



Government of India, Ministry of Home Affairs
 Directorate General, National Disaster Response Force
 (Procurement Branch)
 A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market,
 New Delhi-110003
 Tel No 011-24611518
 E-mail dg.ndrf@nic.in

TE No. 1-17018/NDRR/1211/HQ-NDRF/2016/1234

Dated, the 20th Oct' 2016

1. On behalf of the President of India, DG NDRF invites on line Global Tender in two-bid system for the procurement of 624 Nos Out Board Motor (OBM) 40 HP Four Stroke for Inflatable Rescue Boat (10 Seated) for NDRF Units detailed in the schedule.
2. Bids shall be submitted online at CPPP website <https://eprocure.gov.in/eprocure/app>. Tenderer are advised to follow the instructions provided in the clause no. 38 of Schedule-I. Tenderers are advised to follow the instruction for online bid submission regarding e-submission of the bids" through Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>. Only online bid would be accepted.

CRITICAL DATE SHEET

Tender Published on www.eprocure.gov.in , www.ndma.gov.in & www.ndrfandcd.gov.in	02/11/2016
Bid Document download start Date	03/11/2016
Clarification Start Date	04/11/2016
Clarification End Date	17/12/2016
Pre-bid meeting	12/12/2016
Bid Submission Start Date	28/11/2016
Bid Submission End Date	04/01/2016
Bid Opening Date	04/01/2016

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

A) SCHEDULES

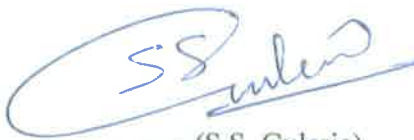
- | | | | |
|-------|--------------|---|--------------------------------------|
| (i) | Schedule-I | = | Condition of tender |
| (ii) | Schedule-II | = | Special instructions |
| (iii) | Schedule-III | = | List of stores |
| (iv) | Schedule-IV | = | List of consignee(s) |
| (v) | Schedule-V | = | Technical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



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

- | | | | |
|--------|-------------|---|---|
| (i) | Appendix-1 | = | Offer of stores |
| (ii) | Appendix-2 | = | Details of Manufacturer / Auth Dealer |
| (iii) | Appendix-3 | = | Questionnaire about manufacturer /Tenderer. |
| (iv) | Appendix-4 | = | Performance statement for last 3 years |
| (v) | Appendix-5 | = | List of Machinery |
| (vi) | Appendix-6 | = | Bank Guarantee Proforma for EMD. |
| (vii) | Appendix-7 | = | Guarantee / Warranty clause |
| (viii) | Appendix-8 | = | Proforma for Price bid. (In second cover) |
| (ix) | Appendix-9 | = | Under taking to be given by Foreign Principal of Indian Agnet |
| (x) | Appendix-10 | = | Pre-Contract Integrity Pact. |
| (xi) | Appendix-11 | = | Check list of Tenderers |

Enclosure: Aforesaid schedules & appendices.


 (S.S. Guleria)
 Dy. Inspector General (Proc.) NDRF
 Directorate General (NDRF)
 Ministry of Home Affairs
 New Delhi

For and on behalf of the President of India

Copy to:-

- | | |
|---|---|
| 1. The Joint Advisor (Comn & IT), NDMA, N/Delhi | : You are requested to upload this tender enquiry on NDMA website please.(Soft copy enclosed) |
| 2. The Principal Surveyor & Associate Vice president, Indian register of Shipping(IRS), 104 Copia Corporate Suite, District Centre, Jasola, New Delhi-25
Fax- 91-11-30866773
Emial-k.dhawan@irclass.org | : For info & n/a |
| 3. Sh. Sunil Verma, IA & AS (Retd) Formerly Deputy C&AG, Govt. of India, C-559, Defence Colony, New Delhi-24
M/No. 09810004383 | : For info & n/a |
| 4. SI, In-charge (IT Cell) | : Upload the tender on NDRF website please. |


 (S.S. Guleria)
 Dy. Inspector General (Proc.) NDRF
 For and on behalf of the President of India
 Directorate General (NDRF)
 Ministry of Home Affairs
 New Delhi

CONDITION OF TENDER


1. All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender acceptance letter which is a written undertaking that all the terms & condition of the tender are understood and accepted should be signed and submitted in original and online through e-procurement site <https://eprocure.gov.in/eprocure/app>.
2. **CONDITIONS GOVERNING THE CONTRACT:-**
 - 2.1 Apart from any special conditions contained in / attached to this invitation to tender, the condition contain in the below mentioned Pamphlets and Forms will form part of any contract made.
 - 2.1.1 Pamphlet No. DGS&D-39 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date.
 - 2.1.2 Pamphlet No. DGS&D-229. [All condition of Rate Contract contained in Booklet of DGS&D – 229 will be applied in instant tender also].
 - 2.1.3 DGS&D Form No. 68 (Revised).
 - 2.2 **Amendments:** The following amendments may be carried out in the Pamphlet entitled "Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India" 1991 edition bearing Symbol DGS&D-39 form No. DGS&D-68 (Revised).
 - 2.2.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:-
"Government" means the Central Government
 - 2.2.2 The definition of **Secretary** Clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under:-
"Secretary" means Secretary of Min. of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary. Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General (NDRF), DIG (NDRF), of this Dte. and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India
 - 2.2.3 Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by **Director General (National Disaster Response Force), Ministry of Home Affairs.**
 - 2.2.4 Following amendments may be carried out in the Pamphlet No DGS&D-229 containing various instructions to tenders:-
Form No DGS&D-230.
 Reference to DGS&D wherever appearing in clause No 14, 33,34,35,39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as **Deputy Inspector General, NDRF HQrs, Ministry of Home Affairs.**
 - 2.2.5 Clause 24 i.e. Arbitration:- In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute DG, NDRF for DG, DGS&D.
 - 2.3 The above Pamphlet and the lists of corrections thereto can be obtained on payment from the under mentioned officers
 The Manager of Publications, Civil Lines, Delhi.
 The Superintendent, Government Printing & Stationery Allahabad, U.P.
 The Superintendent, Government Printing & Stationery, Mumbai.
 The Superintendent, Government Press, Chennai.
 The Superintendent, Government Printing & Stationery, Nagpur.
 The Superintendent, Government Printing, Gulzargbag, Patna (Bihar).



DGS&D, New Delhi and its Regional offices at Mumbai, Chennai, Kolkata and Kanpur.
Government of India Book Depot, 8 Hastings Street, Kolkata
Proc cell HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market,
New Delhi - 110003

3. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and submitted online through e-procurement site <https://eprocure.gov.in/eprocure/app>
4. **PURCHASER'S DISCRETION:-** Director General NDRF reserves the right to:-
 - 4.1 Cancel /reject any or all the tenders without assigning any reason.
 - 4.2 Increase or decrease the quantity at any stage without assigning any reason.
 - 4.3 Change the consignees and allocation of quantities at any stage without assigning any reason
5. **PURCHASE PRICE PREFERENCE** :- Give a purchase / price preference to offers from public sector units and SSI units over other firms in accordance with the policies of the Govt from time to time.
6. **QUALIFYING/ELIGIBILITY CRITERIA**
 - 6.1 Only those OBM's manufacturer who supplied such OBMs in last 10 years to any of the Govt. / Semi Govt. Maritime Agencies are eligible to quote.
 - 6.2 Tenderer must submit copy of certificate awarded by any member of IACS for authorizing his factory for manufacturing the OBMs specified in this Tender.
 - 6.3 The Firm should have adequate facilities in India for providing After-Sale Service/Support for a minimum period of 15 years including electronic equipment, after delivery of the last OBM. In case the equipment is likely to become obsolete, the manufacturer should be committed to give a clear three years notice to the NDRF.
 - 6.4 The Firm should have satisfactory past performance for last three years. Details be furnished as per Appendix- 4
7. **EARNEST MONEY**
 - 7.1 Firms not registered with NSIC or DGS&D for the subject stores for which the offers are being invited, are required to deposit EARNEST MONEY (EM) equivalent to the amount as mentioned in the tender schedule.
 - 7.2 Firms not registered for any other stores and not for the stores indicated in the Tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.
 - 7.3 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 the prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing Earnest Money.
 - 7.4 Public sector undertaking or central/state owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/NSIC for subject stores.
 - 7.5 **Earnest Money can be deposited in any one of the following forms, before bid submission end date physically otherwise bids will be liable for rejection:-**
 - 7.5.1 A crossed Bank draft drawn in favour of PAO, NDMA, New Delhi. The draft should be payable at SBI (Safdarjung Enclave), New Delhi.
 - 7.5.2 **An irrevocable Bank Guarantee (BG)** in the name of PAO, NDMA, New Delhi - 110066 of any Nationalized/Scheduled. The Bank guarantee should be payable at SBI (Safdarjung Enclave), New Delhi. The format is as per **Appendix-6. If EMD is furnished in the form of BG, then it should be valid for 45 days beyond the validity period of the offer.**
 - 7.5.3 A FDR drawn in favour of PAO, NDMA, New Delhi New Delhi. The FDR should be payable at SBI (Safdarjung Enclave), New Delhi.
 - 7.5.4 Foreign bidders should submit Earnest Money only in form of Bank Guarantee confirmed by any Nationalized /Scheduled Bank of India.

- 7.6 The Earnest money shall be valid and remain deposited with the purchaser for the prescribed period in schedule-II. If the validity of the tender is extended, the validity of EM document submitted by the Tenderer shall also be suitably extended by the Tenderer, failing which his tender, after the expiry of the aforesaid period shall not be considered by the purchaser.
- 7.7 No interest shall be payable by the purchaser on the EM deposited by Tenderer.
- 7.8 The EM deposited is liable to be forfeited if the Tenderer withdraws/ amends/ impairs/ derogates from the tender in any respect within the period of validity of his tender.
- 7.9 The EM of the successful Tenderer shall be returned after the Performance Security Deposit as required in terms of the resulting contract is furnished by the firm.
- 7.10 If the successful Tenderer fails to furnish the Performance Security Deposit as required in the contract within the stipulated period, the Earnest Money (EM) shall be liable to be forfeited by the purchaser.
- 7.11 EM of the unsuccessful Tenderers shall be returned within 30 days of finalization of tender. Tenderers are advised to send a pre-deposited challan along with their bids to facilitate refund of Earnest Money in time.
- 7.12 Similarly, firms who are registered for the subject stores with NSIC/DGS&D but with a certain monetary limit will be treated as unregistered for the tender value exceeding their monetary limit of registration. Such firms shall be required to deposit earnest money proportionate to the value of EM exceeding monetary limit. In case, any such firm fails to deposit earnest money, its offer for the tender value in whole or the part exceeding its monetary limit is liable to be ignored.
8. **CAPACITY VERIFICATION:-** Tenderers must submit the details of their plant and machinery on standard Performa enclosed with this TE irrespective of their registration status. Purchaser reserves the right to get the manufacturing capacity of any Tenderer re-verified through its representative or any inspecting agencies, irrespective of their registration status.
9. **PERFORMANCE STATEMENT:-**
- 9.1 Tenderers should submit their performance statement in the enclosed proforma attached at Appendix_4 of tender Enquiry.
- 9.2 The decision on the assessment of the past performance of the bidder by the purchaser will be final.
10. **TWO BID SYSTEM:** Tenderers are required to submit their offers in two bid system online as under:-
- 10.1 **FIRST COVER SHOULD CONTAIN THE SCANNED COPIES OF FOLLOWING ELIGIBILITY INFORMATION (IN .PDF FILES):-**
- 10.1.1 Scanned copy of Technical bid along with its specification leaflets, brochure, if any. Composition of technical bid like:-
- Scanned copy of all the 5 schedules duly signed on each page by the tenderer
 - Scanned copy of appendices (1 to 7 & 9 to 11) duly filled in along with Lab test report (if applicable).
 - Scanned copy of any other relevant document which the firm wishes to submit,
 - Scanned copy of Technical details/leaflets/brochure of subject stores as per specifications.
 - Scanned copy of ECS Mandate Format. The firms have to provide details of Bank A/c with full address of the bank for remitting the payment electronically.
 - Scanned copy of 100% illustrated list of spare parts.
- 10.1.2 Scanned copy of documents of Earnest money, if applicable.
- OR
- Scanned copy of NSIC registration certificate

- 
- 10.1.3 Scanned copy of PAN Number/ Proprietor's Individual PAN No. in case of Proprietorship concerns.
- 10.2 **SECOND COVER SHOULD CONTAIN THE FOLLOWING:-**
- 10.2.1 Price bid / Financial Bid to be submitted as per financial Bid Appendix-8.
- 10.2.2 Scanned copy of 100% illustrated list of spare parts with price (separately) in pdf formate..
- 10.2.3 Tenderer will attach copies of Govt. Notification in support of all applicable Taxes/Duties quoted in the offer (in PDF format).
- 10.3 Only the Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those firms will be considered for opening whose offers are complete in all respect and fulfill the requirements as per specification. However, purchase reserves the right to cancel/reject the tender without assigning any reminder.

11. TENDER SAMPLE

- 11.1 Requirement of Tender sample: Tender sample is not required along with offer/bid at the time of opening of tender.
- 11.2 The firms whosever found qualified in technical evaluation are required to submit **01 No Out Board Motor (OBM) 40 HP as tender sample during physical evaluation. Maximum 15 days** will be provided to the firms qualified in technical evaluation for submission of tender sample for physical evaluation. Offer of the firms will be rejected whosoever fails in submitting sample in due time. Physical Evaluation of the sample will be carried out by Board of Officer of NDRF along with technical representative of IRS in Delhi. No any extension for submission of tender sample will be granted in any circumstances due to emergent requirement of the stores.
- 11.3 Tenderer shall furnish test report certificate from ILAC/Govt Approved Lab conforming to specifications procedure mentioned in Schedule-V.
- 11.4 The Lab test report (Original) submitted by the tenderer should be free from any ambiguity and should give clear verdict in respect of all the tests required as per relevant specification i.e. whether the sample is meeting the requirement of the governing specifications and the sample is acceptable / not acceptable with reference to its governing specification. 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.
- 11.5 The purchaser also reserves the right to carry out the lab test of the samples submitted by the tenderer at any stage and the cost of test from the ILAC/Govt Approved Lab approved lab should be borne by the tenderers.
- 11.6 Tender Sample should have cards affixed on it duly signed and stamped by the firm indicating the following:-
- a) Name and address of the firm
 - b) Tender No. with date of opening
 - c) Name of item, item No & size
- 11.7 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.
- 11.8 Sample sent to basis **"FREIGHT TO PAY"** will not be accepted and the tenderer would submit sample on No cost and No commitment basis.
- 11.9 **The sample may be utilized by the purchaser for carrying out Physical Evaluation on all the parameters of Specifications including destructive Test . In that case the cost of sample will be borne by the supplier.**
- 11.10 Samples submitted by the tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from NDRF Dte. In case samples are not collected within given time, the samples will be disposed off.

12. PRICE

- 12.1 The Tenderers are required to quote prices on FOR Destination basis (Free delivery to consignee basis). Price will be quoted in figures as well as in words in any of the three currencies i.e Indian currency or Euro or US\$ only. Indian Firms can quote in INR only. L-1 for the store item will be decided inclusive of all Taxes / Duties and all other liveable charges. Format for submission of Price Bid is attached with Tender Enquiry at Appendix-8.
- 12.2 Firms should quote for the entire quantity/package, however, price break up wherever asked in the price bid is required to be given. Offers without the price break up are liable to be rejected.
- 12.3 Price quoted should be firm and final and no increase of what so ever due to increase in statutory levies or other taxes would be admissible to the firm.
- 12.4 Benefit of decrease in levies will be passed on to the purchaser.
- 12.5 Tenderers are required to indicate Basic Prices, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/ charges separately within the Performa for Price Bid given at Annexure-8. Taxes/ duties/ charges reflected outside the Performa will not be accepted. Tenderer must attach copies of Govt. Notification in support of all applicable Taxes/ duties/charges quoted in the offer.

- 13. EXEMPTION FROM DUTIES/TAXES:-** Customs duty Exemption Certificate will be provided to the firm, if applicable as per the policy of the Govt at the time of delivery. However, the firm has to mention the custom duty (whatever applicable for the equipment/component) in the relevant column of the price bid for arriving at the L1 price, otherwise the offer of the firm will be summarily rejected.

14. PERFORMANCE SECURITY

- 14.1 The Performance Security would be required within 15 days from the date of issue of AT / confirmed supply order and would be released after the obligations of the firm are successfully met.
- 14.2 In terms of Clause-7 of condition of contract DGS&D-68 (revised) all the successful Tenderers irrespective of their registration status with DGS&D and NSIC shall be required to furnish an amount equal to 10% of the contract value as security deposit as guarantee against its own performance under the contract within 15 days of issue of contract. It should be valid up to 60 days beyond the expiry of Warrantee / Guarantee period.
- 14.3 In case Performance Security is not deposited by the successful bidder within the stipulated time from the placing of AT / Supply order, irrespective of any reason, EMD could be permanently forfeited and AT / Supply order would become liable for cancellation at the risk of the Firm.

- 15. DISPATCH INSTRUCTIONS AND DOCUMENTATION:-** The Tenderer shall intimate to the purchaser, by telex or fax and speed post 20 working days in advance, the mode of transport and probable date of delivery of consignment.

- 16. PACKING & MARKING:** as per clause 12 of the general condition of contract DGS&D-68 (revised).

- 17. COMPULSORY ENLISTMENT OF INDIAN AGENT:-** Indian Agent for Foreign Manufactures/principal are allowed to participate in the tender subject to the following conditions:-

- 17.1.1 The Indian Agent must be enlisted with the DGS&D for the tendered stores, on or before the date of opening of technical bids, under the compulsory registration scheme of the Department of Expenditure, Ministry of Finance, Govt of India.
- 17.1.2 Attention is drawn to DGS&D Circular No-12 dated 17/09/2019 (available on DGS&D website). Offers from Indian Agents not enlisted with DGS&D under this scheme and submitting bids on behalf or otherwise of foreign manufactures/principals will NOT be considered in any manner whatsoever.

17.2 However, offers from the Indian agents, who have applied to DGS&D for enlistment before the time and date of opening of technical bid; such offers will be further processed if they submit acknowledgement slip for registration with DGS&D with the technical bid and secure enlistment with DGS&D before opening of the Price Bids.

Note:- It is clarified that any bidder who is quoting a product of foreign OEM in whatsoever capacity, be it authorized dealer/ distributor or agent has to enlist itself with the DGS&D as an agent of the foreign principal.

18. SUPPLY OF ORDERED STORES

- 18.1 Bulk supplies in the case of successful Tenderers should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in Schedule-V.
- 18.2 Tenderers will be fully responsible for proper testing and making the equipment functional before acceptance of stores and the final settlement of account.
- 18.3 The Equipment/store should be Brand New/Model No, with Lot/ Batch No./ Year of manufacture, name of manufacturer, Country of Origin and other relevant detail should be given. The original literature supplied with the item/eqpt should also be provided.
- 18.4 The stores supplied should be of best quality and free from all defects.
- 18.5 Each consignment will be insured by the firm at their cost against transit risk till reach its destination as the insurer will not accept claims after specified period, the consignment shall be clear within 03 days and transit damage, loss if any shall be reported to the firm within 30 days of arrival of consignment at the destination.

19. DELIVERY PERIOD:-

Delivery period 05 months from the date of issuing of AT. No lead time and grace period will be given.

20. DELIVERY OF STORES

- 20.1 Free delivery to consignees(s) basis.
- 20.2 Delivery period will include the inspection and replacement of rejected lot.
- 20.3 Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.
- 20.4 In case, Firm deliver stores after scheduled Delivery Period, even if the stores are accepted by the consignee, it would be at the risk and cost of the seller as the supply may not be taken as contractually accepted.
- 20.5 No grace period will be provided after the stipulated delivery period.

21. PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES:

- 21.1 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.
Penalty @ 0.5 % per week or part thereof of the contract value shall be levied for delay in supply subject to a maximum of 10% in the form of LD.

22. PAYMENT TERMS:- Payment will be released as under :-

- 22.1 90 % payment will be released after successful JRI of OBMs at NDRF battalion Ghaziabad (UP).
- 22.2 Remaining 10 % payment will be released after 2 months of successful supply of OBMs to NDRF battalion Ghaziabad (UP).

Note :- (i) Part supply as per convenience of the supplier is permitted.

(ii) NDRF reserves the right to carry out Inspection at NDRF battalion Ghaziabad before release of the 90% payment.

23. MODE OF PAYMENT

- 23.1 **For Indian Firms:** The payment will be made in INR. Bills for payment will be submitted to PAO, NDMA, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-66.
- 23.2 **For Foreign Firms:** The payment to the foreign Firms will be made through irrevocable letter of credit (LC). In case supplier desire, Letter of Credit (LC) to be confirmed by designated foreign bank, such confirmation charges shall be borne by the firm. The LC would be opened after issue of AT and remained valid for 30 days after delivery period. The charges for extension of LC, if any would be borne by the party whose action/ inaction has led to the extension.



24. PRE-CONTRACT INTEGRITY PACT

- 24.1 Signing of Pre-Bid Pre-Contract Integrity Pact is pre-requisite and mandatory requirement without which no bids would be accepted (Proforma Attached at Appendix-10)
- 24.2 Pre-Bid Pre-Contract Integrity Pact would be signed manually by the DIG(Proc) NDRF and authorized rep of the firm in the presence of witnesses of both side.
- 24.3 Authorized signatories of the interested Firms will have to sign the integrity Pact on any working day after pre-bid and before bid submission end date & time at office of the DIG(Proc), NDRF, A Wing, Second Floor, Loknayak Bhawan, Khan Market, New Delhi. No request for signing of the pact by any bidder would be entertained after bid submission end date & time.

25. **OPTION CLAUSE:-** The Purchaser reserves the right to place order on the successful Tenderer for additional quantity up to 25% of the quantity offered by them at the time of placement of order or during the currency of the contract as per Clause 31 of Form No-70 DGS&D-68 (Revised).(Special Conditions) Clause-3 of Ministry of Commerce and Industry, Department of Commerce(Supply Division) Now under Department of Commerce).

26. **FALL CLAUSE:** Fall Clause will be applicable as under:-

- 26.1 The price charged for the stores supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the store item or offer to sell store of identical description to any persons/ organization during the currency of this contract.
- 26.2 If the contractor, at any time, during the currency of contract reduces the sale price, sells or offer to sell such store to any person/ organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale or offer of sale to the Director General, NDRF and the price under the contract would be reduced accordingly

27. RIGHT TO REJECTION

- 27.1 The decision of the DG NDRF shall be final as to the quality of the store and shall be binding upon the Tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects.
- 27.2 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.
- 27.3 The rejected stores must be removed by the Tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the Tenderer.
- 27.4 The In-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.



28. RISK PURCHASE CLAUSE:

- 28.1 In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated date/ period of the supply order A/T, or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the store elsewhere at the risk and cost of the defaulting supplier after giving a notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Government Department/Ministry.
- 28.2 In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the store at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

29. PENALTY FOR USE OF UNDUE INFLUENCE

- 29.1 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 otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 29.2 Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.
- 29.3 A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.
Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller liable for penalty as the Purchaser may deem proper including but not limited to termination of the contract, imposition of penalty damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser

30. AGENT AND AGENCY COMMISSION

- 30.1 The seller confirms and declares to the purchaser that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm irrespective of any such intercession, facilitation or recommendation.
- 30.2 The Seller agrees that if it is established at any time to the satisfaction of the purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the purchaser that the seller has engaged any such individual / firm, and paid or intended to pay any amount gift, reward, fees, commission or consideration to such personal party, firm or institution, whether before or after the signing of this contract the seller will be liable to refund that amount to the purchaser.

- 30.3 The purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such eventuality be liable to refund all payment made by the Buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 30.4 The seller will also be debarred from entering into any supply contract with the Government of India for a period as deemed fit by the purchaser

31. ACCESS TO THE BOOKS OF ACCOUNT

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

32. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

- 32.1 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.
- 32.2 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.

- 33. 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.

- 34. FORCE MAJEURE CLAUSE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed *or becomes impossible or unlawful* by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.



35. TERMINATION OF CONTRACT

- 35.1 Time shall be the essence of the contract
- 35.2 The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-
- 35.2.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- 35.2.2 The Seller is declared bankrupt or becomes insolvent.
- 35.2.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.
- 35.2.4 In case Performance Security is not furnished within 15 days from the date of issuing of AT.

36. CORRESPONDENCE PROCEDURE

- 36.1 Any **Query /Clarification/ Representation** related to this Tender must be strictly be addressed to DIG (Proc), Procurement Branch, HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110003, (Tele Fax No. 24611518) only, till the issuance of A.T.
- 36.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.
- 36.3 Firm should intimate any change in their Address/Telephone/Fax/e-mail immediately. The state of non-communication with firm at any stage will make the offer/contract liable for rejection and cancellation respectively.

37. QUERY AND CLARIFICATIONS

- 37.1 In case of any contradiction noticed in this Tender Enquiry same be clarified within 07 days from the date of publication of tender on the website else decision/interpretation of NDRF in this regard would be final in all respect.
- 37.2 Queries/representations on Tender Enquiry received up to Pre-Bid meeting would only be entertained and considered. All queries and representations received after the date of Pre-Bid Meeting are liable to be ignored.
- 37.3 For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit our websites <http://eprocure.gov.in/eprocure/app>, www.ndma.gov.in & www.ndrfandedd.gov.in, regularly. **Any changes /modifications in tender enquiry will be intimated through these websites only.**
- 37.4 Tenderers are advised to visit above websites regularly to obtain updated information.

38. LAW GOVERNING THE CONTRACT.

- 38.1 The contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.
- 38.2 **Jurisdiction of Court:** The Courts of the New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

39. ARBITRATION

- 39.1 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 39.2 In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 39.3 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

40. **EFFECTIVE DATE OF CONTRACT:** The time allowed for carrying out the supply will start from the day of issue of written orders (Acceptance of Tender) for supply of store in accordance with the schedule indicated in the tender documents.

41. SUBMISSION OF TENDER

41.1 Online bidding through CPP e-procurement system. The Tender document is available at CPPP e-procurement site <https://eprocure.gov.in/eprocure/app> . Prospective bidder desirous of participation in this tender may view and download tender document from the above mentioned website.

41.2 All document should be submitted electronically in PDF format.

42. FOR FOREIGN BIDDERS ONLY:-

It shall also be confirmed by foreign bidder(s) that, there are no Govt restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and / or for the export of any part of the system being supplied. Suppliers/Contractors shall obtain a certificate to this effect or authority concerned of their country and attached with technical bid.

43. INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal at <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

43.1 REGISTRATION

43.1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Bidder Enrolment on the CPP Portal is free of charge.

43.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

43.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

43.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

43.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

43.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

43.2 SEARCHING FOR TENDER DOCUMENTS

43.2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.



43.2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

43.2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (Toll Free No. 18002337315)

43.3 **PREPARATION OF BIDS**

43.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

43.3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

43.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

43.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

43.4 **SUBMISSION OF BIDS**

43.4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

43.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

43.4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

43.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

43.4.5 Price Bid Format is provided in a standard BoQ format(.xls File). which has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file template is found to be modified by the bidder, the bid will be rejected.

- 43.4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 43.4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 43.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 43.4.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 43.4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

43.5 **ASSISTANCE TO BIDDERS**

- 43.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 43.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.
- 43.5.3 For any queries, the bidders are asked to contact through e-mail dcproccell-ndrf@gov.in or by phone : 011-24611518 or CPPP toll free no. 1800-233-7315.



(S.S. Guleria)

DIG (PROC) NDRF
For and on behalf of the President of India
Directorate General (NDRF)
Ministry of Home Affairs
New Delhi

SPECIAL INSTRUCTIONS


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

1.	Date and Time of receipt of Tender	:	04/01/2017
2.	Date & Time of Opening of Tender	:	04/01/2017
3.	Stores	:	OBM's 40 HP four stroke
4.	Quantity	:	624Nos
5.	Validity of offer	:	08 months from date of opening of Tender.
6.	INSPECTION a) Authority	:	(i) DG NDRF or his authorized Rep and the technical representatives of Indian Register of Shipping (IRS) during physical evaluation of sample and JRI. (ii) Inspection charges of classification society will be borne by the tenderer.
7.	EMD/Validity	:	(a) Rs. 26,59,500/- or Euro 35,460/- or US \$ 39,400/- in the shape of BG/DD/TDR/FDR with 08 months validity from the date of opening of Tender. (b) In case, EMD is furnished in the form of BG then it should be valid for 10 Months from the date of opening of Tender.
8.	Terms of delivery	:	Free delivery to consignee's basis.
9.	Delivery Period	:	05 months from the date of issue of AT including Inspection. [i] No lead time will be given. [ii] No grace period will be given
10.	Qualifying / Eligibility criteria	:	(i) Only those OBM's manufacturer (like Mercury Marine/Yamaha/Honda Marine/Tohatsu) who supplied such OBM's in last 10 years to any of the Govt. / Semi Govt. Maritime Agencies are eligible to quote. (ii) Tenderer must submit copy of certificate awarded by any member of IACS for authorizing his factory for manufacturing the OBM's specified in this Tender. (iii) The Firm should have adequate facilities in India for providing After-Sale Service/Support for a minimum period of 15 years including electronic equipment, after delivery of the last OBM. In case the equipment is likely to become obsolete, the manufacturer should be committed to give a clear three years notice to the NDRF. (iv) The Firm should have satisfactory past performance for last three years. Details be furnished as per Appendix- 4.
11.	Payment Terms	:	Payment will be released as under :- (a) 90 % payment will be released after successful JRI of OBM's at NDRF battalion Ghaziabad (UP). (b) Remaining 10 % payment will be released after 2 months of successful supply of OBM's to NDRF battalion Ghaziabad (UP). Note :- Part supply as per convenience of the supplier is permitted.

		(i) NDRF reserves the right to carry out Inspection at NDRF battalion Ghaziabad before release of the 90% payment.
12.	Mode of Payment	: (a) For Indian Firms: The payment will be made in INR. Bills for payment will be submitted to PAO, NDMA, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi – 66. (b) For Foreign Firms: The payment to the foreign Firms will be made through irrevocable letter of credit (LC) opened through State Bank of India. Stage wise as specified at para 11 of payment terms. In case supplier desires, Letter of Credit (LC) to be confirmed by designated foreign bank, such confirmation charges shall be borne by the Firm.
13.	<u>INSPECTION /JOINT RECEIPT INSPECTION (JRI)</u>	Inspection/JRI shall be carried out on arrival of OBMs at consignee location i.e. NDRF Battalion Ghaziabad (UP) in the presence of a Board of Officers and rep of classification society or any other agency to be nominated by NDRF. JRI will consist of: - (i) Quantitative checking to verify that the quantities of the delivered OBMs & its complete standard accessories corresponding to the quantities defined in the contract and the invoices. (ii) Inspection to verify the make and model of OBM in accordance with the OBM qualified during physical evaluation. (iii) All tests will be carried out to the entire satisfaction of the purchaser and certificate to this effect issued by the Registered Classification Society. (iv) If any lot is rejected in final inspection as not conforming to Tender Specifications the same lot must be replaced within scheduled Delivery Period before final acceptance. (v) Alternatively at purchaser's option, money be refunded positively within 60 days of issue of notice of such rejection in case any payment is already made to the seller.
15.	Guarantee / Warranty	As per Appendix-7. Two years Guarantee/ warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition, after due inspection and/ or successful Trials and commission as applicable.
16.	Undertaking for supply of Spares	The firm will give an undertaking for ensuring availability of spares for a period of 10 years from the date of award of contract.
17.	Comprehensive Maintenance Contract (CMC)	NDRF reserves the rights to get into Comprehensive Maintenance Contract (CMC) with the same firm for maintenance of 624 OBMs supplied. The tenderer must quote for 03 years CMC after completion of warranty period. L-1 firm will be decided after considering the rates quoted for OBMs & CMC.



18.	Pre-bid conference	(i) It will be held on 12/12/2016 at 1030 hrs. at Office of the DIG (Proc), A Wing, 2 nd Floor, Lok Nayak Bhawan, Khan Market, New Delhi.
		(ii) In case of any objection/ suggestion in tender QRs/ Specifications bidder should come along with all details in the pre bid conference or give proper presentation/literature in their support.


S.S. Guleria
Dy. Inspector General (Proc) NDRF
For and on behalf of the President of India
Directorate General (NDRF)
Ministry of Home Affairs
New Delhi



LIST OF STORES

S.No.	Description of Stores	Qty (In Nos)
1.	Out Board Motors 40 HP four stroke	624
2.	Tool box	624

(S.S. Guleria)

Dy. Inspector General (Proc), NDRF
 For and on behalf of the President of India
 Directorate General
 Ministry of Home
 New Delhi



LIST OF CONSIGNEE[S]

Name & Address of consignee

Name of Items: **OBM : QTY-624 NOs**

S/N	Name of Consignee	Postal Address	QTY (Nos)
01	The Commandant 8 th Battalion NDRF	The Commandant 08 BN NDRF, Kamla Nehru Market, Sector-19, Ghaziabad (UP)	624
TOTAL			624


(S.S. Guleria)
Dy. Inspector General (Proc.) NDRF
For and on behalf of the President of India
Directorate General
Ministry of Home Affairs
New Delhi




QUALITATIVE REQUIREMENT /TRIAL DIRECTIVE OF 40 HP, FOUR STROKE OBM

1. Nomenclature of Item with Year & Model No: _____.
2. Country of Origin: _____.
3. Tenderers are requested to give compliance of each specification whether equipment being offered by them is complying with specification or otherwise.

S/No	Qualitative Requirement / Technical Specification		Trial Directive
1.	Engine capacity	40 HP	Documents/ Certificate of manufacturer/regulating authority to be checked physically.
2.	Number of cylinder	03	Visual Check and inspection
3.	Stroke	Four Stroke	Documents/ Certificate of manufacturer/regulating authority to be checked physically.
4.	Total engine displacement	700 to 900 CC	Documents/ Certificate of manufacturer/ regulating authority to be checked physically.
5.	Engine RPM (Range)	5000 to 6000	Check by RPM meter
6.	Fuel supply system	Electronic Fuel injection	Check and operate practically, Visual inspection
7.	Fuel	Petrol Indian type	Check physically during water trial
8.	Lubrication	Lubrication oil Indian type	Check physically during water trial
9.	Alternator output	To Suit the engine operation and to charge the secondary battery provided with OBM for starting purpose.	Check physically during water trial.
10.	Wight	Below 110 Kg	Check on physical measurement by weighting machine.
11.	Starting system	Electric powered	Check by starting with key and visual inspection.
12.	Trim and tilt	Electric powered	Check and operate practically and visual inspection
13.	Gear Shift	Forward/ Neutral/ Reverse (F.N.R.)	Check practically during water trial.
14.	Steering system	The OBM shall be provided with tiller handle for steering.	Check operation of tiller handle physically during water trial.
15.	Propeller	Aluminum blade propeller of suitable pitch the length of the shaft of OBM shall be compatible with transom height of 4.5m inflatable Boats of NDRF i.e. 20 inch shaft length.	Check physically during trial run on open river/ Sea water.
16.	Fuel Tank	Made of Plastic fiber, 25 ltrs capacity with 2 mtr PVC/Nylon fuel line, primer value, male & female adopter.	Check physically/ visual inspection.
17.	Flushing Unit	Flushing device for flushing by fresh water to clean salinity and salt deposit. 01 No.	Check practically.



18.	On board spare	<ul style="list-style-type: none">a) Engine oil filter – 03 Nosb) Fuel Filter – 06 Nosc) Air Filter – 02 Nosd) Fuel Line – 01 Noe) Propeller – 01 Nof) Spark Plug – 03 Nosg) Spark plug wrench - 01 Noh) Water pump repair kit -01 Noi) Water pump impeller – 01 Noj) Gear housing seat kit – 01 Nok) Gear oil drain screw washer -06 Nosl) Lubrication oil drain plug washer- 02 Nosm) Thermostat – 01 Non) Sensor air control valve – 01 Noo) Throttle & Gear shift cable – 01 Nop) Steering Cable – 01 Noq) Fuses of all system complete -02 setr) Injector – 01 Nos) Automatic Voltage Regulator AVR)-01 Not) Pencil Coil/Spark Plug Coil Assembly-01 Nou) Main Relay – 01 Nosv) Stator Solenoid/ Relay – 01 No	
-----	----------------	--	--


(S.S. Guleria)
Dy. Inspector General (Proc), NDRF
For and on behalf of the President of India

S.S. GULERIA
Dy. Inspector General
Directorate General (NDRF)
Ministry of Home Affairs
New Delhi

FORM – 68-A

APPENDIX -1



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

From:

TENDER NO. _____

Dear Sir,

1. 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. I/We have understood all the tender conditions in the tender enquiry and will comply with them.
4. All the **Appendices from 1 to 7 & 9 to 11 in Technical bid envelope & Appendix No. 8 in Price bid envelope** have been submitted duly filled in & signed.
5. The following pages from page No.1 to Page No. _____ have been added to and will form the part of this tender.

Yours faithfully

(SIGNATURE OF TENDERER)

ADDRESS _____

DATED _____

SIGNATURE OF WITNESS

ADDRESS _____

DATED _____



APPENDIX-1

DETAILS OF MANUFACTURER/FIRM

1.

- (a) Name :
- (b) Office :
- (i) Address :
- (ii) Telephone :
- Land line :
- Mobile :
- (iii) Fax :
- (iv) e-mail :
- (c) Works :
- (i) Address :
- (ii) Telephone :
- (iii) Fax :
- (d) Contact person:
- (i) Name :
- (ii) Designation :
- (iii) Telephone :
- Land line :
- Mobile :
- (iv) Fax :
- (v) e-mail :
- (e) supporting authorization documents
(kindly attach)

2. Details and Address of Subsidiary Office(s)

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

- (a) Name :
- (b) Address :
- (c) Name of company :
- (d) Telephone :
- Land Line :
- Mobile :
- (e) e-mail :
- (f) Fax :
- (g) Certificate of
Authorized distributor/dealer
(Kindly attach) :

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

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



6. PAN
Confirm whether you have attached photocopy of PAN Card duly attested.
7. Status
Indicate whether you are LSU or SSI.
Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.
If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.
In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered.
8. Banker:-
(a) Name :
(b) Address :
(c) Telephone :
(d) e-mail :
(e) Fax :
9. Business name and Constitution of the firm. Is the firm registered under:-
(i) The Indian Companies Act, 1956
(ii) The Indian Partnership Act, 1932.
(Please also give name of partners)
(iii) Any Act; if not, who are the owners. (Please give full names and address.)
10. Whether the tendering firm is Manufacturer of the store specified in the tender.
11. (a) If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacturing are also produced in India. If not give details of materials components etc., that are **Imported** and their breakup of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given.
(b) Authorized Dealers/Distributors to specify the details of indigenous and imported material with their value.
12. State whether raw materials held in stock sufficient for the manufacture of the stores.



13. Please indicate the stocks in hand at present time.:
- Held by you against this Enquiry.
 - Held by M/s. _____ over which you have secured an option.
14. Do you agree to Sole Arbitration by Secretary Ministry of Home Affairs or by some other person appointed by him as provided in Clause 24 of the General Conditions of Contract form DGS&D-68 (Revised) (Your acceptance of non-acceptance of this clause will not influence the decision of the tender. **It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the Clause.**)
15. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further:-
- Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
 - 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.
 - 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) Attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.
 - (2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.



16. Here state specifically:
- (i) Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. If not state the reasons thereof if any. Also indicate the margin of difference.
 - (ii) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.
18. Are you.
- (i) Holding valid Industrial Licence(s)/Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.
 - (ii) Exempted from the licencing Provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.
 - (iii) Whether you possess the requisite licence for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no licence is required for the purpose of raw materials and/or that you possess the required licence.
18. State whether business dealings with you have been **banned** by Min./Deptt. of Supply/Min. of Home Affairs?
19. *Have your Firm ever been black listed or debarred by any Govt. or Semi Govt. or Autonomous bodies.*
20. Confirm that you have read all the instructions carefully and have complied with them accordingly.
21. Sale Tax office Address.



22. Details of last income Tax return (Enclose copy)
23. Name and details of Authorized Person detailed For dealing this case with NDRF for this Tender (Photo Copy of I-Card to be attached)
24. Change of name of the Firm, if any, since origin, with date and reasons thereof:
25. Details of FIR / Complaint lodged against your firm with police, if any:
26. Income Tax office Address.

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

Note:- 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

85

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
-
- (Enclose attested photocopy
-
- of Regn. Certificate)

Rs. _____
(Lakh)

(Without limit)

- c) Validity Date _____

Permanently

3. a) Whether registered with NSIC
-
- for subject store

Yes

No

- b) If yes, monetary limit
-
- (Enclose attested photocopy
-
- of Regn. Certificate)

Rs. _____

(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: (i) FOR Destination for Indigenous Manufacturer
-
- (Free delivery to consignee basis)
-
- (ii) CIF, IGI Airport, New Delhi for Foreign Manufacturer.

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. 35

Yes

No



9. Have you enclosed required Earnest Money:

Yes

No

10. Do you accept tolerance clause :

Yes

No

11. Is your firm eligible to received Govt Contract for the tendered stores under the provision of law of the land.

Yes

No

12. Have your firm ever failed to complete ordered supply and tendered short closed.

Yes

No

12. Whether your firm is compliant On environmental safe guards.

Yes

No

13. Has ever been any FIR complaint lodged against your firm with Police.

Yes

No

14. Kindly give details if any.

Signature of Tenderer : _____

Name in Block letters : _____

Capacity in which : _____

Tender is signed: _____

Full Address : _____

JS



PERFORMANCE STATEMENT FOR LAST THREE YEARS

S/No	Name of Firm	Contract No	Description of Stores	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)

- Note:- (i) The decision on assessment of past performance of DG, NDRF will be final.
- (ii) Copy of supply orders and the specifications of the OBMs supplied are required to be enclosed for evaluation of Past Performance failing which the offer of the Firm will not be considered.



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

[illegible]



BANK GUARANTEE FORMAT FOR FURNISHING EMD

To

PAO, NDMA
A-1, Safdarjung Enclave
New Delhi

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 2016/17.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

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

(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

(1) GUARANTEE/WARRANTY

(i) Except as otherwise provided in the invitation to the Tender, the contractor hereby declares that the OBM's sold/supplied to the purchaser under the contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract.

(ii) The contractor hereby Guarantees that the said OBM's would continue to conform to the description and quality aforesaid for a period of **02 years (24 months)** from the date of delivery of the said OBM's to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and / or approved the said OBM's, if during the aforesaid period of **02 years (24 months)** the said OBM's 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 OBM's or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the Contractor and in such an event, the above mentioned warranty period shall apply to the OBM's rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the OBM's etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

(iii) The firm will guarantee that they will supply OBM's if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.

(iv) The firm will carry out periodical maintenance as per OEM's maintenance schedule.

(v) The Guarantee /Warranty period will commence from the date of complete supply of OBM's at consignee location in satisfactory condition.

(vi) In case, Manufacture's Standard Guarantee/ Warranty is for more than 2 years, then it will be applicable to purchaser also.

(vii) Necessary service and repair back up during the Guarantee / Warranty period shall be provided by the Firm (Seller) and the Firm (Seller) will ensure that the cumulative downtime period for the equipment does not exceed 30 days in a year.

(viii) Guarantee /Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in log book and intimation within 24 Hours will be given by user to supplier by E.Mail /Fax etc.

(ix) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 30 days or a common defect is noticed in more than 5 times of the quantity of goods with respect to a particular item / component / sub- component that complete item/equipment shall be replaced free of cost by the Firm (Seller) within a stipulated period of 15 days of receipt of the notification from the buyer duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied.

(x) Seller shall associate technical personnel of maintenance agency and Technician of buyer during Guarantee / warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.

(xi) Guarantee/Warranty will be comprehensive i.e inclusive of all Consumables and Spares of all types (except Fuel) and will be implemented on site as under:-

(a) Response time after information will be 07 days.

(b) Maximum time for repair/ replacement will be 15 days otherwise penalty for non- repair / replacement beyond the permissible time will be 0.5% of the cost of OBM per week or part thereof will be deducted.

(c) The total down time period for operation of OBM will be 30 days during guarantee / warranty period.

(d) Periodical / preventive maintenance will be carried out after every 06 months or as specified by Original Equipment Manufacturer (OEM) of concerned equipment on free of cost within 15 Nos of days.

xii) All consumable items (except fuel) including Oil filter, fuel filter, seals, hose pipes, engine oil, Secondary battery etc and spare required for periodical / preventive maintenance and rectifying the defects, will be provided by the supplying firm during Guarantee / Warranty period on free of cost.

2. DOCUMENTS TO BE DELIVERED TO THE CONSIGNEE

(a) One manual of OBM is to be provided to the consignee.

3. JOINT RECEIPT INSPECTION

(a) JRI will be done to check the quantity and the quality of OBMs supplied according to the tender specifications. Team will ensure the make and model of OBM is same as qualified during physical evaluation. Observations if any notice by inspection team shall be rectified by the Firm at their own cost. The schedule of JRI be intimated at least 30 days prior to the date of JRI.

(b) Inspecting agency

(i) DG NDRF or his authorized Rep and the technical representatives of Indian Register of Shipping (IRS) during physical evaluation of sample and JRI.

(ii) Inspection charges of classification society will be borne by the tenderer.

4. Tools to be delivered to consignee

(a) List of one set of tools specified by OEM for OBM be mentioned in the tender documents by the OEM/ Firm. The tools set should be supplied along with each OBM.





PROFORMA FOR SUBMISSION OF PRICE BID (OBMs)

{TO BE FILLED BY THE BIDDER & SEALED SEPARATELY}

- NB: (i) Tenders are requested to read the instructions given at the bottom of Price Bid Proforma carefully before filing the same.
(ii) Currency to be mentioned in columns D to K.

S/ No	Name of the store.	Qty (Nos / Sets)	Basic Rate s per Unit (IN R or Euro or US\$)	Price for Free Delivery to Consign ee Basis /CIF (INR or Euro or US\$).	Excise Duty, if any (in %) (INR or Euro or US\$)	Customs Duty, if any (in %) (INR or Euro or US\$)	Sales Tax/ VAT, if any (in %) (INR or Euro or US\$)	Any other leviable Taxes, Duties and Charges / surchar ges (please name) (in %) (INR or Euro or US\$).	Net price per unit (INR or Euro or US\$) (D+E+F +G+H+ I)	Total price (INR or Euro or US\$) (CxJ)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
1	OBM 40 HP Four stroke with one tool set	624								
	Total (Srl No. 1) in words									

PROFORMA FOR SUBMISSION OF PRICE BID (CMC of OBM's)



S/ No	Name of the items.	CMC of 01 OBM for one year. (INR)	CMC of 01 OBM for three years (INR)	CMC of total 768 OBMs for three years (INR)	Servi ce Tax, if any (in %) (INR)	Any other leviable Taxes, Duties and Charges/ surcharges (please name) (in %) (INR)	Total Charges for CMC of 768 OBMs for three years (INR) (E+F+G)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	Comprehensive Maintenance						
	Total (Srl No. 1) in words						

Note	(i) Complete commercial quote should be in one currency <u>i.e. either INR or Euro or US Dollar</u> . Currency of price should be clearly mentioned.
	(ii) For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into a single currency i.e. INR as per the selling exchange rates established by RBI/SBI as prevailing on the date of opening of Tender.
	(iii) Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt / Semi Govt Organization etc.
	(iv) Rates of OBM (Srl No. 1) along with one tool set would be considered for evaluation of Commercial Offer. The Tenderer will have to attach following documents in support of their offer: - <div style="margin-left: 40px;"> (a) Cost of transportation from country of origin to India. (b) Applicable custom duty in India. (c) Custom clearance charges in India. (d) Sale tax/VAT if any (e) Inland transportation charges from sea port to consignee(s) location (India). </div>
	(v) For deciding L-1, rates will be compared by taking the cost of OBMs with set of tools & cost of CMC of OBMs for 03 years beyond warranty period of 2 years inclusive of all the Taxes and Duties.
	(vi) Tenderers are required to indicate Basic Rate, Customs Duty, Excise Duty, Sales Tax / VAT and any other leviable taxes / charges separately within above Proforma. Any detail reflected outside the Proforma will not be accepted.
	(vii) No column to be left blank. Wherever amount is not quoted, the column should be clearly marked as ' <u>Nil</u> '.
	(viii) The decision/ interpretation of NDRF shall be final in all respect.

Rs



(OFFICIAL NOTE PAD OF THE OEM)

Dated: ____ / ____ / ____

To,

The Dy Inspector General (Proc),
HQ DG NDRF,
Lok Nayak Bhawan, Khan Market
New Delhi-110003.

UNDERTAKING

It is to certify that M/s _____ (name along with full address and contact details of the Indian agent) is hereby authorized to participate in NDRF Tender Enquiry No. _____ dated ____ / ____ / 2016 under the backing of _____ (name and full address with contact details of the OEM). Further _____ (OEM) undertaking to fulfill the following obligations in case M/s _____ (Indian Agent) fails on its commitments with respect to the tender:-

- Extend the Guarantee/Warranty cover to the products for a period of 05 years from the date of receipt of supply to NDRF.
- Ensure the availability of s spare parts for 10 years from the date of receipt of supply to NDRF.
- Provide after sales support to NDRF for the stores for 05 years. In case the dealership to M/S _____ (Indian agent) is cancelled withdrawn, for whatever reason, another firm in India would be nominated for meeting the obligations towards NDRF.

(Signature of the authorized signatory of the OEM)

(Name)

(Official seal of the OEM)

(Designation)

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

Commitments of the Buyer

1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer & authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.



The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 32,73,500/- or Euro 43,646/- or US \$ 48,140/- as Earnest Money / Security Deposit with the BUYER through any of the following instruments: -

5.1.1. An irrevocable Bank Guarantee(BG) in the name of DDO HQ NDRF, 9th Floor, Paryavaran Bhawan, CGO Complex, New Delhi of any Nationalized / Scheduled bank as per the format given at Appendix-6. If EMD is furnished in the form of BG, then it should be valid for 45 days beyond the validity period of the offer.

5.1.2 A FDR drawn in favour of DDO, HQ NDRF, 9th Floor, Paryavaran Bhawan, CGO Complex, New Delhi. The FDR should be payable at SBI (Safdarjung), New Delhi.

5.1.4. Foreign bidders should submit Earnest Money only in the form of Bank Guarantee confirmed by any Nationalized / Scheduled Bank in India.

5.2 In addition to conditions mentioned at Clause-7 of Schedule – I, in case of violation of the Integrity Pact, the BUYER will forfeit the EMD without assigning any reason for imposing sanction for violation of this Pact.

4. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

CS



- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Pact.

5. Fall Clause

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

- a) Shri sunil Verma, IA & AS (Retired),
Formerly Deputy C & AG, Government of India
C-559, Defence Colony, New Delhi-110024, Mobile No.09810004383

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable

to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its **signing** and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer

Designation

Deptt / MINISTRY / PSU

Witness

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.



CHECK LIST FOR TENDERERS

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

01.	Cost of Tender has been enclosed with Tender document, if downloaded from website. If not, then supporting documents proving exemption to this enclosed
02	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this enclosed.
03	If registered with NSIC or DGS&D, copies of valid registration certificate enclosed.
04	If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed.
05	Monthly manufacturing & supplying capacity has been mentioned in the tender documents
06	Complete tender documents have been enclosed, after signature & stamping on all pages
07	Signatures of witnesses with full name and address have to be added wherever required on tender documents
08	Proposal has been submitted in two bid system i.e. i) Technical bid online as well as offline. ii) Financial bid (Price Bid) only online as per Performa enclosed.
09	Offer validity as required in tender has been accepted & clearly mentioned in Tender documents
10	Delivery Terms & Period as per Tender has been accepted and mentioned in Tender
11	Payment Terms as per Tender have been accepted and mentioned in Tender
12	Compliance statement in format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter showing clearly whether it has been complied with or not.
13	Performance statement for 3 years as required in Tender along with copy of supply orders, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.
14	Warranty terms as per Tender has been accepted
15	Status of Tender has been clearly written in Tender i.e. manufacturer or authorized agent. If authorized agent, valid authority letter for the stores quoted from the manufacture has been enclosed. If agent of foreign principal, copy of valid DGS &D registration certificate as Indian Agent of Foreign Principal has been enclosed. If not, reasons in writing are given.
16	The following Performa's enclosed with tender have been properly & completely filled in, signed & stamped (i) Form 68(A)- Offer of stores (ii) Questionnaire (iii) Form 7, Proforma for equipment & quality control. (iv) Details of manufacturer (v) Undertaking to be given by foreign principal of Indian Agent.
17	The Tenderer has clearly been mentioned in writing that business dealings with their Firms has not been banned by any Govt./Private agency.
18	If agent of foreign principal, copy of necessary permission / clearance /license / authorization from the Central Govt. of India, to deal in or offer for sale the tendered stores, in case the tendered item comes within the purview of arms, tendered ammunition, explosives or explosive substances enclosed.
19	Copy of 100% illustrated list of all the spare parts with technical bid and with price (separately) with the price bid in pdf form enclosed.

20	Confirmation by foreign bidder(s) that, there are no Govt restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and / or for the export of any part of the system being supplied. Suppliers /Contractors shall obtain a certificate to this effect or authority concerned of their country and attached with technical bid.
21	Any specific condition if needed, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such conditions if mentioned in any other document shall not be given any consideration.
22	Copies of Govt. Notification in support of all applicable Taxes/Duties quoted in the offer have been attached.



SR

