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 Directorate General, National Disaster Response Force  
 (Procurement Branch)  
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T/E No. 1-17018/PROC/1356/HQ-NDRF/2016/ 825

Dated, the 19 July' 2016

1. On behalf of the President of India, DG NDRF invites you to tender in two-bid system for the supply of **68 NOS CHIPPING HAMMER MEDIUM WEIGHT (08-12 KG), 09 NOS CHIPPING HAMMER HEAVY WEIGHT (25-30 KG), 16 NOS CHIPPING HAMMER BITS FLATS FOR MEDIUM WEIGHT, 16 NOS CHIPPING HAMMER BITS POINTED MEDIUM WEIGHT, 02 NOS CHIPPING HAMMER BITS FLATS FOR HEAVY WEIGHT AND 02 NOS CHIPPING HAMMER BITS POINTED HEAVY WEIGHT** detailed in the schedule.
2. The complete Tender Set is available on CPPP e-procurement site <https://eprocure.gov.in/eprocure/app> as well as NDMA/NDRF and CD web site [www.ndma.gov.in](http://www.ndma.gov.in) & [www.ndrfandcd.gov.in](http://www.ndrfandcd.gov.in). The tenderers can download the tender set from these web sites.
3. This tender enquiry has following Schedules and appendices:-

**(I) SCHEMES**

- (i) Schedule-I = Condition of tender
- (ii) Schedule-II = Special instructions
- (iii) Schedule-III = List of stores
- (iv) Schedule-IV = List of consignee
- (v) Schedule-V = Specification
- (vi) Schedule -VI = Instruction for online Bid Submission

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

- (i) Appendix-1 = Offer of stores
- (ii) Appendix-2 = Details of firm
- (iii) Appendix-3 = Performance statement for last 3 years
- (iv) Appendix-4 = Proforma for equipment and quality control (Form 7) with Annex-4(A)
- (v) Appendix-5 = Bank Guarantee Proforma for EMD
- (vi) Appendix-5(A) = Bank Guarantee Proforma for performance Security.
- (vii) Appendix-6 = Guarantee / Warranty clause
- (viii) Appendix-7 = Check list of Tenderers
- (ix) Appendix-8 = Model ECS Mandate Format.

Enclosure: Aforesaid schedules & appendices.

(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

Copy to: -

1. The Joint Advisor (Comm & IT), NDMA, N/Delhi : You are requested to float this tender enquiry on NDMA website please. Soft copy enclosed.
2. SI, In-charge (IT Cell) : Upload the tender on NDRF website please.

## 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 & conditions of the tender are understood and accepted should be signed and submitted in original along online through e-procurement site <https://eprocure.gov.in/eprocure/app>.
2. The conditions of contract, which will govern any contract made, are contained in the
  - (i) Pamphlet No. DGS&D-39 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date.
  - (ii) Pamphlet No.DGS&D-229. [All condition of Rate Contract contained in Booklet of DGS&D – 229 will be applied in instant tender also].
  - (iii) Any special conditions attached to this invitation of tender will also form the part of the conditions.
  - (iv) DGS&D Form No.68 (Revised).
3. **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).
  - 3.1 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.
  - 3.2. 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.
  - 3.3. 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.**
  - 3.4. Clause 24 i.e. Arbitration:-  
In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute DG, NDRF for DG, DGS&D
  - 3.5. Similarly, the reference to DGS&D wherever appearing may be suitably modified,
  - 3.6. Following amendments may be carried out in the Pamphlet No DGS&D-229 containing various instructions to tenders.
- 3.7 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, UP.  
The Superintendent, Government Printing & Stationery, Mumbai.  
The Superintendent, Government Press, Chennai.  
The Superintendent, Government Printing & Stationery, Nagpur.  
The Superintendent, Government Printing, Gulgargbag, Patna (Bihar). DGS&D  
New Delhi and its Regional offices at Mumbai, Chennai, Calcutta and Kanpur.  
Government of India Book Depot, 8 Hastings Street, Calcutta.  
Proc cell HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan  
Market, New Delhi - 110003



4. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and submitted online through e-procurement site <https://eprocure.gov.in/eprocure/app>.

5. **PURCHASER'S DISCRETION**

- (I) Director General NDRF reserves the right to cancel /reject any or all the tenders without assigning any reason.
- (ii) Director General NDRF reserves the right to increase or decrease the quantity at any stage without assigning any reason.
- (iii) DG reserves the right to change the consignees and allocation of quantities at any stage without assigning any reason.

6. **REGISTRATION OF INDIAN AGENTS OF FOREIGN POLICY**

- (i) The offers from the Indian agents of foreign principal, not enlisted with DGS&D for such products **EXCEPT PROHIBITED ITEMS** as per the Foreign Trade Policy of Govt. of India under compulsory registration scheme of *Department of Expenditure, Ministry of Finance* on the date of opening of technical bids, will be considered and will be ignored unless they enclose document showing that they have already applied for enlistment with DGS&D in their tender.
- (ii) However, offers from the Indian agents, who have applied to DGS&D for registration/enlistment before the time & date of opening of technical bid; such offers will be further processed if they can secure enlistment with DGS&D before opening of the price bids.

7. **TENDER COST**

- (i) Tenderers must enclose Demand Draft of tender cost in favour of **PAO, NDMA, New Delhi** payable at SBI New Delhi or any Nationalized Bank located in Delhi or New Delhi as per scheduled-II.
- (ii) Only SSI, Firms registered with NSIC or DGS&D are exempted from Tender Cost, However their registration must be valid on the Tender opening date.
- (iii) The tender received without the required Bank Draft (Tender Cost) will be liable for rejection.

8. **EARNEST MONEY**

- a) All Firms who are not registered with NSIC or DGS&D for the subject stores for which the offers are being invited, are required to deposit **EARNEST MONEY (EM)** equivalent to the amount as mentioned in the tender schedule.
- b) For claiming exemption from depositing earnest money, tenderer should be registered with DGS&D/NSIC for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered, and shall be required to deposit specified **Earnest Money**. "Similarly, firms who are registered for the subject item 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 firm will be required to deposit earnest money proportionate to the value of EM exceeding



monetary limit. If any such firms fails to deposit earnest money, its offer for tender value in whole or the part exceeding its monetary limit is liable to be ignored.”

c) **Earnest Money can be deposited in any one of the following alternate forms:**

- (i) A crossed Bank draft drawn in favour of **PAO, NDMA**, New Delhi. The draft should be payable at SBI (Safdarjung Enclave), New Delhi.
- (ii) **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-5(A)**.
- (iii) 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.

(d) No interest shall be payable by the purchaser on the **EM** deposited by Tenderer.

(e) The **EM** deposited is liable to be forfeited if the Tenderer withdraws or amends/ impairs or derogates from the tender in any respect within the period of validity of his tender.

(f) The **EM** of the successful Tenderer shall be returned after the performance security deposit as required in terms of the resulting contract is furnished by the firm.

(g) If the successful Tenderer fails to furnish the Performance Security Deposit as required in the contact with in the contract within the stipulated period, the Earnest Money (EM) shall be liable to be forfeited by the purchaser.

(h) **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.

(i) Any tender received from firm which is not registered with DGS&D or NSIC for the tendered stores, and is not accompanies 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.

(k) Earnest money should be deposited in the form of demand draft, bank FDR or Bank guarantee in favour of **PAO, NDMA**, New Delhi. The draft should be payable at SBI (Safdarjung Enclave), New Delhi.

(l) Public Sector undertaking or central /states owned companies are not exempted from the payment of earnest money unless registered with DGS&D / NSIC for subject stores.

#### **9. PURCHASE PRICE PREFERENCE**

The purchaser reserve the option to give a purchase / price preference to offers from public sector unit and SSI units over other firms in accordance with the policies of the Govt. from time to time.

#### **10. CAPACITY VERIFICATION**

Tenderers must furnish complete details of their Plant and machinery on standard proforma enclosed with this TE irrespective of their registration status, and forward the same with their offer. Purchaser reserves the right to get the manufacturing capacity of any tenderer re-verified through the inspecting agencies / NDRF board of their registration status.

#### **11. TWO BID SYSTEM**

The offer has to comprise of two bids (in separate envelop). The two envelopes are to be enclosed in one envelope. The two bids are as following:-

(a) **FIRST ENVELOPE (Technical Bid) should contain the following:**

1. Documents to be submitted in original manually (to be dropped in the tender Box placed at Reception of Dte. Genl, NDRF) before the stipulated date and time of opening of tender.



- i) Earnest Money (if applicable).
- ii) Tender Cost ( if applicable)
- iii) Tender acceptance letter signed by witness & tenderer with seal
- iv) Technical details/leaflets/brochure of subject stores as per specification.
- v) Pre Contract Integrity Pact completed and duly signed in duplicate. (Available on [www.ndrfandcd.gov.in](http://www.ndrfandcd.gov.in) )

2. **Documents to be submitted online (scanned copies)**

- i) Appendices (1 to 8) duly filled in along with Lab Test report (if applicable) from specified Lab and signed but without including the rates quoted.
- ii) Any other relevant document which the firm wishes to submit.
- iii) Technical detail/ leaflets/ brochure of subject stores as per specifications.
- iv) Registration certificate of DGS&D/NSIC (if applicable)

(b) **SECOND ENVELOPE** (Commercial Bid) should contain the following: Price should be quoted as per price bid format along with tender documents at e-procurement site <https://eprocure.gov.in/eprocure/app>. The composite bid i.e. Rate indicated in the technical bid openly shall be ignored.

(c) **THIRD ENVELOPE** should contain the following:-

- i) Only the technical bid and original documents received shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening whose offer pass in all tender conditions and technical/physical (including field trial) evaluations.
- ii) After opening of price bids, ranking statement will be prepared and finalization of tender will be done on L-1 (the least price) basis.

**12. PRICE**

Prices should be quoted as per price bid format provided alongwith the tender document at e-procurement site <https://eprocure.gov.in/eprocure/app>. The price quoted should be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.

**13. MINIMUM QUANTITY TO BE OFFERED**

Offer for less than the quantity stipulated in the tender shall be summarily rejected.

**14. TENDER SAMPLE**

(i) Requirement of Tender sample: Tender sample is not required alongwith offer/bid. However, tenderer are requested to produce **01 No Each of Chipping Hammer Medium & Heavy along with its Bits** on the date, time & place of physical evaluation decided by HQ DG NDRF. In case tenderer fails to deposit tender on date, time & place of physical evaluation offer/bid of the firm will be rejected. Physical evaluation of **Chipping Hammer Medium & Heavy alongwith its Bits** will be carried out in respect of offers who complies with all the pre-qualification of tender conditions and qualify the technical evaluation only. Sample of firms who qualified in physical evaluation will be kept with Procumbent Cell, HQ NDRF till completion of tender.

(ii) Tenderer is supposed to submit Lab test report on the parameter mentioned in Appx. Schedule- V, from the ILAC/NABL approved Lab. The report must be enclosed with technical bid. In case offer is received without Lab report same will be rejected.

(iii) The valid lab test report issued by ILAC/NABL accredited lab is required. The Lab Test Report obtained before issue of Tender Notice will not be considered.

(iv) The purchaser also reserves the right to carry out the lab test of the samples submitted by the tenderer at any stage.

(v) 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

(vi) 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.

(vii) **SAMPLES SENT ON BASIS "FREIGHT TO PAY" WILL NOT BE ACCEPTED:** Samples submitted by the tenderers whose offers are not accepted may be collected by their authorized representatives on requisition or hearing from this Dte. In case samples are not collected within given time, the samples will be disposed of.

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

16. **DISPATCH INSTRUCTIONS AND DOCUMENTATION.**  
The seller shall intimate to the purchaser, by telex or fax and speed post seven working days in advance, the mode of transport and probable date of delivery of consignment.

17. **SUPPLY/INSTALLATION OF ORDERED STORES**  
(i) Bulk supplies in the case of successful Tenderers should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in **Schedule-V**.  
(ii) Tenderers will be fully responsible for proper installation, testing and making the equipment functional before acceptance of stores and the final settlement of account.  
(iii) The Equipment should be BRAND NEW, Lot / Make/Model No. Batch No./ year of manufacturing name of manufacturer and other detail should be given. The original literature supplied with the item/eqpt should also be provided.

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

19. **RIGHT TO REJECTION**  
(i) 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.  
(ii) The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects.  
(iii) The 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.  
(iv) 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.

20. **PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES:**  
(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.  
(ii) 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.



21. **DELIVERY OF STORES**

(i) Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.  
(ii) 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.

22. **OPTION CLAUSE**

The Purchaser reserves the right to place order on the successful Tenderer for additional quantity up to 25% of the quantity offered by them at the time of placement of order or during the currency of the contract as per Clause 31 of Form DGS&D-68 (Revised)

23. **FALL CLAUSE**

Fall Clause will be applicable on this contract which is :-

i) The price charged for the stores supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell store of identical description to any persons/ organization during the currency of this contract.  
ii) If at any time, during the said period the contract reduces the sale price, sells or offer to sell such store to any person/ organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale or offer of sale to the Director General, NDRF and the price payment.

24. **RISK PURCHASE CLAUSE**

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/AT, or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the stores/services from elsewhere at the risk and cost of the defaulting supplier after giving due notice to the defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills of the supplier pending with the supplier against any other supplies outside this contract or even from the bills with any other Government Department / Ministry.

25. In the event of a contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

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

27. **PERFORMANCE SECURITY**

(i) In terms of clause 7 of condition of contract DGS&D-68 (revised) all the successful Tenderers against the Tender Enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish 10% amount of contract value as security deposit within 21 days of issue of contract for the due performance of the contract. It should be valid up to *60 days beyond the expiry of* Warrantee/Guarantee period. Bank Guarantee Proforma is attached at Appendix- 5(B).

(ii) In case Performance Security is not deposited by the successful bidder within the stipulated time irrespective of any reason, after placing of AT / Supply order , EMD could be permanently forfeited and AT / Supply order would become liable for cancellation at the risk of the Firm. Foreign suppliers should also submit certificate/ report from the chamber of commerce of country of origin of the manufacturer indicating the technical, production and financial capabilities etc. of the manufacturer. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

28. **PERFORMANCE STATEMENT**

- (i) Tenderer should submit their performance statement in the enclosed proforma attached at Appendix – 3 of Tender Enquiry.
- (ii) The decision on the assessment of the past performance of the Tenderer by DG NDRF will be final.



29. **LAW GOVERNING THE CONTRACT**

- (i) This contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.
- (ii) **Jurisdiction of Court:** The Courts of the New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

30. **ARBITRATION**

- (i) 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.
- (ii) 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.
- (iii) 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.

31. **PENALTY FOR USE OF UNDUE INFLUENCE**

- (i) The Seller undertakes that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage 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 the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation.

- (ii) A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

- (iii) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favour in relation to this or any other contract, shall render the Seller or such liability/penalty as the 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.

32. **AGENT AND AGENCY COMMISSION**

- i) 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 irrespect of any such intercession, facilitation or recommendation.



(ii) 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, 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 the contract the seller will be liable to refund that amount to the purchaser.

(iii) 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.

(iv) The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years.

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

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

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

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

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

**35. 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.

**36. 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.

37.

### **TERMINATION OF CONTRACT**

- (i) Time shall be the essence of the contract.
- (ii) The Purchaser shall have the right to terminate this Contract without any notice part or in full in any of the following cases:-
  - a) The delivery of the material is delayed for causes not attributable to **Force Majeure** after the scheduled date of delivery.
  - b) The Seller is declared bankrupt or becomes insolvent.
  - c) The delivery material is delayed due to causes of **Force Majeure** by more than 60 days.
  - d) In case Performance Security is not furnished within the stipulated date from the date of issuing of AT.

38.

### **CORRESPONDENCE PROCEDURE**

- (i) Any Query /Clarification/ Representation related to this Tender must be strictly be addressed to Dy. Comdt (Proc), Procurement Branch, HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110003, (Tele Fax No. 011-24611519, 24363260/61) only, till the issuance of A.T.
- (ii) Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.
- (iii) 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.

39.

### **QUERY AND CLARIFICATIONS**

- (i) 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.
- (ii) Queries/representations on Tender Enquiry received up to Pre-Bid meeting would only be entertained and considered. All queries and representations received after the date of Pre-Bid Meeting are liable to be ignored.
- (iii) For any change in terms and condition of tender / tender specification, the Tenderers are requested to visit our websites [www.ndma.gov.in](http://www.ndma.gov.in)&[www.ndrfandcd.gov.in](http://www.ndrfandcd.gov.in) and CPPP Portable regularly. Any changes /modifications in tender enquiry will be intimated through these websites only.
- (iv) Tenderers are advised to visit above websites regularly to obtain updated information.

40.

### **EXEMPTION FROM DUTIES/TAXES**

- (i) Customs and/ or any other exemption certificate will not be given unless applicable on production of Govt. Notifications in this regard through a formal request from the Tenderers.
- (ii) Octroi and Local Taxes: -As per Para 10.17.3 of DGS&D Manual, In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the contractor to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the purchase officer concerned without delay together with a copy of the relevant act or bye-laws, notifications of the Municipality or the local body concerned bodies if admissible under the said acts or rules.



41. **SUBMISSION OF TENDER**

- (i) Offers should be submitted by tenderers cum manufacturers on the basis of free delivery up to consignee location.
- (ii) The Tenders should indicate the net prices as free delivery to consignee basis only.

-OR-

- (iii) Late tenders due to any reason whatsoever will not be considered.



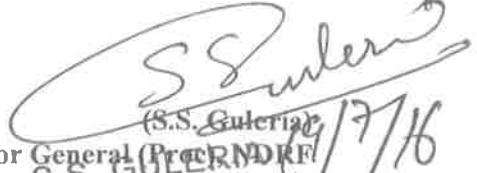
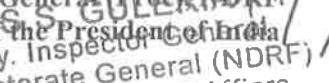
*S.S. Guleria*  
(S.S. Guleria)  
Dy. Inspector General (Proc), NDRF  
For and on behalf of the President of India  
Dy. Inspector General  
Directorate General (NDRF)  
Ministry of Home Affairs  
New Delhi

SPECIAL INSTRUCTIONS

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

1.	Time and date of receipt of Tender	:	16/08/2016 at 1100 hrs
2.	Time and date for opening of Tender	:	16/08/2016 at 1130 hrs
3.	Tender Cost	:	Rs. 100.00
4.	Store	:	68 Nos Chipping Hammer Medium Weight (08-12kgs) 09 Nos Chipping Hammer Heavy Weight (25-30kgs) 16 Nos Chipping hammer bit Flat(for Medium) 16 Nos Chipping hammer bit Pointed (for Medium) 02 Nos Chipping hammer bit Flat(for Heavy) 02 Nos Chipping hammer bit Pointed(for Heavy)
5.	Quantity	:	As per serial No-4
6.	Validity of offer	:	06 Months (180 days) from date of opening of Tender.
7.	<u>INSPECTION</u>	:	<p>(a) Authority</p> <p>Director General, NDRF or his authorized representatives. (Inspection Charges, if any, will be borne by the Tenderer).</p> <p>(b) Survey/ Function Trial</p> <p>(i) Survey and functional trial of the <b>Chipping Hammer Medium &amp; Heavy with its bits</b> will be carried out by respective consignee by constituting a Board of Officers (BOO) at their level.</p> <p>(ii) If any <b>Chipping Hammer Medium &amp; Heavy with its bits</b> 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.</p> <p>(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.</p> <p>(iv) The consignee's right of rejection in this regard will be final and absolute.</p>
8.	Earnest Money	:	<p>(i) <b>Rs 1,08,000/- (Rupees One Lac Eight Thousand) only</b> with 06 Months validity from date of opening of Tender.</p> <p>(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.</p>
9.	Terms of Delivery	:	Free delivery to consignee basis.
10.	Delivery period	:	<p><b>06 Months</b> from the date of issue of A.T.</p> <p>[i] No lead time will be given.</p> <p>[ii] No grace period will be given.</p>
11.	Payment Terms	:	Consignee's wise 100% payment will be released 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.
	Eligibility Criteria	:	<p>(i) Only those firms are eligible who are the Manufacturer or Authorized Dealer/ Distributor of the stores specified.</p> <p>(ii) The firm concerned should have demonstrated track record of supplying of above store in last three years.</p> <p>(iii) Authorized dealer/distributors should attach certificate of</p>

				Authorized Dealership/ distributor along with their bid.
		(iv)		<b>Certificate of Authorized Dealership/Distributorship must be valid at least for 01 year from the date of opening of the Tender.</b>
13.	<b>Guarantee/Warranty</b>	:	(i)	As per appendix-6 of TE.
		(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.
14	<b>Pre-bid conference</b>		(i)	It will be held on <b>02/08/2016 at 1230 hrs</b> , at Conference Room, HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 110003
		(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.
15.	All tests and trials will be carried out to the entire satisfaction of the Owner/ Purchaser.			

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

LIST OF STORES

S.NO	DESCRIPTION OF STORES	QTY
01	Chipping Hammer Medium Weight (08-12 kgs)	68 Nos
02	Chipping Hammer Heavy Weight (25-30 kgs)	09 Nos
03	Chipping hammer bit Flat(for Medium)	16 Nos
04	Chipping hammer bit Pointed (for Medium)	16 Nos
05	Chipping hammer bit Flat(for Heavy)	02 Nos
06	Chipping hammer bit Pointed(for Heavy)	02 Nos

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**S.S. GULERIA**

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

*S.S. Guleria*  
(S.S. Guleria)  
19/7/16

LIST OF CONSIGNEESNAME & ADDRESS OF CONSIGNEE AND QUANTITY

SN	ADDRESS OF CONSIGNEE	STORES
01	The Commandant 11 <sup>th</sup> BN NDRF, Gautam Budh Bhawan, Maqbool Alam Road, Varansi (U.P.) - 221002	<b>34 Nos Chipping Hammer Medium Weight (08-12kgs)</b> <b>04 Nos Chipping Hammer Heavy Weight(25-30kgs)</b> <b>08 Nos Chipping hammer bit Flat(for Medium)</b> <b>08 Nos Chipping hammer bit Pointed (for Medium)</b> <b>01 Nos Chipping hammer bit Flat(for Heavy)</b> <b>01 Nos Chipping hammer bit Pointed(for Heavy)</b>
02	The Commandant 12 <sup>th</sup> Bn, NDRF, Vill+Po-Doimukh, Distt- Papum Pare, State- Arunachal, Pradesh-791112	<b>34 Nos Chipping Hammer Medium Weight (08-12kgs)</b> <b>05 Nos Chipping Hammer Heavy Weight (25-30kgs)</b> <b>08 Nos Chipping hammer bit Flat(for Medium)</b> <b>08 Nos Chipping hammer bit Pointed (for Medium)</b> <b>01 Nos Chipping hammer bit Flat(for Heavy)</b> <b>01 Nos Chipping hammer bit Pointed(for Heavy)</b>

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**SPECIFICATION OF CHIPPING HAMMER MEDIUM WEIGHT (08-12 KG),  
CHIPPING HAMMER HEAVY WEIGHT (25-30 KG), CHIPPING HAMMER BITS  
FLATS FOR MEDIUM WEIGHT, CHIPPING HAMMER BITS POINTED MEDIUM  
WEIGHT, CHIPPING HAMMER BITS FLATS FOR HEAVY WEIGHT AND  
CHIPPING HAMMER BITS POINTED HEAVY WEIGHT**

S.N	TECHNICAL SPECIFICATION
<b>MEDIUM WEIGHT (08-12 KG)</b>	
01.	With adjustable bits
02.	Chiseling impact rate – 900 to 1900 bpm
03.	Single impact force – 15J to 44J
04.	Power input:- 1000w – 1900w
05.	Weight:- 08 to 12 Kgs (can be easily operated by single rescuer on all type of site and at all angles)
06.	Voltage required – 220V-240V
07.	Light in weight, Shock proof body with required accessories, lubricant & electric cord of equipment not less than 4 mtr in length with 10/15 Amp 3 pin convertible in to 2 pin plug.
08.	Equipment must have dust seal to protect from entering of dust inside the machine.
09.	Eqpt. Should be certified from national BSA/international (EPTO) agencies.
10.	Noise level :- not more than 120 Db.
11.	Easy to operate suitable on off switch.
12.	Equipment must have active vibration absorbing system (AVAS) and should fulfill adequate safety norms as per international standard.
13.	Equipment must be supplied with two (one flat & one pointed tipped) spare bits, Including standard Greece, spare ear plugs, dust cap.

**CHIPPING HAMMER BIT FLAT**

- 01 Bit length not less than 28cm & 41cm
- 02 Bit diameter should match with the size of bit
- 03 Material high tensile steel

**CHIPPING HAMMER BIT POINTED**

- 01 Bit length not less than 28cm & 41cm
- 02 Bit diameter should match with the size of bit locker of the equipment.

**CHIPPING HAMMER HEAVY WEIGHT (25-30 KGS)**

01	With adjustable bits
02	Chiselling impact rate: – More than 800bpm.
03	Single impact force – 45J or more
04	Power input:- 1500w – 2000w
05	Weight:- 25 to 30 Kgs
06	Light in weight, Shock proof body with required accessories, lubricant & electric cord of equipment not less than 4 mtr in length with 10/15 Amp 3 pin convertible in to 2 pin plug.
07	Equipment must have dust seal to protect from entering of dust inside the machine.
08	Equipment Should be certified from national BSA/international (EPTO) agencies.
09	Easy to operate suitable on/off switch.

10	Equipment must have active vibration absorbing system (AVAS). And should fulfil adequate safety norms as per international standard.
11	Equipment must be supplied with two (one flat & one pointed tipped) spare bits. Including standard Greece, spare ear plugs, dust cap.
12	Noise level :- not more than 120 Db.



#### **CHIPPING HAMMER BIT FLAT**

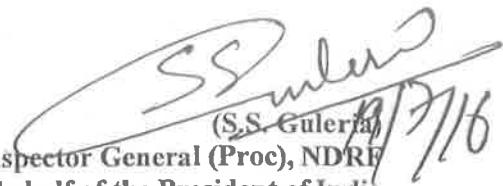
01	Bit length not less than 28cm & 41cm
02	Bit diameter should match with the size of bit
03	Material high tensile steel

#### **CHIPPING HAMMER BIT POINTED**

01	Bit length not less than 28cm & 41cm
02	Bit diameter should match with the size of bit locker of the equipment.

#### **NOTE:-**

- 01 The confirmation that the stores are meeting the specification should be supported by adequate Documents/Literature etc.
- 02 These Documents of all stores offered be numbered and attached after all appendices and the numbering may be in continuation.

  
 (S.S. Guleria)  
 Dy. Inspector General (Proc), NDRF  
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**S.S. GULERIA**  
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## INSTRUCTIONS FOR ONLINE BID SUBMISSION

### Instructions 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, 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>.

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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 ( i.g. Sify/ TCS/nCode/ eMudhra etc.), with their profile.
- 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 DSC's to others which may lead to misuse.
- 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/ e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 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) 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.
- 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.

### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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 cover 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.



- 3) Bidder, in advance, should get ready the bid documents to be submitted 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) 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.

### **SUBMISSION OF BIDS**

- 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 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.
- 5) A standard BoQ(Price Bid) format 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 (Price Bid) file, open it and complete with their respective financial quotes and other details ( such as name of the bidder) . Once the details have been completed, the bidder should scan it and submit it online as Price Bid format. If the BOQ (Price Bid) file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve 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.
- 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- 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.

## ASSISTANCE TO BIDDERS



- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for the tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPPP Portal Helpdesk. The contact number for the helpdesk is **1800 233 7315**.

\*\*\*\*\*



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

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENDER NO. \_\_\_\_\_

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold this offer open till \_\_\_\_\_, I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood all the instructions to Tenderers in the Tender Enquiry and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. I have understood all the tender condition in the Tender Enquiry and will comply with them.

4. All the appendices from 1 to 6 & 8 to 09 in Technical bid envelope & appendices no 7 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 \_\_\_\_\_



**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 including name of Head of Firm as well as of Board of Director : .....

(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 break up of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given.

(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.

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

N.B.: (1) 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. (i) Here state specifically:  
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 licensing 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)  Address:-	(1) Full name (Block letters). (2) Address  (2) Whether signing as Proprietor/ Partner/ Constituted Attorney/ duly authorized by the Company.

N.B:- 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



**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

1. Name of Firm \_\_\_\_\_

2. Details of orders executed/completed in last 03 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	

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.

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)



Tender No. &amp; 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 incharge of production & Quality control.

(b) Skilled labour employed.  
(c) Unskilled labour Employed.  
(d) Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months preceding the date of application.

PLACE : \_\_\_\_\_  
DATE : \_\_\_\_\_

**SIGNATURE OF THE TENDERER**

Designation \_\_\_\_\_

Company/ Firm \_\_\_\_\_

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





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

**BANK GUARANTEE FORMAT FOR FURNISHING EMD**

To

PAO, NDMA  
A-1, Safdarjung Enclave  
New Delhi



Whereas.....  
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..... 2013/14.

**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



## 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.

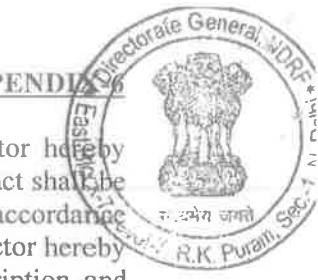
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice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

This guarantee shall be valid until the.....day of .....20.....

(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. ....



### 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. The contractor hereby guarantees that the said Equipment/articles would continue to conform to the description and quality aforesaid for a period **02 years** 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 **02 years**, 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.

ii) The store supplied against an order shall bear warranty of the contractor against defective material/ workmanship and performance for a period of **02 years** 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.

iii) Guarantee/Warrantee 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 equipment 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.
- iv) In case, Manufacturer's Standard Guarantee/Warrantee is for more than 02 years than it will be applicable to purchaser also.
- v) 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.
- vi) The periodical maintenance/ servicing during guarantee/ warrantee period of equipment will be carried out by the firm free of cost as specified by the OEM.



## CHECK LIST FOR TENDERERS

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

S.N	Requirements to be checked before submission of the Tender
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, than 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 witness with full name and address have been added wherever required on tender documents
08	Proposal has been submitted in two bid system Technical Bid & separate Price Bid as per tender enquiry
09	Offer validity as required in tender has been accepted & clearly mentioned in Tender documents
10	Delivery Terms & Period as per Tender has been accepted and mentioned in Tender
11	Payment Terms as per Tender have been accepted and mentioned in Tender
12	Compliance statement in format required in tender has been enclosed along with supporting technical documents/proof for each point/parameter clearly showing it is complied with or not.
13	Performance statement for 3 years as required in Tender, in the laid down format, has been enclosed. If not, reasons be specifically given in writing.
14	Warranty terms as per Tender accepted
15	Status of Tenderer has been clearly written in Tender -manufacturer or manufacturers authorized agent. If authorized agent, valid authority letter for the stores quoted from the manufacture has been enclosed. If agent of foreign principal, copy of valid DGS&D registration certificate as Indian Agent of Foreign Principal enclosed. If not, reason in writing given
16	The following proforma's enclosed with tender have been properly & completely filled in, signed & stamped (i) Form 68(A)- Offer of stores (ii) Questionnaire (iii) Form 7,Proforma for equipment & quality control (iv) Details of manufacturer
17	The Tenderer has clearly mentioned in writing that business dealings with their Firms have not been banned by any Govt./Private agency.
18	If the Tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.
19	Tenderer will attach copies of Govt. Notification in support of all applicable Taxes/Duties quoted in the offer.



### MODEL ECS MANDATE FORMAT

Customer's option to receive payments through e-Payment (ECS/EFT/DIRECT CREDIT/RTGS/NEFT/Other payment mechanism as approved by RBI)

Credit Clearing Mechanism

1. Customer's name

2. Particulars of Bank Account –

- a) Bank Name
- b) Branch Name
- c) Address
- d) Telephone numbers
- e) IFS code
- f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by bank.
- g) Account Type (S.B Account/ Current Account or Cash)
- h) ledger Folio number
- j) Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date -

(-----)  
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (-----)

Date :

Signature of the Authorized official from the Bank.