TE consisting page 01 to 40

Directorate General, NDRF, East Block-7, Level-7, R.K. Puram, Sec-1, New Delhi, सत्यमेव जयते

Government of India, Ministry of Home Affairs
Directorate General, National Disaster Response Force
(Procurement Cell)
East Block 7, Level 7, R K Puram, New Delhi - 110066
(Tele :) Fax No. 26105912
E-mail dg-ndrf@nic.in

TE No. 1-17018/101(50)/PROC/DG-NDRF/2011 4707 Dated, the 28 July' 2011

1. On behalf of the President of India, DG NDRF invites you to tender in two-bid system for the supply of **12 NOS COMBINATION CUTTER WITH SPREADER FOR NDRF** detailed in the schedule

2. The complete Tender Set is available on NDMA web site www.ndma.gov.in & tenders.gov.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)
(ix)	Appendix-9	=	Check list of Tenderers
(x)	Appendix-10	=	Model ECS Mandate Format.

Enclose: Aforesaid schedules & enclosures

Yours faithfully,
28/7
DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Copy to: -

1.	Dy Director (Procurement) MHA, Procurement wing Jaiselmer House, N/D	You are requested to check the particulars of the TE and point out error if any within 10 days to this HQ for necessary action please. It is also requested to float this Tender enquiry on MHA website for wide publicity
2.	The Joint Advisor (Comn & IT), NDMA, N/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.

28/7
DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Signature of Tenderer
Date with stamp
Name of Tenderer

Signature of Tenderer
Date with stamp
Name of Tenderer

SCHEDULE-1

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.**

Signature of Tenderer
Date with stamp
Name of Tenderer

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 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

4. 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.

5. 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.

6. **REGISTERATION OF INDIAN AGENTS OF FOREIGN POLICY**

(i) The offers from the Indian agents of foreign principal, not enlisted with DGS&D for such products **EXCEPT PROHIBITED ITEMS** as per the Foreign Trade Policy of Govt of India under compulsory registration scheme *of Department of Expenditure, Ministry of Finance* 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.

(ii) 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.

(iii) The Format of Application Form for registration with DGS&D is attached as **Annexure to Appendix -2**

7. 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.

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

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

10. **TENDER COST**

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.

11. **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) 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.

(d) 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

(e) **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 (Safdarjung Enclave), 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 (Safdarjung Enclave), New Delhi. The format is as per appendix-6.

(iii) 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.

(iv) If **EMD** is furnished in the form of BG, then it should be valid for 45 days beyond the validity period of the offer.

(f) 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.

(g) 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.

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

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

13. **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.

14. **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 & 9 to 10) 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.

15. **PRICE**

(i) Price will be quoted in figures as well as in words in Indian Currency only. L-1 Firm would be decided by adding the cost of all the Equipments, Guarantee/Warranty including all other liveable Taxes and duties. Format for Price Bid is placed at Appendix-8.

(ii) Tenderers are required to indicate Basic Prices, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/ charges separately within Performa for Price Bid. Such taxes/duties/charges reflected outside the Performa will not be accepted.

(iii) Tenderer must attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer.

Signature of Tenderer
Date with stamp
Name of Tenderer

16. Minimum quantity to be offered : Full quantity.

17. **CHANGE IN CORRESPONDENCE ADDRESS**

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

18. **TENDER SAMPLE**

(i) Requirement of Tender sample: Tender sample not required. However, the sample from the tenderer, whose offer complies all the pre-qualification of tender technical specifications, will be called for physical evaluation. The said sample should be sent to DIG/NDRF, HQ DG NDRF, Block-07, Level-07, R K Puram, New Delhi within 10 days from the date of issue of letter, failing which offer of the firm is liable to be rejected.

ii) Tenderer is supposed 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

(iii) 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.

(iv) The purchaser also reserves the right to carry out the lab test of the samples submitted by the tenderer at any stage.

(v) 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

(vi) Tender sample should have card affixed duly signed and stamped by concerned lab issued the Lab Test Report of the intended tender sample otherwise the offer is liable for rejection.

(vii) **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.

19**.** **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).

20. **DISPATCH INSTRUCTIONS AND DOCUMENTATION.**

The seller shall intimate to the purchaser, by telex or fax and speed post seven working days in advance, the mode of transport and probable date of delivery of consignment.

Signature of Tenderer
Date with stamp
Name of Tenderer

21. **SUPPLY/INSTALLATION OF ORDERED STORES**

(i) 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.**

(ii) Tenderers will be fully responsible for proper installation, testing and making the equipment functional before acceptance of stores and the final settlement of account.

(iii) The Equipment should be BRAND NEW, Lot / Model No. Batch No./ year of manufacturing name of manufacturer and other detail should be given**.** The original literature supplied with the item/eqpt should also be provided.

22. **EFFECTIVE DATE OF CONTRACT**

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.

23. **RIGHT TO REJECTION**

(i) 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.

(ii) 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.

(iii) 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 they shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier.

(iv) The rejected items must be removed by the Tenderers from the consignees premises within 15 days from the date of the intimation about rejection at the risk and cost of the Tenderer.

(v) The in charge 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.

24. **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.

25. **DELIVERY OF STORES**-

(i) Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.

ii) In the event of Firm delivering stores after scheduled Delivery Period, even if the stores have been accepted by the consignee, it would be at the risk and cost of the seller.

26. **OPTION CLAUSE**

The Purchaser reserves the right to place order on the successful Tenderer for additional quantity up to 25% of the quantity offered by them at the time of placement of order or during the currency of the contract as per Clause 31 of Form DGS&D-68 (Revised)

Signature of Tenderer
Date with stamp
Name of Tenderer

27. **FALL CLAUSE**

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 reduces 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, BSF and the price payment.

28. **RISK PURCHASE CLAUSE**

In the event of failure of the supplier to deliver or dispatch the stores or provide the required services with in the stipulated date/period of the supply order/AT, or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the stores/services from elsewhere at the risk and cost of the defaulting supplier after giving due notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills of the supplier pending with the purchaser against any other supplies outside this contract or even from the bills of the supplier pending/due for payment with any other Government Department/Ministry.

29. In case of any defect 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. **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 an amount equal to 10% of contract value as security deposit within 15 days of issue of contract for the due performance of the contract valid upto *60 days beyond the expiry of* Warrantee/Guarantee period. In case Performance Security is not deposited by the successful bidder within the stipulated time irrespective of any reason, after placing of AT / Supply order , EMD could be permanently forfeited and AT / Supply order would become liable for cancellation at the risk of the Firm.

31. **LAW GOVERNING THE CONTRACT**

(i) 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.

(ii) 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.

32. **ARBITRATION**

(i) 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.

(ii) 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.

Signature of Tenderer
Date with stamp
Name of Tenderer

(iii) 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.

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

(i) The Seller undertakes that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of 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 the 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.

(ii) 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.

(iii) 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.

34. **AGENT AND AGENCY COMMISSION**

i) 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 award the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm irrespect of any such intercession, facilitation or recommendation.

(ii) 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.

(iii) 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.

(iv) The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years.

35. **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 Agent / 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.

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

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

(ii) 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.

37. **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.

38. **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 *or becomes impossible or unlawful* 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 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 reta

39. **TERMINATION OF CONTRACT**

(i) Time shall be the essence of the contract.

(ii) 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 the stipulated date from the date of issuing of AT.

40. **MODIFICATION IN TENDER ENQUIRY**

(i) Any **Query /Clarification/ Representation** be addressed to Dy Comdt (Proc), Proc Cell, HQ DG NDRF, Block No.07, Level-07, Sector-01, R K Puram New Delhi– 110066, Tele Fax No. 011- 26105912. **In case of any contradiction noticed in this Tender Enquiry same be immediately clarified within 07 days from the date of publication of Tender on the website else decision/ interpretation of NDRF in this regard would be final in all respect.**

(ii) Queries/representations on Tender Enquiry received up to Pre-Bid Meeting would only be entertained and considered. **All queries and representations received after the date of Pre- Bid Meeting are liable to be ignored.**

(iii) For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit our websites **www.ndma.gov.in & tenders.gov.in** regularly. **Any changes /modifications in tender enquiry will be intimated through these websites only.**

41. **EXEMPTION FROM DUTIES/TAXES**

(i) Customs and/ or any other exemption certificate will not be given unless applicable on production of Govt Notifications in this regard through a formal request from the Tenderers.

42. **SUBMISSION OF TENDER**

(i) The Tender shall be submitted in duplicate (Original along with its Xerox copy both signed and stamped) in English language only. Bid submitted in any other language is liable to be rejected summarily.

(ii) Tender documents to be dropped in Tender Box marked “Proc Cell” repeat “Proc Cell”, kept at the Reception Counter, HQ DG NDRF Sector-01, Block-07, Level-07, R K Puram New Delhi-110066.

(iii) LATE TENDERS DUE TO ANY REASON WHATSOEVER WILL NOT BE CONSIDERED.

(iv) **No method of submission of Tender other than Dropping Box would be entertained.**

DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Signature of Tenderer
Date with stamp
Name of Tenderer

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.	Time and date of receipt of Tender	:		06TH SEPT- 2011 at 1100 hrs
2.	Time and date for opening of Tender	:		06TH SEPT- 2011 at 1130 hrs
3.	Tender Cost	:		Rs 500/-
4.	Store	:		COMBINATION CUTTER WITH SPREADER-QTY-12 NOS
5.	Validity of offer	:		06 Months (180 days) from date of opening of Tender.
6.	**INSPECTION**	:		
	(i) Authority			Director General, NDRF or his authorized representatives.
7.	EMD	:		Rs 2,40,000/- with 06 Months validity from date of opening of Tender.
8.	Terms of Delivery	:		Free delivery to consignee basis.
9.	Delivery period	:		02 Month from the date of issue of AT.
10.	Performance Security	:		10% of contract value for warranty period
11.	Guarantee/Warranty	:	(i)	24 Months from the date of acceptance of Eqpt/Stores in good condition at consignee 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 07 days (b) Maximum time for repair/replacement will be 10 days (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.	PAYMENT TERMS	:		100% payment of stores will be made on successful supply of stores in good condition.

15. Entry Tax/Octroi/Toll Tax will be paid at actual.

16. **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.

17. **MANUFACTURERS**

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

18. **Pre-bid conference**

It will be held on 10TH AUG- 2011 at 1230 hrs, at Conference Room, HQ DG NDRF, East Block-7, Level-7, R K Puram, New Delhi.

19.	Minimum quantity to be offered	:	Full quantity.
20.	PRICE	:	Price be quoted in Indian Rupees on free delivery to consignee basis only. Price in any other currency will not be entertained.

DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Signature of Tenderer
Date with stamp
Name of Tenderer

SCHEDULE-III

LIST OF STORES

S.NO	DESCRIPTION OF STORES	QTY
01	COMBINATION CUTTER WITH SPREADER	12 NOS

DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Signature of Tenderer
Date with stamp
Name of Tenderer

SCHEDULE-IV

LIST OF CONSIGNEES

Tender No.1-17018/101(50)/PROC/DG-NDRF/2011 Dated, the___ July, 2011

NAME & ADDRESS OF CONSIGNEE AND QUANTITY

Commandant 5th NDRF BN, GC CRPF PO. Vishnupuri Pune - 410507 (Maharastra) R/Stn - Talegaon,	COMBINATION CUTTER WITH SPREADER QTY-06 NOS
Commandant 9th NDRF BN, NH-30, Arah Road Bihta Patna (Bihar) R/Stn : PATNA	COMBINATION CUTTER WITH SPREADER QTY-06 NOS

DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Signature of Tenderer
Date with stamp
Name of Tenderer

				SCHEDULE-V
	TECHNICAL SPECIFICATION OF COMBINATION CUTTER AND SPREADER			
S.N	Technical specification	Complied	Not Complied	Page No at which tech literature attached
	Purpose Combination tools are double acting hydraulic tools primarily for cutting and spreading but may be used, with suitable attachments as necessary for pushing, pulling and pressing or squeezing. They are used for rescue work following vehicle, tanker or rail accidents, in factories or construction site accidents and in natural disasters particularly for collapsed shelter search and rescue. Although specialist and heavier individual function cutters and spreaders are available combi-tools offer a solution providing multiple functions in a single piece of equipment and its versatility makes it useful in post disaster rescue work. **Scope of Supply** Each Combi tool set will be supplied with a power unit and accessories and spares indicated later. **Specifications of Combi-tool** 1. General- The combi-tool should have a light weight, balanced and ergonomic design with anti slip twist grip handle and safety control. The blades should be made of tempered tool steel. They should be straight, serrated, regrindable and easily exchangeable. The cylinder body and housing could be made of high strength aluminum alloy or equivalent material. Pigtail(s) should be fitted with anti-kink springs or some form of kink protection, have quick connect couplings and automatic locking. 1. Working Pressure 630 to 720 bars 2. Opening (spreading) width More than 300 mm 3. Minimum spreading force at 2.5cm from tip of 4. blades 35 KN 5. Spreading force at 630 to 720 bars More than 100 KN 6. Cutting force at 630 to 720 bars More than 200 KN 7. Pulling force More than 50 KN 8. Weight Not more than 17 Kgs without hoses. 9. Should cut round steel bars (as per current EN 10. Standard or equivalent) More than 25 mm diameter 11. The hoses should be of 10 m length and of different colours, if two hoses are to be used. Factor safety should be of the order of four 12. Operating Temperature -20 to +80 degrees Celsius. **SPECIFICATIONS OF PUMP** **1.** Engine type Four stroke petrol engine **2.** Pump type two stage radial piston or alternative			

Signature of Tenderer
Date with stamp
Name of Tenderer

	equivalent design with max output exceeding 2 liters per minute. **3.** Operating pressure 630 to 720 bars **4.** Fuel Tank Capacity :- Adequate for minimum three hours Running. **5.** Oil Tank Capacity Minimum 2 liters **6.** Weight Not more than 16 Kgs. **7.** Operating temperature-20 to +80 degrees Celsius **8.** Sound level Less than # 70 dB at 1m distance. **Accessories to be Supplied :** **1.** Maintenance set **2.** Set of spare blade arms and tips **3.** Toolkit to change blades **4.** Set of pulling chains **5.** Set of pulling adaptors **6.** Carry case for combi-tool. **7.** Carry box for power unit.			

NOTE OF TENDER

1. The tenderer shall indicate the make/model in their offer.
2. The tenderer shall furnish the clause by clause compliance statement. In case there is any deviation the same should be clearly brought out in the offer.
3. They shall mention the relevant BIS/EN/DIN/UL certification of the product offered. Technical manual comprising of servicing details shall be supplied with system.
4. If above equipments/machine requires specific training for operating them, the tenderers should ensure that proper training on operations and its maintenance is provided to each consignees.
5. The confirmation that the stores are meeting the specification should be supported by documents/ literature etc.
6. These documents of all stores offered be numbered and attached after all appendices and the numbering may be in continuation.

DY INSPECTOR GENERAL/NDRF
For and on behalf of the President of India

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX -1

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 _____

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX-2

DETAILS OF MANUFACTURER

1. Details of manufacturer.

(a) Name :

(b) Office :

(i) Address :

(ii) Telephone :

Land line :

Mobile :

(iii) Fax :

(iv) e-mail :

(c) Works :

(i) Address :

(ii) Telephone :

(iii) Fax :

(d) Contact person :

(i) Office :

(ii) Address :

(iii) Telephone :

Land line :

Mobile :

(iv) Fax :

(v) e-mail :

Signature of Tenderer
Date with stamp
Name of Tenderer

(e) supporting authorization documents (kindly attach)

2. Details and Address of Subsidiary Office(s)

3. 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 :

4. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.

5. Gross weight of consignment. (Net weight of each item)

6. PAN

7. Confirm whether you have attached photocopy of PAN Card duly attested.

8. 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.

Signature of Tenderer
Date with stamp
Name of Tenderer

(c) If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.

(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.

9. Banker :-

(a) Name :

(b) Address :

(c) Telephone :

(d) e-mail :

(e) Fax :

10. 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.)

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

Signature of Tenderer
Date with stamp
Name of Tenderer

12. (a) 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.

(b) Authorized Dealers/Distributors to specify the details of indigenous and imported material with their value.

13. State whether raw materials are held in stock sufficient for the manufacture of the stores.

14. 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.

15. Do you agree to Sole Arbitration by Secretary Ministry of Home Affairs or by some other person appointed by him as rovided in Clause 24 of the General Conditions of Contract form DGS&D-68 (Revised) (Your acceptance of non-acceptance of this clause will not influence the decision of the tender. **It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the Clause).**

16. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to

Signature of Tenderer
Date with stamp
Name of Tenderer

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.

(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

Signature of Tenderer
Date with stamp
Name of Tenderer

the tenders must be signed by every partner of the firm.

17. 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.

18. 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.

Signature of Tenderer
Date with stamp
Name of Tenderer

(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.

19. State whether business dealings with you have been banned by Min./Deptt. of Supply/Min. of Home Affairs?

20. Have your Firm ever been black listed or debarred by any Govt or Semi Govt or Autonomous bodies.

21. Please confirm that you have read all the instructions carefully and have complied with them accordingly.

22. Sale Tax office Address.

23. Details of last income Tax return (Enclose copy)

24. Name and details of Authorized Person detailed For dealing this case with NDRF for this Tender (Photo Copy of I-Card to be attached)

Signature of Tenderer
Date with stamp
Name of Tenderer

25. 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:- **TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE 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**

26. Change of name of the Firm if any since origin,
with date and reasons thereof

Signature of Tenderer
Date with stamp
Name of Tenderer

Annexure to Appendix-2

FORM OF APPLICATION APPLIED FOR REGISTRATION WITH DGS&D

(i)	Name of the Firm	:
(ii)	Date of incorporation	:
(iii)	Address of the Registered Office (Pin Code/E-Mail address/Tel No & Fax No must be mentioned)	:
(iv)	Address of the Head Office	
(v)	Address of branches	:
(vi)	If you are Registered/Enlisted with DGS&D, Give Certificate. No____	:
(vii)	Have you applied to DGS&D for Enlistment/Registration If so , give details	:

PART-II

(i) Status of Firm
Put a ( ) Mark To whichever is applicable

1. Proprietorship Concern
2. Partnership Concern
3. Private Limited
4. Public Limited
5. Central Govt. Undertaking
6. State Govt. Undertaking.

Details Structure of your Firm may be furnished at Appendix-"A"

PART-III

(I)	Enlistment required with Foregin Principal	:
	(a) Name	:
	(b) Address	:
	(c) Store for which enlistment Required with the Foreign Principal	:

Signature of Tenderer
Date with stamp
Name of Tenderer

APENDIX -3

QUESTIONAIRE 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 with stamp
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 ☐

11. Is your firm eligible to receive Govt Contract : For the tendered stores under the provision Of Law of the land.

Yes ☐ No ☐

12. Have your Firm ever failed to complete : Ordered supply and Tender short closed

Yes ☐ No ☐

13. Whether your firm is compliant on Environmental : Safe guards.

Yes ☐ No ☐

14. Has ever been any FIR/complaint lodged against : Your firm with Police

Yes ☐ No ☐

Kindly give details, if any

Signature of Tenderer : _____

Name in Block letters : _____

Capacity in which tender is signed : _____

Full Address, E mail address, Fax No. Mobile No. : _____

: _____

: _____

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX-4

PERFORMANCE STATEMENT FOR LAST THREE YEARS

1. Name of Firm _____

S.N	Order placed by whom with Order No & date	Store	Qty	Value	Original delivery period	Extended Delivery period	Quality Supplied		Remarks (To include Reasns for Delay/Cancellation/Complaints etc.
							In original D/P	In extended D/P	

2. Year of Origin of Firm :

3. Yearly Turn over :

4. Yearly manufacturing capacity in Quantitative terms :

5. Present contracts in hand with quantity and delivery period details :

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX- 5

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.

3. Details of plant and machinery erected and functioning in each department (Monograms and descriptive Pamphlets should be supplied, if available).

4. Whether the process of manufacture in factory is carried

Signature of Tenderer
Date with stamp
Name of Tenderer

out with the aid of power or without it.

5. Details and stocks of raw material held (state whether imported or indigenous) against each item.

6. Production capacity of each item with the existing plant & machinery:

   (a) Normal _____
   (b) Maximum _____

7. Details of arrangements for quality control of products such as laboratory etc.

8. (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.

Signature of Tenderer
Date with stamp
Name of Tenderer

ANNEXURE TO APPENDIX-5

MANUFACTURER WILL PROVIDE LIST OF MACHINERY INSTALLED IN THEIR FACTORY FOR MANUFACTURING THIS ITEM

S.N	NAME OF MACHINERY	LOCATION, STATE & COUNTRY	PERSONAL EMPLOYED FOR THIS ITEM

Signature of Tenderer
Date with stamp
Name of Tenderer

ANNEXURE "B" TO APPENDIX-5

AUTHORIZED DEALER/DISTRIBUTOR WILL PROVIDE LIST OF INFRASTRUCTURE DETAILS OF THIS ITEMS

S.N	NAME OF MACHINERY	LOCATION, STATE & COUNTRY	PERSONAL EMPLOYED FOR THIS ITEM

APPENDIX-6

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…….2011.

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

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX-7

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 contact. The contractor hereby guarantees that the said Equipment/articles would continue to conform to the description and quality aforesaid for a period **of 24 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 **24 months,** the said equipment/articles be discovered not to confirm 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) **24 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) Guarantee/Warrantee will be comprehensive i.e. inclusive of spare parts and will be implemented as under:-

a) Response time after information will be 07 days

b) After intimation to Firm, maximum time for repair/replacement the Equipment will be 10 days.

c) Penalty for non-repair beyond the repair time i.e. 10 days will be @ 0.5% of the cost of instruments will be charged per week or part thereof.

d) Warranty will be extended up to the period instruments remain defect.

vii) In case, Manufacturer's Standard Guarantee/Warrantee is for more than 02 years than it will be applicable to purchaser also.

viii) Warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition after due inspection and/ or on successful installation and commission as applicable.

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX-8

PROFORMA FOR PRICE BID

{TO BE FILLED BY THE BIDDER & SEALED SEPARATELY}

Srl. No.	Name of the store.	Qty (Ns)	Rates per Unit (Rs.)	Excise duty (Rs.)	Sales Tax/VAT @ (Rs.)	Any other leviable tax or surcharges (Rs.)	Net price per unit (Rs.)	Total price (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01	COMBINATION CUTTER WITH SPREADER	12 NOS						

Note : (a) 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.
(b) Tender will quote rate of each item mentioned above separately.
(c) Tenderer will attach certified copies of Govt. Notification in support of all taxes and duties leviable.

Signature of Tenderer
Date with stamp
Name of Tenderer

APPENDIX-9

CHECK LIST FOR TENDERERS

Before submission of Tender documents, Tenderers should check they have complied with the following requirements:-

S.N	Requirements to be checked before submission of the Tender	Complied (Please indicate YES after complying with the requirement)
01.	Cost of Tender has been enclosed with Tender document, if downloaded from website. If not, then supporting documents proving exemption to this enclosed	
02	Earnest Money Deposit (EMD) has been enclosed.	
03	If registered with NSIC or and DGS&D , copies of valid registration certificate enclosed.	
04	If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed.	
05	Monthly manufacturing & supplying capacity has been mentioned in the tender documents	
06	Complete tender documents have been enclosed , after signature & stamping on ALL pages	
07	Signatures of witness with full name and address have been added wherever required on tender documents	
08	Proposal has been submitted in two bid system Technical Bid & separate Price Bid as per tender enquiry	
09	Offer validity as required in tender has been accepted & clearly mentioned in Tender documents	
10	Delivery Terms & Period as per Tender has been accepted and mentioned in Tender	
11	Payment Terms as per Tender have been accepted and mentioned in Tender	
12	Compliance statement in format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.	
13	Performance statement for 3 years as required in Tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.	
14	Warranty terms as per Tender accepted	
15	Status of Tender has been clearly written in Tender -manufacturer or manufacturers authorized agent. If authorized agent, valid authority letter for the stores quoted from the manufacture has been enclosed. If agent of foreign principal, copy of valid DGS &D registration certificate as Indian Agent of Foreign Principal enclosed. If not, reason in writing given	
16	The following proformas enclosed with tender have been properly & completely filled in, signed & stamped (i) Form 68(A)- Offer of stores (ii) Questionnaire (iii) Form 7,Proforma for equipment & quality control	

Signature of Tenderer
Date with stamp
Name of Tenderer

	(iv) Details of manufacturer	
17	The Tenderer has clearly mentioned in writing that business dealings with their Firms have not been banned by any Govt/Private agency.	
18	If the Tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	
19	Tenderer will attach copies of Govt Notification in support of all applicable Taxes/Duties quoted in the offer.	

Signature of Tenderer
Date with stamp
Name of Tenderer

Appendix-10

MODEL ECS MANDATE FORMAT

Customer's option to receive payments through e-Payment (ECS/EFT/DIRECT CREDIT/RTGS/NEFT/Other payment mechanism as approved by RBI)

Credit Clearing Mechanism

1. Customer's name

2. Particulars of Bank Account –
   a) Bank Name
   b) Branch Name
   c) Address
   d) Telephone numbers
   e) IFS code
   f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by bank.
   g) Account Type (S.B Account/ Current Account or Cash)
   h) ledger Folio number
   j) Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect

   "I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(----------)

Date - Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (----------)
Date :

Signature of the Authorized official from the Bank.

Signature of Tenderer
Date with stamp
Name of Tenderer