

**TENDER DOCUMENT FOR  
SUPPLY, INSTALLATION, TESTING  
AND COMMISSIONING OF VISUAL  
DISPLAY AND AUDIO SYSTEM  
AT NESAC CAMPUS, UMIAM**

**OCTOBER 2016**

**भारत सरकार/Government of India  
अंतरिक्ष विभाग/Department of Space  
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre  
उमियम/Umiar-793103, मेघालय/Meghalaya**

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**Total No. of Pages : 23 (including cover page)**

**भारत सरकार/GOVERNMENT OF INDIA**  
**अंतरिक्ष विभाग/DEPARTMENT OF SPACE**  
**उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE**  
**उमियम/UMIAM-793103, मेघालय/MEGHALAYA**

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**निविदा आमंत्रण सूचना / NOTICE INVITING TENDER**

निदेशक एनई-सैक उमियम मेघालय, प्रतिष्ठित सेवा प्रदाताओं, फर्मों, ठेकेदारों आदि को निम्नलिखित के लिए मोहरबंद प्रस्तावों को दो बोली में आमंत्रित करते हैं/ Director, NESAC, Umiam, Meghalaya invites sealed offers in two bids from reputed Supplier, Firms, Contractors etc for the following

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी(₹) डीडी के रूप में / EMD (₹) IN THE FORM OF DD	निविदा शुल्क / TENDER FEE (₹)
NESAC/753/2016	Supply, installation, testing and commissioning of Visual Display and Audio System at NESAC campus, Umiam	₹ 1,20,000/-	₹ 250/-

दस्तावेजों के विक्रय का दिनांक / Dates for selling of tender documents: 01.11.2016 to 30.11.2016 upto 1300 Hrs  
निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents: 30.11.2016 upto 1400 Hrs  
निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 30.11.2016 at 1500 Hrs at एनई-सैक, उमियम / NESAC, UMIAM

OFFERS ARE TO BE SUBMITTED IN TWO PARTS ONLY  
PART-I : TECHNICAL & COMMERCIAL  
PART-II : PRICE BID  
INSTRUCTIONS ARE AS PER TENDER DOCUMENTS

**NOTE:**

Tender documents can be downloaded from the NESAC Website: [www.nesac.gov.in](http://www.nesac.gov.in)

Dated: 28.10.2016

Sd/-  
निदेशक, एनईसैक / Director NESAC

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**The intended Visual Display and Audio System (VDAS) consist of the following components:**

- LED display of size 46 inch in 4 x 3 (V x H) configuration
- Display Controller
- Display Management Software
- Video Conferencing Camera with CODEC
- Touch screen control unit
- Audio System
- Installation & commission including Connecting cable/power cable/rack etc.

**Components wise specification is given below:**

**Specifications for Displays**

**Item Specifications – I**

Sl. No.	Specifications	Compliance (Yes/No)	Offered Specifications (Make/Model: )	Remarks
1.	Back lit direct LED display technology with 46 inches with 3 rows and 4 column configuration			
2.	Aspect ratio 16:9			
3.	HD Resolution (1920 x 1080)			
4.	LED Life span of around 50000 Hrs			
5.	Inter modular gap(bezel) <= 3.5 mm image to image			
6.	Inputs: HDMI x 2 (HDCP), DVI (HDCP), Display port, VGA, Component, S Video, Composite			
7.	Outputs: DVI(HDCP), VGA, Composite			
8.	Controls: Inputs : RS 232, RS 485 Output : RS 485			
9.	HDCP Compliance			
10.	Bezel compensation, Image Retention Frame Motion Mode (IRFM), Auto scan source selection, Picture in picture , Anti Glare coating, Zoom, Single DVI loop thru for up to 9 panels			
11.	500 nits brightness			
12.	Quick swap modules for easy maintenance			

## Specifications for Controller

### Item Specifications – II

Sl. No.	Specifications	Compliance (Yes/No)	Offered Specifications (Make/Model: )	Remarks
1.	1RU 19 inch rack mount appliance with sufficient processing, memory (8 GB or better) and storage (500 GB or more with RAID capability) Dual Gigabit Ethernet Controller to control the 12 cubes without performance degradation.			
2.	Should be able to drive 12 DVI inputs and 12 DVI outputs to manage the display system.			
3.	12 DVI inputs with each supporting resolutions of minimum 1920x1200			
4.	The system should be able to drive 12 direct DVI inputs onto the display in any combination, with an ability to save and recall any number of layouts to be displayed in any format on the 12 (4 x 3) cubes			
5.	Brightness, Contrast, Saturation, Hue, filtering, Crop and Rotate controls			
6.	1920x1200 per output minimum			
7.	The system should be simple to install and configure with a single hardware appliance implementing all necessary functionality, including a web-based administrative interface and web-based distribution of software.			
8.	The controller should also be able to directly stream IP H.264 based inputs on the wall without using any separate encoders, where the same device should be able to Encode/Decode to the other.			
9.	Support for Display rotation, landscape and portrait orientation Bezel compensation with variable pixel distance in both vertical and horizontal direction			
10.	Should be capable of showing 72 streamed H.264 inputs on the screen, in any layout , size etc			

## Specifications for display management software

### Item Specifications – III

Sl. No.	Specifications	Compliance (Yes/No)	Offered Specifications (Make/Model: )	Remarks
1.	Should provide the functionality to control the display layouts in any fashion			
2.	Web based management for appliance status, network status, display wall setup, user setup and			
3.	Support for 32bit and 64bit architectures			
4.	Should be able to save layout of all the currently open sources on the wall in terms of size and position			
5.	Load predefined layouts in single click			
6.	Create layout without disturbing the current launched layout on display system			
7.	Delete the existing layout from the layout list. Preview a layout before launching on the display system.			
8.	Calendar base scheduling and auto launch of a particular layout when controller is switched on			
9.	Launch the input sources on display system. Add all input sources to be displayed on the display system with one Click. Accurate positioning of display sources on display system in a single mouse click.			
10.	Snap of full display system in original resolution, Accurate positioning of display sources on display system in a single mouse click And Display on screen text content which can be aligned on display window.			
11.	Should be able to show the entire display system content on any desktop pc			
12.	Touch panel integration			
13.	Maintain aspect ratio of the Source window			
14.	Assignment and restriction on input sources and directory authentication support			
15.	Drag and Drop Source and Applications on user defined Grid for easy alignment of sources, User can define custom grids for easy drag and drop of sources anywhere on the wall			
16.	Enable the magnetic behavior to fit sources automatically for easy alignment on the wall			
17.	Can Connect and Control Multi Display system via single Client			
18.	Edit layout offline without changing current layout and Zooming Content of the source.			

## **Specifications for Video Conferencing Camera with CODEC**

### **Item Specifications – IV**

<b>Sl. No.</b>	<b>Specifications</b>	<b>Compliance (Yes/No)</b>	<b>Offered Specifications (Make/Model: )</b>	<b>Remarks</b>
1.	PTZ Camera with CODEC, Microphone, Remote controller, necessary cable etc. (all shall be from same OEM)			
2.	Output (effective) Pixels (H x V): 1920 x 1080 Frame rate: 60 fps			
3.	Multi Conferencing capability for 09 sites in H.323 standard. The software should be bundled with the unit.			
4.	The system should have 2 Separate LAN & WAN Interface.			
5.	Two External Omni-directional Microphones should be supplied with the main conferencing unit.			

## **Specifications for Touch screen control Unit**

### **Item Specifications – V**

<b>Sl. No.</b>	<b>Specifications</b>	<b>Compliance (Yes/No)</b>	<b>Offered Specifications (Make/Model: )</b>	<b>Remarks</b>
1.	Handheld type Screen size: 7 to 10 inch (diagonal) with inbuilt chargeable battery along with charger			
2.	Shall able to control wirelessly the display controller in all aspect to manage the display via software/app bundle with the unit			

### Specifications for Speaker for Audio System

#### Item Specifications – VI

Sl. No.	Specifications	Compliance (Yes/No)	Offered Specifications (Make/Model: )	Remarks
1.	Speaker shall be wall mountable.			
2.	Speaker Should be 2-way, Bass-reflex type.			
3.	Frequency range should be not less than 65Hz - 20kHz			
4.	PGM should be minimum 150W			
5.	Nominal impedance should be 8Ω			
6.	Make: Any reputed brand like followings: JBL/ YAMAHA/ BOSE/EV /QSC or Equivalent			

### Specifications for Amplifier for Audio System

#### Item Specifications – VII

Sl. No.	Specifications	Compliance (Yes/No)	Offered Specifications (Make/Model: )	Remarks
1.	The Amplifier shall have (120W x2ch @4Ω or 100W x2ch @3Ω/8Ω) and (120W x2ch or 200W x1ch, 70V/100V) speaker systems output			
2.	The Amplifier should have flexible 6 mic/line inputs and 2 stereo inputs (mimimum), with all 6 mic inputs featuring a 24V settings DSP functions for music playback and microphone use			
3.	The Amplifier should have Feedback Suppressor, Priority Ducker, Leveler, Compressor, Reverb & Echo inbuilt.			
4.	The Amplifier should have bass and treble stereo source EQ with an enhancer function and output EQ for optimizing the sound of each Output channel			
5.	The amplifier should have remote volume control and microphone on/off switching via optional control panels.			



## General compliance

### Item Specifications - VIII

Sl. No.	Specifications	Compliance (Yes/No)	Remarks
1.	The vendor shall be authorized by the OEM for their products and services quoted under the tender. Party has to provide ink signed Tender Specific OEM Authorization Certificate for each quoted item along with the technical bid.		
2.	Letter from OEM confirming that the products quoted are not obsolete and the product will be supported for at least 5 Years from the date of Installation.		
3.	The vendor must have professional experience in audio-visual system installation. Minimum 1 purchase orders of the order value Rs. 30 lakhs on audio visual system installation by the vendor should be enclosed with the tender.		
4.	Installation and Commissioning and satisfactory demonstration of system is the responsibility of the vendor.		
5.	Supply related to accessories like HDMI cables, adapters, mounting brackets, racks and other elements needed for the complete installation shall be taken care of the vendor and these costs shall be included under the cost of installation		
6.	1 year Warranty with four year (2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> ) Comprehensive AMC charges to be included in the price bid.		
7.	Bidders have gone through note to bidders document and in agreement with terms and conditions		

**TENDER DETAILS**

**Terms & Conditions of the tender are as follows:**

1. The tenderer should have minimum five year experience in audio-visual system integration. Documentary evidence should be provided.
2. The tenderer must be well-authorized by the company(s) for supplying their products. They have to produce the authorization letter from the company for the quoted items.
3. The tenderer should sent technical data sheet (issued from OEM) of each quoted item along with the quotation.
4. Quotations should include the balance sheet for last three years, IT statements and details of work successfully completed or in hand during the last 4-5 years of similar nature.
5. Director, NESAC, Umiam reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.
6. Director, NESAC, Umiam reserves the right to cancel the tendering/purchase process without assigning any reasons thereof.
7. The validity of the quotation shall be of minimum 6 month from the date of submission.
8. Each page of the tender is required to be signed with initial and stamp by the person or persons submitting the tender in token of his/their having acquired himself/themselves with the conditions of tender as lay down. Any tender with any of the documents missing or not so signed will be considered invalid and rejected.
9. All alternations made while filling the tender must be attested by initials of the tenderer, Overwriting of figure is not permitted; failing to comply with either of these conditions will render the tender void. No change in the rate or conditions after the opening of the tender will be entertained.
10. The tenderer should submit a Earnest Money Deposit (EMD) of 1,20,000.00 (Rs. One Lakh Twenty Thousand only) along with the technical bid in the following manner.
  - a. Crossed demand draft drawn on any Nationalized Bank in favour of Director, NESAC, payable at Umiam (Barapani) or Shillong.

- b. EMD submitted in any form other than as specified above shall not be accepted and shall lead to rejection of the offer.

EMD shall be forfeited in the following events:

- a. If the offer is withdrawn during the period of validity of the offer or any agreed extension.
- b. If the offer is modified/alterd in a manner not accepted to NESAC.
- c. If the tenderer backs-out
- d. If the tenderer attempts to procure the contract by furnishing false/incorrect documents and by giving false declarations.

11. **The Tender which is not accompanied by the earnest money will not be considered.** No interest shall be paid by NESAC on EMD. The EMD of unsuccessful bidders shall be returned within a reasonable time after the selection of successful bidders. The EMD of the successful bidder shall be returned on completion of the total work.
12. NESAC will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and as per the requirement of NESAC.
13. NESAC reserves the right to award the order to technically qualified party only based on evaluation.
14. This work is on turnkey basis. NESAC reserves the right to award the order to a single party only based on technical and price bid evaluation.
15. NESAC reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
16. Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, insurance, etc., incurred until delivery of the contracted Goods to NESAC, Umiam. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
17. All the items supplied should be free from any manufacturing defect. Items with defect will not be accepted.
18. The item should be dispatched to NESAC in good condition by the tenderer. NESAC will not be responsible for any damage during transportation. Damaged material will not be accepted at any condition and will have to be taken back by the tenderer at its own cost.
19. All the system/sub-system/equipments/accessories supplied against this order shall be warranted for a period of 12 (Twelve) months on-site from the date of acceptance after installation and commissioning. During the period of warranty, if found that the system/equipment is not conforming to the description, quality,

workmanship, etc the vendors shall replace/repair the same at their cost. Any fault/repairs during warranty should be attended to within 24 hours of reporting it. Software upgrades released during warranty period shall be supplied free of cost.

20. After completion of One year warranty, all the system will be put under Comprehensive AMC (on-site) for initially 04 years (02<sup>nd</sup>, 03<sup>rd</sup>, 04<sup>th</sup> & 05<sup>th</sup>). The tenderer shall quote rate per year for CAMC for these 04 years separately. During the period of CAMC, if the system/any equipment/any part of the system is not found working, the vendors shall replace/repair the same at their cost including transportation of the materials and person involved. Software upgrades released during CAMC period shall be supplied free of cost. Payment for the charges of CAMC will be paid on quarterly (three month) basis. One mandatory visit by competent engineer is required to check the system in one quarter. Any fault during CAMC should be attended to within 24 hours of reporting it. The down time of the system is maximum 15 (Fifteen) working days. The faults reported/lodged from the user must be resolved within Fifteen (15) working days from the date of lodging of complaint otherwise penalty will be applied. For each subsequent day of delay after 15 (Fifteen) working days from the date of lodging the complaint, 0.2 % of quarterly CAMC value per day will be recovered from the bill with ceiling of 10 % of quarterly CAMC value as penalty. Log book will be maintained for CAMC services.
21. During price bid evaluation, CAMC charges for 02<sup>nd</sup>, 03<sup>rd</sup>, 04<sup>th</sup> & 05<sup>th</sup> will also be considered along with material and installation cost.
22. The tenderer shall furnish Bank Guarantee for satisfactory performance of the system during the warranty period, for 10% of the total order value. The Performance Bank Guarantee shall be issued by a nationalized /Schedule Bank on Rs.100/- non-judicial stamp paper. The Performance Bank Guarantee shall be valid till the completion of the warranty period.
23. The tenderer shall arrange insurance from warehouse to warehouse (i.e up to NESAC) at their cost.
24. Time shall be considered as of the essence of the work. The entire job must be completed in 60(Sixty) days from the date of purchase order. If the work is delayed due to the fault of tenderer, a fine will be imposed considering the length of delay to the extent of 10% of the tendered value at the discretion of the NESAC.
25. Full payment will made within 30 days to the tenderer after supply, installation, testing & commissioning of the all the system supplied by them. The bill should be addressed to The Administrative Officer, NESAC, Umiam in triplicate.

26. The tenderer shall indemnify NESAC against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like Workman's compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1938, Industrial Dispute Act 1947, and Employees' State Insurance Act 1952 during the currency at the order or any other Act specifically not mentioned.
27. The tenderer shall also indemnify NESAC from claim for any injury/damage/death to any of their persons or third party during transportation, installation, testing etc. against the order.
28. Should a part or whole of systems covered by this order be delayed in delivery due to reasons of Force Majeure which shall include lock-outs, strikes, riots, civil commotions, fire accidents, acts of God and war stoppage of deliveries by Government; refusal of non-receipt of import license for import items, the delivery period referred in their order shall be extended by a period(s) not in excess of duration of such force majeure. Each party undertakes to advise the other as soon as it becomes aware of the circumstances of such force majeure, so that actions under the provisions of this order can be mutually reviewed and agreed upon between the tenderer and NESAC. If the force majeure condition extends over a period of two months both the parties of the order shall mutually discuss and arrive at an agreement for continuation or termination of the contract.
29. The order shall be govern by and interpreted and construed in accordance with laws of India. The department shall not be responsible if the supplier infringes the laws or statutes in force during currency of this order.
30. Under normal circumstances, short-closing/termination of the Order is not foreseen. However, in case of continued non-performance of the Order resulting in inordinate delays in the delivery dates in spite of repeated written requests for meeting the delivery schedule, NESAC reserves the right to terminate wholly or partly the Order by giving a notice of not less than one month.
31. In case of major changes in the policies of the Government of India as a result of which NESAC is compelled to curtail its requirements wholly or partly, NESAC and the tenderer shall enter into negotiations to mutually agree to terminate this Order wholly or partly.

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**Instruction for Submission of the Tender**

The bid is required to be submitted in **two parts**. One part is the **Techno-Commercial Un-priced Bid** and the other part is the **Price Bid**.

The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Techno Commercial Un-priced bid and the other shall contain the Priced bid. The bidder shall seal the Techno Commercial Un-priced Bid and the Price Bid in two separate envelopes duly marked as “**Techno-Commercial Un-priced Bid**” and “**Price Bid**” respectively. Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya.**

The documents to be submitted with ‘**Techno-Commercial Un-priced Bid**’ and ‘**Price Bid**’ are as follows:

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**PART-I: ‘Techno-Commercial Un-priced Bid’**

- a) Proof of experience in audio-visual system integration work in terms of number of work successfully completed or in hand during last five years. Copy of purchase order/completion certification may be submitted as proof. Minimum one purchase order/ completion certification (of date prior to this NIT date) of the order value of 30 lakhs or more on Audio-visual system installation should be submitted along with the tender.
- b) The Tenderer has to provide ink signed Tender Specific OEM Authorization certificate for each quoted items (excluding cable & connectors, fitting accessories) related to the system.
- c) The Tenderer has to provide ink signed letter from OEM confirming that the products quoted are not obsolete and each quoted product will be supported by OEM for at least 5 years from the date of installation (excluding cable & connectors, fitting accessories).
- d) OEM technical data sheet of each quoted item is to be provided.
- e) Balance sheet & IT statements for last 03 years.
- f) Up to date tax clerence certificate as applicable

- g) Earnest Money Deposit (EMD) of 120000.00 (Rs. One Lakh Twenty thousand only) in Crossed demand draft drawn on any Nationalized Bank in favour of Director, NESAC, payable at Umiam (Barapani) or Shillong
- h) Declaration of the validity of the quotation
- i) Declaration of Warranty of the item quoted
- j) Dully filled, Sealed and signed copy of Annexure-I
- k) Sealed and signed copy of Annexure-II (Terms & Conditions of the tender) as proof of the compliance of our terms and condition
- l) Any others related documents by the tenderer

**All the above documents (from a to l) must be submitted as a part of Techno commercial bid. If these documents are not submitted or submitted partially, the bid will be summarily rejected.**

(All the above documents should be enclosed in one envelop which is to be sealed properly and marked as “**Techno-Commercial Un-priced Bid**” as stated earlier.)

## **PART-II: ‘PRICE BID’**

The tenderer must mention the price as per Annexure IIA.

The price bid should be sealed and signed mentioning the price in Indian Rupees both in number and words)

(This documents should be enclosed in one envelop which is to be sealed properly and marked as “**PRICE BID**” as stated earlier.)

(Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Umiam -793103, Meghalaya** as stated earlier)

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## ANNEXURE IV

### Price Bid Form

Item Description	Qty	Unit	Rate (₹)	Tax/Service charge etc	Total Price (₹)
LED Display (stacked in 3 rows and 4 Columns)	12	No			
Controller	01	No.			
Display Management Software	01	No.			
Video Conferencing System including CODEC, microphone and all accessories	01	Set			
Touch screen control unit with all accessories	01	No.			
Speaker as part of Audio System	02	Nos.			
Amplifier as part of Audio System	01	Nos.			
Installation and Commissioning (including all accessories/connector /fitting brackets/cables/ suitable rack/required pity electrical works/manpower cost etc. and cost for 12 nos. of DVI cable over Cat 6 with connector (both male) of following length and numbers: 25 meter— 4 nos., 50 meter—4 nos., 75 meter—4 nos.	01	Job			
CAMC Charges for 02 <sup>nd</sup> Year	01	Job			
CAMC Charges for 03 <sup>rd</sup> Year	01	Job			
CAMC Charges for 04 <sup>th</sup> Year	01	Job			
CAMC Charges for 05 <sup>th</sup> Year	01	Job			
Grand Total Price (₹.)					

In words: .....

.....

निविदाकार के मुहर व हस्ताक्षर  
Seal and Signature of the Tenderer  
दिनांक/Date:



## GENERAL INSTRUCTIONS TO TENDERERS

1. Tenders should be sent in sealed envelopes superscribing the relevant Tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5. a) Your quotation should be valid for 6 months from the date of opening of the tender.  
b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
  - a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
  - b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non- acceptance of tender, the tenderer will have to remove the samples at his own expense.
  - c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
  - d) **Specifications:** Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
7. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.

## **GENERAL TERMS & CONDITIONS OF TENDER**

### **1. DEFINITIONS:**

- a) The term 'Purchaser' shall mean the resident of India or his successors or assigns.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

### **2. PRICES:**

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

### **3. SECURITY DEPOSIT:**

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

### **4. GUARANTEE/WARRANTY & REPLACEMENT:**

- (a) The Contractor shall guarantee/warranty that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months (on-site) after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee/warranty conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed/warranted for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee/warranty applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee/warranty period plus two months.

## **5. PACKING FORWARDING & INSURANCE:**

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

## **6. DESPATCH:**

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

## **7. TEST CERTIFICATE:**

Wherever required, test certificates should be sent along with the despatch documents.

## **8. ACCEPTANCE OF STORES:**

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

## **9. REJECTED STORES:**

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

## **10. DELIVERY:**

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
  - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
  - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
  - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

#### **11. EXTENSION OF TIME:**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

#### **12. ERECTION OF PLANT & MACHINERY:**

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

#### **13. PAYMENT:**

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

#### **14. MODE OF PAYMENT:**

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

#### **15. RECOVERY OF SUM DUE:**

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

## **16. INDEMNITY:**

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

## **17. ARBITRATION:**

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

**18. COUNTER TERMS AND CONDITION OF SUPPLIERS:**

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

**19. SECURITY FOR PURCHASE OF MATERIALS:**

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

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