

# **E-PROCUREMENT TENDER**

**FOR**

**SUPPLY & INSTALLATION OF FURNITURE & OTHER  
RELATED ITEMS AT ABV – INDIAN INSTITUTE OF  
INFORMATION TECHNOLOGY & MANAGEMENT,  
GWALIOR**

**(Through e-procurement portal only)**

**(<https://edcil.procuretiger.com> )**

## **BID DOCUMENT-TWO BID SYSTEM**

**REF:-TENDER NOTIFICATION NO. EdCIL/PROC/ABV-IIITMG/FURNI/2015/01**

**EdCIL/PROC/ABV-IIITMG/FURNITURE/2015/01, DATED: 24.02.2015**

**LAST DATE FOR SUBMISSION OF TENDER: 10.03.2015**



### **EdCIL (India) Limited**

*(A Govt. of India Enterprise)*

'Ed.CIL House', Plot No. 18A, Sector – 16A

NOIDA – 201301 (UP), INDIA

Tel: 0120 - 2512001 – 006, Fax: 0120 - 2515372

Dated - 24.02.2015

This document serially numbered from page number 01 to 47.

## EdCIL (India) Limited

EdCIL House, 18-A, Sector-16-A,  
Noida-201 301

Phone- 0120-512001 to 006

Email : [procurement@edcil.co.in](mailto:procurement@edcil.co.in) web site : [www.edcilindia.co.in](http://www.edcilindia.co.in)

### NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Name of Work	:	Supply & Installation of Furniture Items at ABV-IIITM, Gwalior (M.P)
Bid No.	:	EdCIL/PROC/ABV-IIITMG/FURNI/2015/01
Commencement of Down load of e-tender form from website <a href="https://edcil.procuretiger.com">https://edcil.procuretiger.com</a>	:	24/02/2015 from 17.30 hrs.
Last date for queries	:	02/03/2015
Last date and time for on line Bid submission of e-tender in E-procurement platform on or before	:	10/03/2015 up to 1400 hrs
Date & Time of online opening of Technical Bid	:	10/03/2015 at 1500 hrs
Date & Time of Price Bid	:	Shall be intimated
EMD	:	Rs. 27,000/- (Rupees Twenty Seven Thousand Only)
Bid Fees	:	Rs. 1,000/- (Rupees One Thousand Only)
Date & Venue of Pre-Bid Conference	:	03/03/2015 at 1500 hrs  EdCIL (India) Limited 18-A, Sector-16A Noida - 201301

1. Bids are invited under Two-Bid system from reputed Firms / Suppliers for Supply & Installation of Furniture Items at ABV-IIITM, Gwalior (M.P) through **e-tendering**. Further details of the Notice Inviting tender alongwith their terms & conditions and list of items can be seen/downloaded at/from the website [www.edcilindia.co.in](http://www.edcilindia.co.in) or <https://edcil.procuretiger.com>. To participate in the e-tendering process, the Bidder has to register with the EdCIL portal i.e. <https://edcil.procuretiger.com>

2. Completed Bids shall be uploaded through e-tendering system by the Tenderers using their user ID and addressed to the Deputy Manager (Proc.), EdCIL (India) Limited, 18A, Sector 16A, Noida 201301 in the manner described under Instructions to Bidders of Bid Document on or before the last date & time stipulated.
3. The bidders should upload duly signed scanned tender form and their bids along with scanned copy of EMD, relevant Documents etc. on the website <https://edcil.procuretiger.com> latest by **10.03.2015 up to 14.00 hrs.** Bidder must submit the requisite EMD & Bid Fees in physical form in the Office of Deputy Manager (Procurement), EdCIL (India) Limited, **18-A, Sector-16-A, Noida-201 301 before 10.03.2015 upto 14.00 hrs.** Any tender without submission of requisite EMD in physical form will be rejected out rightly.
4. The Technical Bids will be opened by the Committee on the schedule dates & times in the office of the Deputy Manager (Procurement), EdCIL (India) Limited, **18-A, Sector-16-A, Noida-201 301**, in the presence of tenderers or their authorized representatives, who wish to be present during the course of opening. The Financial bid shall be opened only after the evaluating Technical Bid.
5. In the event of the specified date of opening of First Cover (Technical Bid) being declared a holiday for the ABV-IIITM / EdCIL, the First Cover (Technical Bid) shall be opened on the next working day at the same time and venue.

*Deputy Manager (Procurement)*  
*EdCIL (India) Limited, 18-A, Sector-16-A, Noida-201 301*

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**A. INTRODUCTION**

ABV - Indian Institute of Information Technology and Management, Gwalior, is an autonomous institute, which is the first IIIT established by the Ministry of Human Resource Development, Government of India in 1997, as an initiative to foster information technology (IT) and management education in India.

ABV - Indian Institute of Information Technology and Management, Gwalior has entrusted the procurement consultancy assignment for supply & Installation of furniture and other related items to EdCIL for its Visitor Hostel and Guest House etc.

Online Bids are invited through e-procurement from eligible bidders for Supply & Installation of furniture & related items' at ABV - Indian Institute of Information Technology and Management, Gwalior on behalf of ABV-IIITM, Gwalior.

**B. SCOPE**

**The Project consist of:**

- (a) Supply of the furniture & other related items at ABV - Indian Institute of Information Technology and Management , located at Morena Link Road, Gwalior Madhya Pradesh as per requirement given in **Annexure A**.
- (b) Installation of furniture items at the said location.
- (c) Comprehensive on-site support for a period of 12 months from the date of installation for all the items supplied.

**C. DEFINITION**

- (a) "PURCHASER" shall mean ABV - Indian Institute of Information Technology and Management, Gwalior herein referred to as ABV-IIITM, Gwalior.
- (b) "PROCUREMENT CONSULTANT" shall mean EdCIL (India) Ltd. (EdCIL).

- (c) "SUPPLIER" shall mean the person, firm or corporation to whom the Purchase Order is issued.
- (d) "ORDER" shall mean the Purchase Order and its attachments and exhibits.
- (e) "GOODS" and/or "MATERIALS" shall mean the articles, materials, furniture items, supplier's drawings, data and other property and all services-including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.
- (f) "BIDDER" shall mean the person, firm or corporation, who choose to participate in this requirement and submit competitive quote for the individual Schedule of Requirement(s).
- (g) "CONSIGNEE" shall mean ABV - Indian Institute of Information Technology and Management , located at Morena Link Road, Gwalior Madhya Pradesh, where the furniture items are to be supplied & installed.

**D. INSTRUCTIONS TO BIDDER**

1. The bids are to be submitted through online method only under Two Cover Bid procedures. The Bidders are required to upload First Cover i.e. Technical Bid consisting of document as specified in Instruction to bidders (Clause no 1 to 37), and Second Cover i.e. Financial Bid Consisting Price Schedule for all the items.
2. The Bidders shall upload the Bid through e – tendering system only. No other mode of submission is permitted.
3. Bid documents may be downloaded from the <https://edcil.procuretiger.com> .

4. The bidder shall bear all costs associated with the preparation and submission of their bid, and EdCIL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
5. The bidder shall examine all Instructions to Bidder, Conditions of Contract, Technical Specifications, Qualification Criteria and Annexures of the Bid documents. Failure to furnish all information required as per the Bid documents or uploading of a Bid not substantially responsive to the Bid documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.
6. The bidders have to register themselves (One time registration) on EdCIL's e-procurement portal to submit their bids. The Bidder once registered can participate in any of the EdCIL's tenders.

Vendor registration can be done by any authorized person of a company, who possesses the following:

- I. Digital Signature Certificate (DC) issued by a Certifying Authority in India.
- II. Company email id for communication.

Digital Signature Certificate is essential to Login to EdCIL's e-Procurement portal and to submit bids. Vendors may get registered with a valid DC. Those who have already registered on the portal may login to the portal periodically for viewing Tenders carrying on bidding process.

7. The detailed Technical Specifications of the items and accessories proposed to be procured under the said project are provided in **Annexure B**.
8. The bidder may quote nationally/internationally accepted equivalent specifications, which ensure equal or higher quality than the specifications, mentioned in the Technical Specifications at **Annexure B**.

9. Only Original Equipment Manufacturer (OEM) or authorized dealer/ agency of Original Equipment Manufacturer (OEM) should apply against this invitation for bid. In case of the bidder, offering to supply goods under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide Manufacturer's Authorization Certificate strictly as per format at **Annexure C**. Bids submitted without authorization certificate as per **Annexure C** will be summarily rejected. Manufacturing Authorization Certificate is required as per format at **Annexure C** for all the items as mentioned in **Annexure A**.
10. The bidders must read and understand the qualification/ eligibility criteria specified at **Annexure D** and must ensure that they meet the prescribed criteria.
11. **The Earnest Money Deposit (Must be attached with Part-I, i.e, Technical Bid)**

The bid must be accompanied with an Earnest Money Deposit (EMD) of **Rs. 27,000.00 (Rupees Twenty Seven Thousand only)**. The EMD should be in the form of Demand Draft / Bank Guarantee valid for a period of 135 days from the date of opening of the technical bids (Part – I) on any Nationalized Bank in favour of EdCIL (India) Limited payable at Delhi / New Delhi failing which the bid would be rejected.

The bidder shall upload scanned copy of Demand Draft / Bank Guarantee towards EMD along with Technical Bid. Bidder must submit the requisite EMD in physical form in the Office of Deputy Manager (Procurement), EdCIL House, 18-A, Sector-16-A, Noida (U.P) before **10.03.2015 upto 14.00 hrs**. Any tender without submission of requisite EMD in physical form will be rejected out rightly.

In the case of bidders whose bids are not considered for placing order, the Earnest Money Deposit will be refunded without any interest within one month from the date of issue of Purchase Order to the successful bidder. The EMD of successful bidder would be returned without interest within 15 days after submission of required Performance Guarantee.



12. The complete bid documents will be available at Ed.CIL's Website (www.edcilindia.co.in) for the purpose of downloading. The bidder has to submit the bid fees amounting to Rs. 1000/- towards bid fees in the form of demand draft in favour of EdCIL(India) Ltd. payable at Delhi/New Delhi.

The bidder shall upload scanned copy of Demand Draft towards Bid Fees along with Technical Bid. Bidder must submit the requisite Bid fees in physical form in the Office of Deputy Manager (Procurement), EdCIL House, 18-A, Sector-16-A, Noida (U.P) before **10.03.2015 upto 14.00 hrs.** Any tender without submission of requisite Bid fees in physical form will be rejected out rightly.

13. All SSI Units having valid registration certificate with NSIC for items mentioned at **Annexure 'A'** may be exempted from submission of EMD and Bid Fee, but they have to submit the requisite valid registration & exemption certificate issued by NSIC. If they fail to submit the required certificates, the bids submitted by them will be summarily rejected.
14. The bidders must provide a certificate indicating their adherence to all the clauses of the bid as per format in **Annexure E.**
15. The bids should be submitted through online method only under Two Cover Bid procedures.

The Bidders are required to upload First Cover i.e. Technical Bid consisting of document as specified in Instruction to bidders (Clause no 1 to 37),

Second Cover i.e. Financial Bid Consisting Price Schedule for all the items.

16. A prospective bidder requiring any clarifications in the bid documents may notify to the Deputy Manager (Procurement), EdCIL (India) Limited, EdCIL House, 18A, Sector 16A, Noida in writing through letter or fax at the EdCIL's mailing address. EdCIL will respond in writing to any request for clarification of the bid document, which it received **not later than 02.02.2015.**

17. Bids received through Telex, cable or facsimile will be rejected.
18. The bids must be uploaded by the Bidders not later than **10/03/2015 upto 1400 hrs** on the e-procurement portal.
19. Bids cannot be uploaded by the Bidders after the deadline for uploading of Bids (on the e –procurement portal).

20. **Documents Constituting the Bid**

The Bid prepared by the bidder shall comprise the following components and shall be uploaded in two covers containing the documents as follows:

- I. **First Cover: (Technical Bid)** – The bidder has to upload the scan copy of the following documents along with Technical Bid:
  - (a) Demand Draft / Banker Chques amounting to Rs. 1000.00 in favour of EdCIL (India) Limited payable at Delhi / Noida towards Bid Document fees.
  - (b) Demand Draft / Bank Guarantee amounting to Rs. 27,000.00 in favour of EdCIL (India) Limited payable at Delhi / Noida towards EMD.
  - (c) Manufacturing Authorization Certificate as per Annexure C of the bid document (Only in case of bid submitted by authorized dealer)
  - (d) Annual Average Turnover statement for preceding three Financial years 2011-12, 2012-13 and 2013-14 certified by Auditor / Chartered Accountant.
  - (e) Balance Sheet and Profit and Loss Account for preceding three financial years 2011-12, 2012-13 & 2013-14 duly certified by the Chartered Accountant / Auditor.

**Supply & Installation of Furniture Items at ABV-IITM, Gwalior (M.P)**

- (f) Bank Solvency Certificate not less than Rs. 3.50 lakh (Not exceeding 6 months before the publication of advertisement).
- (g) Documentary evidence towards details of work executed in accordance with Clause No 5 of the Qualification Criteria Annexure D.
- (h) Certificate of Incorporation / Memorandum of Association / Article of Association signed by the Registrar of Companies (ROC) and in case of Proprietor/Partnership Firm registration of firm and VAT registration.
- (i) Undertaking towards nonblack listing as per Annexure-O of the bid document.
- (j) Pre-Integrity Pact as per Annexure P of the bid document.
- (k) Valid registration certificate towards SSI unit issued by NSIC/ MSME for exemption of submission of Bid Fees and EMD (to be submitted in case of bidder is SSI unit).
- (l) The registration number of the firm along with PAN No, TIN No, Service Tax No, VAT No, CST, with Sales tax Authorities / VAT Registration, Excise etc.
- (m) Photographs, product literature of all the items quoted.
- (n) Environmental Pollution Clearance Certificate (Air & Water) issued by concerned department.

**II. Second Cover: (Financial Bid)**

Prices shall be mentioned as per the stipulated format available in the e-portal system only.

21. The Bid document shall have signature on all pages including the annexure by the authorized signatory. The Documents uploaded should be signed by the authorized signatory clearly visible failing which such documents shall not be considered.
22. The originals of all the documents uploaded under Technical Bid shall be produced for verification on the day of opening of the Technical Bid or any day from the day of intimation from this office.
23. In case, it is found that the Agency has submitted the false/fake documents/ information during the Bidding process then the Agency shall be banned to participate in the tendering process in EdCIL for 5 years.
24. If the information submitted/provided by the bidder found false at any stage i.e during the bidding process and after the placement of Purchase Order, EdCIL (India) Limited (EdCIL) will have full right to cancel the Purchase Order and forfeit the Earnest Money Deposit (EMD) and Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by bidder besides any legal action by Ed.CIL, which may be deemed fit at that point of time.
25. If after award of work, it is found that the Agency has submitted the false/fake documents during the Bidding process then the Agency shall not be entitled for any payment towards issued Purchase Order and the issued Purchase Order shall stand cancelled.
26. **Bid Opening**

- I. **Opening of First Cover (Technical Bid)**

EdCIL will open/unlock the First Covers of all Bidders uploaded through e-tendering system on 10/03/2015 at 1500 hrs, in the presence of Bidders' representatives who choose to attend the bid opening meeting, as per schedule mentioned in the bid document.

The Bidders' representatives who are present shall produce authorization letter and shall sign a register evidencing their

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

**II. Opening of Second Cover (Financial Bid) of Qualified Bidders:**

All Technically Qualified Bidders will be informed separately through e-tendering system / letter intimation for opening of financial bid.

27. Bids should be valid for a minimum period of 90 days from the date of bid opening.
28. Any Conditions mentioned by the bidder will not be binding on EdCIL. All the terms and conditions for the supply, testing, training maintenance and acceptance, payment terms, penalty, etc. will be those mentioned hereinafter and no change in the terms and conditions by the bidder shall be acceptable. Conditional bids shall be summarily rejected.
29. The Registration Number of the firm along with the PAN No. /TIN No./Service Tax No./LST/CST/VAT No./PF No./Excise No. allotted by the Tax Authorities should invariably be given in the bid.
30. A performance statement, highlighting at least five largest contracts with satisfactory performance (with supporting documents) executed during the last three years of similar products, must be submitted by the bidder as per **Annexure F**.
31. Bidder must quote for all the items, quantities and services specified in the package on the single responsibility basis, failing which the bid would be rejected. The bid would be evaluated based on the Total Cost of the Package.
32. The bidder must upload Photograph, printed product literature on technical specifications of the model offered for each and every item quoted.

33. EdCIL reserves the right at the time of issue of Purchase Order to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Bid without any change in final unit price or other terms and condition.
34. A duly constituted Techno-commercial Evaluation Committee (TEC) will shortlist the Bids on the basis of technical and commercial parameters including possible visit to inspect manufacturing facilities, if considered necessary. EdCIL reserves the right to test the product with any specified Test System. EdCIL also reserves the right to check the credentials of Bidder with any one or more of the previous employers.
35. **Pre-Bid Conference**

The bidder or his official representative is advised to attend a pre-bid conference on 03.03.2015 at 1500 hrs. at the office of :

Deputy Manager (Procurement),  
EdCIL (India) Limited,  
EdCIL House, 18 A, Sector 16A,  
NOIDA – 201 301 (U.P)  
Phone: 0120 2515374, 2512001-06  
Fax: 0120 2515372  
Email: procurement@edcil.co.in

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

The bidder is requested to submit any queries in writing by fax followed by post copy in confirmation so as to reach EdCIL not later than 02.03.2015.

Queries relevant to the Bid Documents shall be addressed to the Deputy Manager (Procurement), EdCIL. Reply to the bidder's queries will be made by the EdCIL(India) Ltd.

Any modification of the bid documents which may become necessary as a result of the pre-bid conference shall be made by EdCIL exclusively through the issuance of an Addendum (or Addenda) and not through the

minutes of the pre-bid conference. Addenda will be treated as part of bid document.

36. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees One Hundred Only) regarding their non-blacklisting in any of the government department and public sector undertaking /enterprise in India and central vigilance commission during the last three financial years (2011-12; 2012-13; 2013-14) as per **Annexure O**.
37. The bidder shall execute the integrity deed with EdCIL as per **Annexure P**.

#### **E. CONDITIONS OF THE CONTRACT**

1. Within 10 days of receipt of the Purchase order, the Supplier shall furnish one performance security of 10% of contract value valid for 15 months from the schedule date of completion of the assignment, failing which EMD of the same will be forfeited & the contract will be cancelled.

The above performance security should be in the form of Bank Guarantee in favour of EdCIL(India) Ltd issued by only a Nationalized Bank located in India, as per format given in **Annexure G**.

Alternatively, supplier may submit the performance security in form of Demand Draft equivalent to 10% of the contract value in favour of EdCIL (India) Limited, payable at Delhi / New Delhi.

If the supplier fails to fulfill his/their obligations as per the conditions of the Purchase Order, EdCIL shall be well within its right to encash the performance security. The proceeds so received shall be used to indemnify the losses suffered by EdCIL / ABV-IIITM, Gwalior. Supplier shall also enter into the Contract with EdCIL on behalf of ABV-IIITM, Gwalior as per the format given at **Annexure H**.

The supplier also needs to submit two copies of Purchase Orders duly signed and sealed by the authorized representative of the supplier along with the aforesaid bank guarantee.

**2. Sample Approvals**

A pre-shipment inspection will be undertaken by the Purchaser/ Procurement Consultant at the place of manufacturing of the items / suppliers works. The time taken for pre-shipment inspection is inclusive of the scheduled completion time of the delivery & installation of the equipments. Only the equipment certified by the Purchaser/ Procurement Consultant shall be dispatched to the consignee.

**3. Warranty**

The bidder shall provide 12 months Warranty (on the site and comprehensive) on all items from the date of installation and shall be responsible for any defects that develop in the furniture as per **Annexure A**. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.

The Supplier is responsible for all packing, unpacking, assembles, installation of units. The Supplier will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period.

**4. Price**

(a) Terms of price shall be in Indian rupees inclusive of duties, packing, forwarding, transportation, & installation at designated site (ABV-IIITM, Gwalior), providing 12 months Warranty (on the site and comprehensive) for all items as per **Annexure A** alongwith applicable taxes and levies.

(b) The bidder shall indicate on the Price Schedule in the e-portal system the unit prices and total Bid prices of the item it proposes to supply under the Contract. However, Bidders shall quote for the complete requirements of Furniture and services specified under each item on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.



- (c) Prices quoted by the bidder shall be fixed during the Contract period and not subject to variation on any account. A Bid uploaded with an adjustable price quotation will be treated as non-responsive and rejected.
5. The bidder shall furnish weekly report on the progress of the Project regarding delivery & installation of the furniture items.
  6. It is the sole responsibility of the bidder to upload all documents asked under various clauses of the bid document. If the documents asked for are not submitted along with the bid it would be presumed that those documents are not available with the bidder and appropriate decision including rejection of bid would be taken by EdCIL accordingly.
  7. The supplier shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During the execution of the Contract, the supplier shall abide by all existing enactments on environmental protection, regulations, notifications, and bye-laws of the State or Central Government and rules made there under time to time.

8. The bidder has to submit Environmental Protection measures being undertaken at its premises for production of items.
9. The bidder has to submit Environmental Policy / Consents (Air, Water & Authentic of hazardous waste if available.
10. In case of any increase in the statutory taxes / levies beyond the original completion period shall to the born by the supplier except for force majeure condition or the reason not attributable to the supplier. However the benefit of reduction in taxes during the extended delivery schedule shall be pass on to EdCIL.

**11. Duration**

The items covered under this invitation are required to be delivered & installed at Consignee's place within 30 days from the date of start of work. The date of start of work shall be considered from 10<sup>th</sup> day from the date of issue of Purchase Order. No credit will be given to earlier deliveries. **Bids in which bidder has stipulated to complete the assignment beyond 30 days will be summarily rejected.**

**12. Payment Terms**

Payment for Goods and Services shall be made by EdCIL (India) Limited in Indian Rupees as follows:

- ☐ **On Delivery: 70%** of the total cost of the contract price towards complete delivery of all the materials in the assignment against submission of Bank Guarantee of 70% of the value of purchase order, issued by Nationalized Bank and valid for Four months as per format given in **Annexure N**. The amount shall be paid by EdCIL within 30 days on receipt of goods and upon submission of documents specified as under:
  - i) 3 copies of the supplier's invoice showing contract no, model No, Origin, goods description, quantity, unit price, total amount.
  - ii) Acknowledgement of receipt of goods in originals from consignee in the format given in **Annexure I**.
  - iii) Manufacturers / supplier's warranty certificates.
  - iv) Copy of Bilty
  
- ☐ **On final Acceptance:** The remaining 30% of the contract price shall be paid to the supplier within 45 days after submission of original acceptance report issued by the Consignee (Head of Institution / Head of Department / Authorized Representative) as per format mentioned in **Annexure J** for the respective installation along with the invoice.

**13. Technical Compliance**

Bidder must submit a technical compliance statement as per **Annexure K**.

**14. Delay and Non Conformance**

**☐ Delivery and Installation**

If the supplier fails to Install any or all of the goods within the period specified in the Purchase Order, EdCIL shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the goods delayed until actual delivery upto a maximum deduction of 10% of the aggregated Contract Price.

It is explicitly agreed by and between the parties hereto that the above referred damages are towards pre-estimated losses in the nature of being beyond quantification to the mathematical exactitude likely to be caused to end user/EdCIL on account of loss of productivity / efficiency/goodwill etc., due to the nature of use of the said supply material.

It is further agreed that any and all sum(s) towards liquidated damages above referred shall be rightfully deducted and with held by EdCIL (India) Limited from the sum(s) payments(s) due to Supplier.

Upon default of supplier to the maximum permissible limit aforementioned, EdCIL (India) Limited shall have all rights to terminate the Contract without any liability including but not limited to cancellation charges and to have all rights to encash the performance guarantees(s) submitted by supplier.

**☐ Services during warranty period**

a) The maximum response time for maintenance complaint during warranty period (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours (excluding Sunday & National Holiday).

- b) The period for correction of defects in warranty/ AMC period is 72 hours.
- c) In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement.

In case the rectification of defects is not carried out within 72 hours and replacement of defective items are not provided, a penalty of sum equivalent to 2.5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 10%). Subsequently, the rectification may, at entire discretion of Consignee, be carried out by the consignee at entire risk and costs of supplier. The cost of said replacement/ repairs along with incremental deduction @ 10% over and above such costs so incurred shall be recovered from Supplier, including but not limited to the appropriation of sum(s) / payment(s) due to Supplier/encashment of the performance security submitted by the supplier. Balance of amount, if any, standing to the credit of supplier upon recovery of expenses/loss(es) so incurred due deficiency in services / breach of promise on part of supplier sue its default, shall be paid to the Supplier upon completion of the term of Warranty/obligations of warranty. It is explicitly agreed by and between the parties hereto that the above referred deductions / penalty / damages are towards genuine pre-estimated losses in the nature of being beyond quantification to the mathematical exactitude to be caused to Consignee/ EdCIL on account of loss of productivity / efficiency / goodwill etc. due to the nature of use of the said supply material.

**15. Packing and Marking**

- (a) All packing should be strong enough to withstand rough handling during loading unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.

- (b) All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.
- (c) Attachments and spare parts of furniture and all small pieces shall be packed with adequate protections and wherever possible should be sent along with the major furniture items. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated
- (d) All protection and threaded fittings shall be suitably protected and covers shall block the openings.

**16. Substitution And Wrong Supplies**

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the supplier at their own cost and risk.

**17. Insurance, Freight And Deliveries**

- i) The Supplier shall make all arrangements towards safe and complete delivery at ABV-IITM, Gwalior, Morena link Road, Madhya Pradesh. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.
- ii) It is the total responsibility of Supplier to make all arrangements towards safe and complete delivery of items / equipments at ABV-Indian Institute of Information Technology and Management, Gwalior located at Morena Link Road, Gwalior Madhya Pradesh.

The supplier shall also take care of transit insurance, comprehensive insurance or any other insurance which have direct bearing on the delivery of the items / equipments at ABV-IITM, Gwalior.

It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to ABV- ABV-Indian

Institute of Information Technology and Management, Gwalior located at Morena Link Road, Gwalior Madhya Pradesh.

- iii) The bidder shall ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at ABV-IIITM, Gwalior. The transportation of goods through unregistered common carrier is illegal. The bidder shall comply the carriage by Road Act 2007.
- iv) The supplier will keep EdCIL informed about various stages of deliveries & installation.

**18. Arbitration and Settlement of Disputes:**

EdCIL / ABV-IIITM, Gwalior and the SUPPLIER shall make every effort to resolve amicably by direct informal negotiation any difference or dispute arising between them under or in connection with the EdCIL order.

If after thirty (30) days from the commencement of such informal negotiations, EdCIL / ABV-IIITM, Gwalior and the SUPPLIER have been unable to resolve amicably the dispute; either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

- (a) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The arbitrator shall be the Chairperson and Managing Director, EdCIL or any other person appointed/nominated by him.
- (b) The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the Service Provider is specifically directed by EdCIL to desist from working in this behalf.

- (c) The venue of arbitration shall be Delhi.
- (d) The language of proceedings shall be English.
- (e) The Law governing the substantive issues between the parties shall be the Laws of India.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitration shall be deemed to have commenced on the date the arbitrator issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

**19. Law Governing Purchase Order**

The EdCIL's Purchase Order shall be, in all respects, construed and operate as per Indian Contract and in accordance with Indian Laws in force for the time being and is subject to the jurisdiction of Delhi Courts.

**20. Force Majeure**

For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the EdCIL/ABV-IIITM, Gwalior in writing of such conditions and the cause thereof. Unless otherwise directed by the EdCIL in writing, the Supplier shall continue to perform its obligations under the Purchase Order.

Any period within which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to time during which such party was unable to perform such action as a result of force majeure.

**Annexure – A**

**SCHEDULE OF REQUIREMENT**

**Bid Security/ Earnest Money Deposit: Rs. 27,000.00**

**Delivery & Installation: 30 days**

<b>S.No</b>	<b>Item</b>	<b>Qty.</b>	<b>Unit</b>
1.	Double Bed	15	Nos.
2.	Centre Table (Small)	15	Nos.
3.	Corner Table	15	Nos.
4.	Bain Marie	04	Nos.



**ANNEXURE-B**

**Technical Specification**

<b>S.No</b>	<b>Item</b>	<b>Qty.</b>
1.	<p><b><u>Double Bed</u></b></p> <p>Supply &amp; fixing Double bed without box of an overall size 1800(L)x1800(B)x450(H). The Head side of 900mm height &amp; foot side of 500mm height are made up of 36mm (18+18) commercial board with half round postformed edge on top surface with 0.6mm postforming laminate. The sides of 300mm height are made up of 18mm commercial board with half round postforming edge on top surface. The base is made of 12mm commercial ply supported with wooden battens. All exposed edges are sealed with PVC edge banding tape and unexposed edges sealed with 0.6mm PVC edge banding tape pressed at 200o C with hot melt glue on special machines.</p>	15
2.	<p><b><u>Centre Table (Small)</u></b></p> <p>Providing and supplying center table of an overall size 900x450x450 having top made of 12mm thick beveled glass and understructure made of 18mm thick prelaminated particle board and having all exposed edges sealed with PVC edge banding tape as per salient technical features, specification, drawing &amp; direction of Engineer-In-Charge .</p>	15
3.	<p><b><u>Corner Table</u></b></p> <p>Providing and supplying Comer table of an overall size 450x450x450 having top made of 12mm thick beveled glass and understructure made of 18mm thick prelaminated particle board and having all exposed edges sealed with PVC edge banding tape as per salient technical features, specification, drawing &amp; direction of Engineer-In-Charge .</p>	15
4.	<p><b><u>Bain Marie</u></b></p> <p>Supply of Hot Water Bath Food Serving Counters/Bain Marie having dimension of 2400mm x 800mm (Length x breadth) and including the following specifications: The Bain Marie should have capacity of holding 7 containers (6 hot and 1 normal) of each having capacity of 16-20 L. The Bain Marie unit, containers and their covers should be made of stainless steel 304 (SS) (thickness 1.6 mm). The unit should be supported on stainless steel legs (40 mm) and wheels at the bottom. The unit should be covered on three sides (front, left and right) and one shelf at the bottom on the rear side. For serving food, it should have a horizontal tray slide of width 350 mm made of stainless steel pipes and 250 mm below the tray slide there should be stainless steel plate of width 350 mm to arrest food from falling on the floor. The unit should have water bath heating and the element to be used is of 4 KW-6 KW, temperature 0-100°C thermostatically controlled and glass wool insulated. It should have a valve for wastewater outlet. The total height of Bain maries should be 915 mm, the length and width should be according to the placement of containers (2400 mm X 800 mm). There may be small variation in size for different manufacturer.</p>	04

**Annexure – C**

**MANUFACTURER AUTHORIZATION FORM**

No. \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

Bid No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturer of \_\_\_\_\_ (*name and description of goods offered*) having factories at \_\_\_\_\_ (*address of factory*) with factory registration no. ----- do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full warranty as per Clause 3 of the Conditions of Contracts, for the goods and services offered for supply by the above firm against this Invitation for Bid.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer or OEM and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

**Annexure – D**

**QUALIFICATION CRITERIA**

**(Documents must be provided in support of the following other wise bids will be summarily rejected)**

1. Bidder must be in the field of supply of furniture items for last three years (2011-2012, 2012-2013 & 2013-2014).
2. Only authorized dealer/ agency of Original Equipment Manufacturer (OEM) or OEM should apply against this invitation for bid. In the case of the bidder, offering to supply goods under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide Manufacturer's Authorization Certificate strictly as per format at **Annexure C**. Bids submitted without authorization certificate as per **Annexure C** will be summarily rejected. Authorization certificate is required for all the items as mentioned in **Annexure A**.
3. The average turnover of the bidder quoting for the bid should be **Rs. 105.00 Lakhs** during the last three financial years (2011-2012, 2012-2013 & 2013-2014). In this regard, the bidder shall submit audited Balance sheets including profit and loss accounts for the last three financial years as above.
4. Bidder must submit latest Bank Solvency Certificate (not exceeding 6 months before the date of publication of advertisement) not less than of **Rs. 3.50 lakhs**.
5. Firm must have executed atleast :  
One single order of furniture items having value of **Rs. 7.00 Lakhs**  
(OR)  
Two orders of furniture items having value of **Rs. 4.40 Lakhs**  
(OR)  
Three orders of furniture items having value of **Rs. 3.50 Lakhs**  
{The above said orders should have been undertaken in the last three years}
6. If the bid is submitted by OEM, then OEM have to submit the valid Air & Water Pollution certificate issued by the concerned department and if the bid is submitted by authorized dealer of OEM then authorized dealer have to submit the valid Air & Water Pollution certificate of the OEM.

7. The bidder must submit his / their details / acceptance on commercial terms as per **Annexure L**.
8. The bidder must submit his / their details / acceptance on technical compliance as per **Annexure K**.
9. Bidder must submit the following information along with supporting documents:-
  - (i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
  - (ii) Details of Service Centres and service support facilities from where services would be provided during and after the warranty period.

Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL/ ABV-IIITM, Gwalior.

Annexure – E

**COMPLIANCE STATEMENT FOR VARIOUS CLAUSES IN BID**

Bid No.-----

<b>S. No.</b>	<b>Clause Number in the bid</b>	<b>Please mention Agreed /Not Agreed</b>	<b>Remarks</b>
1.	<b>A – Instruction</b>		
2.	<b>B – Scope</b>		
3.	<b>C – Definition</b>		
4.	<b>D- Instruction to Bidders Clause 1 to 37</b>		
5.	<b>E- Conditions of Contract clause 1 to 20</b>		
6.	<b>Annexure A to Annexure P</b>		

**Annexure – F**

**PROFORMA FOR PERFORMANCE STATEMENT (FIVE LARGEST CONTRACT IN A PERIOD OF LAST THREE YEARS)**

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours

Name of the Firm \_\_\_\_\_

---

<u>Order placed By (full address Of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery As per Contract</u>	<u>Actual</u>	<u>Remarks indicated reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from The Purchaser/Consignee)</u>
1	2	3	4	5	6		7 8
<hr/>							

---

Signature and seal of the Bidder \_\_\_\_\_

**Annexure – G**

**PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 2015 to supply..... (Description of Goods 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 Nationalized bank for the sum specified therein as security for compliance with 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 ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2015.

Signature and Seal of Guarantors

.....  
.....

Date.....2015.

Address:.....

.....  
.....

**Note:** *The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred only). The non-judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication*

**Annexure – H**

**CONTRACT FORM**

**THIS AGREEMENT** made the ..... day of ....., 2015 Between .....  
(Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf  
of ABV-IITM, Gwalior of the one part and ..... (Name & address of Supplier)  
..... (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchase is desirous that certain Goods and ancillary services viz.,  
..... (Brief Description of Goods and Services) and has accepted a bid by  
the Supplier for the supply of those goods and services in the sum of .....  
(Contract Prize 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 constructed as part of this Agreement, viz.,
  - [a] the Price Schedule submitted by the Bidder;
  - [b] the Schedule of Requirements;
  - [c] the Conditions of Contract
  - [d] the Purchaser's Notification of Award/ Purchase Order
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 herein 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 prices 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:

S.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 ..... (For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

**in the presence of .....**

**FORM - A**

**DELIVERY CERTIFICATE**

(to be completed by the Consignee)

1. The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the furniture. It is certified and acknowledged that the same have been received at this Institution in good condition.

Sl. No.	Sl. No. (As per Purchase Order)	Description of Equipment	Origin	Model & Make	Quantity

Please make appropriate column, as per requirement.

2. The furniture items as per details given below was/were received in damaged conditions and therefore are not acceptable. These damaged goods/equipment have been returned to the supplier and supplier is required to supply the new equipment in lieu of damaged one.

**Details of the Goods/Equipment received in damaged condition**

Sl. No.	Sl. No. (As per Purchase Order)	Description of Equipment	Origin	Model & Make	Quantity

Date : \_\_\_\_\_

(Signature of the issuing official)  
Authorized Official, ABV-IITM, Gwalior

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Rubber Seal of the Institution

Received the Acknowledgement Certificate

Date : \_\_\_\_\_

Signature of Supplier or his Authorized Representative  
Name : \_\_\_\_\_

Annexure - J

FORM FOR ACCEPTANCE OF GOODS/EQUIPMENT AT SITE

FORM – B

INSTALLATION CERTIFICATE

(to be completed and issued by the Consignee)

**Note :** In case of need, a fresh form on these lines may be prepared & issued by Consignee. 2 copies of this certificate to be provided to Supplier.

1. The following goods/equipment, supplied by the Supplier at this Institute have been successfully installed by the Supplier.

Sl. No.	Sl. No. (As per Purchase Order)	Description of Furniture with specifications	Origin	Model & Make	Quantity

2. The Supplier has fulfilled his contractual obligations related to supply & installation of the furniture items.

or

3. The Supplier has not fulfilled his contractual obligation with regard to following. (mention here **deviation**, if any, related to successful installation.)

- (a)  
(b)  
(c)

Date : \_\_\_\_\_ (Signature of the issuing official)

**ABV-IIITM, Gwalior**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Rubber Seal of the Institution

Received the Acceptance Certificate

Date : \_\_\_\_\_ Signature of Supplier or his Authorized Representative

Name : \_\_\_\_\_

**Annexure- K**

**TECHNICAL COMPLIANCE STATEMENT**

Bid No.-----

S. No.	Technical Specification of the equipment asked in the bid	Technical Specification of the equipment offered by the bidder with Model No.	Remarks

**Note: Bidder must give the Model No. of each furniture items quoted along - with original literature**

**Annexure – L**

**Acceptance of Commercial Terms**

S. No.	Description	Yes/No with Page No.
1.	Whether bidder has uploaded and submitted the bid fee or not?	
2.	BID SECURITY Whether the bidder has uploaded and submitted the Bid Security as per format of the Bid Security form?	
3.	Amount of Bid Security as per bid requirement or not?	
4.	Form in which Bid security enclosed (Bank Guarantee/Demand Draft). If the Bid security is submitted in the form of Bank guarantee it should be as per format given in <b>Annexure – N</b> . The Bank Guarantee should be issued on judicial stamp paper of Rs.100/- and Stamp Paper should be purchased in the name of Bank issuing the Bank Guarantee.	
5.	Date of issue of Bank Guarantee/Demand Draft	
6.	Validity of the Bank Guarantee (if submitted) 135 days from submission of bid or not?	
7.	Bid validity 90 days or not?	
8.	If bidder is an agent, whether the authorization certificate as per performa at <b>Annexure – C</b> attached or not?	
9.	Legal Status / Constitution of firm (any document & partnership deed etc.)	
10.	Details of Service Supports/Closest Service Station from where service would be provided during warranty period	
11.	Whether the bidder has quoted for all the items in the Schedule?	

<b>S. No.</b>	<b>Description</b>	<b>Yes/No with Page No.</b>
12.	Whether warranty of furniture items as per bid quoted or not?	
13.	Whether price as per Financial Bid (Part –II; Annexure Q) quoted or not?	
14.	Whether delivery period and installation period as per bid agreed or not?	
15.	Payment terms as per bid agreed or not?	
16.	Undertaking as per Annexure O uploaded or not ?	
17.	Integrity Deed as per Annexure P uploaded or not ?	
	<b>QUALIFICATION CRITERIA</b>	
18.	Audited Balance sheets including profit and loss statements for the last three financial years (2011-2012, 2012-2013 & 2013-2014) to fulfill the requirements of equipment turnover as per bid qualification criteria uploaded or not?	
19.	Bank Solvency ( <i>not exceeding 6 months before the date of publication of this advertisement</i> ) as per bid requirement uploaded or not?	
20.	Copies of past order details to fulfill the requirement of past order as per qualification criteria uploaded or not?	

**Annexure – M**

**BID SECURITY FORM (Earnest Money Deposit)**

Whereas ..... (*hereinafter called "the Bidder"*) has submitted its bid dated ..... (*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto ..... (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2015.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

\_\_\_\_\_  
*Name of Bidder*

**Annexure – N**

**FORMAT OF THE BANK GUARANTEE FOR PAYMENT AGAINST DELIVERY TO THE SUPPLIER**

**Note: This Guarantee should be executed on non-judicial paper of appropriate value.**

WHEREAS EdCIL (India) Limited (Ed.CIL), (hereinafter referred to as 'EdCIL') which expression shall unless repugnant to the context include its legal representatives, successors and assigns, have issued a Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the 'Purchase Order') on behalf of **ABV-IIITM, Gwalior** on M/s \_\_\_\_\_ (hereinafter referred to as the 'Supplier') which expression shall unless repugnant to the context, include its legal representatives, successors and assigns, for the design/supply of equipment/items.

AND WHEREAS, one of the conditions of the Purchase Order placed on the Supplier is that EdCIL should payment make of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 70% of the delivered goods as per the terms and conditions of Purchase Order against an indemnity in the form of a Bank guarantee from a Nationalized Bank in a form acceptable to EdCIL.

AND WHEREAS, at the request of the Supplier, EdCIL has agreed to accept a Bank Guarantee from \_\_\_\_\_ (Bank Name) with Registered Office/ Corporate office at \_\_\_\_\_ and having a Branch office at \_\_\_\_\_ (hereinafter called the 'Bank').

NOW THIS GUARANTEE WITNESSETH that in consideration of EdCIL having at the request of the supplier agreed to accept a Bank Guarantee of the Bank in respect of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) required by supplier from EdCIL for the work stipulated in the Purchase Order, which figure of advance shall become reduced and extinguished as hereinafter set forth the Bank hereby indemnifies payment without protest or demur and without recourse to the supplier, to EdCIL up to the value not exceeding altogether a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount of the 100% (hundred) percent of the advance payment or such other unadjusted amount of the said advance. The decision of EdCIL as to whether the terms and conditions of this Guarantee have been fulfilled/observed shall be final and binding on the Bank. The said Bank agrees that the amount due and payable by the said Bank under this guarantee and the liability of the said Bank to pay EdCIL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Supplier and notwithstanding any legal proceeding pending in any Court or Tribunal relating thereto.



**Supply & Installation of Furniture Items at ABV-IITM, Gwalior (M.P)**

THE GUARANTEE HEREIN CONTAINED is not revocable by notice during the currency and will remain in full force until (a) payment has been made to EdCIL by the Bank of the aggregated amount payable herein under or (b) the said advance has been fully adjusted and extinguished, as hereafter set forth, whichever is earlier. Out of the gross amount of the advance against delivery of the Goods, shall be adjusted by Ed.CIL only after successful installation of the equipment at schools/sites indicated in the Purchase Order. Our liability under this Guarantee is restricted to Rs.\_\_\_\_\_ (Rupees ---- only).

UNLESS PREVIOUSLY CANCELLED BY EDCIL, the Bank Guarantee will remain in force upto \_\_\_\_\_ months from the date of issue of the Guarantee i.e. upto \_\_\_\_\_ and will stand automatically cancelled on the expiry of the said period unless mutually agreed upon that the Guarantee shall continue for a period longer than contemplated hereunder. Unless demand or claim under this Guarantee is made on us in writing within two months from the date of expiry of this Guarantee all the rights of EdCIL against us hereunder shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.

EdCIL shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Purchase Order or the advance or to extend time of the performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Purchase Order or the advance of securities available to Ed.CIL and the said Bank shall not be released from its liability under these presents by any exercise by Ed.CIL of the liability with reference to the matters aforesaid or by reasons of time being given to the said Supplier or any other forbearance, act or omission on the part of Ed.CIL or any indulgence by Ed.CIL or to the said Vendor of any other matter or thing whatsoever which under the law relating the sureties would but for these provisions have the effect of so relating the Bank from its such liability.

It shall not be necessary for Ed.CIL to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Ed.CIL may have obtained or may obtain from the Supplier at the time when proceedings are taken against the Bank for the amount outstanding or unrealized.

We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of EdCIL in writing and agree that any change in the constitution of the said Supplier or the said Bank shall not discharge our liability hereunder:

The Bank declares that it has the power to issue the Guarantee under Banking Regulations 1959 and the undersigned has full powers to do so on behalf of the Bank.

In witness whereof we, (name of the Bank), have said and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_.

Witness:        1. \_\_\_\_\_  
                     2. \_\_\_\_\_

Yours faithfully,  
**For (Name of the Bank) with seal**

**Annexure – O**

**UNDERTAKING**

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been blacklisted/debarred in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last three financial year (2011-2012, 2012-2013 & 2013-2014).

If the above information found false at any stage after the placement of Purchase Order, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida (hereinafter called Procurement Consultant) will have full right to cancel the Purchase Order and forfeit the Earnest Money Deposit (EMD) and Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which may be deemed fit at that point of time.

Authorized Signatory

**Note:** *The undertaking regarding the non blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred Only).*

**Annexure – P**

**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2014, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part  
And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure (furniture & related items) and BIDDER/Seller is willing to offer / has offered the stores and/or award of furniture and related items as referred to in the tender document \_\_\_\_\_ dated \_\_\_\_\_

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a PSU performing its functions on behalf of the EdCIL (India) Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired said stores/equipment / items as referred to in the tender documents \_\_\_\_\_ dated \_\_\_\_\_ at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

**3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

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- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

**4. PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

Department in India that could justify BIDDER's exclusion from the bid process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY (SECURITY MONEY)**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. --- -----/- as Earnest Money with the EdCIL through any of the following instruments:

- (i) Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the EdCIL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the EdCIL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

- 5.2 The instrument for Earnest Money / Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.

**7. FALL CLAUSE**

- 7.1 The bidder undertakes that he has not quoted lower rate for item rate offered in the present rate prevalent on that particular date in respect of any other Ministry/Govt/PSU.

In case the same is found the difference amount to be recovered by EdCIL from the bidder.

**8. INDEPENDENT MONITORS**

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.



9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

11. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender \_\_\_\_\_ towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited  
Name of the Officer  
OFFICER  
Designation

BIDDER  
CHIEF EXECUTIVE

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2.

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

**PART-II (FINANCIAL BID)**

**Annexure – Q**

S.No.	Description	Unit	Qty.	Unit Price	Amount	Sale Tax (%)	Model No.	Total Amount(Inclusive of Taxes)
1.	<p><b><u>Double Bed</u></b></p> <p>Supply &amp; fixing Double bed without box of an overall size 1800(L)x1800(B)x450(H). The Head side of 900mm height &amp; foot side of 500mm height are made up of 36mm (18+18) commercial board with half round post formed edge on top surface with 0.6mm post forming laminate. The sides of 300mm height are made up of 18mm commercial board with half round post forming edge on top surface. The base is made of 12mm commercial ply supported with wooden battens. All exposed edges are sealed with PVC edge banding tape and unexposed edges sealed with 0.6mm PVC edge banding tape pressed at 200o C with hot melt glue on special machines.</p>	15	Nos.					
2.	<p><b><u>Centre Table (Small)</u></b></p> <p>Providing and supplying center table of an overall size 900x450x450 having top made of 12mm thick beveled glass and understructure made of 18mm thick pre-laminated particle board and having all exposed edges sealed with PVC edge banding tape as per salient technical features, specification, drawing &amp; direction of Engineer-In-Charge .</p>	15	No.					
3.	<p><b><u>Corner Table</u></b></p> <p>Providing and supplying Corner table of an overall size 450x450x450 having top made of 12mm thick beveled glass and understructure made of 18mm thick pre-laminated particle board and having all exposed edges sealed with PVC edge banding tape as per salient technical features, specification, drawing &amp; direction of Engineer-In-Charge .</p>	15	Nos.					

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S.No.	Description	Unit	Qty.	Unit Price	Amount	Sale Tax (%)	Model No.	Total Amount(Inclusive of Taxes)
4.	<b>Bain Marie</b> Supply of Hot Water Bath Food Serving Counters/Bain Marie having dimension of 2400mm x 800mm (Length x breadth) and including the following specifications: The Bain Marie should have capacity of holding 7 containers (6 hot and 1 normal) of each having capacity of 16-20 L. The Bain Marie unit, containers and their covers should be made of stainless steel 304 (SS) (thickness 1.6 mm). The unit should be supported on stainless steel legs (40 mm) and wheels at the bottom. The unit should be covered on three sides (front, left and right) and one shelf at the bottom on the rear side. For serving food, it should have a horizontal tray slide of width 350 mm made of stainless steel pipes and 250 mm below the tray slide there should be stainless steel plate of width 350 mm to arrest food from falling on the floor. The unit should have water bath heating and the element to be used is of 4 KW-6 KW, temperature 0-100°C thermostatically controlled and glass wool insulated. It should have a valve for wastewater outlet. The total height of Bain maries should be 915 mm, the length and width should be according to the placement of containers (2400 mm X 800 mm). There may be small variation in size for different manufacturer.	<b>04</b>	<b>No.</b>					
<b>TOTAL</b>								

<b>i)</b>	<b>Bidder Please note that Unit Price should be Inclusive of Ex Factory Price, Excise Duty, Packing and Forwarding, Transportation, Insurance, Other Local Costs incidental to delivery, installation and warranty/guarantee commitments.</b>
<b>ii)</b>	<b>Bids shall be evaluated based on total price without taxes.</b>