

**No. NDRF /8th Bn/Q.M./DM Eqpt./Low Value / 2011-535**

Office of the Commandant, 8th NDRF

National Disaster Response Force

Govt of India/MHA

P.O : Surajpur, Greater Noida, GautamBudh Nagar (UP)

Date-03.06.11

To

I.G. NDRF  
East Block-7, Level-7,  
RK Puram, New Delhi

**Sub- Publication of Tender Notice in the N.D.M.A. Web Site**

Sir,

Please arrange to have the following tender notice published in the **N.D.M.A. Web Site**.

Office of the Commandant, 8th NDRF

National Disaster Response Force

Govt of India/MHA

P.O : Surajpur, Greater Noida, GautamBudh Nagar (UP)

**TENDER NOTICE**

On behalf of the President of India, Tenders are invited by the Commandant 8<sup>th</sup> Bn NDRF for the supply of following items up to 1500 hrs on 29.06.2011 and the tenders will be opened at 1600 hrs on the date mentioned against the items as under:-

S.N.	Description of Stores	Qty in Nos	Estimated Cost	EMD required	Cost of Tender	Date of Opening	F.O.R.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01	Expandable Medicines/Lab Items	02 Set	2,00,000	4,000/-	100/-	<u>29/6/11</u> 1600 Hrs	Stores to be delivered at Comdt. 8 <sup>th</sup> Bn, NDRF P.O : Surajpur, Greater Noida, Distt- GautamBudh Nagar (UP)

*Specification and other details: as per tender schedule.*

Tenders are available for sale at this office against payment of Rs. 100/- (non refundable) from 9-30am to 1 pm and 4 pm to 6 pm w.e.f 4-6-11 to 28-6-11 on all working days by cash/M.O. Payment can also be made by open D.D./ account payee D.D./order issued by the bank drawn in favor of Commandant, 8<sup>th</sup> NDRF payable at SBI Collectorate Compound, Greater Noida, Distt- G.B. Nagar (UP). No other mode of payment will be accepted. Tenderers desires having tender documents by post shall add Rs. 65/- (Rupees Sixty Five only) towards postage.

All firms who are not registered with DGS&D/NSIC for subject stores shall be required to deposit earnest money as shown at Col. No.(05) above.

All the tenderers must produce valid registration and PAN No. before tender paper to be sold to them along with application for issuing of tender Form.

Firms who are authorized dealer/ agent of manufacturer for the subject items will be required to submit authorization certificate of manufacturer along with their offer.

Note- For complete details please visit NDMA Web site.

xx sd xx

**Commandant  
8<sup>th</sup> Bn,NDRF**

Govt. of India Ministry of Home affairs  
Office of the Commandant,  
8<sup>th</sup> Bn National Disaster Response Force  
Lakhnawali Camp, PO. Surajpur Greater Noida,  
Distt. Gautam Budh Nagar (UP)

Tele:- 9968610011,0120-2351101

[E-mail-jpyadav1960@yahoo.com](mailto:E-mail-jpyadav1960@yahoo.com)  
[eightndrf@yahoo.com](mailto:eightndrf@yahoo.com)

T/E No.NDRF/8<sup>TH</sup>/QM/DM/LOW VALUE/Ex. Med/PROC/2011-12-535Dtd. 03.06.11

1. On behalf of the president of India, Commandant 8<sup>th</sup> Bn. NDRF invite you to tender in two bid system for the supply of detailed in the schedule.
2. The complete tender set is available on NDRF web site & tender Gov.in . The Tenderers can download the tender set from the web site.
3. This tender inquiry has schedules and appendices as following:-

(II) SCHEDULE

(i)	Schedule-I	Condition Of Tender
(ii)	Schedule-II	Special Instruction
(iii)	Schedule-III	List Of Store
(iv)	Schedule-Iv	List Of Consignee
(v)	Schedule-V	Specification.

(II) APPENDIX (to be filled & submitted by Tenderer)

(i)	Appendix-1	Offer Of Store
(ii)	Appendix-II	Detail Of Firm
(iii)	Appendix-III	Questionnaire About Manufacturer
(iv)	Appendix-IV	Performance Statement For Last 3 Years
(v)	Appendix-V	Performa For Equipment And Quality Control ( Form 7)
(vi)	Appendix-VI	Bank Guarantee Performa For EMD
(vii)	Appendix-VII	Guarantee/Warranty Clause
(viii)	Appendix-VIII	Performa For Commercial Bid

(To Be Sealed In Separate Cover)

Encls: Aforesaid schedules & enclosures.

Yours Faithfully,

xx sd xx  
Commandant, 8<sup>th</sup> NDRF  
For and on behalf of the president of India

## **SCHEDULE-I**

### **CONDITION OF TENDER**

1. All appendices attached with this TE should be duly filled in and are sacrosanct for the considering any offer as complete offer
2. The conditions of contract will be Govern any contract made are contained in the
  - (I) Pamphlet No. DGS&D -39 title "condition of contract, Government 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 condition attached to this invitation of tender will also form the part of the condition
  - (IV) DGS&D form No -68 (Revised)
  - (V) Manual on polices 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 purchased organization of government of India" 1991 edition brings 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 contracts may be amended as under "Government" means the central Government.
  - 3.2 The definition of Secretary clause 1 (k)-page 3 of DGS&D condition 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 of Dy. Secy. In such ministry Dte. Gen, Insp General (NDRF), DIG NDRF, of this Dte. and ever other officer authorized for the time being execute contracts relating to purchase and supply of store on behalf of the President of India.
  - 3.3 Under clause 2 (c)- page 5 of DGS&D condition of contract, the word" Dte.Gen of supplies and disposal of heads of his concerned regional officers" may be replaced by Dte. Gen. (NDRF) Ministry I.e. of Home Affairs.
  - 3.4 Clause 24 i.e. Arbitration:-  
In the existing entries/ clause 24 of DGS&D -68 (Revised) Substitute DG, NDRF for DGS&D.
  - 3.5 Similarly, the reference DGS&D where ever appearing may be suitably modified
  - 3.6 Following Amendments may be carried out in the Pamphlet No DGS&D-229 containing various instructions to tender.  
Form No. DGS&D-230  
Reference to DGS&D where ever appearing in clause No 14,33,34,35,39 and 40and appendix 'A' for form No DGS&D – 96 may be amended to read as Dy. Insp Gen. NDRF HQRS. Ministry of Home Affairs.
  - 3.7 In The book let of DGS&D -229 substitute, DG, NDRF for DG SGS\*D where ever appearing.
  - 3.8 The above pamphlet and the lists of corrections thereto can be obtained on payment for the under mentioned offices:-
    - The Manager of publication of, civil lines, Delhi.
    - The Superintendent, Government printing stationary Allahabad UP
    - The Superintendent, Government printing stationary, Mumbai
    - The Superintendent, Government Press, Chennai.
    - The Superintendent, Government printing and stationary, Nagpur.
    - The Superintendent Government printing Gulzar bagh, Patna (Bihar)
    - DGS&D, New Delhi and its regional office at Mumbai, Chennai, Kolkata and Kanpur,
    - Govt of India Book depot, 8 Hasting street, Kolkata,
    - 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 according accordance with the requirement state in the attached scheduled to tender, all documents attached here with should be duly filled in, signed and return to this office.
5. Tenderer must completed the details of their plant and machinery on tender Performa enclosed with this TE in respective of their registration status, and forward the same with their offer. Purchaser receives the right to get the manufacturing capacity of any tender Re-verified through the inspecting agencies irrespective of their status.
6. Firm 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.

7. The offers for 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 enclosed documents 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 technical bid; such offers will be further processed if they can secure enlistment with DGS&D before opening of the price bids. In case the product offered does not fall under the restricted list of EXIM policy; the documentary proof should be furnished.
8. Public sector under taking / 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.
9. Commandant, NDRF 8<sup>Th</sup> Bn reserves the right to cancel/reject any or all the tender without assigning any reason.
10. Commandant, NDRF 8<sup>Th</sup> Bn reserves the right to increase or decrease the quantity at any stage.
11. Tenderer must enclosed Demand draft of tender cost in favor of **Commandant, 8<sup>Th</sup> Bn NDRF payable at Collectorate Compound Greater Noida** . The tender received without the required bank Draft shall be rejected.
12. **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 has 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 store indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified earnest money.
  - c) Earnest money can be deposited in any one of the following alternate forms.
    - i. A crossed bank draft drawn in favor of **Commandant, 8<sup>Th</sup> Bn NDRF payable at Collectorate Compound Greater Noida**.
    - ii. An irrevocable bank guarantee (BG) in the name of Commandant, 8<sup>th</sup> Bn, NDRF, P.O.- Surajpur, G/Noida (UP). The Bank guarantee should be payable at SBI, Collectorate compound, G/Noida (UP).
    - iii. Foreign bidders should submit earnest money in the form of bank guarantee only, issued or confirmed by the Nationalized Indian Bank.
    - iv. The earnest money shall be valid and will remain deposited with the purchaser for the prescribed period in schedule-II. If the validity of the tender is extended the validity of the earnest money document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of aforesaid period shall not be considered by the purchaser.
  - d) No interest shall be payable by the purchaser on the EM deposited by the tenderer.
  - e) The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
  - f) The EM of the successful tenderer shall be returned after the performance security deposit has required in terms of the resulting contract is furnished by the firms.
  - g) If the successful tenderer fails to furnish the performance security deposit as required in the contract within the stipulated period, EM shall be liable to be forefeited by the purchaser.
  - h) EM of the unsuccessful tenderers shall be returned within thirty days of the finalization of the tender. Tenderers are advised to send a pre-deposit challan along with their bid to facilitate refund of earnest money in time.
  - i) 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 exempted the firm from depositing earnest money.
  - j) All firms which are not granted registration with DGS&D/NSIC for the subject stores shall be required to deposit EM valid upto AS SPECIFIED IN schedule-II. For claiming exemption from depositing EM the tenderer should be registered with NSIC/DGS&D for subject stores as mentioned in the tender schedule. Firms that are not registered for the subject stores as mentioned in the tender schedule will be treated as unregistered and shall be required to deposit EM as above.
  - k) Similarly, firms, who are registered for the subject store with NSIC/DGS&D but with a certain monetary limit will be treated as unregistered by their tender value exceeding their monetary limit of registration. Such firms shall be required to deposit EM proportionate to EM specified in the tender schedule over the 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 EM their offer for the tender value exceeding their monetary limit is liable to be ignored.
  - l) Offers of those firms who are not registered with NSIC/DGS&D for the subject stores will not be considered unless the same are submitted along with required earnest money.

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 the 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 the DGS&D QA wing during preceding 36 months from the date of opening of bid, must provide the detail of plant and machinery in the Performa 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 envelopes). The two envelopes should be enclosed in third envelope.

- a) First envelope should contain the following:-
  - i) Appendices (1 to 7) duly filled in along with lab test report (if applicable) from specified lab and signed but without indicating the rates quoted.
  - ii) EM (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 Performa only which is attached with TE as appx-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 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 lowest price) basis.

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

16. **TENDER SAMPLE-**

- i) Tender sample (Qty.01) required at the time of opening of tender. All the bidders are required to submit 01 Nos of items as per TE specification tender sample should be submitted along with tender. Offer received without sample will be summarily rejected.
- ii) Offer received without tender sample or in case the tender sample received after the due date and time of receipt of tender, shall be ignored summarily.
- iii) Tenderer is required to submit lab test report on the parameter mentioned in Appx. Schedule-V (b) from the NABL approved lab. The report must be enclosed with technical bid. In case offer is received without Lab Report same will be rejected.
- iv) The Lab test report should not be older than the date of issue of tender notice. The Lab. Test report obtained before issue of tender notice will not be considered.
- v) The purchaser also reserves the right to carry out the Lab test of the sample 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 & address of the firm
  - b) Tender No with date of opening
  - c) Name of item, Item No & size.
- vii) Tender sample should have card affixed duly signed and stamped by concerned lab issued the lab test report of the intended tender sample otherwise the offer is liable for rejection.
- viii) *SAMPLES SEND 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 Unit. In case samples are not collected within given time, these samples will be deposited of.*

18. Approved Sample:- In case of clothing items and the inspection authority is DGS&D.

- i) In case where supply order (S/O) stipulates samples to be approved by the indenter before manufacturing bulk supply, the supplier shall submit within 10 days of receipt of supply order identical sets of samples (No of consignee plus 3) as per contract specifications for indenters approval through the inspecting officer.
- ii) On receipt of the samples inspecting officer shall examine the samples for size, dimensions, construction (threads per dm-count of yarn, piles of yarn, strands of yarn, waves) composition (where applicable) and mass of fabrics (duly conditioned) to verify if they are as per required specification and if found satisfactory, shall forward the same to indenter for his approval in respect of the indeterminable parameters.
- iii) In case these parameters meet the requirement of the indenter, he shall label and seal the samples with remarks as “Approved” or “Not Approved”. Indenter shall retain one set of samples with him, forward one set to the inspecting officer concerned and the balance one set to the supplier for his guidance. Since approval of single sample will not give adequate indication of the variation of shade etc. Approval of just one sample in a set will not be acceptable. It is therefore , necessary that at least two of the three samples meet the approval of the indenter, to depict the acceptable variation in indeterminable parameters.
- iv) Samples approved as above shall be known as “**Approved Samples**”.
- v) Failure to submit the sample by the stipulated date or in the event of sample being rejected by the Inspecting Authority or by the indenter, the supply order shall be liable to be cancelled at the risk and expppense of the contractor without any further reference to the supplier. The purchaser shall also be entitled to take contractual, administrative and other remedial measures including short closure of the contract.
- vi) During manufacture/inspection of stores before dispatch, it shall be ensured that none of the offered/accepted lot is lighter or darker when compared with approved sample of light and dark shade respectively.

19. Representative samples.

During the course of Inspection, samples will be drawn for detailed examination and tests as laid down in the specifications. The Inspecting officer shall simultaneously draw additional two samples, similar to the samples drawn for detailed test to be sent each of the consignee along with accepted lot. All these samples should confirm to be approved samples in respect of make up, feel, finish and workmanship. These samples shall be known as “Representative Samples”.

The representative samples shall be labeled and sealed by the Inspecting Officer and forwarded to the consignees with the lot. The bale/packing in which these samples are kept shall be clearly indicated in the Inspection Note of each consignee.

The consignees will be guided by these samples to determine whether the same lot has been inspected and accepted by the Inspecting Officer, has been dispatched by the supplier.

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

Tender should be registered with DGS&D for the items with specific reference to Eligibility Criteria Stipulated in this tender. NSIC registration will be accepted only if it is based on inspection report from QA wing of DGS&D. Since this items included in the list of safety/difficult/complaint prone items. NSIC registration should clearly indicate that the firm complies with Eligibility Criteria requirement as applicable and the registration is based on QA wing inspection report. In case the verification of Eligibility Criteria/capacity report is done by the DQA concerned of DGS&D before tender opening date and the capacity report is received in DGS&D before tender opening date, the said verification of Eligibility Criteria/capacity report by DQA will be deemed to have been incorporated in registration certificate issued by NSIC.

- ii) Tender registered as per specification No. G/Tex/W-69/Blankets/2003 with Amdt. No.I with Eligibility Criteria stipulated in this tender shall be eligible for award of contract.

21. WOOL MARK (In case of all woolen products)

- i) The manufacturer should have the valid license for the wool mark blend on tender opening date from the wool mark company (operated in India Wool Mark services India Pvt. Ltd.).
- ii) The blankets shall be affixed with “Wool Mark blend” logo as per the certification authorized by wool mark company as above.
- iii) “Wool Mark blend” logo shall also be affixed in addition to the “ marking on blankets labels” as per clause No.6 of the governing specification No. G/Tex/W-69/Blankets/2003 with Amdt. No.I.

22. Packing and marking:- As per specification G/Tex/W-69/Blankets/sup/2003 with Amdt. No.I and as per clause 12 of the general condition of contract DGS&D-68 (revised).

23. Tenderere will be fully responsible for proper installation, testing and making the equipment functional before final settlement of account.
24. The time allowed for carrying out the supply will start from the day of issue of written order for supply of store in accordance with the schedule indicated in the tender documents.
25. The tenderer will also provide complete technical/operating and service manual of the equipments.
26. The decision of the Director General, NDRF shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification and approved sample shall be liable to be rejected or replaced and any expenses losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected items must be removed by the tenderers from the consignees premises within 15 days from the date of information about rejection. The incharge stores concerned will take responsible view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.
27. In the event of 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 sister concern of the contractor.
28. **Liquidated damages:-** In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per para 15.7 of DGS&D Manual and para 14.7(i) of Ministry of Commerce, Deptt of supply of the general condition of the contract.
- Fall clause will be applicable on this contract which:-
- i) The price charge 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 of any person / organization during the currency of this contract.
- ii) If at any time during the said period the contractor reduced the sale price sells or offer to sell such store to any person/organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale or offer of sale to the Commandant 8<sup>th</sup> NDRF and the price payment.
29. In case of the defects in supply or manufacture or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.
30. The purchaser reserves the option to give a purchase / price preference to offer from public sector units and SSI units over other firms in accordance with the policies of the Govt. from the time to time.
31. **PERFORMANCE SECURITY**
- In term of clause 7 of condition of contract DGSD&D-68 (Revised) all the successful tenderer against the tender enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish as specified in schedule-II security deposit within 15 days of issue of contract for the due performance of the contract valid upto warrantee/guarantee period.
32. Tenderer should submit their performance statement in the enclosed Performa at Appndix-4 of tender enquiry. The decision on the assessment of the past performance of the tenderer by DG NDRF is final. Foreign supplier should also submit certificate / report from the chamber of commerce of country of origin of the manufacturer indicating the technical production and financial capability etc. of the manufacturer. In case it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
33. **LAW GOVERNING THE CONTRACT**
- This contract shall be governed by the law of India for the time being in Force. The contract shall be interpreted in accordance with these law.
- Jurisdiction of court The court of the new Delhi shall alone have jurisdiction to decide any dispute arising out of in respect of the contract.
34. In the case of the dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract such dispute or difference shall be settled in accordance with the Indian arbitration and Conciliation Act 1996.
35. Arbitration proceedings shall be held at new Delhi . India and the language of the arbitration proceeding and that of all documents and communication between the parties shall be English.
36. sole Arbitration will be by Secretary, Ministry of home Affairs, Govt. of India or by some other person appointed by him As provided in clause 24 of General Condition of contract form DGS&D-68 ministry of Commerce department of Supply.
37. **PENALTY FOR USE OF UNDUE INFLUENCE**
- The seller should undertake that he has not given ,offered or promised to give directly or indirectly any gift, consideration ,reward. commission, fees brokerage of inducement to any person in service of the purchaser or forborne to do any other contract with the Government for showing or Forbearing to do or for having done or forborne to do any act in relation to obtain in or exection of the contract or any other contract with the Government for showing or forbearing to show favour or any person in relation to the contract with the Government. Any breach of the aforesaid

undertaking by the seller or anyone 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 one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code.1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final binding on the seller.

Giving or offering of any gift bribe or any attempt at any such act on behalf of the seller toward any officer/ employees of the purchaser or any other person in a position to influence any officer / employee of the purchaser for showing any favor 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 guarantees and refund of the amounts paid by the purchaser.

38. **AGENT AND AGENCY COMMISSION**

The seller conform 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 recommended to Government of India or any of its functionaries whether officially or unofficially , to the award of the contract to the seller nor has any amount been paid , promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation .The seller agrees that if it is established at any time to the satisfaction of the purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the purchaser by the seller has engaged any such individual /firm ,and paid or intended to any amount gift ,fees, commission or consideration with to such personal party, firm or institution, before or after the signing of this contract the seller will be liable to refund that amount to the purchaser, The seller will also be debarred from entering into such supply contract with the Government of India for a minimum period of five years. The purchaser will also have a right to consider cancellations 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 teams of the contract along with interest at the rate of 2% per annum above LIBOR rate. The purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

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

41. **TRANSFER AND SUB-LETTING**

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

42. **FORCE MAJEURE CLAUSE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as the 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 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 component sand stores in

course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

43. **TERMINATION OF CONTRACT**

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

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

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

45. Any query/representation is addressed to Commandant, 8<sup>th</sup> Bn NDRF.

46. Tender documents to be dropped in tender box marked "Q.M Branch 8<sup>th</sup> NDRF" repeat "Q.M Branch 8<sup>th</sup> NDRF" kept at the GD Office, 8<sup>th</sup> NDRF Bn, Lakhnawali Camp, Surajpur, G/Noida. LATE TENDERS DUE TO ANY REASON WHATSOEVER SHALL NOT BE CONSIDERED. No method of submission of Tender other than Dropping Box would be entertained.

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

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

49. Custom exemption certificate will not be given.

50. **FOR FOREIGN BIDDERS ONLY**

(a) **JOINT RECEIPT INSPECTION**

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

(i) Quantitative checking to verify that the qualities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Complete functional checking of the equipment as per specifications in this contract and as per procedures and tests laid down by NDRF.

(b) **GOVT REGULATIONS**

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

xx sd xx  
Commandant, 8<sup>th</sup> NDRF  
For and on behalf of President of India

**SCHEDULE-II**  
**SPECIAL INSTRUCTIONS**

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

1.	Stores	Expendable Medicine- 02 Set
2.	Time and date of receipt of tender	29/6/11 at 1500 Hrs
3.	Time and date of opening of tender	29/6/11 at 1600 Hrs
4.	Tender Cost	Rs 100/-
5.	Validity of offer	6 Months (180 days) from date of opening of tender
6.	Inspecting Authority	Commandant 8 <sup>th</sup> Bn or his authorized Rep.
7.	EMD/Validity	Rs 4000/- 06 Months from the date of opening of tender.
8.	Terms of delivery	Free delivery to consignee basis.
9.	Delivery period	30 days from the date of issuing of AT.
10.	Performance Security	10% of contract value for delivery period and 5% for warranty period.
11.	Guarantee/Warranty	(i) Expiry date of medicine should not less than two year
12.	PDI/JRI	N/A
13.	Option Clause	The purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted in the contract.
14.	Tender Sample	Not Required
15.	PAYMENT TERMS- 100% payment of stores will be made on successful supply of stores in good condition	
16.	Entry Tax/Octrio/Toll Tax will be paid at actual.	
17.	MODE OF PAYMENT- The payment to the foreign contractor will be made through irrevocable letter of credit opened through State Bank of India. In case supplier desires letter of credit to be confirmed by designated foreign bank, such confirmation charges will be payable by him.	
18.	MANUFACTURERS- Only those firms should respond who are the original manufacturer of the store specified or their authorized dealer and certificate in this regard the bid.	
19.	. Minimum quantity to be offered-	Full quantity.

xx sd xx  
Commandant, 8<sup>th</sup> Bn NDRF  
For and on behalf of President of India

**SCHEDULE-III**

**LIST OF STORES**

S.No.	Description of Stores	Qty
01.	Expendable Medicine	02 Set (List Attached)

xx sd xx  
Commandant, 8<sup>th</sup> Bn NDRF  
For and on behalf of President of India

**SCHEDULE-IV**

**LIST OF CONSIGNEES**

T/E No.NDRF/8<sup>TH</sup>/QM/DM/LOW VALUE/Ex. Med/PROC/2010-11-

Dtd. The .....Month 2011

**Name and address of consignee and quantity**

Commandant, 8 <sup>th</sup> Bn, NDRF Lakhnawali Camp, P.O.- Surajpur, Greater Noida Distt- Gautam Buddh Nagar (UP)	i) 02 Set
--	-----------

xx sd xx  
Commandant, 8<sup>th</sup> Bn NDRF  
For and on behalf of President of India

SCHEDULE-V

SPECIFICATIONS/QRs FOR Expendable Medicines –for one set

S/N	Name of Items	Qty	A/U
1	Haemmacel 500 ml	20	Bottles
2	<b>Ringer Lactate 500 ml</b>	200	Bottles
3	5% Dextross 500 ml	400	Bottles
4	10% Dextross 500 ml	25	Bottles
5	Normal Sline 500 ml	100	Bottles
6	PD Lyte P/ Dextroly	25	Bottles
<b><u>II MISCELL. INFUSIONS:</u></b>			
7	Metronidazole I.V. 100 ml	50	Bottles
8	Ciprofloxacin I.V. 100 ml	50	Bottles
9	Mannitol I.V. 20 % 500 ml	50	Bottles
<b><u>III PARENTERAL MEDICATIONS :</u></b>			
10	Inj. Hydrocortisone Sodium Succinate (Efcorlin) 100 mg	20	Vials
11	Inj. Adrenaline 1 ml	20	Amps
12	Inj. Atropine 1 ml	20	Amps
13	Inj. Avil 2 ml	20	Amps
14	Inj. Dexamethasone 2 ml	30	Vials
15	Inj. Deriphylline 2 ml	50	Amps
16	Inj. Soda bicarb 10 ml	10	Amps
17	25% Dextrose 25 ml	50	Amps
18	Inj. Ranitidine 2ML	50	Amps
19	Inj. Metoclopramide 2ml	25	Amps
20	Inj. Dopamine 5ml	5	Amps
21	Inj. Paracetamol 50 MG	100	Amps
22	Inj. Diclofenac 50 MG	400	Amps
23	Inj. Ketoralac 30 mg ml	100	Amps
24	Inj. Fortwin 30 mg ml	30	Amps
25	Inj. Spasmo proxyvon 2 ml	50	Amps
26	Inj. Dizepam 5 mg 1 ml	100	Amps
27	Inj. Eptoin 25 mg ml	10	Amps
28	Inj. Methergin 0.2 mg ml	10	Amps
29	Inj. Oxytocin 5U	10	Amps
30	Inj. Aminophylline	10	Amps
31	Inj. Ampicilline 500mg	200	Vials
32	Inj. Gentamycin 80 mg ml	200	Vials
33	Inj. Ampicilline	200	Vials
34	Inj. Monocef 1 gm	100	Vials
35	Inj. Frusemide 20 mg	100	Amps
36	Inj. Xylocaine 2	10	Vials
37	Inj. Tetanus toxide	50	Vials
38	Inj. Phenargan 25 mg	50	Amps

<b>IV ORAL-ANALG ANTIPYRETICS:</b>			
39	T. Paracrtemol 500mg	5000	1000pack
40	T. Dicyclomine 20mg	3000	500 pack
41	T. Meftal Spas	1000	10 tab
42	T Mafanamic Acid	1000	10tab
43	Tab .Brufen 400mg	1000	Nos
<b>V ANTACIDS /GIT:</b>			
44	T.Ranitidine 150 Mg	1000	10tap
45	C. Omeprazole 20mg	500	10tap
46	T. Digene	1500	750pack
47	T.Dulcolax	300	10tab
48	T.Tinidazole 500mhg	1000	10tab
49	T.Metronidazole 400mg	500	10tab
50	T, Metoclopramide	300	10tab
51	T.Domperidone	200	10tab
<b>VI ANXIOLYTICS :</b>			
52	T.Diazepam 2mg	200	10tab
53	T. Alprazolam 0.2mg	300	10tab
<b>VII ANTIBIOTICS :</b>			
54	<b>T, Seprane DS</b>	1000	Nos
55	<b>T, Seprane SS</b>	500	Nos
56	T.Norfloxacin 400mg	500	10tab
57	T.Ciprofoxacin 500mg	1000	10tab
58	T.Ofloxacin 200mg	100	10tab
59	T.Azithromycin 500mg	500	10tab
60	T.Amoxycillin 250mg	1000	10tab
61	C.Amoxi +Cloxacillin LB 500mg	500	10tab
<b>VIII OTHERS</b>			
62	T.Avil 25 Mg	1000	10tab
63	T.Cetirizine	500	10tab
64	T. Prednosolone 5mg	200	10tab
65	T.Deriphylline	500	250tab/pk
66	T.Salbutomal 4mg	200	10tab
67	T.Frusemide 40mg	200	10tab
68	T.Atenolol 50 Mg	500	10tab
69	Cap. Nifedepine 5mg	200	10tab
70	T.Complamna	200	10tab
71	T.Glibenclamide 5mg	100	10tab
72	Oral Rehydration Solution ectral)	1000	pkt
<b>IX PAEDIATRIC :</b>			
73	Sy. Paracetamol 60ml	50	Bottles
74	Sy .Triaminic / Tixily X 60ml	50	Bottles
75	Sy , Erythromycin	50	Bottles
76	Sy. Septrain 50ml	50	Bottles
77	Sy .Amox 125mg DS 60ml	100	Bottles
78	Metroclopramide Drops 10ml	10	Bottles
79	Cloimex Drops 10ml	10	Bottles
80	Sy. Bactomat /Gra	50	Bottles
81	Sy. Ibugesic 60ml	50	Bottles
82	Sy.Salbutamol 100ml	50	Bottles

<b>X MISCELLANEOUS :</b>			
83	Venflon 22	100	1 set
84	Venflon 24	100	1set
85	Infusion, set	500	1set
86	Pediatrics infusion set	100	1set
87	Scalp Vein 22	25	100/pk
88	Scalp Vein 24	25	100/pk
89	Scalp Vein 26	25	100/pk
90	Disposable syringe with needle 2ml	500	100/pk
91	Disposable syringe with needle 5ml	500	100/pk
92	Disposable syringe with needle 10ml	25	100/pk
93	Disposable needle24	300	100/pk
94	Disposable needle26	150	100/pk
95	Sterile water for 10ml	300	1 pc
96	Ryles tube 9,12,16	50	1 pc
97	Folley's catheter 16,18,23	25	1 pc
98	Suction cannula	30	1 pc
99	Urinary bag	50	1 pc
100	Adhesive	50	1 spool
101	Suppository-Adult	10	5 pc
102	Suppository-P	10	5 pc
103	Strums needle	5	Each pack of 10
104	Suturmg needle(different size)	5	Each pack of 10
105	Roller bandage 4"	200	50pc
106	Roller bandage 6"	200	50pcs
107	Suture material mersilk 000000	2	Spools
108	Suture material 4-0	50	Pk
109	Suture material 3-0	25	Pk
110	Suture material 1-0	25	Pk
111	Xylocaine gel	5	Tubes
112	Savlon concentrate 500ml	5	Jar
113	Betadine lotion 100ml	10	Bottles
114	Betadine serub 50 ml	1	Bottles
115	Methylated spine 500ml	5	Bottles
116	Diclofenae gel 30g	100	Tubes
117	Ciprofloxacin E/E drops 10ml	100	bottles
118	Gentamycin E/Edrops 10ml	25	Bottles
119	Chlorampenical Appacaps	1000	50/pk
120	Dielofenac Eye drop 10ml	10	Bottles
121	Nasivion nasal drop	15	Bottles
122	Cough syrup 60ml	300	Bottles
123	Liquid antacid 200ml	100	Bottles
124	Liquid Alkasol 100ml	20	Bottles
125	Liquid laxative 400ml	25	Bottles
126	Asthalin respiratory solution	5	Bottles
127	Asthalin inhaler – 200 dose	5	pk

APPENDIX-I

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 envelop and appendices No. 8 in price bid envelop have been submitted duly filled in and signed.

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

Yours faithfully

(Signature of the tenderer)

Address.....

Dated.....

(Signature of witness)

Address.....

Dated.....

**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

S. N.	Name of firm	Contract No.	Description of store	Quantity on order	Value	Original D.P.	Qty supplied within original DP	Final/Ext. D.P.	Last supply position	Reasons for delay in supplies (if any)

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

**Signature of tenderer**

Date

Name of tenderer

**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  
 2010.

**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.

The 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.

(Signature of the authorized officer of the Bank)

.....  
 .....

Name and designation of the officer

.....

Seal, Name & address of the Bank and address of the branch

**GUARANTEE/WARRANTY**

- i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, store, articles sold/supplied to the purchaser under this contract shall be of the best quality and workman ship and new in all respect and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor here by guarantees that the said equipment/articles would continue to confirm to the description and quality aforesaid for a period of twelve months from the date of delivery of the said equipment/articles to the purchaser and not withstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said equipment/articles, if during the aforesaid period of 12 months the said equipment/articles be discovered not to 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/article or such portion thereof as is found to be defected 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 and limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.
- iii) 12 months warranty periods will commence from the date of commissioning of project/supply of stores.
- iv) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment, so that the letter may undertake the balance of the life time requirements.
- v) Warranty to the effect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment.
- vi) Tenderer will supply the spare parts of the equipment for ten years from the date of purchase of the equipment. The following certificate should be given in the request;-  
“ It is certified that our concern/establishment will supply part of the equipment for ten years from the date of purchase of the equipment.”

Signature of tenderer  
Date.....  
Name of tenderer.

**PROFORMA FOR PRICE BID**

**(TO BE FILLED BY THE BIDDER AND SEALED SEPARATELY)**

S. No.	Name of the store	Qty	M.R.P.	Offer price per Unit (Rs)
1.				

Note- Taxes should be mentioned separately

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

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

Signature of tenderer

Date

Name of tenderer.