OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, JAGATSINGHPUR (SOCIAL WELFARE SECTION)

No. 1084/ SW // Dt. 23.07.2008

TENDER CALL NOTICE

Sealed bids in the prescribed form are invited from the intending Bidders/Suppliers/Dealers/Manufacturers for supply of bicycles to SC/ST Girls students as per the specifications and quantity mentioned in the tender documents.

The tender documents will be sold from **Dt. 28.07.2008 to 05.08.2008** excluding Govt. holidays during office hours with a non-refundable tender documents cost of **Rs. 5,000/- (Rupees five thousand)** only at the District Social Welfare Officer, Jagatsinghpur.

The tender documents along with the tender form can also be downloaded from the website **http://www.Jagatsinghpur.nic.in.** However, in case the tender documents is downloaded from website, the tender fee of Rs.5,000/- (Rupees five thousand) only must be submitted along with the bid in shape of draft drawn on any scheduled Bank in favour of D.S.W.O., Jagatsinghpur payable at Jagatsinghpur.

The bid will be submitted by post in R. P. to reach the Office of the District Social Welfare Officer, Jagatsinghpur on or before **Dt.05.08.2007 at 5 P.M.**

"Tender for supply of Bicycle for SC/ST girls" must be written in bold letter clearly visible on the cover of the tender to distinguish it from other usual registered letters/daks.

The office will not be held responsible for any postal delay or loss/damage of the tender during transit.

The tenders will be opened on **Dt.06.08.2008 at 11A.M.** in the office chamber of Collector, Jagatsinghpur in presence of the Committee members.

The tenderer himself or only one representative of the tenderer can attend the tender committee meeting on the aforesaid date, time and place.

The bicycles will be delivered at the respective Block head quarter as per the numbers reported by the concerned B.D.Os.

The tenders received beyond the scheduled date shall not be taken in to consideration.

The authority reserves the right to reject any or all the tenders or cancel entire process without assigning any reason thereof.

-sd-COLLECTOR, JAGATSINGHPUR

Memo No...../SW//

Copy to the D.I.O.,N.I.C., Jagatsinghpur/Computer Programmer, DRDA, Jagatsinghpur with a copy of the tender call notice for hoisting in the District and Zilla Parishad websites respectively.

-sd-

COLLECTOR, JAGATSINGHPUR

Memo No...../SW//

Copy to all DSWOs of Orissa State / ADM, Jagatsinghpur / Sub-Collector, Jagatsinghpur/ All Block Development Officers of Jagatsinghpur district / Executive Officers, Paradeep Municipality / Jagatsinghpur Municipality / All District Level Officers of Jagatsinghpur district for information. They are requested to display the tender call notice in their notice boards for wide publicity.

-sd-COLLECTOR, JAGATSINGHPUR

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SECTION - I

INVITATION FOR BIDS

1.1 INTRODUCTION :

The Women & Child Development (W & CD) Department, Government of Orissa is committed for strengthening the initiatives of Government for holistic development of Women and Child, which constitutes 49.3% and 14.6% of the Orissa's population. This is the nodal Department for formulating plans and programmes for development of women & children in the State.

1.2 OBJECTIVES

Women & Child Development (W & CD) Department, Government of Orissa now invites sealed bids in **two cover system** from **eligible bidders** for supply of **BI-CYLES FOR GIRLS** as per the technical specification, quantity specified in the tender document.

1.3 ABOUT THE RFP DOCUMENTS

The Tender document comprises of the following.

SECTION-I INVITATION FOR BIDS

SECTION- II TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT

SECTION- III INSTRUCTION TO BIDDERS

SECTION- IV GENERAL CONDITIONS OF THE TENDER SECTION- V

TENDER FORMS & ANNEXURES

1.4 SCHEDULE OF THE TENDER PROCESS

- > The Tender will have 2 (Two) Parts viz., Technical Bid & Price Bid.
- Issue of Tender Document From 28.07.2008 to 05.08.2008 (excluding Govt. Holidays) during office hours by depositing a non-refundable Tender Document Fee of Rs.5,000/- (Rupees five Thousands only). The tender document can also be downloaded from the website http://www.Jagatsinghpur.nic.in However, in case the tender document has been downloaded from the websites, the Tender Document Fee of Rs.5,000/- must be deposited along with the Technical Bid in the form of a Demand Draft, drawn on a scheduled bank, in favour of District Social Welfare Officer, Jagatsinghpur and payable at Jagatsinghpur.
- Receipt of Bids On or before 05.08.2008 upto 5 PM
- Opening of Technical Bid On 06.08.2008 at 11 A.M in the Office Chamber of Collector, Jagatsinghpur in the presence of bidders who may choose to attend.
- Opening of Price Bids On 06.08.2008 after 11.00 AM
- Final Decision including issuance of Letter of Intent (LoI) Within 7 days.
- Signing of Contract & Issuance of detailed Award Letter Within 15 days.

Not with standing anything else contained to the contrary in this tender document, COLLECTOR, JAGATSINGHPUR reserves the right to cancel / withdraw / modify fully or partially the "Invitation for Bids" or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

1.5 AMENDMENT OF INVITATION

In case of any seeming discrepancy between the Press Advertisement, other detailed provisions of the Tender print-document and the updated version on the web up to 05.08.2008 till 5 P.M. the web-version will prevail.. At any time prior to the deadline for submission of bids, Collector, Jagatsinghpur reserves the right to add / modify / delete any portion of this document by issuance of an addendum, which would be published on the web site and will also be made available to the all the bidders who have indicated their intention to bid. The addendum shall be binding on all bidders.

SECTION-II

TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT

Section II: Technical Specification & Schedule of Requirement

1	Standard	-	The Girl's Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system.4.1(a)
2	Colour	-	Metalic Blue
3	Frame	-	As per IS 623-1963
4	Dimension of seat tube	-	IS-3404-1966
	a) Outside diameter of seat tube	-	28.6 mm
	b) Thickness of seat tube	-	1.63 mm
5	Saddle	-	PVC Saddle
6	Gear Bell	-	Chromium Plated Steel Gear Bell
7	Lock	-	7 Lever Metallic Lock
8	Side stand	-	Metallic side stand
9	Gear Case	-	Full Gear Case
10	Carrier	-	Metallic Black
11	Basket	-	Front basket steel netted with black coating
12	Sari Guard	-	Metallic Saree Guard
13	Туге	-	26 x 1-1/2"
14	Rim	-	26 x 1-1/2"
15	Thickness of the Rim	-	As per IS 624 : 1991 specification
16	Bi-Cycle Size	-	20"
17	Warranty Card		Proper warranty card should be tied with each bi-cycle at the time of delivery.

A) TECHNICAL SPECIFICATIONS FOR GIRLS BICYCLE

Copy of the Test Certificate obtained from accredited Lab confirming the relevant IS standard as specified in the technical specification should be submitted by the manufacturer.

B) <u>SCHEDULE OF REQUIREMENT</u>

Package No.	Description	Qty	Delivery Schedule in months from placement of purchase order/Signing of contract	EMD in Rs.
1	20" Girls Bi-Cycle as per Technical Specification	750 (Approximately)	2 Months	75,000.00
2	18" Girls Bi-Cycle as per Technical Specification	750 (Approximately)	2 Months	75,000.00

Bidders can submit their bids for **any /all** number of packages.

Bidders willing to submit their bid for **more than one** packages, have to submit their bid in **separate** outer envelops enclosing the inner envelops of technical and price bid alongwith the **required EMD for that package**. Each outer envelop should clearly be superscribed with the **Package No.** For example, the bidder willing to submit their bid for all the **two** packages, need to submit **two** outer envelops. Each outer envelop will enclose the technical proposal envelop & price bid envelop alongwith the required EMD for that Package.

The details of sealing the outer & inner envelops are mentioned in clause 4.7/4.8 of the General conditions of the tender (Section -IV).

Location & Quantity of Supply

The quantities of bicycles to be purchased are to be delivered at Block Head Quarter of Jagatsinghpur district. The block wise exact consignment will be intimated to the successful bidder(s) at the time of placing indent with it (them).

SECTION-III Section III: INSTRUCTIONS TO BIDDERS

3.1 ELIGIBILITY CRITERIA

The bidder must fulfill the following eligibility criteria:

- The bidder should be a manufacturer of Bi-Cycle in India with ISO 9001-2000 certified who must have manufactured, and supplied bicycle similar to the type specified in the technical specification. No consortium is allowed.
- Should have an Average Annual Turnover of Rs. 30 Lakhs.
- > Should have Valid Sales Tax/VAT/CST (Central Sales Tax) registration certificate.
- > Should have PAN.
- 3.2 COST OF BIDDING:

3.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and **Collector, Jagatsinghpur** (hereinafter referred to as the **'Purchaser'**) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

3.2.2 Non-transferable Tender:

The Tender Document is not transferable. Only the party who has purchased this tender form shall be entitled to quote.

3.3 EMD

The bidder has to submit in it's technical bid, the EMD of amount as specified in the Schedule of requirement in Section II. The EMD shall be in the shape of Demand Draft in favour of DSWO, Jagatsinghpur and payable at Jagatsinghpur or in the shape of a Bank Guarantee from a Nationalized/Scheduled Bank located in India.

3.4. GENERAL INFORMATION

- □ There are **two parts** of this Tender Document namely, Technical **Bid** and **Price Bid**. The bidder is required to fill out all the two parts of Tender Document and place them in **two** separate sealed envelopes, which should be superscribed as "**Tender for Supply of Bi-cycles for Girls Technical Bid**" and "**Tender for Supply of Bi-cycles for Girls Price Bid**". These **inner** envelopes should be placed in another **outer** sealed envelope and addressed to **Collector, Jagatsinghpur.** The **outer** envelope must show the name of the Bidder, address and should be superscribed as "**Tender for Supply of Bi-cycles for Girls**" on top of the envelope. The details of sealing and marking the envelops are specified in Clause 4.7/4.8 of Section IV.
 - □ Tenders(s) (non-transferable) would be considered in the prescribed tender form/ document only, which can be obtained in printed form, from the O/o the District Social Welfare Officer, Jagatsinghpur between 11 A.M. to 5 P.M. of working day, on payment of **Rs. 5,000/-**(non-refundable) in shape of Demand Draft (DD) in favour of District Social Welfare Officer, Jagatsinghpur payable at Jagatsinghpur on or before 5 PM. of Dt05.08.2008. Tenders, duly filled and accompanying all supporting documents, should be submitted on or before 5 PM of Dt.05.08.2008, after which no tenders would be accepted and would be liable for outright rejection.
 - □ The bidder who are downloading the tender document from the internet (http:// www.Jagatsinghpur.nic.in) must furnish the tender fee of **Rs.5,000/-** along with the **Technical Bid** apart from **EMD** (to be enclosed in the Technical Bid) as per the amount mentioned in the Schedule of Requirement (Section II) in the shape of Demand Draft in favour of District Social Welfare Officer, Jagatsinghpur payable at Jagatsinghpur.

(In case of Bank Guarantee, it should remain valid for a period of 45 days beyond the original valid period of bids or beyond any period of extension subsequently requested.)

- □ The bids will be opened at the office of the Collector, Jagatsinghpur, Orissa . The sealed covers containing bids will be opened in the presence of tenderer's representatives as per the bid opening schedule mentioned earlier. One representative per tenderer would be permitted to be present at the time of opening the tender. The commercial Bids of only the bidders short-listed from the Technical bids will be opened. The bids will be opened on the scheduled date and time even in case of absence of the tenderers.
- □ Tenders shall be fully in accordance with the requirements of the General Terms and Conditions. Appropriate forms furnished with this tender document shall be used for filling the tender. *Incomplete, illegible and unsealed* tenders will be rejected. *Telegraphic* tenders will not be accepted and no correspondence will be made in this matter.
- □ All offers should be made in *English*. Conditional offers and offers qualified by such vague and indefinite expression such *as "Subject to immediate acceptance", "Subject to prior sale*"

etc. will not be considered.

- □ The Price and conditions of the offer should be valid for a period of **120 days** after the date of tender opening. Tender with validity of less than 120 days may be rejected.
- Modification of specifications and extension of closing date of tender if required will be made by an *Addendum*. Copies of Addenda will be notified on the website and will be sent to those who have purchased the tender papers. This shall be signed and shall form a part of the tender in full and/or part thereof.
- Submitted tender forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each items of the tender and between unit rates and the total amount, the decision of the tendering authority will be final and binding on the tenderers. Total of each item and grand total of whole tender should be clearly written. Corrections in the tender, if unavoidable, should be made by rewriting with dated initial of the tenderer after scoring out of the wrong entries. Clerical and arithmetical mistakes may result in rejection of the tender.
- □ Request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates after opening of the tender will not be considered.
- □ While tenders are under consideration, tenderers and their representatives or other interested parties, are advised to *refrain from contacting by any means tenderer's personnel or representatives,* on matters relating to the tender under reference. Collector, Jagatsinghpur, if necessary will obtain clarification on tenders by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary. The tenderer will not be permitted to change the substance of his offer after the tenders have been received in the O/o District Social Welfare Officer, Jagatsinghpur. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for tenders in the Collectorate, Jagatsinghpur in future for a period of three years.

3.5 Price

The prices quoted shall be in **Indian Rupees** only. The Unit price quoted in the tender shall be inclusive of all charges such as charges of fitting, assembling, freight charges, transportations, shipment, demurrage, Insurance and all levies such as excise duty, custom duty if any or any other charges incidental to the delivery of the cycles at the location of supply.

3.6. DISQUALIFICATION OR REJECTION OF TENDERS

The tender is liable to be rejected or the bidder disqualified at any stage on account of the following :

- > If the bid is received by Telex/Telegram/Facsimile (Fax)/email.
- > If the bidor its submission is not in conformity with the instruction mentioned herein.
- If the bid is not accompanied by the requisite EMD (as per amount mentioned in the Schedule of requirement-) in shape of DD (in favour of District Social Welfare Officer, Jagatsinghpur payable at Jagatsinghpur) and the tender paper cost of Rs. 5,000/- in shape of DD (in favour of District Social Welfare Officer, Jagatsinghpur payable at Jagatsinghpur).
- If it is received after the expiry of due date and time.
- If it is incomplete and the required documents as specified in the tender document are not furnished.

- If misleading or false statements/ representations are made as part of pre- qualification requirements.
- If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced financial failures etc.

3.7 FORFEITURE OF EMD

EMD made by the bidder may be forfeited under the following conditions

- If the bidder withdraws the tender before the expiry of the validity period.
- During the tendering process, if a bidder indulges in any such activity as would jeopardize the tender process. The decision of **Collector**, **Jagatsinghpur** regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- If the bidder violates any of the provisions of the terms and conditions of the tender. In the case of a successful bidder, if the bidder fails to (a) accept award of work, (b) sign the Contract Agreement with Collector, Jagatsinghpur, after acceptance of communication on placement of award, (c) furnish performance security, or if the bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of Collector, Jagatsinghpur in timely finalization of this tender. The decision of Collector, Jagatsinghpur regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder by Collector, Jagatsinghpur.

3.8 COMPENSATION FOR TERMINATION OF CONTRACT

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by Collector, Jagatsinghpur, without any valid reasons acceptable to Collector, Jagatsinghpur, he may terminate the contract after giving 7 (seven) days notice, and the decision of Collector, Jagatsinghpur on the matter shall be final and binding on the bidder. Upon termination of the contract, Collector, Jagatsinghpur shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

3.9 PERFORMANCE SECURITY

The successful bidder shall be required to make a Security Deposit towards Performance Guarantee at the time of signing of contract, in the form of a Bank Guarantee from a Nationalized/Scheduled Bank located in India for an amount of 5% of the total purchase order value, valid up to 60 days after the date of completion of performance obligations including **warranty obligations**. The EMD deposited by the successful bidder shall be returned back after submission of the performance security. This Security Deposit shall be held free of interest by Collector, Jagatsinghpur as security for due performance as per obligations under this bid.

The performance security shall be refunded upon successful execution of the work, to the full satisfaction of Collector, Jagatsinghpur.

3.10. LIQUIDATED DAMAGES

In the event of delay in supply, beyond the stipulated time specified in this Contract, the bidder shall be liable to a penalty @1% of the value of work, for every week of delay upto a maximum of 5%, after which Collector, Jagatsinghpur shall be at liberty to cancel the award. For the purpose of this clause, part of a week shall be considered to be a full week.

3.11 Technical Bid : (Documents to be furnished along with Technical Bid)

In support of eligibility, a bidder must submit the EMD & the following documents, original copies or attested copies, as the case may be, along with the Technical Bid.

- 1. Detailed profile of company / firm.
- 2. Original Receipt of Rs. 5, 000/- towards the cost of the tender document or demand

draft for Rs.5,000/- if the tender document is downloaded.

- 3. Form T1-T7
- 4. Copies of all supporting documents as mentioned in Form T1-T7

5. Any other document, which the bidder may feel necessary in support of the bidding process.

- 6. EMD of amount as specified in the schedule of requirement (Section II) for each package in the shape of Demand Draft in favour of District Social Welfare Officer, Jagatsinghpur payable at Jagatsinghpur in a sealed envelope or Bank Guarantee from a Nationalized/Scheduled Bank located in India, valid for a period of 45 days beyond the original valid period of bids.
- 7. Copy of the valid ISO certification of the Manufacturer.
- 8. Copy of the Test certificates obtained from accredited lab confirming the relevant IS Standard as specified in the technical specification.
- 9. Copy of PAN
- 10. Copy of the Income Tax return filled by the Manufacturer for income up to 2007-08.
- 11. Copy of the up to-date Sales Tax/VAT and CST (Central Sales Tax) certificate of the manufacturer.
- 12. Copies of Annual audited accounts certified by chartered Accountant/Annual

Report in support of the Average Annual sales Turn Over of the Manufacturer.

- 13. Copies of the supply orders executed by the manufacturer in support of the quantity of supplied during the last three years.
- 14. Technical catalogue/brocheure of the bi-cycle illustrating the make, model & detail technical specifications.
- 15. Copy of the valid **manufacturing license** with **installed production capacity** duly attested by appropriate authorities issuing the manufacturing license.
- 16. Copy of the company/Firm registration

3.12 PRICE BID : (Documents to be furnished along with Price Bid)

A bidder must submit the following Forms in the Price Bid.

- 1. Form F1
- 2. Price Format : FORM F 2

3.14 EVALUATION AND SELECTION CRITERIA

The envelopes containing Technical Bids will be opened first and evaluated based on the documents and Forms submitted in the technical bid.

The Price bid of only those bidders whose technical bid is found to be responsive as per the tender requirement will only be opened. All other price bids will be ignored. Least-Cost Selection method shall be followed. The firm quoting the lowest price will be considered for award of contract.

SECTION - IV

GENERAL CONDITIONS OF THE TENDER

SECTION - IV

GENERAL CONDITIONS OF THE TENDER

4.1 Contents of Tender Document:

4.1.1 This Tender Document comprises of the following Sections. SECTION I : INVITATION OF BIDS SECTION II : TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT SECTION III : INSTRUCTION TO BIDDERS SECTION IV : GENERAL CONDITIONS OF THE TENDER SECTION V : TENDER FORMS & ANNEXURES 4.1.2 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.

4.2 Clarification regarding tender document :

4.2.1 A prospective Bidder requiring any clarification about the tender document may request Collector, Jagatsinghpur in writing by Fax / E-mail / Speed post at the Collector;s Address indicated in the invitation bids. An envolop containing request for clarification or any other correspondence regarding this tender sent by post must be superscribed clearly by words "Tender for supply of Bi-Cycles for Girls" and the Tender Enquiry No." Collector, Jagatsinghpur will respond in writing, only to such requests for clarification, which it receives one day before the rebind conference. Written copies of the Collector, Jagatsinghpur response to the queries (without identifying its source) will be sent to all the prospective bidders who have purchased the tender document or the response to the queries shall be uploaded in the website www. jagatsinghpur.nic.in. Such clarifications will be binding on all the bidders. However, Collector, Jagatsinghpur will not be responsible for non-receipt of a clarification, due to transmission loss / delay or any other reason.

4.3. Ammendment of Bids :

- 4.3.1. Bids once submitted cannot be amended. However, in case of some administrative exigencies, Collector, Jagatsinghpur may decide to take fresh bids from all the Bidders before actually opening of the Technical and Price Bids.
- 4.3.2
- In order to afford prospective Bidders reasonable time to make amendment in their bids, Collector, Jagatsinghpur may, at its discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on Collector, Jagatsinghpur...

4.4 Language of Bid & Correspondence:

The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including the technical brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & Collector, Jagatsinghpur will be in English language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed formal copy.

4.5 Bid Currencies: Prices shall be guoted in Indian Rupees only.

4.6 Period of validity of Bids:

- 4.6.1 For the purpose of placing the order, the Bids shall remain valid for at least 120 days after the date of bid opening. A bid valid for a shorter period may be rejected by Collector, Jagatsinghpur as being non-responsive. During the period of validity of Bids, the rates quoted shall not change.
- 4.6.2 In exceptional circumstances, the Collector, Jagatsinghpur may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security (EMD) provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its bid security (EMD). A Tenderer accepting the request will not be required nor permitted to modify its bid.

4.7 Format and Signing of Bid:

- 4.7.1 The Bidder shall prepare 2 (Two) copies of the Bid, clearly marking "Original Bid" on one copy and "Copy Bid" on the remaining copy. In the event of any discrepancy among the Original bid and Copy Bid, the Original Bid shall prevail. Bids shall be packed and sealed as per procedure given in para 4.8 below.
- The original and the copy Bid shall be neatly typed and shall be signed, by an authorised 4.7.2 signatory (ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- The Bid shall contain no interlineations, erasures or overwriting, in order to correct error made 4.7.3 by the Bidder. All corrections shall be done & initialed by the authorised signatory after striking out the original words / figures completely.

4.8 Sealing and Marking of Bids:

4.8.1 The Bidder shall seal & mark various parts of the Bid as follows: (a) Technical Bid as per para 3.11 in 2 (Two) copies (one original + 1 copy) in two different envelopes. All two envelopes shall be sealed in a covering envelope superscribed with words "Tender for Supply of Bi-cycles for Girls - Technical Bid", "Package No._____" & "Do Not Open Before 06.08.2008, 11.00 AM".

(b) Price Bid as per para 3.12 in 2 (Two) copies (one original + 1 copy) in two different envelopes. All two envelopes shall be sealed in a covering envelope superscribed with words "Tender for Supply of Bi-cycles for Girls - Price Bid", "Package No._____" & "Do Not Open Before 06.08.2008, 11.00 AM ".

(c) These inner envelopes should be placed in another outer sealed envelope. The **outer** envelope must show the name of the Bidder, address and should be superscribed as "**Tender** for Supply of Bi-cycles for Girls ", " Package No._____" & "Do Not Open Before _____, 4.00 PM " on the top of the envelope.

Bidders can submit their bids for **any /all** number of packages.

Bidders willing to submit their bid for **more than one** packages, have to submit their bid in **separate outer envelops** enclosing the inner envelops of technical and price bid alongwith the **required EMD for that package**. Each outer envelop should clearly be superscribed with the **Package No.** For example, the bidder willing to submit their bid for all the **two** packages, need to submit **two outer envelops**. Each outer envelop will enclose the technical bid envelop & price bid envelop alongwith the required EMD for that Package.

4.8.2 Every envelope and forwarding letter of various parts of the Bid shall be addressed as follows:

The District Social Welfare Officer, Jagatsinghpur, P.O/Dist.-Jagatsinghpur, Pin-754103, Orissa

- **4.8.3** If the envelopes are not sealed as per para 4.8.5 below and marked as required above, Collector, Jagatsinghpur will assume no responsibility for the Bid's misplacement or premature opening.
- **4.8.4** Bids sent through Telex / Telegrams / Fax / Email shall not be acceptable.
- 4.8.5 The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures.
- **4.8.6** A Bidder who packs its Bid in a manner other than what has been described in para 4.8.1 above, may face rejection of the Bid.

4.9 Deadline for Submission of Bids:

- **4.9.1** Bids will be received by the District Social Welfare Officer, Jagatsinghpur at the specified address not later than **5 PM on 05.08.2008**
- **4.9.2** Collector, Jagatsinghpur may, at its discretion, extend this deadline as per para 4.2.2. Collector, Jagatsinghpur may also extend this deadline for any other administrative reason.

4.10 Late Bids:

4.10.1 Any bid received by District Social Welfare Officer, Jagatsinghpur after the deadline for submission of bids, as per clause 4.9.1 or 4.9.2 will be rejected.

4.11 Modification and Withdrawal of Bids:

4.11.1 Modifications of Bids may be allowed by Collector, Jagatsinghpur under circumstances mentioned

in para 4.2.1. This option will be available to every Bidder who has submitted Bid.

4.11.2 Bids cannot be withdrawn during the interval between its submission of bids and expiry of Bid's validity period.

BID OPENING AND EVALUATION

4.12 Opening of Bids by Collector, Jagatsinghpur :

- **4.12.1** The Bids shall be opened at **11.00 AM hours** on **06.08.2008** or on any other day and time later, fixed as per para 4.2.2 or any other enabling provisions in this behalf, in the Office Chamber of Collector, Jagatsinghpur in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.
- **4.12.2** In order to assist in the examination, evaluation and comparison of Bids, Collector, Jagatsinghpur may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.
- **4.12.3** In the first instance, the envelopes containing Technical Bids of the Bidders will be opened and the contents will be announced in the presence of all Bidders or their representatives. Tender Committe's determination of technical qualification shall be based on objective evaluation of the contents of the technical bid itself and not on any extrinsic evidence (except the one that is given by way of a written technical clarification in response to a query by the Tender Committee). However, while determining the technical qualification of various Bidders, Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of Tender Committee in this regard shall be final.
- **4.12.4 Opening of Price Bids:** The Price Bids of only those Bidders will be opened who technical bids are found to be responsive fulfilling all the technical requirements and technical specifications as per the tender document

4.13 Evaluation and Comparison of Price Bids:

4.13.1 The comparison of Price Bids shall be done as follows:

The Bidders are required to complete their Price Bid in Form F1,F2. For price bid evaluation, in determining the lowest evaluated bidder, the price shall include the price of bi-cycles with all accessories, all duties such as customs duty, excise duty, all charges of assembling, transportation cost to the point of delivery, insurance, any other expenditure incidental to the delivery and the sales tax and any other taxes.

Note : The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or Collector, Jagatsinghpur may take a final decision about such conditionalities at its discretion.

4.14 RANKING OF BIDDERS:

Least-Cost method of selection shall be followed. The Bidders will be ranked in order of the cost in Price bids after qualifying the Technical bid.

4.15 **NEGOTIATIONS**:

- **4.15.1** Tender Committee may finalise the Tender & award the contract without any negotiations, if it is satisfied with reasonableness & workability of the lowest offer. Therefore, Bidders are advised to make best possible price offer in the first instance only.
- 4.15.2. Tender Committee reserves the right to negotiate the price with the L1 bidder.

During the negotiations, a revised price Bid will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace / supersede the earlier Price Bids, provided that the original price bid will not be allowed to be changed to the detriment of purchaser. Therefore, Bidders are advised to send sufficiently senior representatives (who can take on-the-spot decisions) for negotiations.

4.15.3. Tender Committee reserves the right to negotiate with other bidders to match the L1 price and to procure part quantities in the ascending order of price quoted by the bidder, in order to ensure the supply of the required quantity within the stipulated time.

AWARD OF WORK

4.16 Collector's Right to Accept any Bid and to Reject any or all Bids:

4.16.1 Notwithstanding anything else contained to contrary in this Tender Document, Collector, Jagatsinghpur reserves the right to accept or reject any Bid or to annul the bidding process fully or partially, or modifying the same and to reject all Bids at any time prior to the award of work, without incurring any liabilities in this regard.

4. 17 Notification of Award:

- **4.17.1** Prior to the expiry of the period of Bid validity, District Social Welfare Officer, Jagatsinghpur will notify the successful bidder in writing by speed post or Fax or email that its Bid has been accepted.
- **4.17.2** The liability of the successful bidder to perform the services will commence from the date of notification of Award. The Completion Period shall be counted from the date of Notification of Award of work'.

4.18 Corrupt or fraudulent Practices

Collector, Jagatsinghpur requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:- **Corrupt Practice** means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and **Fraudulent Practice** means a misrepresentation of facts, in order to influence a procurement process or execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission), designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the Bidder has engaged in corrupt and fraudulent practices in competing for or in execution of the contract.

4.19 Application:

These General Conditions shall apply to the extent that these are not superseded by specific provisions in other parts of this tender document. A detailed Work Order (Phase wise) shall be issued, after the bid is selected. Detailed provisions of such an order shall have an over-riding effect vis-a-vis this Tender Document.

4.20 Delay in the Consultant's Performance:

- **4.20.1** Delivery of services shall be made by the selected bidder in accordance with the time schedule specified by Collector, Jagatsinghpur in para 2.7 of Terms of Reference (Section II).
- **4.20.2** The selected bidder will strictly adhere to the time-schedule for the performance of Work. However, Collector, Jagatsinghpur can relax this time limit.

4.20.3 In case of delay in performance for reasons attributable to the selected bidder, such liquidated damages shall be imposed as are stipulated in the Work Order placed or agreement signed, while awarding the work.

4.21 Performance Security:

Within 15 (Fifteen) days of Notification of Award, the successful bidder shall be required to make a Security Deposit towards Performance Guarantee at the time of signing of contract, in the form of a Bank Guarantee from a Nationalized/Scheduled Bank located in India for an amount of **5%** of the total purchase order value, valid up to 60 days after the date of completion of performance obligations including the **two year warranty obligations**. The EMD deposited by the successful bidder shall be returned back after submission of the performance security. This Security Deposit shall be held free of interest by Collector, Jagatsinghpur as security for due performance as per obligations under this bid. The proceeds of the Performance Security shall be payable to Collector, Jagatsinghpur as compensation for any loss resulting from the Company's failure to fulfill its obligations under the terms and conditions of the Work Order. The Performance Security will be discharged by Collector, Jagatsinghpur and returned to the company not later than 30 (Thirty) days following the date of completion of the Work Order. Order/Contract.

4.22 Termination for Default:

Collector, Jagatsinghpur may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security by written notice of default sent to the company, terminate the work / task in whole or in part, after sending a notice to the Company in this regard.)

(a) If the Company fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the Tender Document.

(b) If the Company fails to perform any other obligations under the terms and conditions.

4.23 Insurance

All the prices quoted should include the insurance cost. Transit insurance to cover the risk of the consignment during transit from point of origin (manufacturing point) to the point of delivery at the respective consignee places (as mentioned in the schedule of requirement – Section II) shall be arranged by the supplier at his cost.

4.24 Warranty Terms

The bidder shall warrant workmanship of the bi-cycles offered to be free from any defects for a period of **two years** from the date of delivery. A **Warranty Card shall be supplied along with Each Cycle.**

The bidder shall be fully responsible for warranty in respect of proper design, quality and workmanship of all material, accessories etc. covered by the offer. During the warranty period, the supplier shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge within one week from the date of intimation by the District Social Welfare Officer, Jagatsinghpur.

4.25 Quantity Variation

Collector, Jagatsinghpur reserves the right to modify, increase or decrease the quantity requirements to an extent of 25% from the tendered quantity at the time of ordering or by issue of amendment subsequently.

4.26 Inspection & Test or Sample

4.27 Payment Terms

No advance payment shall be made. Payment will be made only after completing the supply of entire quantity at all the delivery places. Part payment will not be made for part supply of the bicycles. 100% payment will be made by the District Social Welfare Officer, Jagatsinghpur after receipt of the bi-cycles confirming to the specifications and acceptance by the concerned authorities at the delivery places. Payment will be made within 30 days from the date of receipt of bills by the District Social Welfare Officer, Jagatsinghpur with proper acknowledgement, verification of quality and acceptance of the cycles by the concerned authorities at the delivery places.

4.28 Confidentiality:

Any information pertaining to the Govt. of Orissa or any other agency involved in the project, matters concerning Govt. of Orissa that comes to the knowledge of the bidder in

connection with this contract, will be deemed to be confidential and the supplier will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same.

4.29 Force Majeure

(a) This clause shall mean and be limited to the following in the execution of the contract placed by Collector, Jagatsinghpur.

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the supplier, which prevent or delay the execution of the order by the supplier.

(b) The supplier shall advise Collector, Jagatsinghpur in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the *force majeure* conditions. In the event of a delay lasting for more than one month, if arising out of clauses of *force majeure*, Collector, Jagatsinghpur reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for whatsoever reason, subject to the provision of clause mentioned.

4.30 Arbitration:

Any disputes after entering into agreement will be settled under Indian Arbitration and Conciliation Act, 1998. The arbitration proceeding shall be held in Jagatsinghpur, Orissa.

4.31 Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of Jagatsinghpur courts only.

4.32 Completeness of Tender Offer :

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

SECTION - V

TENDER FORMS & ANNEXURES

COLLECTOR, JAGATSINGHPUR

SUPPLY OF BI-CYLES FOR GIRLS

TENDER ENQUIRY NO_____

TENDER FORMS

TECHNICAL BID

Check List (Technical Bid)

Please check whether the followings have been enclosed in the respective cover, namely, Technical Bid: *(please arrange the documents serially in the following order)*

1.	Tender document Cost (DD of Rs.5,000/ if downloaded or Original receipt of Rs.5000/- if purchased the tender document)	Yes/No	
2.	Bid Security (DD or BG of the amount specified for the package in the schedule of requirement (Section II)	Yes/No	
3.	Form T1	Yes/No	
4.	Form T2	Yes/No	
5.	Form T3	Yes/No	
6.	Copy of the company/Firm Registration certificate	Yes/No	
7.	Copy of the up-to-date CST certificate	Yes/No	
8.	Copy of PAN	Yes/No	
9.	Copy of the Income Tax return filled by the Manufacturer for income up to 2007-08.	Yes/No	
10.	Copy of up-to-date VAT clearance certificate	Yes/No	
10.	Copy of the ISO 9001-2000 certificate	Yes/No	
12.	Form T4	Yes/No	
13.	Copies of Annual audited accounts certified by chartered		
	Accountant/ Annual Report in support of the information Provided in Form T4	Yes/No	
14.	Form T5	Yes/No	
15.	Copies of Manufacturing License with production with		
	production capability certification in support of the information provided in Form T5	Yes/No	
16.	Form T6 (For Package-1)	Yes/No	
-		165/110	
17.	Copies of Purchase orders / contracts in support of the information provided in Form T6	Yes/No	
18.	Form T7 (For Package-2)	Yes/No	
19.	Copies of technical brochures of the products		
	offered in support of the technical specification		[]
	Compliance provided in Form T7	Yes/No	
20.	Copies of Test certificates from accredited laboratory confirming to the relevant IS Standards in support of the		
	technical specification Compliance provided in Form 17	Yes/No	
а) IS 10613-2004		
b			
C			
Ċ	10 0404-1900		

FORM - T1

(To be submitted with Technical Bid)

TECHNICAL TENDER SUBMISSION FORM

То

The Collector, Jagatsinghpur, Orissa

Dear Sir,

We, the undersigned, offer to supply the bi-cycles for the Tender of **Supply of Bi-cycles for Girls**. We are hereby submitting our bid, which includes this Technical bid, and a Price bid sealed under a separate envelope

We hereby declare that all the information and statements made in this bid are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our bid is valid for a period of **120 days** after the date of Bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our tender. If we are assigned the work during the period of validity of the bid, we undertake to carry out the same as per the terms and conditions of this tender document.

We have carefully gone through the Terms & Conditions contained in the Tender Document and I declare that all the provisions of this Tender Document are acceptable to my Company.

I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

FORM –T2

(To be submitted with Technical I Bid)

DECLARATION REGARDING CLEAN TRACK RECORD

То

The Collector, Jagatsinghpur, Orissa

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [Tender reference _____] for **Supply of Bi-cycles for Girls**. I hereby declare that my company has not been debarred /blacklisted by any Government / Semi-Government organizations. I further certify that I am the competent authority in my company and my company has authorized me to make this declaration.

Yours truly,

Authorized Signatory [*In full and initials*]: Name and Title of Signatory: Name of Firm:

FORM – T3 (To be submitted with General Bid) General Information about Firm/Company

Sl. No	Particulars	Details to be furnish	ned		
Detail	ls of the Bidder (firm/com	pany)			
1.	Name				
2.	Address				
3.	Telephone		Fax		
4.	E-mail		Websit	e	
Detail	ls of Authorized person				
5.	Name				
6.	Address				
7.	Telephone		E-mail		
Inforr	nation about the company	,			
8.	Status of company (Public Ltd. / Pvt. Ltd.)				
9.	Details of Registration	Date			
	of firm/company (enclose the necessary documentary proof)	Ref #		Certific	oration/Registration
10.	No. of employees of the Company / Firm				
11.	Locations and addresses of the Manufacturing Plant(s) (in India)				

Sl. No	Particulars	Details to be furnished
12.	Central Sales Tax Number	(Enclose the copy of the up- to- date central Sales Tax registration)
13.	VAT Registration No.	(Enclose the copy of the up-to-date VAT clearance certificate)
14.	PAN.	(Enclose the copy of the PAN)
15.	ISO (9001-2000) Certification No.	(Enclose the copy of the ISO 9001-2000 Certificate)
16.		
17.		

Authorized Signatory [*In full and initials*]: Name and Title of Signatory: Name of Firm:

FORM – T4

(To be submitted with Technical Bid)

TURN OVER DETAILS

Financial Year	Turn-over (Rs. in Crores)	Profit before taxes (PBT)	Profit after taxes (PAT)
		(ГОТ)	(FAT)
2005 – 2006			
2006 – 2007			
2007 – 2008			
Average Turnover of last three Financial Years (Rs. in Crores)			

Note: Please attach copies of the Annual audited financial statement certified by the Chartered Accountant/Annual Report in support of the information provided above

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

FORM – T5 (To be submitted with Technical Bid)

PRODUCTION CAPACITY

- A. Total Production Capacity per Year :
- B. No. of Manufacturing Plant (s) :
- C. Plant wise Production Capacity (per month) :

SI. No	Name of the Plant / Location	Production Capacity per Month

Note : Please attach the Photocopy of the Manufacturing License with Production Capability certification in support of the information provided above.

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

FORM – T6

(To be submitted with Technical Bid)

Performance Statement for the last three years (Use separate sheets if the space provided is not sufficient)

Orders placed by (Full Address of Purchaser)	Order No. and Date	Item Description	Quantity of Bicycles supplied	Value of Order (Rs.)	Date of Completion of Delivery	Remarks indicating reasons for late delivery if any

Note : Please enclose the necessary documentary proof like copies of contracts / purchase Orders in support of the information provided above.

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

FORM – T7

(To be submitted with Technical Bid) TECHNICAL COMPLIANCE STATEMENT

SI.	Required Specification		Complied (Yes/No)	Deviation if any
1	Bi-Cycle Size	20"		
2	Standard	The Girl's Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system.4.1(a)		
3	Colour	Metalic Blue/ Green/ Pink		
4	Frame	As per IS 623-1963		
5	Dimension of seat tube	IS-3404-1966		
	a) Outside diameter of seat tube	28.6 mm		
	b) Thickness of seat tube	1.63 mm		
6	Saddle	PVC Saddle		
7	Gear Bell	Chromium Plated Steel Gear Bell		
8	Lock	7 Lever Metallic Lock		
9	Side stand	Metallic side stand		
10	Carrier	Metallic black coated Carrier		
11	Gear Case	Full Gear Case on Both sides		
12	Basket	Front basket steel netted with black coating		
13	Sari Guard	Metallic Saree Guard		
14	Tyre	26 x 1-1/2"		
15	Rim	26 x 1-1/2"		
16	Thickness of the Rim	As per IS 624 : 1991 specification		
17	Warranty Card	Proper warranty card should be tied with each bi-cycle at the time of delivery.		

Note : 1) Please enclose copies of technical brochures of the bicycle offered in support of the technical specification Compliance provided in Form T7

2) Please enclose the test certificates of the manufacturer confirming to IS 10613:2004, IS 623-1963, IS 624-1991, IS 3404-1966 in support of the technical specification Compliance provided in Form T7

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

(То	be submitted with	Technical Bid)
TECHNICAL	COMPLIANCE S	TATEMENT

SI.		Complied (Yes/No)	Deviation if any	
1	Bi-Cycle Size	18"		
2	Standard	The Girl's Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system.4.1(a)		
3	Colour	Metalic Blue/ Green/ Pink		
4	Frame	As per IS 623-1963		
5	Dimension of seat tube	IS-3404-1966		
	a) Outside diameter of seat tube	28.6 mm		
	b) Thickness of seat tube	1.63 mm		
6	Saddle	PVC Saddle		
7	Gear Bell	Chromium Plated Steel Gear Bell		
8	Lock	7 Lever Metallic Lock		
9	Side stand	Metallic side stand		
10	Gear Case	Full Gear Case on Both sides		
11	Basket	Front basket steel netted with black coating		
12	Sari Guard	Metallic Saree Guard		
13	Tyre	24 x 1-1/2"		
14	Rim	24 x 1-1/2"		
15	Thickness of the Rim	As per IS 624 : 1991 specification		
16	Warranty Card	Proper warranty card should be tied with each bi-cycle at the time of delivery.		

Note : 1) Please enclose copies of technical brochures of the bicycle offered in support of the technical specification Compliance provided in Form T7

2) Please enclose the test certificates of the manufacturer confirming to IS 10613:2004, IS 623-1963, IS 624-1991, IS 3404-1966 in support of the technical specification Compliance provided in Form T7

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

COLLECTOR, JAGATSINGHPUR

SUPPLY OF BI-CYLES FOR GIRLS

TENDER ENQUIRY NO. _____

TENDER FORMS

PRICE BID

Check List (Price Bid)

Please check whether the followings have been enclosed in the respective cover, namely, Price Bid: *(please arrange the documents serially in the following order)*

 1.
 Form F1
 Yes/No

 2.
 Form F2
 Yes/No

FORM – F1 (To be furnished in the **Price Bid**)

PRICE BID SUBMISSION FORM

(On the letterhead of the firm)

[Location, Date]

То

The Collector, Jagatsinghpur, Orissa

Ref. : Tender Enquiry No. and Dt.

Dear Sir,

We, the undersigned, offer to supply the bi-cycles for the Tender of "**Supply of Bi-cycles for Girls**" in accordance with your tender referenced above and our Technical Proposal.

Our proposal is valid for a period of 120 days after the date of Bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our tender. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,
Authorized Signatory [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

PRICE FORMAT

FORM F2

(To be submitted with Price Bid)

1	2	3	4	5	6	7	8	9
No.	Description Item	Model&Make	Unit&Qty.	Price of each Unit			Unit Price	Total Price (Rs.)
SI.				Ex- Factory/ex- warehouse/ ex- showroom/ off the shelf Price (inclusive of excise duty if any)	Inland transportation, insurance and other costs incidental to delivery at the location of delivery	Sales and other Taxes payable if contract awarded	(Rs.)	
				а	b	С	(a+b+ c)	(4 x 8)

[Note: In case of discrepancy between unit price & total price, the unit price shall prevail]

Total Price in Rs. (in figures)

Total Price in Rs. (in words) _____

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Annexure 1

EMD (BANK GUARANTEE) FORM

THE CONDITIONS of this obligation 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 if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

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

(Signature of the Bank)

Name of Bidder

Annexure 2

PERFORMANCE SECURITY BANK GUARANTEE FORM

To:

(Name of Purchaser)

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 the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

This guarantee is valid until theday of......2010.

Signature and Seal of Guarantors

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