

FORM -241

INVITATION TO TENDER

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(60)/PROC/DG-NDRF/2011

Dated, _____ Dec, 2011

To

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

Dear Sir,

On behalf of the President of India, I invite you to tender for the supply of stores detailed in the schedule.

2. The conditions of contract, which will govern any contract made, are contained in the Pamphlet No. DGS&D-39 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organisation of the Government of India" as amended upto date and those contained in the Pamphlet No. DGS&D-229 containing various instructions to tenderers quoting against the TENDER INQUIRIES issued by the DGS&D read with the amendments enclosed with this TENDER ENQUIRY. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. 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.

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. You must also furnish with your tender all the information called for as indicated in Pamphlet No. DGS&D-229 mentioned in Para 2 above.

5. The attached list of questionnaire (**as per appendix-5**) should also be answered and returned with the tender, failing which your tender is liable to be ignored and not considered.

SIGNATURE OF TENDERER

6. Tenderers must complete the details of their plant and machinery on standard proforma enclosed **(as per appendix-13)** 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 bids, 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. All firms having Fax No. E-mail address must indicate name on their tenders for fast communication.

10. 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 store.

11. The questionnaire and form No. 7 **(as per appendix-7)** of TE be filled up carefully in all respect, failing which your Tender enquiry will not be entertained.

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

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

14. The complete tender set is available on NDMA website www.ndma.gov.in & tender.gov.in. The tenderers can down load the tender set from this web site only.

15. Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.

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

(I) **SCHEDULES**

(i)	Schedule-I	-	Condition to Tender
(ii)	Schedule-II	-	Special Instructions to Tender
(iii)	Schedule-III	-	Important Instructions for Tender Enquiry
(iv)	Schedule-IV	-	List of Stores
(v)	Schedule-V	-	List of Consignee's
(vi)	Schedule-VI	-	Specification of stores
(vi)	Schedule- VII	-	Proforma for statement of Deviations

SIGNATURE OF TENDERER

(II) **APPENDICES (to be filled by tendered)**

(i)	Appendix-1	-	Form 68-A (Revised) regarding offer validity
(ii)	Appendix-2	-	Proforma of BG for EMD
(iii)	Appendix-3	-	Condition regarding deposit of EMD
(iv)	Appendix-4	-	Amendment to the general conditions of contract as contained in DGS&D-229 and DGS&D-68 (Revised)
(v)	Appendix-5	-	Questionnaire
(vi)	Appendix-6	-	To furnish specific answer to all the question given in appendix-VI
(vii)	Appendix-7	-	Proforma for Equipment and quality control of the manufacturing firm
(viii)	Appendix-8	-	Details and performance appraisal for last 03 yrs
(ix)	Appendix-9	-	Proforma of Price Bid
(x)	Appendix-10	-	Check List For Tenderers
(xi)	Appendix-11	-	Model ECS Mandate Format
(xii)	Appendix-12	-	Form Of Application Applied For Registration With DGS&D
(xiii)	Appendix-13	-	Manufacturer Will Provide List Of Machinery Installed In Their Factory For Manufacturing This Item
(xiv)	Appendix-14	-	Authorized Dealer/Distributor Will Provide List Of Infrastructure Details Of This Items

Enclosure: Aforesaid schedules & enclosures

Yours faithfully,

(J K S RAWAT)

Dy Inspector General NDRF

For and on behalf of the President of India

Copy to:-

1.	The Dy Director (Proc Wing), MHA, N/Delhi	:	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 enquiry on NDMA website please. Soft copy enclosed
3.	Insp (Proc Cell)	:	For info and n/a.

Yours faithfully,

(J K S RAWAT)

Dy Inspector General NDRF

For and on behalf of the President of India

SIGNATURE OF TENDERER

CONDITION TO TENDER

1. All tender documents attached with this invitation to tender are SACROSANCT for considering any offer as complete offer. It is, therefore, important that ALL TENDER DOCUMENTS DULY COMPLETED AND SIGNED on each page are returned with this 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. **REGISTRATION 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 **to Appendix -12**
4. **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.
5. 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.
6. **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.

7. **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 8 & 10 to 14) 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-9.**

(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.

8. **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-9.**

(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.

9. Minimum quantity to be offered : Full quantity.

10. **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.

11. **TENDER SAMPLE/TECHNICAL DATA**

(i) Requirement of Tender sample: **Tender sample Not Required**. However, the sample from the tenderer, whose offer complies all the technical specifications, will be called for physical evaluation. The said sample should be sent to DC (Proc) HQ DG NDRF, Block-07, Level-07, R K Puram, New Delhi within 15 days from the date of issue of letter, failing which offer of the firm is liable to be rejected.

ii) Requirement of Technical Data: Required (As per instruction para 11 (a)).

11(a) All tenderers are required to submit technical bid of the subject item. Samples of the firms, whose technical data/technical bid are found fulfilling all pre-requisites by Indentor/Board of Officers, will be called for physical evaluation separately. The cost and freight of despatch of sample shall be borne by the tenderer. Tenderers who do not submit the Tender sample for physical evaluation after qualifying technical bid, their tender will be rejected.

The tenderers attention is invited to clause 1(A) of form DGS&D-231 "Instructions of Tenderers" whereby they are required to furnish clause-by-clause compliance of specifications bringing out clearly the deviation from specifications, if any. The firms are advised to submit the compliance statement in the following format alongwith technical bid failing which their offer will be treated as incomplete and are liable to be ignored. Attention of tenderers is invited to Annexure-16(c.f. para 8.8) of DGS&D manual 1999.

Para of T.E. Specification	Specification of Equipment offered	Compliance to T.E specification whether yes or no	In case of non compliance deviation from T/E specification to be indicated in unambiguous terms

(iii) 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

(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

SIGNATURE OF TENDERER

(vii) 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.

(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.

12. **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.

13. **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-VI**.

(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/equipment should also be provided.

14. **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.

15. **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.

16. **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.

17. **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, NDRF and the price payment.

18. **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.

19. 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.

20. **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.

21. **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.

22. **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

SIGNATURE OF TENDERER

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.

23. **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.

24. **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.

25. **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.

26. **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 retain

27. **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:

SIGNATURE OF TENDERER

- 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.

28. **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.**

29. **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.

30. **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.

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

Yours faithfully,

(J K S RAWAT)

Dy Inspector General NDRF

For and on behalf of the President of India

SCHEDULE-II

SPECIAL INSTRUCTIONS TO TENDER

(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 : 17 Jan- 2012 at 1100 hrs
2. Time and date for opening of Tender : 17 Jan- 2012 at 1130 hrs
3. Tender Cost : Rs 250/-
4. Store : **BULLET CHAIN SAW, QTY-36 NOS.**
5. Validity of offer : 06 Months (180 days) from date of opening of Tender.
6. EMD : Rs 1,37,000/- with 06 Months validity from date of opening of Tender.
7. Specification Details : As per Schedule- VI
8. **INSPECTION**
 - (i) Authority : DG NDRF
 - (ii) Inspection Officer : **BOO of NDRF**
 - (iii) PDI : **PRE-DESPATCH INSPECTION**
Pre-dispatch inspection (PDI) will be carried out by a Board of Officers of NDRF in order to check its compliance with specifications.
9. Terms of Delivery : **Free delivery to consignee's basis**
10. Delivery period : 03 Month from the date of issue of AT.
 - (i) No lead time will be given
 - (ii) No grace period will be given.
11. Performance Security : 10% of contract value for warranty period
12. Guarantee/Warranty : (i) As per Schedule-III. 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.
 - (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.
13. Payment Terms : a) 100% payment of all stores shall be released after acceptance of Stores at all consignees' location i.e. after successful Line committee /Survey report.
 - b) **Mode of Payment**
Bills for payment will be submitted to Sr. AO, NDRF, East Block-07, Level-07, Sector-1, R K Puram New Delhi-66.
14. Firm will furnish certificate to the effect that spares would be made available for a period of minimum 10 years after expiry of standard warranty /Guaranty period.
15. Firm will provide user's manual and technical/maintenance manuals.
16. **MANUFACTURERS**
Only those firms should respond who are the original manufacturer or their authorized dealer/distributor of the stores specified. Certificate in this regard should be attached with the Bid.

SIGNATURE OF TENDERER

17. **Pre-bid conference**

It will be held on **04.01.2012 at 1230 hrs**, at Conference Room, HQ DG NDRF, East Block-7, Level-7, R K Puram, New Delhi.

18. Minimum quantity to be offered : Full quantity.

Yours faithfully,

(J K S RAWAT)

Dy Inspector General NDRF

For and on behalf of the President of India

IMPORTANT INSTRUCTIONS FOR TENDER ENQUIRY:-

1. The contract to be concluded will be governed by Conditions of Contract Contained in Form No. DGS&D-68 (Revised) as amended till date and those contained in pamphlet in DGS&D-229 with enclosed amendment (Annexure).

2. **GAURANTEE/WARRANTY**

- I. Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/stores/articles/equipment sold/supplied to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **24 months** from the date of receipt of goods/articles/stores/equipment in good condition at site by the consignee in case of supply contracts and **24 months** from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commissioning is involved and notwithstanding the fact that the purchase/inspection authority has inspected and/or approved the said goods/stores/articles/equipment or such if during the **24 months** the said goods/stores/articles/equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor /seller to rectify the goods/stores/articles/equipment or such portion 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 application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.
- II. Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.
- III. 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 later may undertake the balance of lifetime requirements.
- IV. Warranty to the effect that they will make available the blue prints of drawing of spares if and when required in connection with the main equipment.

3 FOR F.O.R. DESTINATION BASIS CONTRACT:

Unless otherwise provided the payment terms for F.O.R. Destination basis contract the payment terms would be as follows:-

- a) 100% payment of all stores shall be released after acceptance of Stores at all consignees' location i.e. after successful Line committee /Survey report.

95% of the price of store of each consignment thereof shall be paid on proof of dispatch to the consignee to an interim consignee, if any, and on production of a valid inspection note issued by the inspection authority. A photocopy of railway receipt duly attested by the contractor, postal receipts, bill of lading or consignment note is forwarded to the consignee shall be furnished with the bill. In the case of stores dispatched by sea the copy of the bill of lading shall also be attached to the bill and in the case of stores dispatched by Air a copy of the consignment note issued by the Airline Company will be submitted along with the bill and in the case of stores dispatched by post, the postal receipt shall be attached in original to the bill.

- b) The balance of 5% shall be paid on receipt of the stores of each consignment thereof in accordance with the terms of the contract in good condition, by the consignee, with a certificate to that effect endorsed on the copy of the inspection Note by the consignee which shall accompany the bill submitted by the contractor.

- c) In cases where the contractor is not in a position to submit bills for the balance 5% for want of the receipted copies of inspection Notes from the consignee and the consignee has not complained about non-receipt, shortage or defects in the supplies made, the balance amount 5% will be paid by the Paying Authority without consignees receipt certificate after three months from the date of advance payment subject to the following conditions :-

- i) The contractor will make good any defect of deficiency that the consignees (s) may report within six months from the date of dispatch of stores.
- ii) Delay in supplies, if any, has been regularised.
- iii) The contract price where it is subject to variation has been finalised.
- iv) The contractor furnishes the following undertaking:-

I/We.....certify the I/We have not received back the Inspection Note duly receipted by consignees or any intimation of non-receipt, shortage or defects in the stores. Supplied, I/We.....agree to make good any defect of deficiency that the consignee may report within three months from the date of their final payment. I/We.....Further agree that all rights of the Purchaser under the general and special conditions of the contract shall remain entirely unaffected thereby.

NOTE: This sub-clause will not apply to F.O.R. Destination contract, supply and erection contracts and such other contracts where this clause is excluded specifically.

- v) In the case of local delivery and in case of stores dispatched by road 95% payment may be allowed on proof of inspection and delivery to the consignee, the proof of delivery being a provisional certificate from the consignee. The balance 5% will be payable on final acceptance by the consignee as recorded in his final receipt certificate.

The standard form of provisional certificate referred to above will be as under:-

SIGNATURE OF TENDERER

“This is a provisional receipt, it only be taken as receipt of stores, by the consignee and is without prejudice to his rights of inspection and rejection under the General Conditions of Contract. It is issued on said to contain basis, the contractor remaining responsible for providing the total quantities actually delivered.

- vi) The above facility mentioned in (v) above may be withdrawn by the purchaser at any time or during the currency of the contract if he is satisfied that it has been misused or any irregularity has been committed by the contractor. Such withdrawal will be forthwith and apply for payment against all pending as well as future bills/contracts and the payment against such case will be regulated in accordance with laid down guidelines.
- vii) Where the consignee or the interim consignee, as the case may be, also acts as the inspection authority at destination and in all cases of local delivery full payment shall be made on submission of “Final 100% (100 percent) bill” supported by the inspection certificate and consignee’s receipt certificate as aforesaid to the Accounts Officer Concerned.

4. MODE OF PAYMENT:

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

5. INSURANCE:

5.1 In case of F.O.B/F.A.S contract:-

If a contract is placed as a result of this invitation to tender, and if Indentor requires insurance of stores tenderers are required to effect insurance of the stores only through the through national insurance agency or any of its subsidiaries as intimated to them by the indentor/consignee and payment will be made in rupee only. The tenderer should indicate in their tender F.O.B. Cost, freight and insurance separately in addition to the C.I.F. value. The supplier in such an event will be required to intimate the designated insurance company of Dispatch particulars immediately upon shipment.

The consignee will as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the contractor of any loss or damage to the stores that may have occurred during transit. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

6. PACKING AND MARKING:-

6.1 PACKING: - The supplier will ensure that the stores are securely packed to avoid damage in transit by sea/air/rail/road occasioned by any defect in packing and shipping documents should also show the name of the ultimate consignee.

The supplier shall insert in each case packing list fully item-wise to show the case number, contents, gross and net weight and cubic measurement and dimensions. Four copies of each packing list shall be supplied to the Forwarding Agent.

6.2 MARKING: - Each case shall have shipping marks stencilled on two opposite side and on the top. In addition, the gross weight/net weight and cubic measurements should also be indicated on the packages. The marks shall also be shown on invoices, packing lists and on rail/road Bills of lading or mailing certificates exactly as they appear on the cases.

SIGNATURE OF TENDERER

6.3 Drawing or Sketches (Plan) showing outside dimensions for all oversized packages which fall outside the standard moving dimensions should be prepared so that movement can be planned in advance.

7. ARBITRATION : (AMENDED CLAUSE)

FOR : EXISTING ENTRIES IN THE GENERAL CONDITION OF CONTRACT:

READ : In the event of any question, dispute or difference arising under these Conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specifically provided for by these or the special condition), the same shall referred to the Sole Arbitration of the Director General, NDRF of some other person appointed by him. It will be no objection that the Arbitrator is a Government Servant, that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the maters in dispute of difference. The award of the Arbitrator shall be final and binding on the parties to this contract. It is terms of this contract:-

- a) If the Arbitrator be the Director General, NDRF:-
- I. In the event of his being transferred of vacating his office by Resignation or otherwise, it shall be for his successor in office either to proceed with the reference himself or to appoint another person as Arbitrator, or
 - II. In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator, or
 - III. If the Arbitrator be a person appointed by the Director General, NDRF, in the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Director General, NDRF, Ministry of Home Affairs to proceed with the reference himself or to appoint another person as Arbitrator in the place of the outgoing Arbitrator, as the case may be to act on the record of the proceedings as them taken in the Arbitration, or to commence the proceeding de novo, as he may at his discretion may decide.
- b) It is further a term of this contract that no person other than the Director General, NDRF, Ministry of Home Affairs or the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to the arbitration at all.
- c) The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.
- d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- e) Subject as aforesaid, the Arbitration Act, 1940 and the rules there under an any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.

SIGNATURE OF TENDERER

- f) The venue of arbitration shall be place where the contract is concluded or such other place as the Director General at his discretion may determine.
- g) In this clause the expression “Director General”, NDRF, Ministry of Home Affairs, if there be no Director Genera, the officer who is for the time being the Administrative Head of the Department whether in addition to other functions or otherwise.
8. The purchaser reserves the right to give a purchase/price preference to offers from Indian Public Sector Units and/or from other firms in accordance with the policies of government of India from time to time.
9. **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)
10. **ADVANCE SAMPLE**
Not required/ The purchaser may at his discretion require the prospective contractor to submit an advance sample for approval of Indentor/Inspection Authority. Wherever the contract stipulates submission of advance sample, the samples) will have to be submitted within the period specified in the contract. In case the sample is not submitted within the stipulated period or in the opinion of the inspection authority in unacceptable the contract is liable to be cancelled at the risk and cost of the contractor.
11. **LIQUIDATED DAMAGE FOR DELAY IN SUPPLIES:-**
It may be noted that Clause 14(7)(i) of the General Condition of Contract (Form No. DGS&D-68 Revised) which will govern contracts placed as a result of this invitation to tender, provides for recovery of liquidated damages on the cost of delayed supplies at the rate of 02 per cent per month or a part of the month delayed. Liquidated damages for delay in supplies thus accrued will be recovered by overseas paying authority specified in the contract from the Bills for payment of the cost of stores submitted by the Contractor or his foreign Principal in accordance with the terms of the contract.
12. **SHIPPING INSTRUCTIONS AND DOCUMENTATION:-**
For shipping instructions and documentation please refer to Annexure I, II and III of Form DGS&D -237 contained in the DGS&D – 229
13. Prices be quoted both in words as well as in the figures.
14. Tenderers who are past suppliers of items should submit their performance statement in enclosed Performa for similar stores for the past three years duly signed by them. In case the tenderer has not secured any contract during the past three years, he should give the performance statement against earlier contract placed by him, if any, and also list of the order received from other Government purchasing agencies/undertakings and the up to date position with regard to their execution in the aforesaid Performa. In case, it is found that information furnished is incomplete or incorrect, their tender will liable to be ignored.

15. Tenderers submit photocopy of the registration/enlistment certificate with all subsequent amendments, name and full address of their bankers, the photocopy of the latest Income Tax Clearance Certificate which should not be more than one year old and also the Performa for equipment for the manufacture an for quality control in the Performa.

NOTE: Tenders not containing the above particulars or not accompanied by any of the above documents are liable to be summarily ignored.

SIGNATURE OF THE TENDERER

NAME IN BLOCK LETTERS.....

CAPACITY IN WHICH TENDER SIGNED.....

FULL ADDRESS

LIST OF STORES

S.No	Description of stores	Qty
1.	BULLET CHAIN SAW	36 Nos.

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

LIST OF CONSIGNEES

Tender No.1-17018/101(60)/PROC/DG-NDRF/2011

Dated, the ___ Dec., 2011

NAME & ADDRESS OF CONSIGNEE AND QUANTITY

1. Commandant 09 BN NDRF NH-30, Ara Road Bihta, Patna (Bihar)	BULLET CHAIN SAW QTY. 18 NOS.
2. Commandant 10 BN NDRF , Vill/Mandal/PS : Malkangiri, Distt. :Ginttur (A.P),	BULLET CHAIN SAW QTY. 18 NOS.

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

SIGNATURE OF TENDERER

SPECIFICATION OF BULLET CHAIN SAW

Carbide Tipped chain saw are petrol engine driven saws designed to cut through different building material like timber, masonry, metal sheet ,FRP ,PVC etc (not concrete) these are extremely useful for first responder for inspection, ventilation and obtaining access to victim during CSSR and for other tasks relating to extrication and recovery during natural and man made disasters.

1	Engine	Two stroke, single cylinder ,air cooled petrol engine
2	Displacement within 100 cc generating power	Between 5 to 6.5 HP
3	Engine speed	Between 10000 to 14000 RPM at no load
4	Chain speed	Between 25 to 30 m/s
5	Ignition system	Electronic with easy preferably one button start up (to be specified).
6.	Guard bar length	16 Inch- one piece construction
7	Cutting Chain	Carbide tipped with locking key and solid bullet rake gauge of size 404 pitch .063 Gauge with heavy duty tie straps and tempered rivets. Fully automatic and adjustable chain lubrication system. Automatic chain broke system for quick stoppage when required. Arrangement for adjusting chain tension should be available.
8	Provision for setting	Should have provision for setting and adjusting depth of cut.
9	Operator Safety and comfort	Full wrap handle and arrangement for reducing vibration to be specified.
10	Weight	With in 12 kg
11	Noise level	Less than 110 dB @ 1 meter
12	Depth of cut	6 to 8 "
13	Fuel tank capacity	0.70 to 1 liter

NOTE TO TENDERER

1. Vendor will specify the following for technical evaluation.
2. Details ignition and starting system.
3. Details of carburettor drive system and air filtration
4. Details of cutting chain.
5. Certification if any BIS, ANSI.
6. Vendor will provide appropriate carry case, operation manual and maintenance tools.
7. Vendor will quote for one complete equipment with spare carbide tipped chain and also indicate separately costs of additional carbide tipped chain.

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

SIGNATURE OF TENDERER

PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from the requirements of the instructions to bidders as contained in the General conditions of Contract and the T/E specifications and terms and conditions:-

I. STATEMENT OF DEVIATIONS FROM THE GENERAL CONDITIONS OF CONTRACT AND THE TENDER ENQUIRY TERMS AND CONDITIONS:-

CLAUSE	DEVIATION	REMARKS

II. STATEMENT OF DEVIATIONS FROM THE TENDER ENQUIRY SPECIFICATIONS:-

SL NO. OF THE SPECIFICATION	DEVIATION	REMARKS

SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

NOTE : Where there is no deviation the statement should be returned duly signed with an endorsement indicating "No Deviations"

SIGNATURE OF TENDERER

FORM-68-A

TENDER NO.....

Full name and address of the Tenderer in addition to Post Box No. If any, should be quoted in all communication to this office

Contractor Address :

.....

.....

.....

Telephone NO :

Fax No.

From

.....

.....

.....

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 the instruction to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form no. 68(Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchase Organization of the Government of India read with the amendments annexed herewith 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.

1. The following pages have been added to and form part of this tender

Here paste coupon/ receipt in case coupon/receipt have been supplied to the firm while purchasing the tender documents.

Yours faithfully,

(SIGNATURE OF TENDERER)

ADDRESS

DATED

SIGNATURE OF WITNESS

ADDRESS

SIGNATURE OF TENDERER

Ministry of Home Affairs
Directorate General, NDRF
(Procurement Wing)

**PERFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Bank Guarantee No..... Date

To

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

Dear Sir,

In accordance with your invitation to Tender No. M/s
..... hereinafter called the Tenderer with the following Directors
on their Board of Directors/Partners of the firm:

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

With to participate in the said Tender for the supply of as
a Bank Guarantee against Earnest Money for a sum of (in words & Figures)
..... valid for (180) one hundred and eighty days from the date of opening of
the Tender viz is required to be submitted by the Tenderer as a condition for the
participation, this bank hereby guarantees and undertakes during the above said period of (180) one
hundred and eighty days to immediately pay, on demand by Pay & Account Office, NDMA in writing
the amount of (words & figures) without any reservation and recourse if:-

- (i) The Tenderer after submitting his Tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser:
- (ii) The Tenderer withdraws the said Tender within 120 days after opening of tender or
- (iii) The Tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General Conditions of contract.

The Guarantee shall be irrevocable and shall remain valid upto, if further extension to this
guarantee is required, the same shall be extended to such required periods on receiving instructions
from M/s on whose behalf this Guarantee is issued.

Date	Signature
Place	Printed Name
Witness
1.	(Designation)

SIGNATURE OF TENDERER

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY

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

2. For claiming exemption from depositing earnest money, the tenderers should be registered with NSIC/DGS&D specifically as mentioned in the tender schedule. Firms which are not specifically registered for the stores as mentioned in the tender schedule, will be treated as unregistered, and shall be required to deposit earnest money as above.

The enlisted Indian Agent of foreign firms with DGS&D under the Compulsory Enlistment under the Scheme of Ministry of Finance will not be treated as registered DGS&D suppliers for the purpose of exemption from payment of EMD and such Indian Agent will have to deposit the Earnest Money as mentioned in the Tender Schedule, otherwise their offer will be liable to be ignored.

3. Similarly, firms who are specifically registered for the 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 EM over and above their Exemption Limit.

4. The EM can be deposited in any one of the following alternative forms:-

(a) A crossed bank draft drawn in favour of Pay and Account Officer, NDMA. The draft should be payable at SBI Safdarjung Enclave, New Delhi-29.

(b) An irrevocable bank guarantee of any Nationalised/Scheduled Bank OR reputed commercial bank of the tenderers country (in case of imported stores) in the format attached.

(c) In any other form prescribed in DGS&D-68 (Revised) for submission of security deposit.

5. The earnest money shall be valid and remain deposited with the Purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/ or any other document submitted in lieu of EM will also be suitably extended by the tenderer, failing which the tender after the expiry of the aforesaid period shall not be considered by the Purchaser.

6. NO interest shall be payable by the Purchaser on the EM deposited by the tenderer. \

7. 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 this tender.

8. The EM of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.

9. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the EM shall be liable to be forfeited by the purchaser.

SIGNATURE OF TENDERER

10. EM of all the unsuccessful tenderer shall be returned by the Purchaser as early as possible after the expiry of the bids validity, but not later than 30 days after placement of contract. Tenderers are advised to send a pre receipted challan along with their bids so that refund of EM is made in time.

11. Any tender not accompanied with earnest money in any one of the approved forms acceptable to the Purchaser, shall be rejected.

(J K S RAWAT)
Dy Inspector General/NDRF
For and on behalf of The President of India

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT AS CONTAINED IN DGS&D – 229 AND DGS&D -68 (REVISED)

1. 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)” :-

I. 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.

II. 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.

III. 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.**

IV. Similarly, the reference to “Directorate General Supplies and Disposals (DGS&D)” wherever appearing may be suitable modified with “Procurement Cell, National Disaster Response Force”.

V. Clause 24 i.e. “Arbitration” may please be substituted by the amendment as mentioned in Para 11 of the “Important Instructions For Global Tender Enquiry” at page 11 of tender documents.

2. Following amendments may be carried out in the Pamphlet NO DGS&D-229 containing various instructions to tenders in Form No. DGS&D 230,231,233,234,235,236 and 237:-

Reference to “Director General of Supplies & Disposals” and “Directorate General of Supplies and Disposals” wherever appearing in the above forms may be amended to read as “Director General, NDRF, Ministry of Home Affairs” and “Procurement Cell, NDRF” respectively.

QUESTIONNAIRE

1.	Name and address of contractor		
2.	Whether Registered/Enlisted with DGS&D for subject stores along with Foreign Manufacturer		
	a) If yes the % of agency commission (Max & Min.) (Please enclose a copy of Regn/Enlistment Certificate)		
	b) Validity date of Regn/Enlistment Certificate		
3.	Whether past supplier of the subject stores to NDRF or any Government Organisation/Undertaking during the last three year (If yes, submit the performance statement in the enclosed proforma)		
4.	Term of Delivery:-		
	i) F.O.B. (Indicate the name of port of shipment)		
	ii) C.I.F (Indicate the name of the airport)		
	iii) F.O.R. Destination		
5.	a) Whether Custom Duty Extra		
	b) If extra the rate of custom duty to be indicated		
6.	a) Whether Excise Duty Extra in respect of the Indigenous stores/locally manufactured stores		
	b) If yes the rate of the excise duty to be indicated		
7.	a) Whether Sales Tax Extra in respect of locally Manufactured stores.		
	b) If yes the rate of C.S.T & ,L.S.T to be indicated		
8.	Discount offered, if any		
9.	Delivery period proposed and Monthly rate of supply		
10.	a) Whether stores fully conforms to the Tender Schedule Specification. b) If no indicate the details of deviation on separate Sheet	YES	NO.
11.	Acceptance to the Conditions of Contract as contained in DGS&D-68 Revised) amended till date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached		
12.	Tolerance clause accepted or not	Yes	No
13.	Arbitration clause agreed or not	Yet	No
14.	Form 68 A & Appendix- 6 signed by witnesses or not		

SIGNATURE OF THE TENDERER

NAME IN BLOCK LETTERS.....

CAPACITY IN WHICH TENDER SIGNED.....

FULL ADDRESS

SIGNATURE OF TENDERER

TENDERERS SHOULD FURNISH SPECIFIC ANSWER TO ALL THE QUESTIONS GIVEN BELOW TENDERS
MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR EVASIVE THE
TENDER WILL BE LIABLE TO BE IGNORED

S.N	QUESTION	
1.	Tender Enquiry No.	
2.	Whether the stores offered fully conform to the technical particulars and specification/drawings specified in the schedules to tender. If not whether the details of deviations have been mentioned in the proforma for the statement of deviations.	
3.	Brand of the stores offered	
4.	Name and address of Manufacturer	
5.	Place of Manufacture	
6.	Please conform whether the stores (s) will be supplied with packing and marking clause stipulated in the tender enquiry.	
7.	Gross weight of the consignment and net weight of each item.	
8.	Details of the Permanent Income Tax Account No. Of foreign manufacturer and the Indian agent.	
9.	Whether the latest Income Tax Clearance Certificate has been attached.	
10.	What is the status of the manufacturing unit.	
11.	Whether registered with DGS&D as suppliers along with the foreign manufacturer, if so the details of the registration may be furnished.	
12.	Whether enlisted with the DGS&D under the compulsory enlistment scheme along with the foreign manufacturer, if so the details of the enlistment may please be furnished.	
13.	Name and full address of the Banker to the foreign manufacturer and the Indian agent.	
14.	Business name and the constitution of the firm/Indian agent:- Is the firm is registered under the (a) Indian Company Act (b) Indian Partnership Act (c) any other act. If not please give the full name (s) and address (es) of the owner(s).	
15.	Whether the tendering firm is/are a) Manufacturer b) Manufacture's authorized agent c) Holders in stock of the stores tendered for N.B.: if manufacturer's authorized agent please enclose with the tender the copy of manufacturer's	

	authorization/agency agreement.	
16.	It stores offered are manufactured in India, please state whether all the raw materials, components etc. Used in the manufacturing are also produced in India. If not give details of the materials, components etc. That are imported and the 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.	
17.	State whether raw materials are held in stock sufficient for the manufacture of the stores	
18.	Please indicate the stocks in hand at present time (i) Held against this enquiry (ii) held by M/s over which you have secured an option	
19.	Do you agree to the Sole Arbitration by the DG NDRF is or by some other person appointed by him as provided in the General conditions of Contract From DGS&D-68 (Revised) and amendment to that as per the Tender Enquiry (Your acceptance or non-acceptance of this clause will not influence the conditions of the tender enquiry. It should, however, be noted that an omission to answer the above will be deemed as an acceptance of the clause.	
20.	<p>If Partnership firm please state whether the firm is registered or not registered under India Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further</p> <p>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,</p> <p>b) If the answer to (a) above 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 the arbitration</p> <p>c) If the answer to either (a) or (b) above is in the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be</p> <p>N.B :</p> <p>(1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or in 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</p>	

	<p>partners.</p> <p>(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.</p>	
21.	<p>Here state specifically;</p> <p>a) 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 Government Purchaser. If not state the reasons thereof if any, also indicate the margin of difference.</p> <p>b) 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.</p>	
22.	<p>Are you:-</p> <p>a) Holding valid Industrial License 9s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate;</p> <p>b) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position;</p> <p>c) Whether you possess the requisite license 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.</p>	
23.	<p>Please indicate here prices on the following basis:-</p> <p>I. Net Ex-Factory Price</p> <p>II. Net F.O.B/F.A.S price exclusive of the commission</p> <p>III. F.A.S Port of shipment of the principal/manufacturer price</p> <p>IV. F.O.B. Price</p> <p>V. C.I.F. Indian Port Price</p> <p>VI. F.O.R. Station of Dispatch price (also indicating the station of dispatch)</p> <p>VII. F.O.R. Destination Price.</p>	
24.	<p>The quantum of agency commission payable to the Indian Agent in rupees as on the prevalent T.T. Buying rate on the date of tender (also attach a copy of the enlistment certificate and the agency agreement indicating the quantum of agency commission payable to the Indian Agent.</p>	

25.	In case of foreign firm quoting directly please indicate:- a) The name of the Indian Agent(s) Associates(s) for after sale-service in India b) The quantum of the commission payable to the Indian agent along with copy of the agency agreement.	
26.	What is the precise relationship between the foreign manufacturer/principal and the Indian Agent/Associates; a) The mutual interest which the manufacturer/principal and the Indian agent(s)/Associate(s) have in the business of the each other b) Any payment which the Indian Agent(s)/Associate(s) will receive from the foreign manufacturer/principal abroad whether as a commission for the contract or as a general retainer fee; c) Indian Agent's Permanent Income Tax Account No. d) The foreign principal's/manufacture's Permanent Income Tax Account No. e) Whether certificate has been furnished that the net prices are exclusive of commission/profit etc. To be paid to the principal/manufacture in foreign currency and the amount of the agency commission which the Indian Agent(s)/Associate(s) are entitled in terms of the agreement with the foreign principal has been indicated separately; f) Whether foreign manufacturer's/principal's proforma invoice (indicating, inter-alia, the remuneration/commission/discount etc. To be allowed in a particular transactions to the Indian Agent(s)/Associate(s) has been enclosed	
27.	State whether business dealings with you have been banned by Ministries/Department of Supply/Ministry of Home Affairs.	
28.	Please confirm that you have read all the instructions carefully and have complied with the instructions accordingly.	

Signature of the Witness:

Signature of the Tenderer:

Full Name and address of the witness in block letters

(1) Full name and address of the person signing (In Block letters)

(2) Whether signing as Proprietor/Partner/Constituted Attorney/Duly authorized by the company

SIGNATURE OF TENDERER

FORM NO. -07

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL OF THE MANUFACTURING FIRM

Tender No. Date of Opening
 Name of the Tenderer

(Note: All details should relate to the manufacturer for items tendered for)

S.N		
1.	Name & Full address of the manufacturer	
2.	i) Telephone No. ii) Fax No.	
3.	Telegraphic Address	
4.	Location of the manufacturing factory	
5.	Details of the Industrial License, wherever required as per statutory regulations	
6.	Details of important plant & machinery functioning in each department (monograph & description pamphlets be supplied, if available	
7.	Details of the process of manufacture in the factory	
8.	Details of stock of raw materials held	
9.	Production capacity of item(s) quoted for, with the existing plant & machinery i) Normal ii) Maximum	
10.	Details of the arrangement for quality control of products such as laboratory, testing equipments etc.	
11.	Details of the staff:- i) Details of the technical supervisory staff in charge of production & quality control ii) Skilled labour employed. iii) Unskilled labour employed iv) Maximum number of worker (Skilled and unskilled) employed on any day during the 18 months preceding the date of Bid.	
12.	Whether Goods are tested to any standard specification. If no copies or original test certificates should be submitted in triplicate	
13.	Are you registered/enlisted with Directorate General of Supplies & Disposals (DGS&D), Government of India, if so full particulars of registration/enlistment, period of validity etc. With a copy of the registration/enlistment certificate may please be attached	

SIGNATURE OF TENDERER

DETAILS AND PERFORMANCE APPRAISAL FOR LAST THREE YEARS

NAME OF FIRM

NAME OF STORE

S.N	Order no & date	Authority placing the order	Name of item & quantity	Date of delivery/validity of order	Value of the order	Extended date of delivery	Actual date of delivery	Remarks (here mention reason for not adhering to original delivery date)
1	2	3	4	5	6	7	8	9

SIGNATURE OF TENDERER

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 proforma's enclosed with tender have been properly & completely filled in, signed & stamped (i) Form 68(A)- Offer of sores (ii) Questionnaire	

SIGNATURE OF TENDERER

	(iii) Form 7, Proforma for equipment & quality control (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.	

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.

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 Foreign Principal :
- (a) Name :
- (b) Address :
- (c) Store for which enlistment Required with the Foreign Principal :

