

Government of India, Ministry of Home Affairs
Directorate General, National Disaster Response Force
(Procurement Branch)
Pt. Deendayal Antyodaya Bhawan, 9th Floor, CGO Complex,
New Delhi-110003
Tel No 011-24363265
E-mail dg.ndrf@nic.in

TE No. 1-17018/NDRR/1518/HQ-NDRF/2018 *4606*

Dated, the *28* June, 2018

1. On behalf of the President of India, DG NDRF invites on line tender in two-bid system for the procurement of 4800 Nos. Solar Mighty Light/Solar Emergency Lantern for NDRR detailed in the schedule.

Note:- Solar Mighty Light/Solar Emergency Lantern will be used by victims for lighting purpose in night and also as personal light at disaster site during calamity.

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 Instruction to Bidders (ITB). 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.

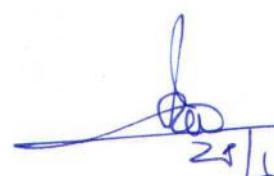
CRITICAL DATE SHEET

Tender Published on www.eprocure.gov.in , & www.ndrf.gov.in	<i>02/07/2018</i>
Bid Document download start Date	<i>03/07/2018 : 1000 Hrs</i>
Clarification Start Date	<i>03/07/2018 : 1100 Hrs</i>
Clarification End Date	<i>12/07/2018 : 1500 Hrs</i>
Pre-bid meeting	<i>12/07/2018 : 1500 Hrs</i>
Bid Submission Start Date	<i>18/07/2018 : 1600 Hrs</i>
Bid Submission End Date	<i>25/07/2018 : 1500 Hrs</i>
Bid Opening Date	<i>26/07/2018 : 1500 Hrs</i>

3. This tender enquiry contains following:-

- (i) Instruction to Bidders (ITB)
- (ii) Eligibility and Qualification criteria
- (iii) Schedule of requirements
- (iv) Technical Specifications
- (v) General Condition of Contract (GCC)
- (vi) Special Condition of Contract (SCC)
- (vii) Standard formats

Enclosure: As above.



(J.K.S. Rawat)

DIG (Prov.), NDRF

For and on behalf of the President of India

Directorate General (NDRF)

Ministry of Home Affairs

New Delhi

Copy to:-

SI, In-charge (IT Cell)



Upload the tender on NDRF website please.

INSTRUCTION TO BIDDERS (ITB)

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>

1. REGISTRATION

- 1.1 Bidders are required to enroll 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.
- 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.
- 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.
- 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.
- 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.
- 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.

2. SEARCHING FOR TENDER DOCUMENTS

- 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, organization 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 organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 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.
- 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)

4. PREPARATION OF BIDS

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 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.



- 4.3 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.
- 4.4 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.

5. SUBMISSION OF BIDS

- 5.1 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.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4 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 & time 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.9 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.
- 5.10 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.



6. **ASSISTANCE TO BIDDERS**

- 6.1 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.
- 6.2 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.
- 6.3 For any queries, the bidders are asked to contact through e-mail:hq.ndrf@gov.in or by phone: 011-24363265 or CPPP toll free no. 1800-233-7315.



28/6
(J.K.S. Rawat)

DIG (Prov.), NDRF

For and on behalf of the President of India

By. Inspector General
Directorate of DRF
Ministry of Affairs
New Delhi



ELIGIBILITY AND QUALIFICATION CRITERIA

1. Only those firms which are manufacturer or their authorized dealers/distributors are eligible to quote in the tender.
2. Authorized dealers/distributors should attach a certificate of Authorized Dealership/ distributor along with their bid.
3. Certificate of Authorized Dealership / Distributorship must be valid at least for 01 year from the date of opening of the Tender



(J.K.S. Rawat)

DIG (Prov.), NDRF

For and on behalf of the President of India

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



SCHEDULE OF REQUIREMENTS - I

LIST OF STORES

S.NO	DESCRIPTION OF STORES	QTY
01	Solar Mighty Light/Solar Emergency Lantern	4800 Nos.

Note:- Solar Mighty Light/Solar Emergency Lantern will be used by victims for lighting purpose in night and also as personal light at disaster site during calamity.

28/1
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*Dy. Inspector General
Director
Ministry of Home Affairs
New Delhi*



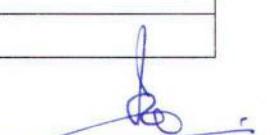
SCHEDULE OF REQUIREMENTS - II

LIST OF CONSIGNEES

NAME & ADDRESS OF CONSIGNEE AND QUANTITY

SN	ADDRESS OF CONSIGNEE	Qty	STORES
01	The Commandant 01 Bn NDRF, Patgaon, Po-Azara, Guwahati (Assam), Distt- Kamrup, Pin-781017 R/Stn- Guwahati	400 Nos	Solar Mighty Light/Solar Emergency Lantern
02	The Commandant 02 Bn NDRF, Haringhata Near RRT Post Office MohanpurDistt – Nadia West Bengal Pin 741246	400 Nos	Solar Mighty Light/Solar Emergency Lantern
03	The Commandant 03 Bn NDRF, Mundali, Post : Mundali, Distt-Cuttack,(Odisha) R/Stn-Cuttack	400 Nos	Solar Mighty Light/Solar Emergency Lantern
04	The Commandant 04 Bn NDRF, Arakkonam, Post Suraksha Campus Distt. Vellore (TN) Pin Code - 631152 R/StnArakkonam	400 Nos	Solar Mighty Light/Solar Emergency Lantern
05	The Commandant 05 Bn NDRF, Village – Sadumbare, Taluka – Maval, Distt – Pune Maharashtra R/Stn - Talegaon,	400 Nos	Solar Mighty Light/Solar Emergency Lantern
06	The Commandant 06 Bn NDRF, Jharod Camp Crpf, The WagodiaDistt: Vadodara (Gujarat) 351510 R/Stn- Vadodara	400 Nos	Solar Mighty Light/Solar Emergency Lantern
07	The Commandant 07 Bn NDRF, Post Box-81, Bibiwala Road, Distt- Bhatinda (Punjab) R/Stn : Bhatinda (Punjab)	400 Nos	Solar Mighty Light/Solar Emergency Lantern
08	The Commandant 08 Bn NDRF, Kamla Nehru Market, Sector-19, Ghaziabad (UP)	400 Nos	Solar Mighty Light/Solar Emergency Lantern
09	The Commandant 09 Bn NDRF, NH-30, Ara Road, Bihta, Patna (Bihar)	400 Nos	Solar Mighty Light/Solar Emergency Lantern
10	The Commandant 10 Bn NDRF, Acharya Nagarjuna University Campus, PO- Nagarjuna Nagar, Distt.: Guntur (A.P)- 522510	400 Nos	Solar Mighty Light/Solar Emergency Lantern
11	The Commandant 11 th BN NDRF, Gautam Budh Bhawan, Maqbool Alam Road, Varansi (U.P.) - 221002	400 Nos	Solar Mighty Light/Solar Emergency Lantern
12	The Commandant 12 th Bn, NDRF, Vill+Po- Doimukh, Distt- Papum Pare, State- Arunachal, Pradesh-791112	400 Nos	Solar Mighty Light/Solar Emergency Lantern
	Total	4800	




 28/6
 (J.K.S. Rawat)
 DIG (Prov.), NDRF
 For and on behalf of the President of India
 Dy. Inspector General
 Directorate of NDRF
 Ministry of Home Affairs
 New Delhi

SCHEDULE OF REQUIREMENTS - III

GUARANTEE/WARRANTY

- i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods, stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contact.
- ii) The contractor hereby guarantees that the said Equipment/articles would continue to conform to the description and quality aforesaid for a period **01 year** or the manufacturer's/dealers standard Guarantee/Warranty whichever is more from the date of delivery of the said Goods/store/Equipment/articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said Goods/stores/Equipment/ articles, if during the aforesaid Guarantee/warranty period of **01 year**, the said Goods/stores/equipment/articles be discovered not to confirm to the description and quite aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the Goods/Stores/equipment/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the Goods/stores/equipment/ articles rectified from the date of rectification thereof. In case failure of the contractor to rectify or replace the goods etc. within specified Time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
- iii) The firm will Guarantee/Warranty that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.
- iv) The store supplied against an order shall bear warranty of the contractor against defective material/ workmanship and performance for a period of **01 year** from the date of receipt of the stores at consignee depot. If during the period the stores supplied are found by consignee to be so defective, the same shall be replaced immediately with serviceable stores, without any charges or cost.
- v) Guarantee/Warrante 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) After intimation of defect to firm, maximum time for repair/ replacement of store will be 15 days.
 - b) Penalty for non-repair beyond the repair time i.e. 15 days will be @ 0.5% per week or part thereof of the cost of the Goods/stores/equipment/article in case the stores is rendered non-operational due to the defect.
- vi) In case, Manufacturer's Standard Guarantee/Warrante is for more than 01 year than it will be applicable to purchaser also.
- vii) Warranty period will start from the date of acceptance of stores in full and final quantity in satisfactory condition after due inspection and/ or on successful installation and commission as applicable.
- viii) The periodical maintenance/ servicing during guarantee/ warrante period of equipment will be carried out by the firm free of cost as specified by the OEM.
- ix) The firm will supply spare parts of the equipment for 03 years from date of receipt of equipment as and when requested by the buyer.



(Signature of the Owner/
Auth. Rep. of the firm
Date:

SCHEDULE OF REQUIREMENTS - IV

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.

[Signature]



5. Gross weight of consignment. (Net weight of each item)
6. PAN
Confirm whether you have attached photocopy of PAN Card duly attested.
7. Whether registered with MSME or Distt. Industry Centre (DIC) for subject store as manufacturer MSE (Micro & Small Enterprises). If yes, upload photocopy of following
 - i) Registration certificate validity date
 - ii) Tendered store is covered or not
 - iii) Specify Monetary Limit in Rs.
 - iv) Production capacity per month
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 9.9 of the Manual for Procurement of Goods, 2017. **It should, be noted that an omission to answer these 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.:
- 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.
 - 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.

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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.

17. 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./Dept. of any Central / State Government. If yes, then give the details otherwise upload the self-declaration certificate with technical bid.

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. Full address of GSTax assessment /Return office.
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. Any criminal or civil case pending against firm or owner of the firm (furnish details thereof):
26. Full address of Income Tax office.

Signature of Witness:	Signature of Tenderer:
Full name (Block letters)	(1) Full name (Block letters). (2) Address
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



SCHEDULE OF REQUIREMENTS - V

PERFORMANCE STATEMENT FOR LAST TWO YEARS

1. Name of Firm _____

2. Details of orders executed/completed in last 02 years:-

NB:- Proforma given below be properly filled with correct details, else all supporting documents are liable to be treated as invalid and Bids may become liable for rejection.

S.N	Order placed by whom with Order No & date	Store	Qty	Value	Original delivery period	Extended Delivery period	Quality Supplied		Remarks (To include Reasons for Delay/Cancellation/ Complaints etc.)
							In original D/P	In extended D/P	
1									
2									
3									
4									
5									

3. Year of Origin of Firm : _____

4. Yearly Turn over : _____

5. Yearly manufacturing capacity in Quantitative terms : _____

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

7. Supporting documents, like copies of supply order, Inspection /JRI/ note, etc for executed orders.



SCHEDULE OF REQUIREMENTS - VI

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(To be compulsory filled by OEM or their authorized distributor)

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

1. Details of firm

(a) Name : _____

(i) Office : _____
(ii) Address : _____
(iii) Telephone : _____
(iv) Fax : _____
(v) e-mail : _____
(vi) Mobile No : _____

(b) Works : _____
(i) Address : _____
(ii) Telephone : _____
(iii) Fax : _____
(iv) e-mail : _____
(v) Mobile No. : _____

2. Location of manufacturing works/factory.

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

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

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

4. Whether the process of manufacture in factory is carried out with the aid of power or without it.

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

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

(a) Normal _____

(b) Maximum _____



7. Details of arrangements for quality control of products such as laboratory etc.
8. (a) Details of Technical/ Supervisory Staff in-charge of production & Quality control.
(b) Skilled labour employed.
(c) Unskilled labour Employed.
(d) Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application.

PLACE : _____
DATE : _____

SIGNATURE OF THE TENDERER
Designation _____
Company/ Firm _____

N.B.: (1) Details under column 5 to 8 inclusive need to be restricted to the extent they pertain to the item(s) under reference.



SCHEDULE OF REQUIREMENTS - VII

FORM – 68-A (OFFER STORE)

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. Schedule of requirements III to VII 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 _____

SPECIFICATIONS OF SOLAR LAMP WITH SEPARATE CHARGING DEVICE

General Information and Description

Solar Lamps were designed by an Inter-Agency Expert product development team adapted, to be used victim indoor and outdoor environments (fit-for-purpose), to be used in tents or other type of shelters. Alternatively it can also be used as personal light. The distribution of solar lamps to victims is essential in order to improve security, and provide better living circumstances at victim locations.

Technical specifications

S/No.	Denomination and norms	Required minimum values
1.	Design:	The design could come with a separate charging device. Compact packaging is an advantage. To ensure longer life span of the product replaceable battery function is required.
2.	Battery type:	Rechargeable and replaceable battery, NiMH. RoHS-compliant.
3.	Light Emitting Diodes (LED):	Suppliers must provide the brand name of LED used in the product.
4.	Light output:	Minimum 4 Lux output on full power measured on the floor, from 2.20 m height. The testing has to be done at start, and at 3.5 hours after turning on the product.
5.	Autonomous time (running time):	Based on charging on direct sunlight for 8 hours, the product has to work minimum 8 hours on full power, and minimum 12 hours on half power. The product has to come with 3 functions: Option 1: Off; Option 2: Half Power; Option 3: Full Power. Battery capacity should maintain minimum of 5 hours capacity after 3 years at full power.
6.	Viewing angle:	Optics from 80° to 120°
7.	Light color:	Suitable for requirements.
8.	Operational conditions (IP Certificate):	Minimum IP 63.
9.	Weight:	Maximum 500 g preferable.
10.	Volume:	Lowest volume possible is preferred by purchaser in order to maximize the effectiveness of packing and palletizing.
11.	Warranty:	1 year from purchase.
12.	Life Span:	Min. 3 years from the time of distribution (min. 1000 charging cycle).
13.	Working Temperature:	The product has to work between -10° to 50° Celsius. Shall resist tropical weather conditions (high humidity, extreme temperature changes, dust, etc.).
14.	Fixation\Hanging and Security System:	Multiple options to hang, to fix or to secure the lamps are preferred in order to maximize efficiency. Built-in anti-theft or disabling design preferred.
15.	Required Supporting Documentation:	<ul style="list-style-type: none"> • Instruction manual (in English, and Hindi languages, with visual illustration by pictograms) • Data sheet (containing complete information regarding specifications, testing, performance of the product)
16.	Optional feature:	Mobile Charging. This product will be tested to provide lighting and to charge mobile phones at the same time by both mains and solar electricity.



Note:-

- | | |
|-----|---|
| 01. | Supplier should produce a valid test report from Central Govt./NABL/ILAC Lab to prove conformity to the specification, feature & functional parameters of equipment.. |
| 02. | The confirmation that the stores are meeting the specification should be supported by adequate Documents/Literature etc. |
| 03. | These Documents of all stores offered be numbered and attached after all appendices and the numbering may be in continuation. |
| 04. | Supplier should provide all kinds of after sale services as per the prescribed life of the product. |

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(J.K.S. Rawat)

DIG (Prov.), NDRF

For and on behalf of the President of India

Dr. Inspector General
Directorate General (NDRF)
Ministry of Home Affairs
5, New Delhi
New Delhi



GENERAL CONDITION OF CONTRACT (GCC)

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. 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>
3. **PURCHASER'S DISCRETION**:- Director General NDRF reserves the right to:-
 - 3.0 Cancel /reject any or all the tenders without assigning any reason.
 - 3.1 Increase or decrease the quantity at any stage without assigning any reason.
 - 3.2 Change the consignees and allocation of quantities at any stage without assigning any reason
4. **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.
5. **EARNEST MONEY**
 - 5.0 All firms who are not registered as MSEs as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule. Bidders are required to submit Earnest Money Deposit (EMD) to the amount as mentioned in the tender schedule.
 - 5.1 For claiming exemption from depositing earnest money, tenderer should be registered with MSEs for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.
 - 5.2 **Earnest Money can be deposited in any one of the following forms, before bid submission end date& time physically otherwise bids will be liable for rejection:-**
 - 5.2.1 **An irrevocable Bank Guarantee (BG)** in the name of PAO, NDMA, New Delhi - 110066 of any Nationalized/Scheduled Bank. The Bank guarantee should be payable at SBI, Safdarjung Enclave, New Delhi (**Code No. 013182**)or any Nationalized Bank located in Delhi or New Delhi. The format is attached with this TE. **If EMD is furnished in the form of BG, then it should be valid for 45 days beyond the validity period of the offer.**
 - 5.2.2 An FDR in favour of PAO, NDMA, New Delhi. The FDR should be payable at SBI, Safdarjung Enclave, New Delhi or any Nationalized Bank located in Delhi or New Delhi.
 - 5.3 The Earnest money shall be valid and remain deposited with the purchaser for the prescribed period as mentioned in the Special Condition of Contract (SCC). If the validity of the tender is extended, the validity of EM document 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.
 - 5.4 No interest shall be payable by the purchaser on the EM deposited by Tenderer.
 - 5.5 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.
 - 5.6 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.



- 5.7 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.
- 5.8 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.
- 5.9 Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required Earnest Money in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
- 5.10 In place of bid security, Bidders to sign a Bid security declaration accepting that if Firm withdraw or modify their bids during the period of validity or if firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the bids.

6. 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.

7. FOR FOREIGN BIDDERS ONLY:-

It shall also be confirmed by foreign bidder(s)/OEM 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.

8. TWO BID SYSTEM: Tenderers are required to submit their offers ONLINE in two bid system i.e. in separate sealed as under:-

8.0 FIRST COVER SHOULD CONTAIN THE SCANNED COPIES OF FOLLOWING ELIGIBILITY INFORMATION (IN .PDF FILES) :-

- 8.0.1** Scanned copy of Technical bid along with its specification leaflets, brochures, if any. Composition of technical bid like:-
- Scanned copy of Instruction to Bidders (ITB) duly signed.
 - Scanned copy of Eligibility and Qualification criteria duly signed.
 - Scanned copy of all the Schedule of requirements
 - Scanned copy of Technical Specifications duly signed.
 - Special Condition of Contract (SCC) duly signed.
 - General Condition of Contract (GCC) duly signed.
 - Scanned copy of all the Standard formats duly signed without quoting price/ taxes in the price bid proforma
 - 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

- 8.0.2** Scanned copy of documents of Earnest money
(or)

Scanned copy of Deptt. of MSME registration certificate for MSEs.

- 8.0.3** Scanned copy of PAN Number/ Proprietors Individual PAN No. in case of Proprietorship concerns



8.1 SECOND COVER SHOULD CONTAIN THE FOLLOWING:-

- 8.1.1** Price bid / Financial Bid to be submitted ONLINE as per financial Bid proforma (Standard format of this tender enquiry) i.e. to be filled in the BoQ (excel worksheet) and also enclose the same in PDF format separately.
- 8.1.2** If the BoQ of excel format would not calculate the exact amount at the time of bidding then the price bid uploaded by the in PDF format will be considered.
- 8.1.3** Tenderer will attach copies of Govt. Notification in support of all applicable Taxes/Duties quoted in the offer (in PDF format).
- 8.2** 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/QRS and qualifies all technical requirements and terms & conditions as per TE. However, purchaser reserves the right to cancel/reject the tender/offer without assigning any reminder.

9. PRICE

- 9.0** The Tenderers are required to quote prices on Free delivery to consignee basis. Price will be quoted in figures as well as in words Indian currency only. L-1 for the store item will be decided inclusive of all Taxes / Duties and all other leviable charges. Format for submission of Price Bid is attached with this Tender Enquiry.
- 9.1** 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.
- 9.2** 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.
- 9.3** Benefit of decrease in levies will be passed on to the purchaser.
- 9.4** Tenderers are required to indicate Basic Prices, GST and any other leviable taxes/ charges separately within the Performa for Price Bid given at Standard Format-III. 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.

10. EXEMPTION FROM DUTIES/TAXES:-

- 10.0** The firm has to mention prevailing Custom Duty/ other taxes in the proforma along with price bid and **must attach copy of Govt. notification in this regard**. If Custom Duty/ any other taxes is quoted /reflected as “Nil” or “Zero” under relevant column of Price Bid, no Custom Duty Exemption Certificate (CDEC)/any other tax exemption will be granted. Subsequently, upon placement of supply order, no further request will be entertained in this regard.

Note: No custom duty exemption certificate will be provided by the NDRF

- 10.1 Octroi and Local Taxes**:As per para 6.8.2 of Manual for Procurement of Goods, 2017, in case the goods supplied against contracts placed by Procuring Entity are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies, the suppliers should inform accordingly by incorporating suitable instructions in the tender enquiry document and in the resultant contract. Wherever required, the supplier should obtain the exemption certificate from the Purchasing Department to avoid payment of such levies and taxes. In case such payments are not exempted (or are demanded in spite of the exemption certificate),the supplier should make the payment to avoid delay in supplies and forward the receipt to the Purchasing Department for reimbursement and for further necessary action



11. TENDER SAMPLE

- 11.0 Tender sample is required along with offer/bid. Tenderer are requested to deposit **01 No. Solar Mighty Light/solar Emergency Lantern** as tender sample in sealed box with DIG (Prov.) HQ DG NDRF, Pt. Deendayal Antyodaya Bhawan, 9th Floor, CGO Complex, New Delhi on due date and time of opening of tender. In case, tenderer fails to deposit tender sample on due date and time, offer/bid of the firm will be rejected. Physical evaluation of tender sample will be carried out by a detailed committee in presence of representative of firm in respect of those firms who qualify in technical evaluation. No extension for submission of tender sample shall be granted in any circumstances due to emergent requirement of the stores. The Tender sample will be kept with DIG (Prov.) HQ DG NDRF till finalization of tender.
- 11.1 Tenderer shall furnish valid test report from ILAC/NABL/Govt. approved laboratory confirming specifications mentioned in this tender enquiry for their offered model/store issued in favour of OEM or his authorized dealers. The offer received without lab test report as above is liable to be rejected.
- 11.2 The Lab test report 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 original test report/certificate is required to be produced as and when called for by Technical Evaluation Committee.
- 11.3 The purchaser also reserves the right to carry out the inspection/lab test of the samples submitted by the tenderer at any stage and the cost of test from the ILAC/NABL/ Govt. Approved Lab or any other agency should be borne by the tenderers.
- 11.4 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
- 11.5 In case, bidder submits Lab Test Report, then tender sample should have card affixed duly signed and stamped by concerned lab from where the Lab Test Report of the intended tender sample issued otherwise the offer is liable for rejection.
- 11.6 Sample sent on "**FREIGHT TO PAY**" basis will not be accepted and the tenderer would submit sample on No cost and No commitment basis.
- 11.7 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.
- 11.8 Samples submitted by the tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from NDRF. In case samples are not collected within given time, the samples will be disposed off.

12. PACKING & MARKING: Store shall be packed properly to avoid any damage during transit, loading/unloading as per clause-12 of General Conditions of Contract DGS&D-68 (Revised).

13. SUPPLY OF ORDERED STORES

- 13.1 Bulk supplies in the case of successful Tenderers should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in the tender enquiry.
- 13.2 Tenderers will be fully responsible for proper testing and making the equipment functional before acceptance of stores and the final settlement of account.

- 13.3 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.
- 13.4 The stores supplied should be of best quality and free from all defects. 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.

14. RIGHT TO REJECTION

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

15. PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES:

- 15.1 In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 9.7.9 & 9.7.10 Manual for procurement of Goods, 2017.
- 15.2 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.

16. DELIVERY OF STORES

- 16.1 Free delivery to consignee(s) basis.
- 16.2 Delivery period will include the inspection and replacement of rejected lot.
- 16.3 Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.
- 16.4 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.
- 16.5 No grace period will be provided after the stipulated delivery period.
- 16.6 No lead time will be given.

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

- 17.1 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.
- 17.2 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.



18. 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 7.5.4 of Manual for Procurement of Goods, 2017.

19. RISK PURCHASE CLAUSE

- 19.1 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.
- 19.2 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.
- 19.3 The purchaser reserves the option to give a purchase/price preference to offers from public sector units and SSI unit over other Firms in accordance with the policies of the Govt. from time to time.

20. PERFORMANCE SECURITY

- 20.1 The Performance Security would be required within 21 days from the date of issue of AT / confirmed supply order and would be released after the obligations of the firm are successfully met.
- 20.2 In terms of Rule, 170 of GFR, 2017 and para 6.1.2 of Manual for Procurement of Goods, 2017 all the successful Tenderers irrespective of their registration status with MSME for MSEs (Micro & Small Enterprises) 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 21 days of issue of contract. It should be valid up to 60 days beyond the expiry of Warrantee / Guarantee period.
- 20.3 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.

21. PAST PERFORMANCE STATEMENT

- 21.1 Tender should submit their performance statement of supplying of such type of store in last two years in the enclosed proforma attached with this Tender Enquiry.
- 21.2 The decision on the assessment of the past performance of the Tenderer by DG NDRF will be final.

22. LAW GOVERNING THE CONTRACT

- 22.1 The contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.
- 22.2 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.

23. ARBITRATION

- 23.1 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.

- 23.2 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.
- 23.3 Sole arbitration will be by Secretary, Ministry of Home Affairs, Govt. of India or by some other person appointed by him as provided in para 9.9 of Manual for Procurement of Goods, 2017.

24. PENALTY FOR USE OF UNDUE INFLUENCE

- 24.1 The Seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.

25. AGENT AND AGENCY COMMISSION

- 25.1 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.
- 25.2 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.
- 25.3 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.

25.4 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.

26. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

- 26.1 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.
- 26.2 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.

27. 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.

28. 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.

29. TERMINATION OF CONTRACT

- 29.1 Time shall be the essence of the contract.
- 29.2 The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-
 - 29.2.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
 - 29.2.2 The Seller is declared bankrupt or becomes insolvent.
 - 29.2.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.
 - 29.2.4 In case Performance Security is not furnished within 21 days from the date of issuing of AT.
 - 29.2.5 In case the seller fails to supply the store within scheduled delivery period in which case Performance Security Deposit shall also be forfeited.

30. CORRESPONDENCE PROCEDURE

- 30.1 Any **Query /Clarification/ Representation** related to this Tender must be strictly be addressed to DIG (Prov.), Procurement Branch, HQ DG NDRF, Pt. Deendayal Antyodaya Bhawan, 9th Floor, CGO Complex, New Delhi-110003, (Email:hq.ndrf@nic.in, Tele No. 011-24363265, Fax No. 011-24363261) only, till the issuance of A.T.
- 30.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.
- 30.3 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.

31. QUERY AND CLARIFICATIONS

- 31.1 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.
- 31.2 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.
- 31.3 For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit our website www.ndrf.gov.in and CPP Portal (www.eprocure.gov.in) regularly. **Any changes/modifications in tender enquiry will be intimated through these websites only.**
- 31.4 Tenderers are advised to visit above websites regularly to obtain updated information.

32. **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/AT documents.

(J.K.S. Rawat)

DIG (Prov.), NDRF

For and on behalf of the President of India

Dy. Inspector General
Directorate of Procurement
Ministry of Home Affairs
New Delhi



SPECIAL CONDITIONS OF CONTRACT (SCC)

(If any instruction contained in this tender is contrary to instruction mentioned in general conditions of contract, the special condition of contract will prevail.)

1.	Time and date of receipt of Tender	:	See at page No-1
2.	Time and date for opening of Tender	:	
3.	Tender Cost	:	Nil
4.	Store	:	Solar Mighty Light/solar Emergency Lantern
5.	Quantity	:	4800 Nos
6.	Validity of offer	:	06 Months (180 days) from date of opening of Tender.
7.	INSPECTION	:	
	(a) Authority		Director General, NDRF or his authorized representatives/Agency. (Inspection Charges, if any, will be borne by the Tenderer).
	(b) Survey/ Function Trial	: (i)	Survey and functional trial of Solar Mighty Light/solar Emergency Lantern will be carried out by respective consignee by constituting a Board of Officers (BOO) at their level.
		: (ii)	If any Solar Mighty Light/solar Emergency Lantern is rejected in final inspection/trial as not conforming to Tender Specifications the same Stores must be replaced within scheduled Delivery Period before final acceptance.
		: (iii)	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.
		: (iv)	The consignee's right of rejection in this regard will be final and absolute.
8.	Earnest Money	: (i)	Rs. 1,92,000/- (Rupees One Lakh Ninety Two Thousand) only with 06 Months validity from date of opening of Tender.
		: (ii)	In case, EMD is furnished in the form of BG then it should be valid for 7 months 15 days from the date of opening of Tender.
9.	Purchaser's Discretion	:	NDRF reserves the right to:- 1.0 Cancel /reject any or all the tenders without assigning any reason. 1.1 Increase or decrease the quantity at any stage without assigning any reason. 1.2 Change the consignee and quantities at any stage without assigning any reason
10.	Terms of Delivery	:	Free delivery to consignee basis.
11.	Delivery period	:	(i) 04 Months from the date of issue of AT. (ii) The date of final acceptance in full and final quantity after survey/inspection/field trials at consignee locations shall be the date of delivery. (iii) No lead time will be granted. (iv) No grace period will be granted.
12.	Payment Terms		Consignee's wise 100% payment will be processed for payment on receipt of stores in good condition and



			Demonstration of the stores will be provided by the firm at the time of survey/line committee of store at each consignee location.
13.	Eligibility Criteria	:	<p>(i) Only those firms which are manufacturer or their authorized dealers/distributors are eligible to quote in the tender</p> <p>(ii) Authorized dealers/distributors should attach a certificate of Authorized Dealership/ distributor along with their bid.</p> <p>(iii) Certificate of Authorized Dealership / Distributorship must be valid at least for 01 year from the date of opening of the Tender</p>
14.	Penalty	:	<p>i) 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.</p> <p>ii) In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per rules.</p>
15.	Guarantee/Warranty	:	<p>(i) 1 year as per schedule of requirement-III</p> <p>(ii) 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 on successful installation and commission as applicable.</p>
16.	Training	:	Firm will provide operational / technical training at one consignee's locations for a duration of 01 day free of cost.
17.	Pre-bid conference	:	<p>(i) It will be held on at Conference Room, HQ DG NDRF, Pt. Deendayal Antyodaya Bhawan, 9th Floor, CGO Complex, New Delhi- 110003 at the time and date mentioned at page No.1.</p> <p>(ii) In case of any objection/ suggestion in tender QRs/ Specifications bidder should come along with sample equipment to demonstrate the sample in Pre Bid conference or give proper presentation / literature in their support in writing.</p>
18	Language of all bid documents, correspondences and technical literature etc. shall be English only. The bidders are required to submit their price bid/EMD/PSD in Indian Rupees only.		
19	The date of manufacturing of the tendered equipment/ store should not be older than the year of tendering i.e. 2018.		
20	All tests and trials will be carried out to the entire satisfaction of the buyer.		

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(J.K.S. Rawat)

Dy. Inspector General (Prov.)

For and on Behalf of President of India

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



STANDARD FORMATS - I

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..... 2018/19.

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

STANDARD FORMATS - II

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The PAO, NDMA
A-1, Safdarjung Enclave
New Delhi

WHEREAS..... (name & address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated..... to supply (description of goods & services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a schedule commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be a default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing, to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demand the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the.....day of20.....

(Signature of the authorized officer of the Bank)

.....
Name & designation of the officer
.....

Seal, name & address of the Bank & address of the Branch & Telephone No.



STANDARD FORMATS - III
PROFORMA FOR PRICE BID

(TO BE FILLED BY THE BIDDERS & SEALED SEPARATELY)

- NB :- (i) Tender Inviting Authority : DG NDRF
(ii) Name of work : Procurement of Solar Mighty Light/solar Emergency Lantern
(iii) Contract No. : 1-17018/NDRR/1518/HQ-NDRF/2018 *Y606*
(iv) **Tenders are requested to read the instructions given at the bottom of Price Bid Proforma carefully before filing the same.**

S/No.	Item Description	Item Code/ Make	Quantity	Units	Basic Rate for one unit in figures to be entered by the Bidder (in INR)	GST for one unit (in INR)	Any other Charges for one unit (in INR)	Total Amount without taxes (column 4 x 6)	Total Amount with taxes [column 4 x (6+7+8)]
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	Solar Mighty Light/solar Emergency Lantern	Item1	4800	Nos.					
Total in Figures									
Total Rate in Words									

Note:- Tenderers are requested to read the instructions given below the Price Bid Proforma carefully before filling the same:-

- The complete commercial quote should be in one currency only i.e INR.
- Tenderers are required to indicate Basic Rate, GST and any other leviable taxes/ Charges separately in the relevant columns of the proforma. Any taxes/ duties / charges reflected outside the Proforma will not be accepted.
- Entry tax / Octroi /Toll tax and other Statutory Taxes will be applicable at actuals, if admissible.
- Tenderer will attach justification of price quoted. This also includes the recently executed contracts of the store in question with Govt./ Semi Govt. organization etc.
- Firm will provide consumable & spares free of cost during demonstration and training.
- No column should be left blank. Wherever amount is not quoted, the column should be clearly marked as Nil. ("Nil")



