

## **TERMS AND CONDITIONS OF THE TENDER**

**Job:---Supply of 1 Towel+ 1 Napkin of the same colour in one packet of any one Brand along with a reusable cloth bag .**

1. OEM & Authorized dealer for Welspun, Trident, Raymond and Bombay Dyeing are allowed to participate in the Bid. Bidder must attach authorization letter from OEM quoting the tender number for qualifying in the tender.
2. Please note the description and specification of Towels & Napkins carefully and your offer should be in accordance with the same. If you quote anything with deviation in specifications, the same may please clearly mentioned in your tender, otherwise it will be deemed that you have quoted for the specified items.
3. Offers subject to conditions like subject to prior sale subject to availability of stores or with similar conditional offers will not be considered.
4. All deliveries must be made as per our instructions & include Transportation & other charges. Each page of the offer should be signed by the tenderer.
5. If the supply do not confirm to the specifications, such supply may be rejected at the suppliers cost. Stores rejected after the receipt will have to be taken back by the suppliers at their risk & cost. The Supplier will have to supply the materials exactly according to the specifications and in the event of non-compliance with this condition LIC of India shall be at liberty to take such action as it may decide to be warranted, in addition to reimbursing LIC of India of such additional cost as may be incurred by it in replenishing it with supplied from other sources.
6. In case of failure to deliver the goods on or before the specified date/s, LIC of India shall be at liberty to purchase the goods or such part thereof, as it may decide, from any other supplier. The supplier at default shall be liable to make good any loss or damage that LIC of India may suffer due to such purchases or the supplier shall be called upon to pay to LIC of India liquidated damages as provided under clause 12 mentioned below.
7. No alternations either in quantity or quality of the items indented or in the period of execution or enhancement in the rate of articles shall be allowed unless previously ratified by LIC of India in writing. Any error on the part of the tenderer while quoting the rates will not be accepted as an excuse for refusal to execute the order for any or all items, if order is placed on the basis of quoted rates. Earnest Money Deposit (EMD) will be forfeited in case the tenderer refuses to execute the order, either full or part.
8. (i) If the Supplier fails to comply with the provisions of the clause regarding the delivery on or before the specified date or within such extended time as LIC Of India grant at its discretion or in case the Supplier fails to comply the provisions of any other Clause it shall pay to LIC of India liquidated damages at the rate of ½% of the

outstanding order value for every week or part thereof (subject to maximum of 10% of the total order value ) Such sum will be construed as liquated damages. LIC of India shall be at liberty to deduct such sums from any monies due to the Suppliers and may impose the penalty separately.

(ii) For using inferior quality/quantity of product specified by the LIC, unlimited percentage of the order, to be decided at the sole discretion of LIC of India, will be recovered from any amounts due to the supplier/tenderer.

- 9 No advance payment will be made till the order is fully executed exceptions will be made only at the sole discretion of the Zonal Manager or Regional Manager (OS).
- 10 Any dispute arising out of or relating to this tender shall be deemed to have arisen at the headquarters of LIC's office placing the order and shall be subject to adjudication by a court in that city.
- 11 Quotations must be either typewritten or must be in ink. The quotation along with the sample as per the specification given (one set---1 towel +1Napkin) should reach this office on or before the date specified.
- 12 Please note that your offer should be valid for minimum 30 days from the due date of opening of the tender. LIC of India reserves the right to accept any tender and not necessarily the lowest tender.
- 13 LIC of India reserves the right to cancel the tender and/or re-tender with revised properties /specifications without assigning any reasons. We reserve the right to reject any offer in part or full without assigning any reason. In the event of our accepting a part of any item of your offer, traded rate for the full quantity shall be considered as value unless specifically stated to the contrary in our offer.
- 14 Any tender not in compliance with the above terms and conditions and the specifications sheet will be liable to be rejected.
- 15 In addition to above, LIC of India may also decide to debar/blacklist the concerned vendor for delayed supplies/supply of inferior quality or refusal of part or full supply of the quantity ordered and the decision of the Corporation will be final and binding on all concerned.
- 16 Security deposit: The successful dealer will have to submit security deposit @5% of the total value of the contract.

We agree to the above Term & Conditions.

Sign of the Tendered with official seal