

**Research & Development Centre Bicycle & Sewing Machine,  
B-38-39, Phase V, Focal Point, Ludhiana – 140 010**

**TERMS & CONDITIONS OF TENDER**

1. Earnest money
  - a. 2% of quoted price as EMD for items costing up to Rs.25.0 lacs in shape of demand draft drawn in favour of R&D Centre for Bicycle & Sewing Machine, Ludhiana.
  - b. Rs.50,000/- as EMD amount for items costing above Rs.25.0 lacs, EMD can be submitted either in shape of demand draft drawn in favour of R&D Centre or an equivalent amount Bank Guarantee for a period of 02 years.

The tender should be submitted in two separate sealed envelopes, one containing a Technical Bid and the 2<sup>nd</sup> containing Financial Bid. These envelopes should be accordingly marked by the tenderer. On the tender opening day, only technical bids of those tenderers who have submitted earnest money will be opened. After scrutinizing of technical bids, the price bids of only those tenderers will be opened, whose technical bids are found in order or who agree to bring the technical bids as per tender detail. The evaluation of technical bids may take time and hence a separate date can be given for opening of financial bids.
2. Prices to be quoted FOR destination R&D Centre including packing, forwarding and transit insurance charges for items supplied by the Indian suppliers. In case of foreign suppliers the cost should include CIF price Dry Port, Ludhiana.
3. Prices to include installation, commissioning & training charges if any (specify separately).
4. Should mention rate of all duties & levies, CST, VAT, Service Tax separately, rates thereof must be specified clearly or otherwise it will be presumed as included.
5. The tenders shall be signed by only such legal and authorized person whose is competent to take all decisions and whose decisions are final.
6. Minimum guarantee period should be 02 years from the date of commissioning & installation approved by R&D Centre.
7. Rates quoted in the tender shall be both in figure and words
8. The offer / tender should be typed or written in ink. The offer/tender written in pencil may be ignored. All corrections must be signed by the tenderers.
9. Any earnest money / security deposited against any previous tender / supply order will not be considered. Fresh earnest money should be deposited with the tender, otherwise the tender will not be considered.
10. Telegraphic, email, fax tenders will not be considered.
11. Any tender, which is not accompanied by the proper tender form duly signed by the tenderer, will not be considered.
12. Offer must be valid for period of not less than 90 days. All tenders / offers will be regarded as constituting an offer or offer open to acceptance in whole or part up to the last date of validity as indicated by the tenderers in his tender offer.
13. The tenderers shall also attach with technical bid an attested copy of last years Income Tax return duly filed to income Tax Dept. along with their PAN and Sales Tax Registration No.

14. Any tender, which is not in accordance with the requirement of the NIT or otherwise contain ambiguous and vague terms, may be rejected and no back reference to the tenderer will be made.
15. The General Manager reserves the rights to reject all the tenders or part thereof or any other without assigning any reason.
16. Earnest money deposited by the tenderers / supplier shall be forfeited, if the tenderer withdraws his tender during the currency of its validity period.
17. The Jurisdiction of Courts will be at Ludhiana
18. Centre will not allow any increase in price once quoted after the seal is opened
19. In case of any dispute, the decision of the Chairman, Research & Development Centre for Bicycle & Sewing Machine, Ludhiana, will be final and binding.
20. In case of replacement, all the expenses will be borne by supplier.
21. Delayed Deliveries: For delay in delivery, penalty @ 2% of total value of the Purchase Order will be levied per month or part thereof. Risk purchase will be done at the cost of the Tenders/Supplier, if he does not supply the material in time.
22. Performance Guarantee: EMD submitted by the supplier will be refunded after 02 years of satisfactory performance of the item supplied.
23. Payment terms:
  - i) For supply of indigence items from manufacturer / supplier within country 50% payment through bank documents, 40% payment on receipt & inspection of item at site and balance 10% after installation and successful commissioning. The bank charges to be borne by the Supplier.
  - ii) For items to be supplied by manufacturers / suppliers from abroad, by opening irrevocable letter of Credit of 100% value with terms of release of 90% payment on presenting document of shipment and balance 10% within one month of installation, commissioning & satisfactory performance of the machinery & equipment.
  - iii) For construction work, the payment terms will be:
    - 10% advance along with order as revolving money.
    - The builder will submit running bills fortnightly. 75% of the running bill will be released on verification and balance on completion & verification of the works.
    - The final balance payment will be released on completion & verification of the works.
    - The taxes such as W.C.T., Service Tax and TDS shall be charged at actual and applicable at the time of completion of order.
24. The R&D Centre reserves the right for inspection of the machinery / equipment to be carried out by the officials of the Centre before dispatch of material and or at project site also. The supplier has to ensure inspection & testing facilities at their works or alternative site for inspection.
25. Tenders of only reputed tenderers/ manufacturers / suppliers shall be considered who have sound experience in line. The list of customers should be attached to whom supplies have been made in the past five years.
26. The tender should be submitted with the copy of tender form, detailed specifications with relevant / desired leaflet, catalogue, CD etc. and terms & conditions of contract.

27. Tenders received after the last date and time for whatsoever reasons are liable to be rejected under all circumstances.
28. The delivery period of the material / machinery / equipment should be minimum and the same is to be strictly adhered to.
29. As far as possible, the tenderer should indicate any specific requirements of installation and commissioning. The offer should clearly indicate separately the description & cost of:
  - i. Standard & essential accessories and spares
  - ii. Optional accessories and spares.
30. Wherever possible the accuracies of the machine / equipment should be clearly specified in terms of actual working. Wherever Calibration Certificates are required, the same should be submitted along with the supply. Such certificates should be traceable to a reputed National Lab with validity of minimum One year.
31. If the equipment tendered deviates from specifications, a deviation statement should be enclosed with the tender. If there is no deviation "NIL DEVIATION" confirmation should be enclosed with the tender.

#### GENERAL

1. Three (3) sets of Operational Manual shall be supplied along with Machinery & Equipment, for which the detailed instructions regarding operation, care and maintenance of all the accessories fitted shall be described. The operation manual shall also cover the details regarding spare parts etc., with sketches, where necessary and shall be in English.
2. The tenderer who shall finally supply the machinery & equipment shall have to depute his Engineers / Technicians for installation, commissioning and giving trial of the machinery & equipment. The necessary spare parts for maintenance of machinery & equipment for a period of two years shall also be quoted / supplied, wherever necessary. The necessary training for the machinery & equipment shall be provided to the Centre Engineers / Technicians at supplier's works and also at the Centre at the time of installation and commissioning regarding operation, servicing and maintenance etc.
3. The tenderer shall guarantee that the machinery / equipment shall be free from all defects in design, workmanship and material etc., for a period of 24 months from the date of supply. Should any defect develop in the period of guarantee, it shall be rectified promptly free of charge at the Centre by the supplier and all expenses for transportation of equipment etc., for such repair or replacement shall be borne by the supplier.
4. The supplier shall submit three (3) copies of drawing with details layout, foundation, hydraulics & Pneumatics and Electric Circuit etc., for the equipment wherever applicable and required.
5. All the equipments shall be subject to the inspection and testing both at supplier's works and at the Centre.
6. The Machinery / Equipment will be put to performance test after installation and commissioning for various operations.
7. After Sale, Service will be provided by the supplier when required. The supplier must clearly indicate technical as well as commercial terms & conditions for AMC after the expiry of warranty period. The supplier of the imported as well as indigenous

machinery & equipment should mention the authorized service provider after the sales and the estimated minimum time frame for attending the machine in case of breakdown and availability / supply of spares