- 21.1 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.

## **22. Force Majeure**

- 22.1 Notwithstanding the provisions contained in other provisions of the contract, 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.
- 22.2 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 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.
- 22.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser 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.

- 22.4 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.
- 22.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **23. Termination for convenience**

- 23.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its 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. The notice shall also indicate inter alia, 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.
- 23.2 The goods and services which 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 following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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.

## **24. Notices**

- 24.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail. 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.
- 24.2 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.

## **25. Resolution of disputes**

- 25.1 If dispute or difference of any kind shall arise between the Purchaser 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.
- 25.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser 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.
- 25.3 All disputes arising out of the contract shall be within the jurisdiction of High Court of Delhi and venue of arbitration shall be Delhi.

**26. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **SECTION - VI**

### **TENDER FORMS AND FORMATS**

#### **1. TECHINAL TENDER FORM**

Date\_\_\_\_\_

Ref. Your Tender Document No. \_\_\_\_\_dated \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We, the undersigned have examined the above mentioned Tender 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. All the documents required under GIT Clause 7.1 (A) are attached herewith.

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 COC clause 2, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 15, 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 Govt. Authorities.

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

**(Signature with date)**

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

## **2. PRICE TENDER FORM**

Date\_\_\_\_\_

Ref. Your Tender Document No. \_\_\_\_\_dated \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We, the undersigned have examined the above mentioned Tender 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 for the sum of Rs. \_\_\_\_\_as mentioned in our attached Price Schedule.

**(Signature with date)**

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

### 3. PRICE SCHEDULE

<b>Sl. No.</b>	<b>Items Description / Package No.</b>	<b>Qty. and Unit</b>	<b>Ex-Factory/ex- warehouse/ex- showroom/off the shelf</b>	<b>inland transport, insurance and other local costs incidental to delivery</b>	<b>Sales and other Taxes payable if contract awarded</b>	<b>Unit Price (4+5+6)</b>	<b>Total Price3x7</b>
1	2	3	4	5	6	7	8
	<b>Total</b>						

**Note:** i) Conditional discounts will not be considered for evaluation.  
ii) In case of discrepancy between unit price & total price, unit price shall prevail.

Total Bid price in Words.....

Place:

Signature: Name:

Business Address:

#### 4. BANK GUARANTEE FORM FOR EMD

Whereas all persons by these presents that we \_\_\_\_\_ of  
s \_\_\_\_\_ (Hereinafter called the "Bank") having our registered  
\_\_\_\_\_ office at \_\_\_\_\_ are bound unto  
\_\_\_\_\_ (hereinafter called the "Tender Inviting Authority) in the  
\_\_\_\_\_ sum of \_\_\_\_\_ for which payment will and truly to be made to the said  
\_\_\_\_\_ Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents.  
\_\_\_\_\_ Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_

(herein 20\_\_\_\_. The conditions of this obligation are:

after (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect  
called \_\_\_\_\_ within the period of validity of this tender.

the (2) If the Tenderer having been notified of the acceptance of his tender by the Tender Inviting  
"Tende Authority during the period of its validity:-

rer") a) fails or refuses to furnish the performance security for the due performance of the  
has \_\_\_\_\_ contract.

submitt or  
ed its b) fails or refuses to accept/execute the contract.

Tender or  
dated 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 Tender Inviting Authority up to the above amount upon receipt of its  
for the first written demand, without the Tender Inviting Authority having to substantiate its demand,  
the provided that in its demand the Tender Inviting Authority will note that the amount claimed by  
supply it is due to it owing to the occurrence of one or both the two conditions, specifying the  
of occurred condition(s).  
\_\_\_\_\_

\_\_\_\_\_ This guarantee will remain in force for a period of 60 days after the period of tender validity  
\_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than the above date.  
\_\_\_\_\_

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.....  
(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

## 5. BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Know

\_\_\_\_\_ 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;

WHER

EAS 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  
(Name within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to  
and show grounds or reasons for your demand or the sum specified therein.

address

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

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

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r”) has This guarantee shall be valid up to 18 months from the date of Notification of Award i.e. up to  
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.....  
(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

**6. CONTRACT FORM**

dated

**THIS AGREEMENT** made the.....day

of.....,20.....Between..... (Name and

to address of Purchaser)(Hereinafter "the Purchaser") of the one part and..... (Name and

supply address of Supplier) (Hereinafter called "the Supplier") of the other part :

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s)

(herein

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**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services vi  
(Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS  
FOLLOWS:**



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1. 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 Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Purchaser's Notification of Award.

3. In consideration of the payment 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 & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	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....

.....

.....

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

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

- 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 : \_\_\_\_\_