

## **Sharps Disposable Destroyer System**

1. Should effectively destroy disposable items like Syringes, Scalpel Blades, Vacuotainers etc.
2. Should be a microprocessor computerized based control system.
3. Should not emit smoke and pungent odor.
4. Have a canister to collect the destroyed disposable materials for destroying, canister should be lockable.
5. Canister capacity should be at least 5 L.
6. Process time should be less than 3 hrs.
7. Should have a safety measures like the lid cannot be open once the sterilization is in the process.
8. Should have report/data generation system that shows Cycle No., Date, Time, Duration, Temperature etc.
9. Voltage compatibility for 220 V -250 V AC.
10. Should meet sharp disposable international safety standards.
11. The price of the consumables to be quoted separately.

Government Of India  
NATIONAL CENTRE FOR DISEASE CONTROL  
(Directorate General Of Health Services)  
22-Sham Nath Marg, Delhi-110054

Tender Notice No. 6-Stores/NCDC/Zoonosis/Needle Blaster/2014-15

TERMS & CONDITIONS AND INSTRUCTIONS TO THE BIDDER (IFB)

1. Sealed tender superscribed "**Tender for Sharp Disposable Destroyer System**" are invited for the detailed in the Schedule (attached herewith) to the NATIONAL CENTRE FOR DISEASE CONTROL, 22, Sham Nath Marg, Delhi-54 during the period from 2014-15.
2. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
3. The tender is to be submitted alongwith duly signed Terms & Conditions & IFB in a sealed cover which must be clearly marked with the "**Tender for Sharp Disposable Destroyer System**" and the due date for its opening. The cover should be addressed to **The Chairperson, Purchase Committee, NCDC, 22, Sham Nath Marg, Delhi-54.**
4. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
5. Each tenderer is entitled to submit only one tender wherein he can, if necessary indicate alternative quotation. In case where more than one tender in a specified group is submitted by him will be liable to rejection.
6. In the event of the space on the prescribed form being insufficient for the required purposes, additional page must be numbers of consecutively bear the tender number and be fully signed by the tenderer. In such cases reference to the additional pages must be made in the tender form.
7. The tender must reach this office strictly not later than **12.02.2015 till 11.00 AM** & the bid must be received by the address specified & no later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
8. It is the responsibility of the bidders to see that the complete bidding documents, whether sent by post or by courier or by person are received by the time and date stipulated for receipt failing which the bid would be considered late and rejected.
9. Any bid received after the deadline for submission of bids prescribed will be rejected and/or returned unopened to the bidder.
10. The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
11. No bid may be modified subsequent to the deadline for submission of bids.
12. All Stores should be subject to inspection on receipt and purchaser shall have full discretion to accept or reject. Rejected supply should be removed within 15 days from date of intimation otherwise it will be disposed off in any manner deemed fit by the Institution.

13. The price charged for stores supplied to the Institution shall no event exceed the lowest at which the tenderers sells the store to any other person. If during contract period tenderer reduces the Sales Price, he should notify the same to the Director NCDC, Delhi-54.
14. If the firm fails to supply the items ordered within the stipulated period. The firm will be debarred for next three Years.
15. Firm, who are not registered with the MOH&FW/DGHS/MSO/ DGS&D/NSIC must submit a **bid - security/earnest money (EMD) of Rs 5,000/-** for said tender in the shape of MICR Bonds/Bank Drafts/Order in favour of Director, NCDC, 22, Sham Nath Marg, Delhi-54. Tender submitted without Earnest Money (except for the condition mentioned above) will be considered as non-responsive.
16. The conditions of the tenderer shall not be binding on this Institute.
17. Delivery schedule – For indigenous equipments quoted in Indian rupees as FOR, 6 weeks will be given from Notification of Award. However, for imported equipment to be procured by opening of Letter of Credit, 90 days will be given from Notification of Award.
18. **BID PRICES:**  
The bidder/tenderer shall indicate on the appropriate price schedule attached to these, the unit prices and total bid/tender prices of goods It proposes to supply under the contract. Prices indicated on the price schedule shall be entered separately in the following manner:
  - A. For goods offered from within India:
    - (i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-shore, as applicable, including customs, excise and any other duties and sales and other taxes already paid or payable.
      - (a) On the components and raw material used in the manufacture or assembly of the goods quoted ex-factory or
      - (b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or offshore.
    - (ii) Any sales and other taxes/duties which will be payable on the goods in India if the contract is awarded
    - (iii) Charges for inland transportation, insurance, etc., if required and other local costs incidental to delivery of the goods to their final destination and
    - (iv) The cost of incidental services.
  - B. For goods imported from abroad:
    - (i) The price of goods FOB/FAS port of shipment (FOB must be quoted for imported spares).
    - (ii) The price of goods quoted CIF port of entry in India-In quoting the prices, the bidder/tenderer shall use ocean transportation through Indian flag vessels of Indian origin or through vessels of shipping conference lines in which India is a member country, similarly, the bidder/tenderer may obtain insurance services from any nationalised insurance company In India.
    - (iii) Clearance for inland transportation Insurance (if required) and oilier local costs incidental charges to delivery of the goods from the port of entry to their final and
    - (iv) The cost of incidental services.
19. **Bid currencies**
  - A The prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.
  - B Agents and service facilities in India:
    - (a) If a foreign bidder/tenderer has engaged an agent in India, it will be required to give the following details in the bid.
      - (i) The name and address of the Indian agent with their permanent income tax number

(ii) What services the agent renders and

C Responsibilities of Foreign Principal:

- (a) The foreign principal or their agent while quoting has to submit an undertaking that they will provide service/spares/accessories etc., to the purchaser for the next 10 (ten) years.
- (b) In case, the foreign principal changes his agent for India, an undertaking will have to be submitted by them that they will inform the purchaser about the award to dealership of new agent with address and telephone.

*Note: The above clause should be strictly followed, without which bid/tender is liable to be treated as NON-RESPONSIVE and REJECTED.*

20. Document establishing bidder's eligibility and qualifications:

A. The documentary evidence of the bidder's qualifications to perform the contract if its bid/tender is accepted, shall establish to the purchaser's satisfaction:

- (a) That, in the case of a bidder/tenderer offering to supply goods under the contract which the bidder/tenderer did not manufacture or otherwise produce, the bidder/ tenderer has been duly authorized (as per authorization form in **Enclosure-I**) by the good's manufacturer or producer to supply the goods in India.
- (b) That, in the case of a bidder/tenderer not doing business within India, the bidder/ tenderer is or will be represented by an agent in India equipped and able to carry out the supplier's maintenance; repair and spare parts stocking obligations prescribed by the conditions of contract and/or Technical Specifications and
- (c) The bidder/tenderer shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid/tender and its qualifications to perform the contract if its bid/tender is accepted.
- (e) The documentary evidence of the bidder's eligibility to bid/tender shall establish to the purchaser's action that the bidder, at the time of submission of its bid, is eligible.

21. Period of validity of bids:

- A. Bids shall remain valid for 6 months after the date of bid/Tender opening prescribed by the purchaser, A bid/tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
- B. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid/tender validity. The request and the responses thereto shall be made in writing (or by cable or by telex). The bid/tender security provided under clause 15 shall also be suitably extended. A bidder/tenderer may refuse the request without forfeiting its bid/tender security. A bidder granting the request will not be required nor permitted to modify its bid.

22. Format and signing of bid

- A The bidder/tenderer shall prepare two copies of the bid, clearly making each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- B The original and all copies of the bid/tender shall be typed or written in indelible ink and shall be signed by the bidder/tenderer or a person duly authorized to bind the bidder/tenderer to the contract. The letter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unammended printed literature, shall be initialed by the person or person's signing the bid.
- C The bid/tender shall contain no interlineation, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

23. Preliminary examination

- A The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid/tender security has been furnished, whether the documents have been properly signed, whether the bid/ tender validity is as required and whether the bids are generally, in order.

- B Bids from agents without proper authorization from the manufacturers or on principal's original Performa invoice with break-up of price shall be treated as non-responsive and shall be rejected.
- C Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid/ tender will be rejected. If there is a discrepancy between the words and figures, the amount in. words shall prevail.
- D Prior to the detailed evaluation purchaser will determine the substantial responsiveness of each bid/tender to the bidding documents. For purpose of these clauses, a substantially responsive bid/tender is one which, conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of a bid's responsiveness is to base on the contents of the bid/tender itself without recourse to extrinsic evidences.
- E A bid/tender determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder/tenderer by correction of the non-conformity.
- F The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.
24. Conversion to single currency
- A To facilitate evaluation and comparison, the purchase will convert all bid/tender prices expressed in the amounts in various currencies in which the bid/tender price is payable, to the Indian rupees at the BC selling market rate of exchange established by the State Bank of India, New Delhi or the Bank of Baroda, New Delhi, for similar transactions as on the date of opening.
25. Evaluation and comparison of bid\*
- A The purchaser will technically evaluate ail bids previously determined to be responsive and compare the bids previously determined to be substantially responsive acceptable,
- B The purchaser's evaluation of a bid/tender will include and take into account.
- (a) In the case of goods manufactured indigenously or goods of foreign origin already located in India, excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the bidder/tenderer and
- (b) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.
- The purchaser's evaluation of a bid/tender will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the Technical specifications'
- C The comparison shall be of F.O.R. delivery, installation and commissioning at consignee's end.
- D The purchaser's evaluation of bid/tender will take into account, in addition to the bid/tender price and the price of incidental services, the following factors.
- E Inland transportation, insurance and incidentals:
- (a) Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to the site. These costs incurred in India shall be quoted in Indian Rupees Bids offering goods of foreign origin from abroad shall quote for freight and insurance charges separately. This cost will be added to the bid/tender price.
- (b) Maintenance services
- It is mandatory for the bidder/tenderer to quote for maintenance and normal running of the equipment for three years. Bidder shall also quote for annual maintenance charges for a period of five years after the expiry of the standard guarantee/warranty period for three years. This cost will be added to the bid/tender price. The evaluation of bids shall be quoted-prices (inclusive of three years comprehensive warranty & five years maintenance charges after expiry of warranty).
- (b) Cost of installation and commissioning:

(c) Bidder may quote separately for installation and commissioning, if he chooses to do so. These costs incurred in India shall be quoted in Indian rupees. This cost will be added to the bid/tender price.

(d) Guarantee/warranty

Bidder's bid/tender shall include guarantee/warranty including spares for a period of three years from the date of installation, commissioning and taking over of the equipment by the consignee. In case this element is quoted at extra cost, such cost will be added to the bid/tender price.

26. Award of Contract (Pre-qualification)

- A. Notwithstanding the 'Qualification Requirements' set out in terms & condition the purchaser will determine to the satisfaction whether the bidder/tenderer selected as having submitted the lowest evaluated responsive bid/tender is qualified to satisfactorily perform the contract.
- B. The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the purchaser deems necessary and appropriate,
- C. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid/tender in which event the purchaser will proceed to the next lowest evaluated bid/tender to make a similar determination of the bidder's capabilities to perform satisfactorily.

27. Award criteria

- A Subject to clause 25, the purchaser will award the contract to the successful bidder/tenderer whose bid/tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder/tenderer is determined to be qualified to perform the contract satisfactorily.

28. Purchaser's right to vary quantities at time of award

- A The purchaser reserves the right at the time of award to increase or decrease up to 25% of the quantity of goods and services specified in the 'Schedule or requirements' without any change in prices or other terms and conditions.

29. Purchaser's right to accept any bid/tender and to reject any or all bids

- A The purchaser reserves the right to accept or reject any bid/tender and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder/tenderer or bidders or any obligations to inform the affected bidder/tenderer of the grounds for the purchaser's action.

30. Performance Security

- A Within 15 (fifteen) days after the purchaser's issue of notification of award, the supplier, who is not registered with the Ministry of Health & Family Welfare/DGHS/, MSO/DGS&D/NSIC shall furnish performance security to the purchaser for an amount of 10% (ten-percent) of the contract value, valid up to 90 (ninety) days after the completion of performance obligations excluding warranty obligations. (**Enclosure - II**).
- B The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting for the supplier's failure to complete its obligation under the contract.
- C The performance security should be in the shape of Bank Guarantee/M1CR bonds/drafts/order on scheduled bank.
- D The performance security will be discharged by the purchaser and returned to supplier on completion of the supplier performance obligations excluding the warranty obligations under the contract.

31. Spare parts

- A As specified in the contract Form, the supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the supplier.
  - (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract

(b) In the event of termination of production of the spare parts advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

### 32. Warranty

A. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or -workmanship (except insofar as the design or material is required by the purchaser is specifications) or from any act or omission of the supplier that may develop under normal use of the supplied goods in India, i.e. the counter of final destination.

B. The warranty shall remain valid for 36 (Thirty six) months on the equipment or any portion thereof as the case may have been delivered to the final destination and installed, commissioned and take over by the consignee to the entire satisfaction of, the purchaser.

C The purchaser/indenter shall promptly notify the supplier in writing of any claim arising under this warranty.

D Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall elicit over the replaced parts/goods at the time of their replacement. No claim, whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.

E If the supplier, having been notified, fails to remedy the defects) within a reasonable period, the purchaser may proceed to take such remedial action as May be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.

F The warranty for defective parts will begin de novo from the date of replacement. Supplier will pay customs duty and all expenses up to the destination for the replaced parts.

G **Comprehensive, round the clock AMC for minimum 5 years may be quoted separately after a warranty period of 3 years is over.**

### 33. Payments

A Payment for imported goods

Payment of foreign currency portion shall be made in the currency specified in the contract in the following manner:

(a) Letter of credit will be opened for 90% of the F.O.B. prices.

On shipment: 90% of the F.O.B. price shall be paid through irrevocable letter of credit established in favour of the foreign supplier through Bank of Baroda in the supplier's country, on submission of documents asked for,

(b) On final acceptance

10% of the remaining contract price of goods received shall be paid on receipt of goods & its installation & commissioning. This amount will be payable in Indian rupees & a performance guarantee for the like amount valid for the period of guarantee/warranty in the Performa given in the **Enclosure III** from any schedule bank.

B Payment for domestic goods and services:

Payment for domestic goods and services shall be made in Indian rupees in the following manner.

(a) 100% of the contract/supply order price shall be paid through the paying authority specified in the supply order on receipt, installation & commissioning (wherever installation of commissioning is required) and a performance guarantee for the 10% of the contract/supply order price valid for the period of guarantee/warranty in the Performa given in the **enclosure-III**. In case Agency Commission is fixed as per DGS&D Registration for said item, then it will be paid accordingly. However, 10% of supply order

cost as Performance Guarantee for warranty/guarantee period, if required. Performa shall be given by Indian Agent.

34. Liquidated damages

A For delays

Subject to, other clauses, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods unperformed services for each week of delay or part of there of until actual delivery or performance up to a maximum deduction of 10 (ten) percent of the delayed goods or services contract price. However, the purchaser may consider termination of the contract or emergency purchases once the time specified is over.

B For shortfall in equipment performance

Recovery shall be made from the supplier for not meeting the guaranteed performance/ productivity of the equipment during actual testing as detailed in "Technical Specifications". A sum equivalent to one percent of the cost of the equipment for each unit of shortfall in the guaranteed performance productivity where applicable.

35. Return of rejected stores of suppliers

A The firm will take back the rejected stores from the deposits/consignees place and replace with fresh stock duly inspected within a reasonable period stipulated in the notice issued to the firm at their own cost up to the consignees or depots upon payment of testing charges, etc. The rejected stocks will be handed over by the deposit or consignees to the firm and payment of cost of the rejected stocks by the firm to the consignee. Failure of the firm may amount to the breach of contract on the part of the firm & firm shall be liable for recovery of consequent damages besides other remedies and rights available to the purchaser.

36. Penalty clause

A. If the firm fails to deliver any or all of goods or perform the services within the lime period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages to 0.5 percent of the delivered price of the delayed goods or unperformed services for each week or delay or part there of until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price. The purchaser may consider termination of the contract seeing its urgency.

37. TAXES & DUTIES

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fee and other such levies imposed outside India.

A local, supplier shall be entirely responsible for all taxes, duties, license-fee, etc. incurred until delivery of the contracted goods to the purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the purchaser (and the supplier shall be payable extra by the purchaser, if so stipulated in the notification of award/contract.

38. VAT/PAN : Copy of number allotted should also be submitted.

39. Settlement of Disputes

i) The purchaser & the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

ii) in case of dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Such dispute or difference shall be referred to the Sole Arbitration of an officer in the Ministry of Law, appointed to be the arbitrator by the Director General of Health Services. The award of the arbitrator shall be final and binding on the parties to the contract subject to the proviso that the arbitrator shall give a reasoned award in the case of claim in a reference exceeds Rupees One Lakh



- iii) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English
  - iv) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such part or on its behalf shall be borne by each party itself.
40. Applicable Law : The contract shall be interpreted in accordance with the Laws of Union of India.
41. Any firm, who is indulged in illegal bid rigging and cartelization in the recent past and have been penalized/debarred/blacklisted by any Government Agencies (Central/State/Undertaking) will not be considered in the tender. If, at any point of time, it comes to the notice, the said firm's quotation will be cancelled and an appropriate action will be taken against the firm.
42. The Director, National Centre for Disease Control, Delhi reserves absolute right to accept and/or reject any tender either in full or in part, without assigning any reason therefore.

STORES OFFICER  
FOR DIRECTOR  
NCDC, DELHI

**Encls. :**

- I Manufacturer's Authorisation Form
- II Performance Security Form (Bank Guarantee)
- III Performance Bond (Bank Guarantee)
- IV Bid Security Form (Bank Guarantee)
- V Undertaking

**MANUFACTURERS' AUTHORISATION FORM**

To,

The Director,  
National Centre for Disease Control,  
22-Sham Nath Marg,  
Delhi – 110054.

Dear Sir,

IFB No./Tender No.

We.....who are established and reputable manufacturers of  
..... Having factories at  
.....and  
..... hereby, authorize  
M/s.....  
(Name and address of agents) to bid, negotiate and conclude the contract with you against IFB  
No..... for the above goods manufactured by  
us.

No company or firm or individual other than M/s  
.....

*Are authorized to bid, negotiate and conclude the contract in regard to this business against this specific  
IFB as also for all business in the entire territory of India.*

An agency commission of .....% included in the gross ex-work price is payable to  
M/s.....

We hereby extend our full guarantee and warranty as per terms & conditions of contract  
for the goods offered for supply against this invitation for bid by the above firm.

Our other responsibilities include:

- (i) .....
- (ii) .....  
(Specify here-in detail manufacturer's responsibilities)

The services to be rendered by M/s ..... are as under:

- (i) .....
- (ii) .....  
(here specify the services to be rendered by the agent)

Yours' faithfully,

for and on behalf of M/s ..... (Name).....  
(Name of manufacturers)

Note : This letter of authorization should be on the letter head of the manufacturing concern and  
should be signed by a person competent and having the power of attorney to bind the  
manufacturer. A copy of notarised power of attorney should also be furnished.

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To The President of India

WHEREAS.....

(Name and address of the supplier) thereafter called "the supplier") has undertaken, in pursuance of contract No..... dated ..... 2004 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 recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....

..... (amount of guarantee in words and figures). Such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your First written demand declaring the supplier to be in default under the contract and without civil or argument, any sum or sums within the limits of (amount of guarantee) aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the date of issue of the "Acceptance Certificate" issued by the purchaser's representative.

Signature and seal of the guarantor

Place:

Date:

**PERFORMANCE BOND (BANK GUARANTEE)**

In consideration for the president of India, acting through the Director General of Health Services, (hereinafter called the purchaser) having agreed to release the 100% payment of net FOB price under the terms and conditions of a concluded contract No..... dated ..... (hereinafter called the contract) for supply of .....(herein-after called the goods and services) to M/s ..... (hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We ..... (hereinafter called the bank) at the request of the supplier do, as primary obligator and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason, of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and renditions contained in the said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding .....

We, the bank, undertake to pay to the purchaser any amount so demanded, by the purchaser notwithstanding.

- a) Any dispute or difference between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- b) The invalidity, irregularity or unenforceability of the contract or
- (c) Any other circumstances which might otherwise constitute discharges of guarantee including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee here in contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Directorate General of Health Services/Department of Health/Ministry of Health and Family Welfare certifies that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights, or remedies of any kind in respect of any such payments performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise however. We, the bank will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without or consent and without affecting in any manner out obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time arid of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the condition of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Signature & Seal of the Bank

Place :

Date :

**BID SECURITY FORM (BANK GUARANTEE)**

Whereas .....(name of bidder) (hereinafter called "the bidder) has submitted his bid dated ..... (date) for the supply of .....(hereinafter called "the bid").

KNOW ALL MEN by these presents that we ..... Of ..... having registered office at ..... (hereinafter called "the bank") are bound unto the President of India (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 ....., 20.....

THE CONDITIONS of this obligations are :

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form 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 instructions to bidders,

We undertake to pay to 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 60 (sixty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank  
SEAL

Date .....

Place .....

Witness .....  
.....  
.....  
(Signature, Name & Address)

**UNDER-TAKING**

1. The undersigned, certify that I have gone through the terms and conditions mentioned above and undertake to comply with them. The rates, quoted by me are valid and binding on me for acceptance for 180 days from the date of opening of tender.
2. The undersigned, hereby bind himself to supply to the Govt. of India. The Director, NATIONAL CENTRE FOR DISEASE CONTROL, New Delhi during the year 2013-2014 the articles shown in the appendix here to annexed at the rates specified against them.
3. That the articles shall be of the best quality and as per the requirements of the Institution. The decision of the Director, NATIONAL CENTRE FOR DISEASE CONTROL, New Delhi as regards the quality and kind of the articles shall be final and binding on me.
4. I agree to supply any articles in the appendix upto 25% above the quantity specified, if required.
5. The said officer shall not be bound to take all or any of the articles enumerated in the appendix in full or even in part of the estimated quantity.
6. I agree that in case of failure to supply the material for which a supply order will be placed upon me within the stipulated date of delivery, the Institution can go for purchase of the same at my risk.
7. I will submit the sample as and when required within the stipulated period and in case I fail to do so, the Institute shall forfeit the earnest money deposited by me.
8. The conditions herein contained shall form part of and shall be taken as If they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director, NATIONAL CENTRE FOR DISEASE CONTROL, New Delhi.
9. I shall execute an agreement on stamped paper of Rs.50/- (Rs. Fifty Only) In case my Tender is accepted and if I am asked to act so. An agreement will be executed by me within 7 days of the Intimation of acceptance of rate of the tender Groups.
10. The said officer shall be, deemed If necessary, to change any article on its being found to be of inferior quality, it shall be replaced by me in time to prevent in convenience.
11. I undertake, that the prices quoted by me are lowest and I have not quoted any price lower than this anywhere in India.
12. **I also undertake that the firm is not indulged in illegal bid rigging and cartelization in the recent past and have not been penalized/debarred/blacklisted by any Government Agencies (Central/State/Undertaking).**

Signature & Address of the Tenderer with Rubber Stamp  
Phone No.