



NATIONAL INSTITUTE OF IMMUNOLOGY
Aruna Asaf Ali Marg, New Delhi-110067

ANNUAL RATE CONTRACT
EXTENSION OF TENDER

NO.NII/S&P/RA/2021-22

Dated: - 15.11.2021

Director, National Institute of Immunology (NII), Aruna Asaf Ali Marg, New Delhi-110067 invites sealed tenders in **Two Bid Systems (Technical and Financial Bid)** from the reputed manufacturers/authorized agents/distributors for entering into **Vender Registration on 'Annual Contract' basis for the supply of "RADIOACTIVITY MATERIAL" for period of one year.**

Tender Document along with terms and conditions can be downloaded from website; www.nii.res.in and www.eprocure.gov.in . Please note that the downloaded tender document is subject to verification original document given in the website.

Bids will be received up to 1430 Hours on 30.11.2021 and shall be opened for Technical Bid on the same date at 1500 Hours. Director, NII reserves the right to accept or reject any or all the tenders without assigning any reason.

STORE PURCHASE OFFICER

(GENERAL TERMS AND CONDITIONS)

1. PREPARATION OF TENDER:

The tenderer should submit the tender document including invitation to tender intact without detaching any page or pages, duly filled in and completed in all respect. Each page of the tender documents is required to be signed by the tenderer in token of his/her having acquainted himself/themselves with the terms and conditions etc. as laid down. Any tender with any of the documents not signed is liable to be rejected.

A. Technical Bid:- Should consist of the following:

- Check list form
- Bank details regarding the transfer of payment in 'Annexure-A'
- Notarized Affidavit in a e-stamp paper of Rs. 50/- in 'Annexure-B'
- Undertakings in 'Annexure-C'
- Fall clause notice certificate in 'Annexure-D'
- Technical Specification in 'Annexure- E'
- Price Schedule in 'Annexure- F'
- Compliance statement in respect of Technical Specifications for Radioactivity material;
- Catalogue, Technical literature should be enclosed along with Technical Bid;
- Copy of GST registration certificates for consideration of bid;
- The firms registered with National Small Industries Corporation (NSIC) for these items are exempted from depositing bid security. However, they have to provide valid registration certificate(s), as the case may be, with their tender in a sealed envelope superscripted as "BID SECURITY DEPOSIT-RADIOACTIVITY (2021-22)";
- In case of sole selling agent/distributors/dealer of reputed Manufacturers, a copy of the authorization certificate from Manufacturer preferably valid up to 31.12.2022 should be enclosed with the offer of technical bid. However, the original shall be produced in case the same is asked for;

Radioactive

- In case the tenderer has entered into Rate Contract with any Govt. department/PSUs/Autonomous Bodies under Ministries, a copy of Rate Contract must be sent along with the tender.

- **Bidder has to submit the following documents to accept their Tender:**
 - Proof of GST;
 - Proof of PAN Card in respect of Firm/Proprietor, as the case may be;
 - Copy of ITR for last 3 years i.e. 2018-19, 2019-20, 2020-21
 - Tender document by signing with seal on each page as a token of acceptance

- **Tenderer must give an affidavit as per Annexure-‘B’ (on a non-judicial stamp paper of Rs.50/- duly notarized) that:**
 - My/Our Firm has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/PSUs, etc;
 - My/Our Firm has not in any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc;
 - My / Our Firm has not submitted any fake certificates/documents and later on if any such ‘certificates/documents’ found to be fake/wrong/forged, any criminal and legal action may be taken against my/our Firm/Agency besides forfeiture of performance security & blacklisting etc;
 - There are no complaints against my / our Firm such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been awarded by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.;

B. Price Bid :- Shall consist the following:

- The Bidder should quote unconditional rates and indicate the item wise prices along with taxes and discount offer, packing forwarding, transit insurance, freight paid and door delivery basis including handling/unloading at NII destination separately. Bidder shall quote either in INR (FOR at NII destination) or in any freely convertible foreign currency (CIF/CIP at New Delhi Airport, Delhi, India).

Radioactive

- Further the rate quoted by the tenderer shall include all eventualities such as rain, accidents, fire, riots etc.
- GST rate/quantum to be mentioned separately in Price Schedule in addition to any further discount on the quoted rate, if applicable;
- Bidder shall quote rates for the items covered in the Price Schedule OR submit a copy of Printed Price list duly signed by Authorized person. The Price List must have date from which the prices are effective.
- In case bidder chose to quote prices in the Price Schedule and also enclose the Price List, the serial number of price list should be mentioned in the price schedule for quick reference to correlate the item in the price list.
- Offer of maximum unconditional discount on the price list shall be clearly mentioned in the Price List/Price Schedule.

C. Prices offered for the stores supplied under Annual Contract should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. Organization during the period of contract failing which the **“FALL CLAUSE”** of NII rules will be applicable.

D. A certificate to this effect may be provided by the Tenderer in Annexure-‘B’ that **“the lowest prices have been offered to NII. In case it is found that the prices charged by the Tenderer are more, the same will be recovered from the subsequent/unpaid bill of the supplier”**.

E. GST Exemption: This Institute is registered with DSIR, Ministry of Science & Technology, Govt. of India, New Delhi. Necessary certificate will be provided by NII to avail concessional rate of GST as per notification 45/2017 & 47/2017 of Govt. of India in this regard. In the case of import of goods duty exemption certificate will be provided under custom notification no 51/96 date. 23-7-1996 to concessional rate of import duty.

F. Transit Insurance: – Quoted Prices shall be inclusive of insurance to be arranged by the vendor/Agency till NII Stores.

Radioactive

G. Late/delayed offers/Telegraphic/Email offers and incomplete offers are liable to be rejected.

- No EMD is applicable, However the tenderer, has to give an undertaking as per the Annexure.

The delivery should be make within the 2 weeks at NII premises.

Penalty claim 0.5% per week or 10% total order value.

2. VALIDITY OF OFFER:-

The Offer/Tender shall remain open for acceptance without any modifications on the rates or terms and conditions of tender for a period of 90 days from the date of the opening of the tender.

3. AWARD CRITERIA:

The contract will be awarded to the lowest evaluated responsive tenderer or as may be decided by the purchaser/NII.

4. PERFORMANCE SECURITY:

- a. Within 30 days of the receipt of award letter from the Purchaser (NII) the successful Bidder shall furnish the 'performance security' equivalent to 3% of the cost of contract, in the form of Bank Guarantee from a nationalized/scheduled bank in INR.
- b. If the performance security is not furnished within the stipulated time as per 5.a above, the contract shall be deemed terminated.
- c. Performance security of the successful tenderer/s shall be refunded only after completion of contract period.

5. PACKING AND MARKING:

- **The supplier shall ensure all the safety measures for carriage and delivery of radioactive material.** The packaging/storage of radioactive material should conform to international norms. The supplier shall be solely responsible for any spillage during the transportation of the material. Supplier shall also ensure that sufficient quantity of dry ice is provided in the container of radioactive material.

Radioactive

- The bidder shall package the goods appropriately for the modes of transport to be used (land, sea, air) and, where appropriate, the relevant international modal dangerous goods regulations, including, at a minimum, the “Regulations for the Safe Transport of Radioactive Material”, prevailing as of now. The bidder shall be responsible for any damage or loss resulting from faulty or inadequate packing.

6. PERIOD OF DELIVERY & LIQUIDATED DAMAGES:

- The time and date of delivery stipulated in the contract/supply/purchase order shall be deemed to be the essence of the contract. Time allowed for the supply/work in the award letter shall be strictly followed otherwise the contractor shall be liable to pay compensation/penalty at the rate of 0.5% of the tendered value of the supply order per week of delay or part thereof on the part of the contractor subject to a maximum of 10% of the total tendered value of supply order.
- For any delay in the execution of the contract work for any reasons beyond the control of the supplier; the supplier shall obtain the concurrence of the purchaser well in advance in writing for extension of delivery date. However, this entirely depends upon the sole discretion of purchaser to consider the request for extension of date; which may even be turned down considering the circumstantial evidence.

7. DESPATCH INSTRUCTION:

The consignment should be dispatched on door delivery and on freight paid basis to the Section Officer (Stores and Purchase), National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067 as per supply order. Un-loading/Handling and transferring consignment in storage shed of the purchaser will be arranged by the supplier and not by the purchaser.

8. INSPECTION:

After the material is received at NII, it shall be inspected. The purchaser shall have full power to reject all or any portion of material that is considered defective or sub-standard in quality. Any such rejected material shall be immediately replaced by the vendor at his expenses. If in the opinion of

Radioactive

purchaser, the said materials can be rectified, the vendor shall rectify at his own expenses and resubmit the rectified materials for inspection within the shortest possible time.

9. TERMS OF PAYMENT:100% payment shall be made within 30 days against submission of original invoice (in duplicate) and on receipt of items in full and good condition as per terms of the contract, and after satisfactory execution of order.

10. RISK PURCHASE:

- In case the supplier defaults in delivery for other than the reasons of Force Majeure; the supplier should obtain the approval well in advance in writing from the purchaser for extension in delivery time. If the purchaser refuses to accept the extension of delivery period; the purchaser may forfeit the Performance Security. Also, in such case, the Institute may, without prejudice to any other rights or remedies, exercise one or more of the following rights: (i) procure all the goods from other sources, in which event the Institute may hold the Contractor responsible for any additional costs beyond the balance of the Contract price resulting from any such procurement, including the costs of engaging in such procurement; (ii) declare the Contract void or terminate the Contract.
- The Institute shall not be liable for any cost incurred by the Agency in connection with goods that have been procured and not delivered or any other remedy expenses incurred by the Contractor.

11. CANCELLATION:

In addition to his right to determine the contract upon fault of the vendor, the purchaser reserve the right to cancel the contracts any time in whole or in part without assigning any reasons and the purchaser also reserves the right either to pay or not to pay the vendor for either part of the contract work or whole of the contract work executed, if they are not according to purchaser's satisfaction.

Radioactive

12. MISCELLANEOUS:

- a) The Institute does not bind itself to purchase any/all the quantity indicated and to accept the lowest tender. **The Institute also reserves the right for the followings:**
- To increase or decrease the quantity,
 - To accept or reject any or all tenders without assigning any reasons there for.
 - To consider/accept the overall lowest tenderer for awarding the rate contract.
 - To split the order among more than one tenderer, if considered necessary on the lowest basis.
 - To split the items enumerated in the tender document among more than one tenders.
- b) The Institute is not bound to award part or whole tender to the lowest tendered prices. Institute's decision in this regard shall be final.
- c) Acceptance of the tender by the Institute will be communicated to the successful tenderer. The Contract for supply of articles/material etc. referred to therein will come into force immediately after issue of the communication of acceptance.
- d) The successful tenderer, however, will be required to enter into a formal Agreement within fifteen days of the issue of acceptance letter by the Institute.
- e) The supplies shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Institute.
- f) The material of only approved make shall be supplied at site.
- g) No advance payment will be made. Payment will be made only after satisfactory supply of all materials at site.
- h) All bids shall be the property of NII, and bidders will lay no claim whatsoever on the same.

13. ARBITRATION JURISDICTION:

In case of any dispute between NII and any bidder regarding interpretation of or exercise of any terms of these presents, the opinion of NII shall prevail. However, if any bidder is aggrieved by such decision, the dispute may be referred to any

Radioactive

arbitrator jointly, appointed by Director, NII and such applicant and the proceedings will be conducted in accordance with the Provisions of Indian Arbitration and conciliation Act 1996. The award given in that proceeding shall be final and abiding on both parties.

14. VENUE OF ARBITRATION: New Delhi

15. FORCE MAJEURE shall mean and be limited to the followings: –

- Any war or possibilities. Any riot or civil commotion, natural physical disaster, impossibility of the use of any Railway part, Airport, Shipping services or any other means of transport, Power failure etc.
- Any strike or lockout (only those exceeding 10 days in duration) affecting the performance of NII/Bidder obligations.

16. NON-EXCLUSIVITY: The Contract is signed on a non-exclusive basis. The Institute shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract from any other source at any time.

17. RESPONSIBILITIES OF THE SUPPLIER:

The Contractor shall:

- a) Perform its obligations under the Contract in accordance with applicable laws, norms, standards and regulations;
- b) Perform its obligations in good faith and comply with both the express requirements of the Institute, as defined in the Contract, and all obligations arising from the nature and purpose of the Contract;
- c) Obtain and maintain all permits, licenses and/or authorizations as required by applicable laws and regulations and as necessary for the performance of its obligations under the Contract.

18. SUB-CONTRACTING:

- In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the Institute. The Contractor shall be solely responsible towards the Institute for

Radioactive

the proper execution by any sub-contractors. The terms of any sub-contract shall be subject to and in conformity with these General Conditions of Contract.

- The rejection by the Institute at any time (before or during the implementation of the Contract) of a sub-contractor shall not entitle the Contractor to claim any delays in the performance of the Contract, nor relieve the Contractor of any of its obligations under the Contract.

19. TRANSPORT, HANDLING, STORAGE AND USE OF RADIOACTIVE MATERIAL

- The Contractor shall take all appropriate measures to ensure the safety and security of the radioactive material during its transport, handling, storage and use.
- The Contractor undertakes that adequate security measures and systems shall be maintained with respect to the radioactive material. These measures and systems shall as a minimum provide protection for the safe transport of "Radioactive Material".
- The Contract shall ensure that the:
 - Radioactive material is packed appropriately for the modes of transport to be used (air, sea and/or land) in accordance with the certificate of approval for package design and shipment issued by the relevant competent authorities;
 - Radioactive material is loaded, marked, labeled and transported, and where appropriate, the conveyance placarded, in accordance with the relevant national and international modal regulations for dangerous goods and, at a minimum, in accordance with the "Regulations for the Safe Transport of Radioactive Material prevailing as of now.
 - Consignment has all transport documents, including instructions for the carrier for use in the event of a transport accident, an appropriate consignor's declaration, information for carriers and any notifications of competent authorities as required by the applicable law. The Contractor shall have in its possession a copy of each approval certificate and a copy of the instructions with regard to the proper closing of the package and other preparations for shipment before initiating any shipment; and

Radioactive

- Without prejudice to the aforementioned, the Contractor shall ensure that each package is marked with the following information in English: case No.; gross/net weight (kg); marking; measurement, length x width x height (mm) and shipping marks such as “handle with care”, “right side up” and other appropriate international shipping marks.
- Necessary protective measures shall be taken by the Contractor to prevent damage from moisture, rain, rust, shock and corrosion according to the different characteristics and requirements of the radioactive material in order to ensure that the radioactive material remains in a safe and sound condition.

20. PRODUCT WARRANTY:

- Without prejudice to any other warranties, remedies or rights of the Institute stated in or arising under the Contract, the Contractor warrants and represents that the goods are: (i) new and unused, of good quality, free from defects in workmanship, material and design; (ii) fit for the purposes ordinarily used and for any purposes expressly made known to the Contractor and conform with the requirements and specifications of the Institute.
- All warranties will remain fully valid following any delivery of the goods and for a period of not less than twelve (12) months as of the date of acceptance of the goods by the IAEA, or, if no claims for defects or nonconformities are made, eighteen (18) months after shipment in accordance with the Institute instructions, whichever date is earlier.
- In case the Institute claims defects or non-conformities of the goods and it is not possible to restore the required functionality of the goods or parts thereof, the material shall, at the discretion of the Institute, replace the defective/non-conforming goods or reimburse any payments made by the Institute under the Contract. Cost of repairing, replacing or returning goods shall be borne by the Contractor.

21. INSPECTION AND ACCEPTANCE: The Institute shall have a reasonable time after delivery of the goods to inspect/test them, and to reject or refuse acceptance of goods that do not conform to the Institute requirements or specifications; the payment for such goods shall not be deemed an acceptance. Acceptance shall not release the Contractor from any warranty or other obligations under the Contract.

22. Fall Clause

- If lower rates and/or better terms than those agreed with the NII are offered by the supplier to any other procuring entity during the currency of the contract, such lower rates and/or better terms and conditions shall become ipso-facto applicable to the contract with the NII entered into by the supplier and the prices and the terms and conditions of supply shall automatically stand accordingly changed with effect from the date of offer of lower rates and/or better terms by the supplier irrespective of the supplies made to NII against the offer. An AFFIDAVIT to this effect in the format at Annexure – D shall have to be provided by the tenderers.
- If however such lower rates and/or better terms are offered by the supplier to any other procuring entity without informing the NII within 30 days from the date of offer to such procuring entity, such lower rates with preferential reduction of Five Percent (5%) of the contracted rate together with better terms offered shall become ipso-facto applicable to all orders placed with the supplier by the NII. In such case the supplier may also invite the penalty of having his name removed from Rate Contract by the NII.

STORE PURCHASE OFFICER

CHECKLIST**Name of Tenderer and address:**

Sl No.	Items of tender to be checked	Yes/ NO/NA	Page No. of Tender	Remarks, if any
1 (a)	Have you submitted Technical bid with all other required documents and a copy of unfilled tender document with signature on each page?			
(b)	Have you submitted Price bid with item-wise rates quoted against items and submitted in separate envelope?			
2 (a)	Have you enclosed duly filled & signed Tender Forms?			
(b)	Have you enclosed duly filled & signed copy of Pro-forma-A ?			
3	Are you a SSI unit? If yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC?			
4	Do you agree with the validity of 90days from the Tender Opening date?			
5	Have you furnished? (i) Proof of GST,			

Radioactive

	(ii) Proof of PAN Card in respect of Firm or Proprietor, as the case may be.			
6	Have you intimated the name and full address of your Banker (s) along with your Bank Account Number, 9 Digit Code Number and IFSC Code of the Bank Branch?			
7	Have you submitted prices of goods in the Price Schedule?			
8	Any discount offered on the latest price list/Price Schedule			
9	Have you enclosed all other declarations, documents required to be submitted as per Tender?			

NOTE: (a) All pages of the Tender should be page numbered and indexed (b) Tenderer may ensure that all columns are replied properly. (c) As a responsibility of tenderer, it may be ensured that all required information/documents are furnished with tender.

(Signature with date)

[Full name, designation & address of the person duly authorized sign on behalf of the tenderer]

{For and on behalf of}

(Name, address and stamp of the tendering firm)

“ANNEXURE-A”**BANK DETAILS REGARDING THE TRANSFER OF PAYMENT
(PRINCIPALCOMPANY AND LOCAL DISTRIBUTOR)**

To
The Director,
National Institute of Immunology,
Aruna Asaf Ali Marg, New Delhi-110067

Dear Sir:

We hereby inform you that the Bank Details for the transfer of payment for the supply of materials to NII, New Delhi are as follows:

1	Name of the firm and address with phone/fax no	
2	Contact person of the firm	
3	Email ID of Concerned person	
4	Particulars of Bank Account of Firm	
5	Name of Bank and branch	
6	Bank Address and contract phone no	
7	9 Digit Code Number of the Bank and Branch	
8	IFSC Code of the Bank Branch (application for the bank branches participating RTGS system of RBI for fund transfer)	
9	Type of Bank Account (Saving Bank, Current Account or Cash Credit Account)	

Radioactive

10	Account Number (as appearing on the cheque book please ensure to mention the complete account No. as allotted by the bank)	
----	--	--

(Name, address and stamp of the tendering firm)

Note: This above details should be on the letterhead of the supplier and should be signed by a person competent and having the power of attorney to bind the same.

“ANNEXURE-B”**AFFIDAVIT**

(On a non-judicial stamp paper of Rs.50/- & to be duly notarized)

I/We, M/s _____ having head office at _____ hereby declare that:

a. My / our Firm M/s has not been blacklisted during last three years by any of the Govt. Department/Govt. Autonomous Body/Institute/ PSU, etc.

b. My / our Firm M/s has not been in any dispute with any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

c. My / our Firm M/s has not submitted any fake certificates/documents and later on if any such 'certificates/documents' found to be fake/wrong/forged/untrue, any criminal/legal action can be taken against my/our Firm/Agency besides forfeiture of performance security & blacklisting etc.

d. There are no complaints against my / our Firm such as delayed supply, non-submission of performance guarantee (BG) and refusal of supply and for which no punishments of any type have been awarded by any of the Govt. departments/Govt. Autonomous Bodies/Institutions/PSUs, etc.

Signed on behalf of M/s

Place:

Date:

Name of signing authority

Designation

“ANNEXURE-C”

Undertakings

(to be given on the Letterhead of the FIRM)

An undertaking is given herewith that:

- (i)** I /our Firm will accept the split order for items against which lowest rates quoted by me/ our Firm.
- (ii)** The unused and agreed quality of materials will be supplied against the supply order of the Institute.
- (iii)** If I / our Firm fail to abide by the above undertakings **(i & ii)**, the action as deemed fit by the Institute shall be taken including **Forfeiture of Performance Security** and such action of the Institute shall be acceptable to me/our Firm.

Bidder's Signature and Seal

(Full name, designation of the person in the Firm/Agency)

“ANNEXURE-D”**FALL CLAUSE NOTICE CERTIFICATE**

(To submit on Letter Head of bidder)

This is to certify that we have offered the maximum possible discount to you in our Quotation /Price Bid No. _____ dated _____ and not quoted higher than the lowest rates offered to other organization for the similar items.

The prices charged for the stores supplied under Rate Contract are under are not higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract. We accept provisions of the “FALL CLAUSE” in the event our prices quoted in the tender/contractual prices are found to be higher than the lowest offer of rates to other organizations.

In case, the price charged by our firm is found higher than that charged to other organizations , NII will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier and take further action under the provisions of Fall Clause.

Bidder's Signature and Seal

(Full name, designation of the person in the Firm/Agency)

“ANNEXURE-E”**(Technical Specification for Radioactive for the year 2021-2022)**

S. No.	Isotope	Specification
1.	P-32	a-dCTP
2.	P-32	a-UTP
3.	P-32	a-GTP
4.	P-32	g-ATP
5.	P-32	a-dATP
6.	S-35	dATP
7.	S-35	Methionine
8.	S-35	Methionine+Cysteine
9.	I-125	Iodine
10.	3H	Thymidine(stabilized)
11.	C-14	Acetyl Co-enzyme A

Radioactive

ANNEXURE-F”

PRICE BID
(For Indigenous items)

Reference/Tender No.: -

Due Date: -

Note:- This price bid has to be put in a sealed separate envelope of price bid.

S. No.	Isotope	Specification	Qty.	Unit Price	Discount %	GST	Other charges	Total Amount
1.	P-32	a-dCTP						
2.	P-32	a-UTP						
3.	P-32	a-GTP						
4.	P-32	g-ATP						
5.	P-32	a-dATP						
6.	S-35	dATP						
7.	S-35	Methionine						
8.	S-35	Methionine+Cyst eine						
9.	I-125	Iodine						
10.	3H	Thymidine(stabili zed)						
11.	C-14	Acetyl Co- enzyme A						

1. Delivery Mode: - Delivery at Institute, at site only. (In any case the delivery period should not exceed 10 weeks)
2. Total price bids in the above column should be inclusive of all taxes and levies transport, load- ing, unloading etc.
3. Delivery Period:days
4. Validity of the bid 90 days from the date of submission of quotation/tender.
5. Terms of payment: Payment within 30 days from the date of supply and installation of item.

Signature.....

.....

Name.....

..... Business

Address.....

...

.....

Affix Rubber

Stamp.....

Place:

Date:

Radioactive

Note: - Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

OTHER TERMS AND CONDITIONS

1. The supplier has to ensure all the safety measures for carriage and delivery of radioactive material.
2. The packaging/storage of radioactive material should conform to International norms. The supplier shall be solely responsible for any spillage during the transportation of the material.
3. Supplier should ensure that sufficient quantity of dry ice is provided in the containers of radioactive material.
4. Any sub-standard radioactive material with reduced active life shall be replaced by the supplier at his risk and cost.
5. **The supplier must quote according to all available pack sizes for the above mentioned items.**