

Government of India, Ministry of Home Affairs  
**Directorate General, National Disaster Response Force**  
(Procurement Cell)  
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**TE No. 1-17018/101(03)/PROC/DG-NDRF/2010**

**Dated, the \_\_\_ Jun'2010**

1. On behalf of the President of India, DG NDRF invites you to tender in two-bid system for the supply of **144 NOS each OXYGEN CYLINDER AND ACETYLENE CYLINDER** detailed in the schedule.

2. The complete Tender Set is available on NDRF web site [www. \(being obtain from NIC\) & tenders. Gov .in](http://www.nic.in). The tenderers can down load the tender set from this web site.

3. This tender enquiry has Schedules and appendices as following:-

(I) SCHEDULES

- |       |              |   |                      |
|-------|--------------|---|----------------------|
| (i)   | Schedule-I   | = | Condition of tender  |
| (ii)  | Schedule-II  | = | Special instructions |
| (iii) | Schedule-III | = | List of stores       |
| (iv)  | Schedule-IV  | = | List of consignee    |
| (v)   | Schedule-V   | = | Specification.       |

(II) APPENDICES (to be filled & submitted by tenderer)

- |        |            |   |  |
|--------|------------|---|--|
| (i)    | Appendix-1 | = | Offer of stores  |
| (ii)   | Appendix-2 | = | Details of firm  |
| (iii)  | Appendix-3 | = | Questionnaire about manufacturer                             |
| (iv)   | Appendix-4 | = | Performance statement for last 3 years                       |
| (v)    | Appendix-5 | = | Proforma for equipment and quality control (Form 7)          |
| (vi)   | Appendix-6 | = | Bank Guarantee Proforma for EMD.                             |
| (vii)  | Appendix-7 | = | Guarantee / Warranty clause                                  |
| (viii) | Appendix-8 | = | Proforma for Commercial bid (To be sealed in separate cover) |

Encls : Aforesaid schedules & enclosures

Yours faithfully,

Deputy Commandant(Proc), NDRF  
For and on behalf of the President of India.

Copy to: -

- |    |  |   |
|----|--|---|
| 1. | MHA (DM Division), Lok Nayak Bhawan, New Delhi | You are requested to check the particulars of the TE and point out error if any within 10 days. |
| 2. | Shri S S Yadav, Director, NDMA, New Delhi      | You are requested to float this tender on NDMA website & for info please. Soft copy enclosed    |
| 3. | Insp (Proc Cell)                               | For info and n/a please.  |

Deputy Commandant(Proc), NDRF  
For and on behalf of the President of India.

**CONDITION OF TENDER**

1. All appendices, attached with this TE, should be duly filled in and are SACROSANCT for considering any offer as complete offer.
2. The conditions of contract, which will govern any contract made, are contained in the
  - (i) Pamphlet No. DGS&D-39 titled “Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India” as amended up to date.
  - (ii) Pamphlet No.DGS&D-229.
  - (iii) Any special conditions attached to this invitation of tender will also form the part of the conditions.
  - (iv) DGS&D Form No.68 (Revised).
  - (v) Manual on policies and procedures for purchase of goods of Ministry of Finance-2006.
3. **Amendments:** The following amendments may be carried out in the Pamphlet entitled “Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India” 1991 edition bearing Symbol DGS&D-39 form No.DGS&D-68 (Revised).

- 3.1 The definition of “Government” provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under: -

**“Government”** means the Central Government.

- 3.2. The definition of **Secretary** clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under: -

**“Secretary”** means Secretary of Min. of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary. Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General(NDRF) , DIG(NDRF) , of this Dte. and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 3.3. Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word “Director General of Supplies & Disposals or heads of his concerned regional offices” may be replaced by **Director General (National Disaster Response Force), Ministry of Home Affairs.**

- 3.4. Clause 24 i.e. Arbitration: -

In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute DG, NDRF for DG, DGS&D

- 3.5. Similarly, the reference to DGS&D wherever appearing may be suitably modified,
- 3.6. Following amendments may be carried out in the Pamphlet NO DGS&D-229 containing various instructions to tenders.

**Form No.DGS&D-230.**

Reference to DGS&D wherever appearing in clause No.14,33,34,35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as **Deputy Inspector General , NDRF HQrs, Ministry of Home Affairs.**

- 3.7 In the Book let of DGS&D-229 substitute, DG, NDRF for DG&D wherever appearing.

4. The above Pamphlet and the lists of corrections thereto can be obtained on payment from the under mentioned officers: -

The Manager of Publications, Civil Lines, Delhi.

The Superintendent, Government Printing & Stationery Allahabad, U.P.

The Superintendent, Government Printing & Stationery, Mumbai.

The Superintendent, Government Press, Chennai.

The Superintendent, Government Printing & Stationery, Nagpur.

The Superintendent, Government Printing, Gulzargbag, Patna (Bihar).

DGS&D, New Delhi and its Regional offices at Mumbai, Chennai, Calcutta and Kanpur.

Government of India Book Depot, 8 Hastings Street, Calcutta.

Proc cell HQ DG NDRF, East Block 7,Level 7 ,R K Puram, New Delhi - 110066

5. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and returned to this office.

6. Tenderers must complete the details of their plant and machinery on standard proforma enclosed with this TE irrespective of their registration status, and forward the same with their offer. Purchaser reserves the right to get the manufacturing capacity of any tenderer re-verified through the inspecting agencies, irrespective of their registration status.

7. Firms registered with NSIC are required to undergo re-verification of their manufacturing capacity through Inspecting Agencies (QA Wing, DGS&D) before considering placement of contract. In case of denial by the firm for re-verification, the firm will be disqualified for this tender.

8. The offers from the Indian agents of foreign principal, not enlisted with DGS&D for such products which fall under the restricted list of EXIM POLICY under compulsory registration scheme on the date of opening of technical bids, will not be considered and will be ignored unless they enclose document showing that they have already applied for enlistment with DGS&D in their tender. However, offers from the Indian agents, who have applied to DGS&D for registration/enlistment before the time & date of opening of technical bid; such offers will be further processed if they can secure enlistment with DGS&D before

opening of the price bids. In case the product offered does not fall under the restricted list of EXIM Policy; the documentary proof should be furnished.

9. Public sector undertaking/state undertaking or central/state owned companies are not exempted from the payment of earnest money unless registered with DGS&D/NSIC for subject stores.

10. Director General NDRF reserves the right to cancel/reject any or all the tenders without assigning any reason.

11. Director General NDRF reserves the right to increase or decrease the quantity at any stage.

12. Tenderers must enclose Demand Draft of tender cost in favour of **PAO, NDMA, New Delhi** payable at SBI New Delhi or any Nationalized Bank located in Delhi or New Delhi. The tender received without the required Bank Draft shall be rejected summarily.

13. **EARNEST MONEY**

(a) All Firms who are not registered with NSIC or DGS&D for the subject stores for which the offers are being invited, are required to deposit **EARNEST MONEY** equivalent to the amount as mentioned in the tender schedule.

(b) For claiming exemption from depositing earnest money, tenderer should be registered with DGS&D/NSIC for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified **Earnest Money**.

(c) **Earnest Money** can be deposited in any one of the following alternate forms:-

(i) A crossed Bank draft drawn in favour of **PAO, NDMA, New Delhi**.

The draft should be payable at SBI (BIKAJICAMA PLACE), New Delhi.

(ii) **An irrevocable Bank Guarantee (BG)** in the name of **PAO,NDMA, New Delhi - 110066** of any Nationalized/Scheduled Bank. The Bank guarantee should be payable at SBI (BIKAJICAMA PLACE), New Delhi.

The format is as per appendix-6.

(iii) **Foreign bidders should submit Earnest Money in the form of Bank Guarantee only, issued or confirmed by any Nationalized Indian Bank.**

(iv) The Earnest Money shall be valid and will remain deposited with the purchaser for the prescribed period in schedule-II. If the validity of the tender is extended, the validity of **EM** document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the aforesaid period shall not be considered by the Purchaser.

(d) No interest shall be payable by the purchaser on the **EM** deposited by tenderer.

- (e) The **EM** deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- (f) The **EM** of the successful tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.
- (g) If the successful tenderer fails to furnish the performance security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
- (h) **EM** of the unsuccessful tenderers shall be returned within 30 days of finalization of tender. Tenderers are advised to send a pre-deposited challan along with their bids to facilitate refund of **Earnest Money** in time.
- (j) Any tender received from firm which is not registered with DGS&D or NSIC for the tendered stores, and is not accompanied with required **Earnest Money** in prescribed form, is liable to be rejected. Registration with any other Authority will not exempt the firm from depositing Earnest Money.
- (k) All firms which are not granted registration with DGS&D/NSIC for the subject stores shall be required to deposit earnest money valid up to AS SPECIFIED IN Schedule-II. For claiming exemption from depositing **E.M.**, the tenderers should be registered with NSIC/ DGS&D for subject stores as mentioned in the tender schedule. Firms that are not registered for the subject stores as mentioned in the tender schedule will be treated as unregistered and shall be required to deposit earnest money as above.
- (l) Similarly, firms who are registered for the subject stores with NSIC/DGS&D but with a certain monetary limit will be treated as unregistered for their tender value exceeding their monetary limit of registration. Such firms shall be required to deposit earnest money proportionate to **EM** specified in the tender schedule over and above their monetary limit of registration subject to a maximum of amount as indicated in the tender schedule. In case such firm fails to deposit earnest money, their offer for the tender value exceeding their monetary limit is liable to be ignored
- (m) Offers of those firms, who are not registered with DGS&D or NSIC for the subject stores, will not be considered unless the same are submitted along with required Earnest Money.

#### 14. **CAPACITY VERIFICATION**

If the date of registration by NSIC/DGS&D is older than 12 months on the date of opening of bid, it shall not be considered unless capacity of bidders has been re-verified by the DGS&D QA wing during 36 months preceding the date of opening of bid., For this purpose tenderers who are either not at all registered with DGS&D/NSIC or whose registration with DGS&D/NSIC is older than 12 months from the date of opening of bid and whose capacity has not been verified by DGS&D QA wing during preceding 36 months from the date of opening of bid, must provide the details of plant and machinery in the proforma

enclosed with tender enquiry in duplicate and furnish the same with their offer for the purpose of verification/re-verification of their capacity by QA wing of DGS&D, failing which, their offer shall be summarily ignored.

15. **TWO BID SYSTEM**

The offer has to comprise of two bids (in separate envelop). The two envelopes should be enclosed in third envelope.

- (a) **FIRST ENVELOPE** should contain the following:
  - i) Appendices (1 to 7) duly filled in along with Lab Test report (if applicable) from specified Lab and signed but without indicating the rates quoted.
  - ii) Earnest Money (if applicable).
  - iii) Any other relevant document which the firm wishes to submit.
  - iv) Technical detail/ leaflets/ brochure of subject stores as per specifications.
- (b) **SECOND ENVELOPE** should contain the following:
  - i) Details of rates, taxes, duties, if any, quoted by the bidder. These details should be submitted on the given proforma only which is attached with TE as Appendix-8.
- (c) **THIRD ENVELOPE** should contain the following:-
  - i) Both the above-mentioned covers should be sealed separately and super scribed with the tender no., stores and date of tender opening.
  - ii) These covers should thereafter, kept in a third cover and again sealed.
  - iii) This cover should also be super scribed with the Tender No., Stores and date of tender opening.
  - iv) The composite bid i.e. rates indicated in the technical Bid OPENLY IN TENDER IS LIABLE TO BE IGNORED.
- (d)
  - i) Only the first cover shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening whose offer has passed in all tender condition and technical/ physical (including field trial) evaluation.
  - ii) After opening of price bids, ranking statement will be prepared and the finalization of tender will be done on L-1 (the least price) basis.

16. Any change in Address/ Telephone/ Fax/ e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

17. **TENDER SAMPLE**

- (i) Tender sample (Qty-01) required at the time of opening of Tender. All the bidders are required to submit 01 Nos. of **OXYGEN CYLINDER & ACETYLENE CYLINDER EACH** as per TE specification. Tender sample should be submitted alongwith tender. Offer received without sample will be summarily rejected.
- (ii) Offer received without Tender Sample or in case the tender sample received after the due date and time of receipt of tender, shall be ignored summarily.
- (iii) Tenderer is required to submit Lab test report on the parameter mentioned in Appx. Schedule- V (b), from the NABL approved Lab. The report must be enclosed with technical bid. In case offer is received without Lab report same will be rejected
- (iv) The Lab Test Report should not be older than the date of issue of Tender Notice. The Lab Test Report obtained before issue of Tender Notice will not be considered.
- (v) The purchaser also reserves the right to carry out the lab test of the samples submitted by the tenderer at any stage.
- (vi) Tender Sample should have cards affixed on it duly signed and stamped by the firm indicating the following:-
  - (a) Name and address of the firm.
  - (b) Tender No. with date of opening
  - (c) Name of item, item No & size
- (vii) Tender sample should have card affixed duly signed and stamped by concerned lad issued the Lab Test Report of the intended tender sample otherwise the offer is liable for rejection.
- (viii) **SAMPLES SENT ON BASIS “FREIGHT TO PAY” WILL NOT BE ACCEPTED:** Samples submitted by the tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from this Dte. In case samples are not collected within given time, the samples will be disposed of.

18. **Approved Sample** :- In case of clothing item and the Inspection authority is DGS&D.

- (i) In case where Supply Order (S/O) stipulates samples to be approved by the Indenter before manufacturing bulk supply, the supplier shall submit within 10 days of receipt of supply order identical sets of samples (No of consignee plus 3) as per contract specifications for Indenters approval through the Inspecting Officer.
- (ii) On receipt of the samples, the Inspecting Officer shall examine the samples for size, dimensions, construction (threads per dm., count of yarn, plies of yarn, strands of yarn, weave) composition (where applicable) and

mass of fabrics (duly conditioned) to verify if they are as per required specification and if found satisfactory, shall forward the same to indenter for his approval in respect of the indeterminable parameters.

- (iii) In case these parameters meet the requirement of the indenter, he shall label and seal the samples with remarks as “Approved” or “Not Approved.” Indenter shall retain one set of samples with him, forward one set to the Inspecting Officer concerned and the balance one set to the supplier for his guidance. Since approval of single sample will not give adequate indication of the variation of shade etc. Approval of just one sample in a set will not be acceptable. It is, therefore, necessary that at least two of the three samples meet the approval of the indenter, to depict the acceptable variation in indeterminable parameters.
- (iv) Samples approved as above shall be known as “**Approved Samples**”.
- (v) Failure to submit the sample by the stipulated date or in the event of sample being rejected by the Inspecting Authority or by the indenter, the supply order shall be liable to be cancelled at the risk and expense of the contractor without any further reference to the supplier. The purchaser shall also be entitled to take contractual, administrative and other remedial measures including short closure of the contract.
- (vi) During manufacture/ inspection of stores before dispatch, it shall be ensured that none of the offered/ accepted lot is lighter or darker when compared with approved sample of light and dark shade respectively.

19. **Representative samples:-**

During the course of inspection, samples will be drawn for detailed examination and tests as laid down in the specifications. The Inspecting Officer shall simultaneously draw additional two samples, similar to the samples drawn for detailed tests to be sent to each of the consignees along with accepted lot. All these samples should conform to the approved samples in respect of indeterminable parameters such as shade/ tone (i.e. light, medium, dark), size, make up, feel, finish and workmanship. These samples shall be known as: “Representative Samples”. The representative sample shall be labeled and sealed by the inspecting officer and forwarded to the consignees with the lot. The bale/packing, in which these samples are kept, shall be clearly indicated in the Inspection Note of each consignee. The consignees will be guided by these samples to determine whether the Same lot, as has been inspected and accepted by the Inspecting Officer, has been dispatched by the supplier.

20. (i) **Eligibility Criteria:-**

Tenderer should be registered with DGS&D for the items with specific reference to Eligibility Criteria stipulated in this tender. NSIC registration will be accepted only if it is based on inspection report from QA wing of DGS&D. Since this items included in the list of safety/difficult/Complaint prone items,

NSIC registration should clearly indicate that the firm complies with Eligibility Criteria requirement as applicable and the registration is based on QA wing inspection report. In case the verification of eligibility criteria/ capacity report is done by the DQA concerned of DGS&D before tender opening date and the capacity report is received in DGS&D before tender opening date, the said verification of eligibility criteria/ capacity report by DQA will be deemed to have been incorporated in registration certificate issued by NSIC.

- (ii) Tenderer registered as per specification No. G/Tex/W-69/Blankets/2003 with Amdt. No.1 with Eligibility Criteria Stipulated in this tender shall be eligible for award of Contract.

21. **WOOL MARK (In case of all woollen products)**

- (i) The manufacturer should have the valid licence for the wool mark blend on tender opening date from the wool mark company (operated in India Wool mark Services India Pvt. Ltd.)
- (ii) The blankets shall be affixed with “Wool mark Blend” Logo as per the certification authorised by Wool mark Company as above.
- (iii) “Wool mark Blend” Logo shall also be affixed in addition to the “Marking on Blankets Labels” as per clause No.6 of the governing specification No. G/ Tex/ W-69/Blankets/2003with amendment no.1.

22. **Packing & Marking:** As per Specification: G/Tex/W-69/Blankets/Sup/2003 with Amdt. No.1 and as per clause 12 of the general condition of contract DGS&D-68 (revised).

23. Tenderers will be fully responsible for proper installation, testing and making the equipment functional before final settlement of account.

24. The time allowed for carrying out the supply will start from the day of issue of written orders for supply of store in accordance with the schedule indicated in the tender documents.

25. The tenderer will also provide complete technical/ operating and service manual of the equipments.

26. The decision of the Director General, NDRF. shall be final as to the quality of the stores and shall be binding upon the Tenderers and in case of any of the articles supplied not being found as per specification and approved sample shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected items must be removed by the Tenderers from the consignees’ premises within 15 days from the date of the information about rejection. The incharge stores concerned will take reasonable view of such

materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

27. In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

28. **Liquidated Damages:** In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 15.7 of DGS&D Manual and Para 14.7(i) of Ministry of Commerce, Deptt of Supply of the General condition of the contract.

Fall clause will be applicable on this contract which:-

i) The price charged for the stores supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell store of identical description to any persons/ organization during the currency of this contract.

ii) If at any time, during the said period the contract reduced the sale price, sells or offer to sell such store to any person / organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale or offer of sale to the Director General, NDRF and the price payment.

29. In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.

30. The purchaser reserves the option to give a purchase/ price preference to offers from public sector units and SSI units over other firms is accordance with the policies of the Govt from time to time.

31. **PERFORMANCE SECURITY**

In terms of clause 7 of condition of contract DGS&D-68 (revised) all the successful tenderers against the Tender Enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish as specified in Schedule-II security deposit within 15 days of issue of contract for the due performance of the contract valid upto warrantee/Guarantee period.

32. Tenderers should submit their performance statement in the enclosed proforma at Appendix-4 of Tender Enquiry. The decision on the assessment of the past performance of the tenderer by DG NDRF is final. Foreign suppliers should also submit certificate/report from the chamber of commerce of country of origin of the manufacturers indicating the technical, production and financial capability etc. of the manufacturer. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

33. **LAW GOVERNING THE CONTRACT**

This contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

Jurisdiction of Court: The Courts of the New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

34. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.

35. Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

36. Sole Arbitration will be by Secretary, Ministry of Home Affairs, Govt. of India or by some other person appointed by him. As provided in clause 24 of General Condition of Contract form DGS&D -68 Ministry of Commerce Department of supply.

37. **PENALTY FOR USE OF UNDUE INFLUENCE**

The Seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee

to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser.

38. **AGENT AND AGENCY COMMISSION**

The seller confirms and declares to the Purchaser that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to

recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser that the Seller has engaged any such individual/firm, and paid or intended to pay any amount gift, reward, fees, commission or consideration to such personal party, firm or institution, whether before or after the signing of this contract the Seller will be liable to refund that amount to the Purchaser . The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Purchaser will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such eventuality be liable to refund all payment made by the Buyer in terms of the Contract along with interest at the rate of 2 % per annum above LIBOR rate. The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

39. **ACCESS TO THE BOOKS OF ACCOUNT**

In case it is found to the satisfaction of the Purchaser that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Purchaser shall provide necessary information/inspection of the relevant financial documents/information.

40. **PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT**

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.

The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

41. **TRANSFER AND SUB-LETTING**

The tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the resultant contract or any part thereof.

42. **FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to “events”) provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by

reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and -deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

43. **TERMINATION OF CONTRACT**

Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:

- a). The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
- b). The Seller is declared bankrupt or becomes insolvent.
- c). The delivery material is delayed due to causes of **Force Majeure** by more than 60 days.
- d). In case Performance Security is not furnished within 15 days from the date of issuing of AT.

44. Bulk supplies in the case of successful Tenderers should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in **Schedule-V**

45. Any query/Representation be addressed to DIG NDRF, HQ DG NDRF, East Block 7, Level 7, R K Puram, New Delhi – 110066

46. Tender documents to be dropped in Tender Box marked “Procurement Cell NDRF” repeat “Procurement Cell NDRF”, kept at the Reception Counter, NDRF HQrs, East Block 7, Level 7, R K Puram, New Delhi – 110066 LATE TENDERS DUE TO ANY REASON WHATSOEVER SHALL NOT BE CONSIDERED. No method of submission of Tender other than Dropping Box would be entertained.

47. For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit our websites [www.ndma.gov.in](http://www.ndma.gov.in) & [www.tenders.gov.in](http://www.tenders.gov.in) regularly.

48. The Bid should be in English language only. Bid submitted in any other language is liable to be rejected summarily.

49. Custom exemption certificate will not be given

50. **FOR FOREIGN BIDDERS ONLY**

(a) **JOINT RECEIPT INSPECTION**

Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by Buyer. JRI will consist of: -

- (i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
- (ii) Complete functional checking of the Equipment as per specifications in this contract and as per procedures and tests laid down by NDRF.

(b) **GOVT REGULATIONS**

It shall also be confirmed that, there are no Govt restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Suppliers/Contractors shall provide a certificate to this effect.

Deputy Commandant(Proc),NDRF  
For and on behalf of the President of India

## SCHEDULE-II

### SPECIAL INSTRUCTIONS

**(If any instruction contained in this tender is contrary to instruction mentioned in special instructions, the special instruction will prevail.)**

1. Stores : Oxygen Cylinder and Acetylene Cylinder  
**Qty-144 Nos each.**
2. Time and date of receipt of Tender : Date 5<sup>th</sup> Aug, 2010 at 1100 hrs.
3. Time and date for opening of Tender: Date 5<sup>th</sup> Aug, 2010 at 1130 hrs.
4. Tender Cost : Rs. 100/-
5. Validity of offer : **6 months (180 days)** from date of opening of Tender.
6. Inspecting Authority : Director General, NDRF or his authorized Rep.
7. EMD/Validity : **Rs. 17280/- 6 months from date of opening of Tender.**
8. Terms of Delivery : Free delivery to consignee basis.
9. Delivery period : **03 Months** from the date of issuing of AT.
10. Performance Security : 10% of contract value for delivery period and 5% for warranty period.
11. Guarantee / Warranty of consignee : (i) **12 months** from the date of acceptance Eqpt/Stores in good condition at location in India.  
(ii) **Guarantee/Warranty will be comprehensive i.e. inclusive of spare parts and will be implemented as under:-**
  - (a) Response time after information will be 01 week.
  - (b) Maximum time for repair /replacement will be 02 weeks.
  - (c) Penalty for Non repair/ replacement beyond 02 weeks will be @ 0.5% of the cost of Eqpt per week or part thereof.

12. PDI / JRI : N/A
13. Option Clause : The purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted in the contract
14. Tender Sample : Tender sample (Qty—01) required at the time of opening of Tender. All the bidders are required to submit 01 Nos. of Oxygen & Acetylene Cylinder, as per TE Specification. Tender sample should be submitted alongwith tender. Offer received without sample will be summarily rejected.
15. **PAYMENT TERMS** 100% payment of stores will be made on successful supply of stores in good condition..
16. Entry Tax/ Octroi/ Toll Tax will be paid at actual.

17. **MODE OF PAYMENT**

The payment to the foreign contractor will be made through irrevocable letter of credit opened through State Bank of India. In case supplier desires letter of credit to be confirmed by designated foreign bank, such confirmation charges will be payable by him.

18. **MANUFACTURERS**

Only those firms should respond who are the original manufacturer of the store specified or their authorized dealer and **certificate in this regard should be attached with the bid.**

19. **Pre-bid conference:** - It will be held on **26<sup>th</sup> July, 2010 at 1230 hrs**, at Conference Room, HQ DG NDRF, East Block 7, Level 7, R K Puram, New Delhi – 110066

20. Minimum quantity to be offered : Full quantity
21. Special Condition : Firms shall furnish a certificate regarding both the items approved by CCE Nagpur, failing which their officer liable to be rejected.

Deputy Commandant (Proc), NDRF  
For and on behalf of the President of India

**SCHEDULE-III**

**LIST OF STORES**

S.No	Description of stores	Qty
1.	OXYGEN CYLINDER AND ACETYLENE CYLINDER	144 NOS EACH

Deputy Commandant(Proc),NDRF  
For and on behalf of the President of India

**SCHEDULE-IV****LIST OF CONSIGNEES**

Tender No.1-17018/101(03)/PROC/DG-NDRF/2010

Dated, the \_\_\_ Jun, 2010

**Name & Address of consignee and Quantity**

Commandant 1 <sup>st</sup> NDRF BN, Patgaon, PO- Azara, Guwahati (Assam), Distr- Kamrup, Pin-781017 R/Stn- Guwahati	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 2 <sup>nd</sup> NDRF BN, Digberia Camp, Madhyamgram 24 Parganas (North), Kolkatta-29 R/Stn- Madhyamgram	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 3 <sup>rd</sup> NDRF BN, Mundali, Post : Mundali, Distt-Cuttack, (Orissa) R/Stn- Cuttack	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 4 <sup>th</sup> NDRF BN, Arakkonam, Post Suraksha Campus Distt. Vellore (TN) Pin Code - 631152 R/Stn Arakkonam	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 5 <sup>th</sup> NDRF BN, GC CRPF PO. Vishnupuri Pune - 410507 (Maharashtra) R/Stn - Talegaon,	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 6 <sup>th</sup> NDRF BN, GC, CRPF, Gandhinagar (Gujarat) R/Stn- Gandhinagar	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 7 <sup>th</sup> NDRF BN, Post Box-81, Bibiwala road, Distt- Bhatinda (Punjab)	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH
Commandant 8 <sup>th</sup> NDRF BN, Lakhnawali Camp, PO- Surajpur, Greater Noida, District- Gautam Budhnagar (UP)	OXYGEN CYLINDER & ACETYLENE CYLINDER Qty-18 NOS EACH

Deputy Commandant (Proc)/ NDRF  
For and on Behalf of President of India

**SCHEDULE-V**

**Specification**

<b>1</b>	<b>OXYGEN CYLINDER</b>	IS-7285: Part 1: 2004: "Refillable Seamless Steel Gas Cylinder". Specification – Part 1: Normalized Steel Cylinders"
<b>2</b>	<b>ACETYLENE CYLINDER</b>	IS 7312: 2004 "Welded and seamless Steel dissolved acetylene gas Cylinder-Specification

Deputy Commandant (Proc)/ NDRF  
For and on Behalf of President of India

**Full name and address of the Tenderer in addition to post Box No., if any, should be quoted in all communications to this office**

From :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENDER NO. \_\_\_\_\_

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold this offer open till \_\_\_\_\_, I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood all the instructions to Tenderers in the Tender Enquiry and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. All the appendices from 1 to 7 in Technical bid envelope & appendices no 8 in price bid envelope have been submitted duly filled in & signed.

4. The following pages from page No.1 to Page No. \_\_\_\_\_ have been added to and will form the part of this tender \_\_\_\_\_.

Yours faithfully

SIGNATURE OF TENDERER)

ADDRESS \_\_\_\_\_

DATED \_\_\_\_\_

SIGNATURE OF WITNESS .

ADDRESS \_\_\_\_\_

DATED \_\_\_\_\_

**DETAILS OF MANUFACTURER**

1. Details of manufacturer.

(a) Name :

(b) Office

:

(i) Address

:

(ii) Telephone

:

Land line

:

Mobile

:

(iii) Fax

:

(iv) e-mail

:

(b) Works

:

(i) Address

:

(ii) Telephone

:

(iii) Fax

:

(c) Contact person

:

(i) Office

:

(ii) Address

:

(iii) Telephone

:

Land line

:

Mobile

:

(iv) Fax

:

(v) e-mail

:

Signature of tenderer

Date

Name of tenderer

2. In case of foreign firm, contact person in Delhi/ India.

(a) Name :

(b) Address :

- (c) Name of company :
  - (d) Telephone :
    - Land Line :
    - Mobile :
  - (e) e-mail :
  - (f) Fax :
3. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.
  4. Gross weight of consignment. (Net weight of each item)
  5. PAN
  6. Confirm whether you have attached photocopy of PAN Card duly attested.
  7. Status
    - (a) Indicate whether you are LSU or SSI.
    - (b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.
    - (c) If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.

Signature of tenderer

Date

Name of tenderer

(d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered.

8. Banker :-

- (a) Name :
- (b) Address :
- (c) Telephone :
- (d) e-mail :
- (e) Fax :

9. Business name and Constitution of the firm. Is the firm registered under :-

- (i) The Indian Companies Act, 1956
- (ii) The Indian Partnership Act, 1932. (Please also give name of partners)
- (iii) Any Act; if not, who are the owners. (Please give full names and address.)

10. Whether the tendering firm is Manufacturer of the store specified in the tender or their authorized dealer.

Signature of tenderer

Date

Name of tenderer

11. If stores offered are manufactured in India, please state whether all the raw materials, components etc used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their break up of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given.
12. State whether raw materials are held in stock sufficient for the manufacture of the stores.
13. Please indicate the stocks in hand at present time. :
  - i) Held by you against this Enquiry.
  - (ii) Held by M/s. \_\_\_\_\_ over which you have secured an option.
14. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :-
  - (a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
  - (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

Signature of tenderer

Date

Name of tenderer

- (c) If the answer to either (a) or (b) is in the affirmative, furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B.: (1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.

- (2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

16. Here state specifically:

(i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof if any. Also indicate the margin of difference.

- (ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.

Signature of tenderer  
Date & Name of tenderer

17. Are you.
- (i) Holding valid Industrial Licence(s)/Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.
  - (ii) Exempted from the licencing Provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.
  - (iii) Whether you possess the requisite licence for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no licence is required for the purpose of raw materials and/or that you possess the required licence.
18. State whether business dealings with you have been banned by Min./Deptt. of Supply/Min. of Home Affairs?
19. Please confirm that you have read all the instructions carefully and have complied with them accordingly.
20. Sale Tax office Address.

Signature of tenderer

Date

Name of tenderer

21. Income Tax office Address.

Signature of Witness:	Signature of Tenderer:
Full name (Block letters)  Address:-	(1) Full name (Block letters).  (2) Address
	(2) Whether signing as Proprietor/ Partner/ Constituted Attorney/ duly authorized by the Company.

**N.B:- THE TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL QUESTIONS . TENDERERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED**

Signature of tenderer  
Date  
Name of tenderer

## Annexure to Appendix-2

### COMPLIANCE STATEMENT FOR SPECIFICATION

1. Name of Item : Oxygen Cylidner and Acetylene Cylinder
2. Brand of Item/Country of origin : \_\_\_\_\_
3. **Model :** \_\_\_\_\_

Tenderers are requested to give compliance of each specification whether equipment being offered by them is complying with specification or otherwise.

S/No	Specification	Complied	Not Complied	Page No at which this Tech details attached
1.	<b>OXYGEN CYLINDER:</b> - IS-7285: Part 1: 2004: "Refillable Seamless Steel Gas Cylinder". Specification – Part 1: Normalized Steel Cylinders"			
2.	<b>ACETYLENE CYLINDER:-</b> IS 7312: 2004 "Welded and seamless Steel dissolved acetylene gas Cylinder-Specification			

Note:- (i) The confirmation that the stores is meeting the specification should be supported by documents/ literature etc.

**Signature of tenderer**

Date

Name of tenderer

**QUESTIONNAIRE ABOUT MANUFACTURER**

1. Name & Address of contractor

---

2. a) Whether registered with DGS&D for subject stores  Yes  No.

b) If yes, monetary limit Rs.   (Lakh)   (Without limit)  
(Enclose attested photocopy of Regn. Certificate)

c) Validity Date  Permanently

3. a) Whether registered with NSIC for subject store  Yes  No

b) If yes, monetary limit Rs.   (Lakh)   (Without limit)  
(Enclose attested photocopy of Regn. Certificate)

c) Validity Date  Permanently

4. Whether you agree to submit advance sample if called upon to do so within specified period  Yes  No

5. Whether past supplier of subject store to DGS&D Or Min. of Home Affairs during the last 3 years. Yes  No   
(If yes, submit performance report in enclosed Performa)

6. Terms of delivery : FOR Destination   
(Free delivery to consignee)

7. a) Delivery period in months from the date of placement of order/ Approval of Advance Sample.   Months

b) Monthly rate of supply.

Signature of tenderer  
Date  
Name of tenderer

8. Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. Yes No

9. Have you enclosed required Earnest Money :    
Yes No

10. Do you accept tolerance clause :    
Yes No

Signature of Tenderer \_\_\_\_\_ :

Name in Block letters : \_\_\_\_\_

Capacity in which : \_\_\_\_\_  
tender is signed

Full Address, : \_\_\_\_\_

E mail address, Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

\_\_\_\_\_ :

\_\_\_\_\_ :

**APPENDIX-4**

**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

<b>Ser.No.</b>	<b>Name of Firm</b>	<b>Contract No.</b>	<b>Description of Stores</b>	<b>Quantity on order</b>	<b>Value</b>	<b>Original D.P.</b>	<b>Qty. supplied within original D.P.</b>	<b>Final/ Ext. D.P.</b>	<b>Last supply position</b>	<b>Reasons for Delay in supplies (If any)</b>

- N.B: (i) The decision on assessment of past performance of DG NDRF will be final.  
(ii) Copy of supply orders be attached.

Signature of tenderer  
Date  
Name of tenderer

**FORM -7**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)

Tender No. & Date \_\_\_\_\_ for the supply of \_\_\_\_\_.

1. Details of firm

- (a) Name :
- (i) Office :
- (ii) Address :
- (iii) Telephone :
- (iv) Fax :
- (v) e-mail :
- (b) Works :
- (i) Address :
- (ii) Telephone :
- (iii) Fax :
- (iv) e-mail :

2. Location of manufacturing works/factory. Factories owned by you (Documentary). In case you do not own the factory but utilise the factory of some other firm for the manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of \_\_\_\_\_ (here indicate the name of the firm whose factory is being utilised) has been put at your disposal for the manufacture /fabrication of the stores for which registration has been applied for.

Signature of tenderer

Date

Name of tenderer

3. Location of manufacturing works/factory. Factories owned by you(Documentary). In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the stress for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of \_\_\_\_\_  
 \_\_\_\_\_ (here indicate the name if the firm whose factory is being utilized) has been put a your disposal for the manufacture/ fabrication of the stores for which registration has been applied for.
4. Details of plant and machinery erected and functioning in each department (Monograms and descriptive Pamphlets should be supplied, if available).
5. Whether the process of manufacture in factory is carried out with the aid of power or without it.
6. Details and stocks of raw material held (state whether imported or indigenous) against each item.
7. Production capacity of each item with the existing plant & machinery:
  - (a) Normal \_\_\_\_\_
  - (b) Maximum \_\_\_\_\_

Signature of tenderer  
 Date  
 Name of tenderer

8. Details of arrangements for quality control of products such as laboratory etc.
9. (a) Details of Technical/ Supervisory Staff incharge of production & Quality control.
- (b) Skilled labour employed.
- (c) Unskilled labour Employed.
- (d) Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application.

PLACE : \_\_\_\_\_

DATE : \_\_\_\_\_

**SIGNATURE OF THE TENDERER**  
**Designation** \_\_\_\_\_  
**Company/ Firm** \_\_\_\_\_

**N.B. : (1) Details under column 5 to 10 inclusive need to be restricted to the extent they pertain to the item(s) under reference.**



**BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas.....  
(hereinafter called the "tenderer")  
has submitted their offer dated.....  
for the supply of.....  
(hereinafter called the "tender")  
against the purchaser's tender enquiry No.....  
KNOW ALL MEN by these presents that WE.....  
of.....having our registered office at  
.....are bound unto.....  
(hereinafter called the "Purchaser")  
in the sum of.....  
for which payment will 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.....2008.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/ execute the contract.

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 the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

When communication is received from or on behalf of DG NDRF to invoke this Bank Guarantee, the amount will be remitted to Code No. 7755, SBI BIKAJIKAMA PLACE, New Delhi Account No.30871487770 under intimation to: -

The Director General,  
National Disaster Response Force  
East Block 7,Level 7 ,R K Puram, New Delhi - 110066

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**GUARANTEE/WARRANTY**

- i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said Equipment/articles would continue to conform to the description and quality aforesaid for a period of **12 months**, from the date of delivery of the said Equipment/articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said Equipment/ articles, if during the aforesaid period of **12 months**, the said equipment/articles be discovered not to conform to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the equipment/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the equipment/ articles rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the goods etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
- ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.
- iii) **12 Months** warranty periods will commence from the date of commissioning of Project/supply of stores.
- iv) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment, so that the latter may undertake the balance of the lifetime requirements.
- v) Warranty to the effect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment.
- vi) Tenderer will supply the spare parts of the equipment for 10 years from the date of purchase of the equipment. The following certificate should be given in the request:  
“It is certified that our concern/establishment will supply parts of the Equipment for 10 years from the date of purchase of the Equipment”.

Signature of tenderer

Date

Name of tenderer

**APPENDIX-8**

**PROFORMA FOR PRICE BID**

**{TO BE FILLED BY THE BIDDER & SEALED SEPARATELY}**

Srl. No.	Name of the store.	Qty	Rates per Unit (Rs.)	Free delivery to consignee (Rs)	Any other livable tax or duty/charge/ surcharges (Rs)	Net price per unit (Rs)	<b>Total price (Rs)</b>
1.	OXYGEN & ACETYLENE CYLINDER	144 Nos Each					
	Total						

**Note :** (a) All above items are clubbed in a package. Tenderer is required to quote price of each item separately. However, commercial bids will be compared based on the least price of the package and not for the individual price of each item.

(b)Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt/ Semi Govt. etc. organization.

Signature of tenderer

Date

Name of tenderer