

TE No.NDRF/8TH/QM/DM/LOW VALUE/Head Light/PROC/2011- Dtd. 2011
 Govt. of India Ministry of Home affairs
 Office of the Commandant,
 8TH Bn National Disaster Response Force
 Lakhnawali Camp, PO. Surajpur Greater Noida,
 Distt. Gautam Budh Nagar (UP)

Tele:- 9968610011,0120-2351101

E-mail-yadavjaipal1103@yahoo.com

1. On behalf of the president of India, Commandant 8TH 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 NDMA 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:-

(1) 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) APPENDICES (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,

Commandant, 8th 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
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. Commandant, NDRF 8th Bn reserves the right to cancel/reject any or all the tender without assigning any reason.
11. Commandant, NDRF 8th Bn reserves the right to increase or decrease the quantity at any stage.
12. Tenderer must enclosed Demand draft of tender cost in favor of **Commandant, 8th Bn NDRF payable at Collectorate Compound Greater Noida** . The tender received without the required bank Draft shall be rejected.
13. **Earnest Money**
 - a) All firms who are not registered with NSIC or DGS&D for the subject stores for which the offers are being invited, are required to deposit earnest money equivalent to the amount 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, 8th Bn NDRF payable at Collectorate Compound Greater Noida**.
 - ii. An irrevocable bank guarantee (BG) in the name of Commandant, 8th 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 tender 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.

14. **CAPACITY VARIFICATION:-**

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 reverified 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/reverification of their capacity by QA wing of DGS&D failing which their offer shall be summarily ignored.

15. **TWO BID SYSTEM:-**

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

- a) First envelop 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 Envelop 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 Envelop 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.

16. 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.

17. **TENDER SAMPLE-**

- i) Tender sample (Qty.01) required at the time of opening of tender. All the bidders are required to submit 01 Nos of 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 contract reduced the sale price sells or offer to sell such store to any person/organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale or offer of sale to the Commandant 8Th 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 or 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 execution 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 bride 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 favour in relation to this or any other contract shall render the seller or such liability / penalty as the purchaser may deem proper including but not limited to termination of the contract imposition of penalty damages forfeiture of the bank 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 te 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, 8th Bn NDRF.

46. Tender documents to be dropped in tender box marked "Q.M Branch 8th NDRF" repeat "Q.M Branch 8th NDRF" kept at the GD Office, 8th 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 & www.tenders.gov](http://www.NDMA&www.tenders.gov) in regularly.

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

Commandant, 8th 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	Head Light -1800 Nos
2.	Time and date of receipt of tender	23/06/2011 at 1500 Hrs
3.	Time and date of opening of tender	23/6/2011 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 th Bn or his authorized Rep.
7.	EMD/Validity	Rs 7200/- 06 Months from the date of opening of tender.
8.	Terms of delivery	Free delivery to consignee basis.
9.	Delivery period	45 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) 12 Months from the date of acceptance of eqpt/stores in good condition of consignee location in India. (ii) Guarantee/Warranty will be comprehensive i.e. inclusive of spare parts and will be implemented as under:- a)Response time after information will be 01 week. b)Maximum time for repair/replacement will be 02 weeks. c)Penalty for non-repair/replacement beyond 02 weeks will be @ 0.5% of the cost of eqpt per week or part thereof.
12.	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.
13.	Tender Sample	Tender sample (Qty-01) required at the time of opening of Tender. All the bidders are required to submit 01 No of as above as per TE specification. Tender sample should be submitted along with tender. Offer received without sample will be summarily rejected.
14.	PDI	At Firm Premises.
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.

Commandant, 8th Bn NDRF
For and on behalf of President of India

SCHEDULE-III**LIST OF STORES**

S.No.	Discription of Stores	Qty
01.	Head Light	1800 Nos

Commandant, 8th Bn NDRF
For and on behalf of President of India

SCHEDULE-IV**LIST OF CONSIGNEES**

TE No.NDRF/8TH/QM/DM/LOW VALUE/ PROC/2011-

Dtd. The.....Month2011

Name and address of consignee and quantity

Commandant, 8 th Bn, NDRF Lakhnawali Camp, P.O.- Surajpur, Greater Noida Distt- Gautam Buddh Nagar (UP)	i) 900 Nos
Commandant, 7 th Non-NBC Bn, NDRF, ,Post Box- 81, Bibiwala Road, Distt- Bhatinda, (Punjab)	ii) 900 Nos

Commandant, 8th Bn NDRF
For and on behalf of President of India

SCHEDULE-VSPECIFICATIONS/QRs FOR HEAD LIGHT

▪ Qualitative Requirements	❖ BIS Code no.
<p>1- Role- For use during rescue operations, illumination for low light objects at rescue sites.</p> <p>2- Main components of Head Light & their spares:</p> <p>(A) (i) Can be mounted on safety Helmet with mounting bracket/ durable head bands. Must be single Unit (No separate battery Pac)</p> <p>ii] Must be water resistant.</p> <p>(iii) Must be rugged in use with heavy duty switch.</p> <p>(iv) Beam of light must be focused with no dark patches.</p> <p>(B) (i) Light Source- LED</p> <p>(ii) Lumen Value- 30 mm</p> <p>(iii) Lux Value- 2400 minimum</p> <p>(iv) Watt- 01</p> <p>(v) Voltage -6 Volt</p> <p>(vi) Weight with Batteries- 12 oz (Max)</p> <p>(vii) Batteries- Battery Endurance 30 Hrs</p> <p>(viii) 4 / 3AA Alkaline</p> <p>(C) Designed to meet the requirement of class I,II & III</p>	❖ -----

Commandant 8th NDRF
For and on Behalf of President of India

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.....

APPENDIX-2

DETAILS OF MANUFACTURER

1. Details of manufacturer
 - (a) Name
 - (b) Office
 - (i) Address
 - (ii) Telephone
Landline
Mobile
 - (iii) Fax
 - (iv) e-mail
- (B) Works
 - (i) Address
 - (ii) Telephone
 - (iii) Fax
- (c) Contact person
 - (i) Office
 - (ii) Address
 - (iii) Telephone
Landline
Mobile
 - (iv) Fax
 - (v) e-mail
2. In case of foreign firm, contact person in Delhi/India.
 - (a) Name
 - (b) Address
 - (c) Name of company
 - (d) Telephone
Land line
Mobile
 - (e) e-mail
 - (f) fax
3. Please confirm that you have offered packing as per tender enquiry requirements if not indicate deviations.
4. Gross weight of consignment. (Net weight of each item)
5. PAN
6. Confirm whether you have attached photocopy of PAN card duly attested.

7. Status

- (a) Indicate whether you are LSU or SSI
- (b) Are you registered with DGS&D for the item quoted? If so indicate whether there is any monetary limit on registration.
- (c) If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.

Signature of tenderer

Date

Name of tenderer

- (d) In case you are registered with NSIC under single point registration scheme for the item quoted confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered.

8. Banker-

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

9. Business name & constitution of the firm. Is the firm registered under –

- (i) The Indian companies act 1956
- (ii) The Indian Partnership act 1932 (please also give name of partners)
- (iii) Any act if not who are the owners (please give full name and address)

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

11. If stores offered are manufactured in India please state whether all the raw material components etc used in their manufacture are also produced in India. If not give details of materials, components etc. that are imported and their break up of the indigenous and imported components together with their value and proportion it bears to the total value of the store should also be given.

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

13. Please indicate the stocks in hand at present time:-

- (i) Held by you against this enquiry.
- (ii) Held by M/s over which you have secured an option.

14. For partnership firms state whether they are registered under Indian partnership act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-

- (a) Whether by the partnership agreement, authority to refer dispute Concerning the business of the partnership to arbitration has been Conferred on the partner Who has signed the tender.
- (b) If the answer to (a) is in the negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning Business of the partnership to arbitration.

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

- N.B (1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a notary public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.
- (2) Where authority to refer dispute to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

16. Here state specifically:-

- (i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt purchaser. If not state the reasons thereof if any, also indicate the margin of difference.
- (ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.

Signature of tender

Date

Name of tenderer.

17. Are you:-

- (i) Holding valid industrial license (s)/registration certificate under the industrial development and regulation act, 1981. If so, please give particulars of industrial income registration certificate.
- (ii) Exempted from the licensing provision of the act for the manufacturer of items quoted against this tender, if so, please quote relevant orders and explain your position.
- (iii) Whether you possess the requisite license for the Manufacture of the stores and/ or for the procurement of raw materials belonging to any controlled category required for the manufacturer of the store? In the absence of any reply it would be assumed that no license is prepared for the purpose of raw material and/or that you possess the required license.

18. State whether business dealings with you have been banned by Ministry/deptt. of supply/Min of Home Affairs?

19. Please confirm that you have read all the instructions carefully And have complied with them accordingly.

20. Sale tax office address:-

21. Income tax office address:-

Signature of witness	Signature of Tenderer
Full Name (Block letters) Address:-	Full Name (Block letters) Address:-
	Whether signing as proprietor/Partner/ Constituted attorney/duly authorized by the company.

NB:- Tenderers should furnish specific answers to all the questions. tenderers may please note that if the answers so furnished are not clear and/or are evasive, the tender will be liable to be ignored

Signature
Date
Name of tenderer

Annexure to Appendix-2

COMPLIANCE STATEMENT FOR SPECIFICATION

1.Name of Item:.....

2.Brand of Item/Country of origin;_____

3.**Model:**_____

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

S/No	Specification	Complied	Not Complied	Page No at which this Tech details attached
1.				
2.				
3.				
4.				
5.				
6.				

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

Signature of tenderer

Date

Name of tenderer

APENDIX-3**QUESTIONNAIRE ABOUT MANUFACTURER**

1. Name & Address of contractor

2. a) Whether registered with DGS&D
for subject stores

--	--

Yes No

b) If yes, monetary limit Rs.
(Enclose attested photocopy
Of Reg. Certificate)

--	--

(Lakh)

--	--

(Without limit)

c) Validity Date

--	--	--	--	--	--	--	--

Permanently

--	--

3. a) whether registered with NSIC
For subject store

--	--

Yes No

b) If yes, monetary limit Rs.
(Enclose attested photocopy
of Reg. Certificate)

--	--

(Lakh)

--	--

(Without limit)

c) Validity Date

--	--	--	--	--	--	--	--

Permanently

--	--

4. Whether you agree to submit advance sample
if called upon to do so within specified period

--	--

Yes No

5. Whether past supplier of subject store to DGS&D
Or Min.of Home Affairs during the last 3 years.
(if yes submit performance report in enclosed Performa)

--	--

Yes No

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

--

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

--	--

b) Monthly rate of supply.

--

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

--	--

Yes No

9. Have you enclosed required earnest money?

--	--

Yes No

10. Do you accept tolerance clause:

--	--

Yes No

Signature of tenderer.....

Name in Block Letters.....

Capacity in which
tender is signed.....

Full address.....

e-mail address.....

Fax No. Mobile

APPENDIX-4**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

APPENDIX-5**FORM-7****PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**
(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)

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

1. Details of firm:

(a) Name

- (i) Office
- (ii) Address
- (iii) Telephone
- (iv) Fax
- (v) e-mail

(b) Works

- (i) Address
- (ii) Telephone
- (iii) Fax
- (iv) e-mail

2. Location of manufacturing works/factory.

Factories owned by you (documentary).

In case you do not own the factory but utilize the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of

.....

.....

(here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for.

3. Location of manufacturing works/factory.

Factories owned by you (documentary).

In case you do not own the factory but utilize the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of

.....

.....

(here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for.

4. Details of plant and machinery erected and functioning in each department (monograms and descriptive pamphlets should be supplied, if available).

- 5. Whether the process of manufacture in factory is carried out with the aid of power or without it.
- 6. Details of stocks of raw material held (state whether imported or indigenous) against each item.
- 7. Production capacity of each item with the existing Plant & machinery.
 - (a) Normal.....
 - (b) Maximum.....

Signature of tenderer
Date
Name of tenderer.

- 8. Details of arrangements for quality control of products such as laboratory etc.
- 9. (a) Details of technical/supervisory staff incharge of production & quality control.
 - (b) Skilled labour employed.
 - (c) Unskilled labour employed.
 - (d) Maximum No. of workers (Skilled & Unskilled) employed on any day during The 18 months proceeding the date of application.

Place-.....
Date-

Signature of the tenderer
Designation.....
Company/Firm.....

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

Signature of tenderer
Date
Name of tenderer.

APPENDIX-6

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas.....
 (hereinafter called the "tenderer")
 has submitted their offer dated..... for the supply of

 (hereinafter called the "tender")
 Against the purchaser's tender enquiry No.....
 KNOW ALL MEN by these presents that WE.....
 ofhaving 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

APPENDIX-7**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 workmanship and new in all respect and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said equipment/articles would continue to conform to the description and quality aforesaid for a period of twelve months from the date of delivery of the said equipment/articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said equipment/articles, if during the aforesaid period of 12 months the said equipment/articles be discovered not to conform to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the equipment/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 latter 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.

APPENDIX-8**PROFORMA FOR PRICE BID****(TO BE FILLED BY THE BIDDER AND SEALED SEPARATELY)**

S. No.	Name of the store	Qty	Rates per Unit	Free delivery to consignee	Any other livable tax or duty/charge/surcharge (Rs)	Net price per Unit (Rs)	Total Price (Rs)
1.							
	Total						

- Note: (a) All above items are clubbed in a package. Tenderer is required to quote price of each item separately. However, commercial bids will be compared based on the least price of the package and not for the individual price of each item.
- (b) Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt/Semi Govt etc organization.

Signature of tenderer

Date

Name of tenderer.