

UTTARAKHAND RURAL WATER SUPPLY & SANITATION PROJECT
(Department of Drinking Water and Sanitation, Uttarakhand)

Project Management Unit, Swajal Project
First Floor, The Institution of Engineers (India) Building,
Delhi (Saharanpur) Road, Near ISBT, Dehradun -248171 (Uttarakhand)

Phone: 91-135-2643455, 2643380
E-mail: pmu_uttaranchal@rediffmail.com

Fax: 91-135-2643381
Web Site: <http://swajal.uk.gov.in>

NATIONAL COMPETITIVE BIDDING

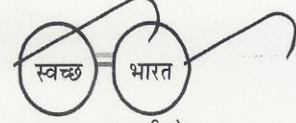
1	Tender Notice (IFB-No)	:	Letter No. 1270/C-04(XVI)/2014 dated 28 th August, 2015
2	Bid No.	:	02-WQM&S/2015-16
3	Name of Work	:	FOR THE SUPPLY OF BACTERIOLOGICAL TEST VIALS
4	Under The programme	:	NRDWP-WQM&S
5.	Under the Jurisdiction of	:	Principle Secretary/ Secretary of Drinking Water and Sanitation, Government of Uttarakhand
6	Website for downloading and online submission of Bid	:	https://uktenders.gov.in
7	Period of downloading of bidding document	:	31 st August, 2015 at 12:00 Hrs to 21 st , September, 2015 upto 17:00 Hrs
8.	Period of Online submission of bidding document	:	01-09-2015 at 11:00 Hrs to 22-09-2015 at 15:00 Hrs
9.	Time, Date of opening of Bids	:	22-09-2015 at 15:30 Hrs
10.	Place of Opening of Bids	:	Project Management Unit- Swajal Project, First Floor, The Institution of Engineers (India) Building, Delhi (Saharanpur) Road, Near ISBT, Dehradun -248171
11.	Officers inviting Bid	:	Director, Project Management Unit- Swajal Project, First Floor, The Institution of Engineers (India) Building, Delhi (Saharanpur) Road, Near ISBT, Dehradun -248171



परियोजना प्रबन्धन इकाई

स्वजल परियोजना

उत्तराखण्ड ग्रामीण पेयजल एवं स्वच्छता परियोजना
(पेयजल एवं स्वच्छता विभाग, उत्तराखण्ड),
प्रथम तल, दि इंस्टीट्यूशन आफ इंजीनियर्स बिल्डिंग,
निकट आई.एस.बी.टी., देहरादून-248171



एक कदम स्वच्छता की ओर

फोन : 91-135-2643455, 2643380
फैक्स : 91-135-2643381
वैब साइट: <http://swajal.uk.gov.in>
ई मेल : pmu_uttaranchal@rediffmail.com

पत्रांक: 1280 / C-04(xvi) / 2014

दिनांक: 28 अगस्त, 2015

ई-निविदा सूचना

परियोजना प्रबन्धन इकाई-स्वजल परियोजना, (पेयजल एवं स्वच्छता विभाग, उत्तराखण्ड) द्वारा राष्ट्रीय ग्रामीण पेयजल आपूर्ति कार्यक्रम के पेयजल गुणवत्ता अनुश्रवण एवं निगरानी के अन्तर्गत पेयजल नमूनों की जैविक जांच हेतु वायल्स का क्य किए जाने हेतु ई-निविदा (E-Tenders) आमंत्रित की जाती है।

निविदा प्रपत्र की कीमत (रु. 1000.00+13.5 % VAT) जमानती धनराशि रु. 51630.00 एवं कार्य पूर्ण करने का समय तीन सप्ताह है। शेष विवरण, नियम एवं शर्तें कार्यालय परियोजना प्रबन्धन इकाई-स्वजल परियोजना, देहरादून की विस्तृत जानकारी विभागीय वैब साइट: <https://uktenders.gov.in> अथवा <http://swajal.uk.gov.in> पर दिनांक 31 अगस्त, 2015 से देखी जा सकती है। निविदा से सम्बन्धित महत्वपूर्ण तिथियाँ निम्नानुसार है:

निविदा आमंत्रण की तिथि	29-08-2015
निविदा ऑनलाईन प्रकाशन की तिथि	31-08-2015 अपरान्ह 12:00 बजे
डोक्यूमेंट डाउनलोड प्रारम्भ की तिथि	31-08-2015 अपरान्ह 12:00 बजे से
डोक्यूमेंट डाउनलोड समापन की तिथि	21-09-2015 अपरान्ह 05:00 बजे
बिड अपलोड प्रारम्भ की तिथि	01-09-2015 पूर्वाहन: 11:00 बजे
बिड अपलोड समापन की तिथि	22-09-2015 अपरान्ह 03:00 बजे
टेक्नीकल बिड खोलने की तिथि	22-09-2015 अपरान्ह 03:30 बजे

नोट:- विभाग द्वारा संशोधन पत्र जारी करने की दशा में वह केवल उक्त वैब साइट पर ही देखा जा सकेगा एवं किसी समाचार पर में प्रकाशित नहीं कराया जायेगा। अतः इच्छुक निविदा दाताओं से अनुरोध है कि वे अन्तिम तिथि तक उक्त साइट पर नजर बनाये रखें।

(आर.के. रजवार)

इकाई समन्वयक (तकनीकी)

प्रतिलिपि:- निम्न को सूचनार्थ प्रेषित।

1. वित्त नियंत्रक, परियोजना प्रबन्धन इकाई, स्वजल परियोजना, देहरादून।
2. मुख्य अभियन्ता, राज्य जल एवं स्वच्छता मिशन, देहरादून।
3. निदेशक, पेयजल एवं स्वच्छता सहयोगी संगठन, देहरादून।

इकाई समन्वयक (तकनीकी)

NATIONAL COMPETITIVE BIDDING
FOR THE SUPPLY OF BACTERIOLOGICAL TEST VIALS

1. The Government of Uttarakhand has received a Grant from the Government of India towards the cost of “Water Quality Monitoring & Surveillance and it is intended that part of the proceeds of this Grant will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Project Management Unit- Swajal Project now invites bids from eligible bidders for supply of vials listed below:

Item No	Description of Goods	Quantity
1.	<i>Bacteriological test vials</i>	84500 (Eighty Four Thousand Five Hundred)

3. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions agreed in Uttarakhand Procurement – 2008 Procurement of Goods and amendment on 2015.
4. The bidding document may downloaded from the Web site: <http://swajal.uk.gov.in>.
 - (a) Price of bidding document : ₹ 1000/- + 13.5 % Vat (₹ One Thousand + Vat)
(Non-refundable) Total ₹ 1135.00 only.
5. All bids must be accompanied by a bid security as specified in the bid document and must be submitted at the date and time indicated above.
6. In the event of the date specified for bid opening is declared a holiday for purchaser’s office, the opening of bids will be on the next working day.
7. The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - (i) Instruction to Bidders (ITB);
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form and Price Schedules;
 - (v) Bid Security Form;
 - (vi) Contract Form;
 - (vii) Performance Security Form;
 - (viii) Manufacturer’s Authorization Form;

SECTION-I : INSTRUCTIONS TO BIDDER:

- 1.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 1.2 **Bid Security:** Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-III- Schedule of Requirements. Prices shall be quoted in Indian Rupees.
- 1.3 **Period of Validity of Bids:** Bids shall remain valid for **45** days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.4 **Format and Signing of Bid:** The Bidder shall prepare separate Technical Bid and Financial Bid
- 1.5 **Submission of Bids:** The Bidders shall submit the bid before **15:00 hours on 22nd September, 2015**
- 1.6 **Late Bids:** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected to the Bidder.
- 1.7 **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 1.8 **Qualification Criteria:**
 - (i) Experience under supply contracts for similar goods such as those pertaining to supply of Vials in the role of manufacturer or supplier, for at least the last three [3] FY (01-04-2012 to 31-03-2015) prior to the applications submission deadline. Necessary documents in this regard may be enclosed for verification.
 - (ii) Minimum average annual sale turnover of ₹ 50 lacs (₹ Fifty lacs) within the last three years. Please attach the audited Balance Sheets and Profit & Loss A/c Accounts of last three years or

- Certificate from Chartered Accountant regarding Sale turnover in last three years. Necessary documents in this regard may be enclosed for verification
- (iii) Executed similar type of one contract or supply order in last three year valued not less than ₹ 20.0 lacs. Necessary documents in this regard may be enclosed for verification
 - (iv) The bidder must be manufacturer or authorized supplier/agent of goods required under this bid. Necessary documents in this regard may be enclosed for verification.
 - (v) The bidder must have Liquid assets and/or availability of credit facilities of no less than ₹ 30.0 lacs. Necessary documents in this regard may be enclosed for verification.
 - (vi) The bidder should be a manufacturer who must have designed, manufactured, tested and supplied the kits similar to the type specified in the 'Schedule of Requirement' upto at least 50% of the quantity indicated in Schedule of Requirements in any one of the last three years. Necessary documents in this regard may be enclosed for verification
 - (vii) The bidder should furnish the information on all past supplies and satisfactory.
 - (viii) All bids submitted shall also include the following information:
 - (a) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company of firm or partnership, etc.
 - (b) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and financial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.
 - (c) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection, if required at the option of purchaser.
 - (d) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.

1.9 Award Criteria: the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- (a) **Purchaser's right to vary Quantities at Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- (b) **Purchaser's Right to Accept Any Bid and to Reject Any or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.
- (c) **Notification of Award:** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- (d) The notification of award will constitute the formation of the Contract.

1.10 Signing of Contract: At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, within one week of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security.

1.11 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

1.12 Performance Security:

- (a) Within one week after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.
- (b) In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
- (c) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- (d) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- I. Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - II. A cashier's check, certified check, or demand draft.
- (e) The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified.
- 1.13 Delays in the Supplier's Performance:** For any delay supplier liable to the imposition of liquidated damages @ is 0.5% per week and the maximum deduction is 10% of the contract price unless an extension of time is agreed by the purchaser.
- Upon receipt of notice, the supplier shall, within the period of month (30 days) repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/ goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/ goods thereafter.
- 1.14 Packing Instructions:** The Supplier will be required to make separate packages for each district. Each package will be marked on three sides with proper paint/indelible ink, the following:
- (i) Project
 - (ii) Contract No.
 - (iii) Country of Origin of Goods.
 - (iv) Supplier's Name and
 - (v) Packing list reference number.
- FOR destination is as per Schedule of requirement.
- 1.15 Delivery and Documents:** Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/ telex/ fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
- (i) Two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
 - (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
 - (iii) Two Copies of packing list identifying the contents of each package;
 - (iv) Insurance Certificate;
 - (v) Manufacturer's/ Supplier's warranty certificate;
 - (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
 - (vii) Certificate of Origin.
- The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
- 1.16 Insurance:** For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.
- 1.17 Payment** for Goods and Services shall be made in Indian Rupees as follows:
- (i) *On Delivery:* Ninety percent of the contract price shall be paid after deduction in liquidity damage, if any on receipt of Goods and upon submission of the documents; and
 - (ii) *On Final Acceptance:* the remaining ten percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.
- 1.18 Settlement of Disputes:** In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Principle Secretary/ Secretary of Drinking Water and Sanitation, Government of Uttarakhand who will act as Arbitrator

SECTION-II: CONDITION OF CONTRACT AND RESTRICTIONS TO THE BIDDER:

- 2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

- 2.2 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

SECTION III: SCHEDULE OF REQUIREMENT

S. No.	Brief Description of Goods	Unit Quantity in Nos	Delivery Schedule		No of Bacteriological Test Vials to be provided	Bid Security
			Delivery Period	Destination		
1	Bacteriological Test Vials	84500	Three Weeks	DPMU, Swajal project, lower mall road khatyadi, Almora-263601 Ph no.05962-232524	12000	₹ 51630.00 (₹ Fifty One Thousand Six Hundred and Thirty Only)
				DPMU, Swajal project, kathayat bada, khetwal bhawan, block road, Bageshwar-263642. Ph no- 05963-220248	5000	
				DPMU, Swajal project, Panthari bhawan, Zila chikitsalaya, Gopeshwar, Chamoli-246401 Ph no. 01372-252708	6500	
				DPMU, Swajal project, GIC road, kanal gaon, Champawat. Pin code-262523 Ph no-05965-230126	3500	
				DPMU, Swajal project, 509 Adarsh Nagar, Dharampur, Dehradun, Ph no.0135-2669925	5000	
				DPMU, Swajal project, Devid dhar, upper chopra, kotdwar road, pauri Garhwal-246174 Ph no-01368-222332	12500	
				DPMU, Swajal project, C-26, sharda nagar, jwalapur, Haridwar-249401. Ph.no.01334-252033	3500	
				DPMU, Swajal project, Om vila khutani, bhimtal, Nainital. Ph No. 05942-247272, 247287	5500	
				DPMU, Swajal project, kedarlaya, bajetidoraha, GIC road, Pithoragarh-262501 Ph no. 02964-264107	7000	
				DPMU, Swajal project, Pinaci Hotel parishar Srinagar road, Rudraprayag. Ph no. 01364-233492	3500	
				DPMU, Swajal project, P-4, sector-3, near kendriya vidyalaya, New Tehri-249001 Ph no: 01376-233948	10500	
				DPMU, Swajal project, H. No. 13,14, Model colony, Kashipur road Near Hero Honda Agency, Rudrapur, Udham Singh Nagar-263153 Ph.no. 05344-245258.	4000	
				DPMU, Swajal project, 2nd Floor, Aman Hotel, Vishvanath marg, Bherav chowk, Uttarkashi -249193. Ph no: 01374-222468	5500	
				PMU, Swajal project, 1st floor, The institution of Engineers, near ISBT, Dehradun. Ph no: 0135-2643455, 2643380	500	
				Total	84500	

*Bid Security – ₹ 51630.00 (₹ Fifty One Thousand Six Hundred and Thirty Only) in favour of Director, Project Management Unit. Payable at Dehradun in the form of certified cheque, letter of credit, a demand draft, or a bank guarantee from a nationalized/ Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country; the bid security should remain valid for 45 days from last date for submission of bid.

SECTION-IV: TECHNICAL SPECIFICATION

4.1 Bacteriological Test Vials:

A simple bacteriological test vials indicates the presence/ absence of pathogens in water samples. This is simple filed test kit to indicate the presence of bacterial colonies in water. The principle of test is similar to that of Presumptive Coliform Test. It does not attempt to find pathogens but only shows the indicator for the presence of pathogens. The test kit can be used for any water irrespective of its source, including chlorinated water. The test can detect very low bacterial contamination with high specificity and sensitivity. The advantage of the method is its simplicity, low cost and ability to be performed in the absence of a typical microbiology laboratory or field laboratory, test tubes or other contains holding the test material and can be used in the field by minimally trained personnel. Vials should be certified through CSIR labs/ IITs/ NITs/ NABL or SIIR. Expiry of bacteriological test vials should not be less than Two years.

SECTION-V : PRICE SCHEDULE:

The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods. Bidders shall quote for the complete requirement of goods and services specified under each scheduled item failing which such bids will not be taken into account for evaluation and will not be considered for award.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

S. No.	Brief Description	Unit	Quantity	Unit Price (In ₹)		Total Price (In ₹)		Remark, if any
				In Figures	In Words	In Figures	In Words	
2	Bacteriological Test Vials	Nos	84500					
Grand Total (In ₹) (In Figures):								
In Words :								

***Note:** Price quoted should be inclusive of all taxes. FOR destination is as per Schedule of requirement.

SECTION VI: CONTRACT/ AGREEMENT FORM:

THIS AGREEMENT made the day of, 20... Between (*Name of purchaser*) of (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - the Bid Form and the Price Schedule submitted by the Bidder;
 - the Schedule of Requirements;
 - the technical Specifications;
 - the Purchaser's Notification of Award.
 - performance security
- In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S.No.	Brief Description	Unit	Quantity	Unit Price (In ₹)		Total Price (In R)		Remark, if any
				In Figures	In Words	In Figures	In Words	
2	Bacteriological Test vials	Nos	84500 (Eighty Four Thousand Five Hundred Only)					
Grand Total (In ₹) (In Figures) :								
In Words :								

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

SECTION VII: BID FORM AND PRICE SCHEDULE:

Date :.....

IFB No :.....

To: (Name and address of purchaser)

Gentlemen and/ or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<u>Amount</u>	<u>Rupees</u>	
Name and address of agent		Purpose of Commission or gratuity

(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements of the bidding documents.

Dated this day of 20.....

(signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

SECTION VIII: BID SECURITY FORM

Whereas¹ (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the supply of (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

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

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

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

.....
(Signature of the Bank)

¹ *Name of Bidder*

SECTION IX: PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:

.....
.....

SECTION: X

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

IFB No.

We _____ who are established and reputable manufacturers of *(name and description of goods offered)* having factories at _____ *(address of factory)* do hereby authorize M/s _____ *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.