



ANNEXURE – I TO EXPRESSION OF INTEREST
TENDER DOCUMENTS CONSISTING PAGE 01 TO 43

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Directorate General, National Disaster Response Force
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TE No. 1-17018/Proc/1374/HQ-NDRF/2017-101

Dated, the 28 January, 2017

On behalf of the President of India, DG NDRF proposed to invites online tender in two-bid system for Fabrication of Emergency Rescue Vehicles (ERV) by conversion /remodelling of existing troop carrier vehicles for NDRF Bns as detailed in the schedule.

1. Bids shall be submitted online at CPPP website <https://eprocure.gov.in/eprocure/app>. Tenderers are advised to follow the instructions provided in the clause No. 38 of Schedule-I. Tenderers are advised to follow the instruction for online bid submission regarding “e-submission of the bids” through Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>. Only online bid would be accepted.
2. This tender documents has Schedules and appendices as following:-

A) SCHEDULES

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

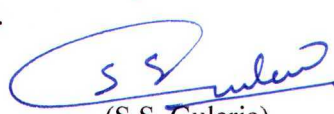
B) APPENDICES (to be filled & submitted by Tenderer)

- | | | | |
|--------|----------------|---|---|
| (i) | Appendix-1 | = | Offer of stores |
| (ii) | Appendix-2 | = | Details of Manufacturer / Auth Dealer |
| (iii) | Appendix-3 | = | Questionnaire about manufacturer /Tenderer. |
| (iv) | Appendix-4 | = | Performance statement for last 3 years |
| (v) | Appendix-5 | = | Proforma for store and quality control (Form 7) |
| (vi) | Appendix-6(a)= | | Bank Guarantee Proforma for EMD. |
| (vii) | Appendix-6(b)= | | Bank Guarantee Proforma for PSD. |
| (viii) | Appendix-7 | = | Guarantee / Warranty clause. |
| (ix) | Appendix-8 | = | Proforma for Price bid. (In second cover) |
| (x) | Appendix-9 | = | Model ECS Mandate Format |
| (xi) | Appendix-10 | = | Check list of Tenderers |

Note:-

Appendices 1 to 7, 9 & 10 to be submitted along with Expression of Interest during Phase – I.
Appendix – 8 to be submitted by shortlisted firms with BOQ during Phase – II.

Enclosure: Aforesaid schedules & appendices.

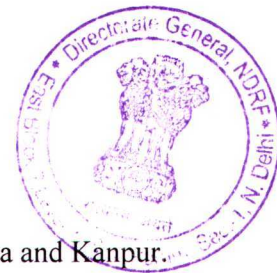

(S.S. Guleria)
S.S. DIG (PROC), NDRF
Directorate General (NDRF)
Ministry of Home Affairs
New Delhi



SCHEDULE-1

CONDITION OF TENDER DOCUMENTS

1. All documents attached with these tender documents including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender acceptance letter which is a written undertaking that all the terms & condition of the tender are understood and accepted should be signed and submitted in original and online through e-procurement site <https://eprocure.gov.in/eprocure/app>.
2. **CONDITIONS GOVERNING THE CONTRACT:-**
 - 2.1 Apart from any special conditions contained in / attached to this tender documents, the condition contain in the below mentioned Pamphlets and Forms will form part of any contract made.
 - 2.1.1 Pamphlet No. DGS&D-39 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date.
 - 2.1.2 Pamphlet No.DGS&D-229. [All condition of Rate Contract contained in Booklet of DGS&D – 229 will be applied in instant tender also].
 - 2.1.3 DGS&D Form No.68 (Revised).
 - 2.2 **Amendments:** The following amendments may be carried out in the Pamphlet entitled "Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India" 1991 edition bearing Symbol DGS&D-39 form No.DGS&D-68 (Revised).
 - 2.2.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under:-
"Government" means the Central Government
 - 2.2.2 The definition of **Secretary** Clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under:-
"Secretary" means Secretary of Min. of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary. Special Secretary, Joint Secretary, or Director or Dy. Secy. in such Ministry, Director General, Inspector General (NDRF),DIG (NDRF), of this Dte. and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India
 - 2.2.3 Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by **Director General (National Disaster Response Force), Ministry of Home Affairs.**
 - 2.2.4 Following amendments may be carried out in the Pamphlet No DGS&D-229 containing various instructions to tenders:-
Form NoDGS&D-230.
Reference to DGS&D wherever appearing in clause No14,33,34,35,39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as **Deputy Inspector General, NDRF HQrs, Ministry of Home Affairs.**
 - 2.2.5 Clause 24 i.e. Arbitration:- In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute DG, NDRF for DG, DGS&D.
 - 2.3 The above Pamphlet and the lists of corrections thereto can be obtained on payment from the under mentioned officers
The Manager of Publications, Civil Lines, Delhi.
The Superintendent, Government Printing & Stationery Allahabad, U.P.



The Superintendent, Government Printing & Stationery, Mumbai.

The Superintendent, Government Press, Chennai.

The Superintendent, Government Printing & Stationery, Nagpur.

The Superintendent, Government Printing, Gulzargbag, Patna (Bihar).

DGS&D, New Delhi and its Regional offices at Mumbai, Chennai, Kolkata and Kanpur.

Government of India Book Depot, 8 Hastings Street, Kolkata

Proc cell HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market,
New Delhi - 110003

3. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and submitted online through e-procurement site <https://eprocure.gov.in/eprocure/app>
4. **PURCHASER'S DISCRETION:-** Director General NDRF reserves the right to:-
 - 4.1 Cancel /reject any or all the tenders without assigning any reason.
 - 4.2 Increase or decrease the quantity at any stage without assigning any reason.
 - 4.3 Change the consignees and allocation of quantities at any stage without assigning any reason
5. **PURCHASE PRICE PREFERENCE :-** Give a purchase / price preference to offers from public sector units and SSI units over other firms in accordance with the policies of the Govt from time to time.
6. **EARNEST MONEY**
 - 6.1 Firms not registered with NSIC or DGS&D for the subject stores for which the offers are being invited, are required to deposit EARNEST MONEY (EM) equivalent to the amount as mentioned in the tender schedule.
 - 6.2 Firms registered for any other stores and not for the stores indicated in the Tender schedule will be treated as unregistered, and shall be required to deposit specified Earnest Money.
 - 6.3 Tender received from Firm which is not registered with DGS&D or NSIC for the tendered stores, and is not accompanied with required Earnest money in the prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing Earnest Money.
 - 6.4 Public sector undertaking or central/state owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/NSIC for subject stores.
 - 6.5 **Earnest Money can be deposited in any one of the following forms, before bid submission end date physically otherwise bids will be liable for rejection:-**
 - 6.5.1A crossed Bank draft drawn in favour of PAO, NDMA, New Delhi. The draft should be payable at SBI (Safdarjung Enclave), New Delhi or any nationalized bank located in Delhi / New Delhi.
 - 6.5.2 **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 or any nationalized bank located in Delhi / New Delhi. The format is as per Appendix-6. If EMD is furnished in the form of BG, then it should be valid for 45 days beyond the validity period of the offer.**
 - 6.5.3A FDR drawn in favour of PAO, NDMA, New Delhi New Delhi. The FDR should be payable at SBI (Safdarjung Enclave), New Delhi.
 - 6.5.4 Foreign bidders should submit Earnest Money only in form of Bank Guarantee confirmed by any Nationalized /Scheduled Bank of India.
 - 6.6 The Earnest money shall be valid and remain deposited with the purchaser for the prescribed period in schedule-II. If the validity of the tender is extended, the validity of EM document submitted by the Tenderer shall also be suitably extended by the Tenderer,



failing which his tender, after the expiry of the aforesaid period shall not be considered by the purchaser.

- 6.7 No interest shall be payable by the purchaser on the EM deposited by Tenderer.
 - 6.8 The EM deposited is liable to be forfeited if the Tenderer withdraws/ amends/ impairs/ derogates from the tender in any respect within the period of validity of his tender.
 - 6.9 The EM of the successful Tenderer shall be returned after the Performance Security Deposit as required in terms of the resulting contract is furnished by the firm.
 - 6.10 If the successful Tenderer fails to furnish the Performance Security Deposit as required in the contract within the stipulated period, the Earnest Money (EM) shall be liable to be forfeited by the purchaser.
 - 6.11 EM of the unsuccessful Tenderers shall be returned within 30 days of finalization of tender. Tenderers are advised to send a pre-deposited challan along with their bids to facilitate refund of Earnest Money in time.
 - 6.12 Similarly, firms who are registered for the subject stores with NSIC/DGS&D but with a certain monetary limit will be treated as unregistered for the tender value exceeding their monetary limit of registration. Such firms shall be required to deposit earnest money proportionate to the value of EM exceeding monetary limit. In case, any such firm fails to deposit earnest money, its offer for the tender value in whole or the part exceeding its monetary limit is liable to be ignored.
7. **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.
8. **COMPULSORY ENLISTMENT OF INDIAN AGENT:-**
- 8.1 As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, Govt of India, it is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/ principals, to get themselves enlisted with the Department of Expenditure, through the Central Purchase Organization (e.g. DGS&D).
 - 8.2 The Compulsory enlistment of Indian Agents under the scheme of Ministry of Finance is simpler and differs from the registration of Indian Agents with the Central Purchase Organization (e.g. DGS&D).
 - 8.3 The registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme. No Inspection Report in respect of the foreign manufacturer / principal is necessary.
 - 8.4 The enlistment under the scheme is not equivalent to the Registration with DGS&D. Such firms do not enjoy the same status as that of DGS&D registered suppliers. A note to this effect is given in the Enlistment letter to the firm.
 - 8.5 However, offers from the Indian agents, who have applied to DGS&D for registration /enlistment before the time and 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

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

9. **FOR FOREIGN BIDDERS/OEMs 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



10. TENDER COST:-

- 10.1 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
- 10.2 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
- 10.3 The tender received without the required Bank Draft (Tender Cost) will be liable for rejection.

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

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

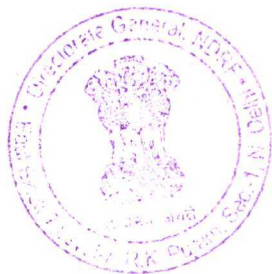
- 11.1.1 Scanned copy of Technical bid along with its specification leaflets, broucher, if any. Composition of technical bid like:-
 - a) Scanned copy of all the 5 schedules duly signed on each phase by the tenderer
 - b) Scanned copy of appendices (1 to 7 & 9 to 10) duly filled in along with Lab test report (if applicable).
 - c) Scanned copy of any other relevant document which the firm wishes to submit,
 - d) Scanned copy of Technical details/leaflets/brochure of subject stores as per specifications.
 - e) Scanned copy of ECS Mandate Format
- 11.1.2 Scanned copy of documents of Earnest money
OR
Scanned copy of DGS&D/ NSIC registration certificate
- 11.1.3 Scanned copy of PAN Number/ Proprietor's Individual PAN No. in case of Proprietorship concerns.

11.2 SECOND FOLDER SHOULD CONTAIN THE FOLLOWING:-

- 11.2.1 Price bid / Financial Bid to be submitted ONLINE as per financial Bid proforma (Appendix-8 of this tender documents) i.e to be filled in the BOQ (excel worksheet).
- 11.2.2 Tenderer will attach copies of Govt. Notification in support of all applicable Taxes/Duties quoted in the offer (in PDF format).
- 11.3 Only the Technical Bid will be opened on the date indicated for Tender opening. Price bids of only those firms will be considered for opening whose offers are complete in all respect and fulfill the requirements as per specification/QRS and qualifies all technical requirements and terms & conditions as per TE. However, purchaser reserve the right to cancel/reject the tender/offer without assigning any reminder.

12. PRICE

- 12.1 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 Tender Enquiry at Appendix-8.



- 12.2 Firms should quote for the entire quantity/package, however, price break up wherever asked in the price bid is required to be given. Offers without the price break up are liable to be rejected.
- 12.3 Price quoted should be firm and final and no increase of what so ever due to increase in statutory levies or other taxes would be admissible to the firm.
- 12.4 Benefit of decrease in levies will be passed on to the purchaser.
- 12.5 Tenderers are required to indicate Basic Prices, Custom Duty, Excise Duty, Sales Tax/VAT and any other leviable taxes/ charges separately within the Performa for Price Bid given at Annexure-8. Taxes/ duties/ charges reflected outside the Performa will not be accepted. Tenderer must attach copies of Govt. Notification in support of all applicable Taxes/ duties/charges quoted in the offer.

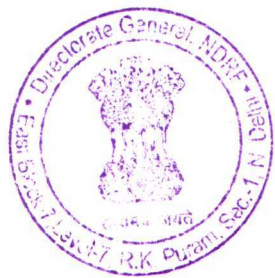
13. **EXEMPTION FROM DUTIES/TAXES:-** Customs and / or any other exemption certificate will not be given unless applicable on production of Govt. notifications in this regard through a formal request from the Tenderers.

14. **TENDER SAMPLE**

- 14.1 Requirement of Tender sample: Tender sample is not required along with offer/bid at the time of opening of tender. However, tenderers are required to submit detailed drawing/sketches and other technical details of proposed fabrication works to be carried out and materials to be used etc. These will be examined by a technical evaluation committee detailed by DG NDRF as part of technical evaluation. Based on their recommendation the qualifying firms will be subjected to physical evaluation by physical evaluation committee to be detailed DG NDRF. These qualifying firms will be required to produce a scaled model of proposed fabrication using the actual quality of raw materials to be used in the final fabrication. These models shall be prepared and produced for physical evaluation within two weeks from the date of opening of tender. The physical evaluation committee may also evaluate any ongoing/completed/existing fabrication at the works of the bidders before making their recommendation for manufacturing capability and required quality of works of the bidders during physical evaluation.
- 14.2 Technical and physical evaluation of technical bids and samples will be carried out by the detailed committee of DG NDRF in presence of the representative of participated firms, and the offer of only those firms will be process further who compiles in technical evaluation of technical bids. It means only technically qualified firms will produce the **above scaled models** for physical evaluation. The said **scaled models** should be produce by the participating bidders before detailed committee for physical evaluation at the place and time intimated by HQ DG NDRF, failing which offer of the firms is liable to be rejected. No extension for submission of **scaled models** will be granted in any circumstances due to emergent requirement of the stores.
- 14.3 Tenderer shall furnish test report certificate from ILAC/NABL/ Govt Approved Lab conforming to specifications procedure mentioned in Schedule-V.
- 14.4 The Lab test report (Original) submitted by the tenderer should be free from any ambiguity and should give clear verdict in respect of all the tests required as per relevant specification i.e. whether the sample is meeting the requirement of the governing specifications and the sample is acceptable / not acceptable with reference to its governing specification. The Lab Test Report should not be older 06 months from the date of issue of Tender Notice. The Lab Test Report obtained before 06 months from the date issue of Tender Notice will not be considered.
- 14.5 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.



- 14.6 **All scaled models** should have cards affixed on them 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
- 14.7 **All scaled models** 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.
- 14.8 **Scaled models** sent on “**FREIGHT TO PAY**” basis will not be accepted and the tenderer would submit sample on No cost and No commitment basis.
- 14.9 **The Scaled models 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.**
- 14.10 **Scaled models** 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.
15. **DISPATCH INSTRUCTIONS AND DOCUMENTATION:-** The Tenderer shall intimate to the purchaser, by telex or fax and speed post 07 working days in advance, the mode of transport and probable date of delivery of consignment.
16. **PACKING & MARKING:** as per clause 12 of the general condition of contract DGS&D-68 (revised).
17. **SUPPLY OF ORDERED STORES**
- 17.1 Successful bidder will be required to fabricate one prototype vehicle before bulk production. The prototype will be inspected/physically evaluated by a committee detailed by DG NDRF. The bidder will be required to carry out all the suggestive changes / modifications not found matching the tender specifications/conditions at their risk and cost. The firm will be given only once chance to complete all the suggested changes/ modifications, failing which their contract is liable to be cancelled. Bulk production clearance will be issued only after the prototype is accepted in all respects.
 - 17.2 Bulk supplies in the case of successful Tenderers should conform to **Scaled models** accepted in trial evaluation in all respect besides specifications mentioned in Schedule-V.
 - 17.3 Tenderers will be fully responsible for proper testing and making the equipment functional before acceptance of stores and the final settlement of account.
 - 17.4 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.
18. **RIGHT TO REJECTION**
- 18.1 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.
 - 18.2 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.
 - 18.3 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.



18.4 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.

19. PENALTY FOR DELAY IN SUPPLY AND LIQUIDATED DAMAGES:

19.1 In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 15.7 of DGS&D Manual and Para 14.7(i) of Ministry of Commerce, Deptt. of Supply of the General condition of the contract.

19.2 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%.

20. DELIVERY OF STORES

20.1 Free delivery to consignee(s) basis.

20.2 Delivery period will include the inspection and replacement of rejected lot.

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

20.4 In case, Firm deliver stores after scheduled Delivery Period, even if the stores are accepted by the consignee, it would be at the risk and cost of the seller as the supply may not be taken as contractually accepted.

20.5 No grace period will be provided after the stipulated delivery period.

20.6 No lead time will be given.

21. **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).

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

22.1 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.

22.2 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.

23. RISK PURCHASE CLAUSE:

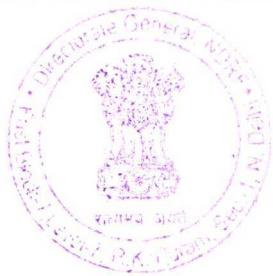
23.1 In the event of failure of the supplier to deliver or dispatch the stores or provide the required services within the stipulated date/ period of the supply order A/T, or in the event of breach of any of the terms and conditions of the AT, the purchaser will have the right to purchase the store elsewhere 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.

23.2 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.

24. PERFORMANCE SECURITY



- 24.1 The Performance Security would be required within 15 days from the date of issue of AT / confirmed supply order and would be released after the obligations of the firm are successfully met.
- 24.2 In terms of Clause-7 of condition of contract DGS&D-68 (revised) all the successful Tenderers irrespective of their registration status with DGS&D and NSIC shall be required to furnish an amount equal to 10% of the contract value as security deposit as guarantee against its own performance under the contract within 15 days of issue of contract. It should be valid up to 60 days beyond the expiry of Warrantee / Guarantee period.
- 24.3 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.
- 25. PAST PERFORMANCE STATEMENT**
- 25.1 Bidder should have supplied at least 25% of the quantity of the items stipulated in this Tender documents or similar type of stores in the last 3 years.
- 25.2 Tender should submit their performance statement in the enclosed proforma attached at Appendix-4 of Tender documents.
- 25.3 The decision on the assessment of the past performance of the Tenderer by DG NDRF will be final.
- 26. LAW GOVERNING THE CONTRACT**
- 26.1 The contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.
- 26.2 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.
- 27. ARBITRATION**
- 27.1 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.
- 27.2 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.
- 27.3 Sole arbitration will be by Secretary, Ministry of Home Affairs, Govt. of India or by some other person appointed by him. As provided in clause 24 of General Condition of Contract Form DGS&D -68 Ministry of Commerce Department of supply.
- 28. PENALTY FOR USE OF UNDUE INFLUENCE**
- 28.1 The Seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the Contracts or Forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 28.2 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.



- 28.3 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.
- 28.4 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.

29. AGENT AND AGENCY COMMISSION

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.

30. ACCESS TO THE BOOKS OF ACCOUNT

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

31. PATENT AND OTHER INDUSTRIAL/INTELLECTUAL PROPERTY RIGHT

- 31.1 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.
- 31.2 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.

- 32. 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.



33. **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.

34. **TERMINATION OF CONTRACT**

34.1 Time shall be the essence of the contract

34.2 The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-

34.2.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.

34.2.2 The Seller is declared bankrupt or becomes insolvent.

34.2.3 The delivery material is delayed due to causes of Force Majeure by more than 60 days.

34.2.4 In case Performance Security is not furnished within 15 days from the date of issuing of AT.

34.2.5 In case the seller fails to supply the store within scheduled delivery period in which case Performance Security Deposit shall also be forfeited.

35. **CORRESPONDENCE PROCEDURE**

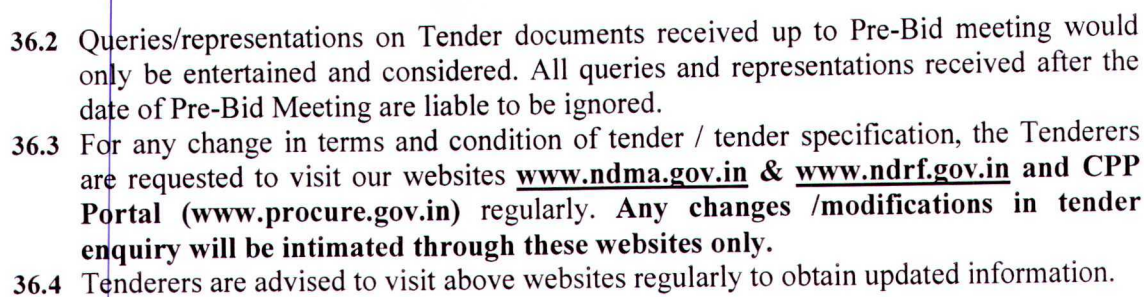
35.1 Any **Query /Clarification/ Representation** related to this Tender documents must be strictly be addressed to DIG (Proc), Procurement Branch, HQ DG NDRF, A-Wing, Second Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110003, (Email:dcproccell-ndrf@gov.in, Tele No. 011-24611518, Fax No. 011-24611519) only, till the issuance of A.T.

35.2 Tenderers are requested to write full name and designation of authorized signatory on all the correspondence to be made with the purchaser.

35.3 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.

36. **QUERY AND CLARIFICATIONS**

36.1 In case of any contradiction noticed in this Tender Documents same be clarified within 07 days from the date of publication of tender on the website else decision/interpretation of NDRF in this regard would be final in all respect.



37. **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.

38. INSTRUCTION FOR ONLINE BID SUBMISSION

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.

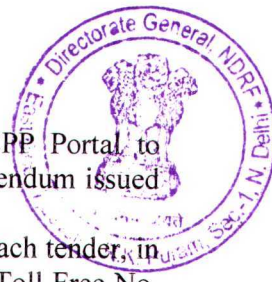
More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>

38.1 REGISTRATION

- 38.1.1** 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.
- 38.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 38.1.3** 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.
- 38.1.4** 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.
- 38.1.5** 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.
- 38.1.6** 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.

38.2 SEARCHING FOR TENDER DOCUMENTS

- 38.2.1** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 38.2.2** 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.

- 38.2.3 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)

38.3 PREPARATION OF BIDS

- 38.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 38.3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 38.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 38.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

38.4 SUBMISSION OF BIDS

- 38.4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 38.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 38.4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 38.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 38.4.5 Price Bid Format is provided in a standard BoQ format (.xls File). which has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file template is found to be modified by the bidder, the bid will be rejected.
- 38.4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the



bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 38.4.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 38.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 38.4.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 38.4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

38.5 ASSISTANCE TO BIDDERS

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

(S.S. Guleria)

DIG (PROC), NDRF

For and on behalf of the President of India

S.S. GULERIA

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



SCHEDULE-II

SPECIAL INSTRUCTIONS

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

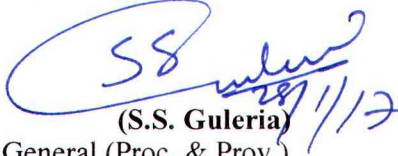
1.	Time and date of receipt of Tender	:		21/02/2017 at 1030 hrs
2.	Time and date for opening of Tender	:		22/02/2017 at 1130 hrs
3.	Tender Cost	:		Rs. 500.00
4.	Store/nature of work	:		Fabrication of Emergency Rescue Vehicles (ERV) by conversion /re-modeling of existing troop carrier vehicles
5.	Quantity	:		12 Nos
6.	Validity of offer	:		09 Months from date of opening of Expression of Interest.
7.	<u>SURVEY/ INSPECTION</u>			
	Authority		Director General, NDRF or his authorized representatives/Agency. (Inspection Charges, if any, will be borne by the Tenderer).	
		(i)	Survey and functional trail of the Emergency Rescue Vehicles will be carried out by a Board of Officers (BOO) detailed by DG NDRF.	
		(ii)	During Technical & Physical evaluation/ functional trials of these Emergency Rescue Vehicles , all parameters of technical specifications will be examined by BOO detailed by DG NDRF. Thereafter BOOs will carry out field trial of these vehicles in operational area. If any Emergency Rescue Vehicle fails at any stage of the technical /physical evaluations/functional trial, the same will be rejected.	
		(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 DG's right of rejection in this regard will be final and absolute.	
8.	Earnest Money	:	(i)	Rs 4,80,000/- (Rupees Four Lakh Eighty Thousand) only with 09 Months validity from date of opening of Expression of Interest.
			(ii)	In case, EMD is furnished in the form of BG then it should be valid for 10 months 15 days from the date of opening of Tender.
9.	Terms of Delivery	:		<ol style="list-style-type: none"> Free delivery to consignee(s) basis. Delivery period will include the inspection and replacement of rejected lot. Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser. 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.
10.	Delivery period	:		[i] NDRF will hand over the existing vehicles at the firms works at its own cost within 07 days from date of issue of Acceptance of Tender. The firm will produce the prototype vehicle for inspection/ evaluation within 30 days from the



				<p>date of handing over of the existing vehicle.</p> <p>[ii] The prototype will be inspected/physically evaluated by a committee detailed by DG NDRF. The bidder will be required to carry out all the suggestive changes / modifications not found matching the tender specifications/conditions at their risk and cost. The firm will be given only once chance to complete all the suggested changes/ modifications within 15 days, failing which the contract is liable to be cancelled and performance security shall be forfeited. Bulk production clearance will be issued only after the prototype is accepted in all respects.</p> <p>[iii] Delivery period shall be 06 months from date of bulk production clearance certificate. The existing vehicles shall be handed over at the firm's premises for fabrication within one week from demand received from the firm specifying number of vehicles to be sent. This period will be included in the delivery period and the fabrication schedule will be planned and submitted at the time of offering of the prototype.</p> <p>[iv] The date of final acceptance in full and final quantity after survey/inspection/field trials at consignee locations shall be the date of delivery.</p> <p>[v] No lead time will be granted.</p> <p>[vi] No grace period will be granted.</p>
11.	Payment Terms	:		Consignee's wise 100% payment will be processed for payment on receipt of stores in good condition and production line committee of store at each consignee location.
12.	Eligibility Criteria	:	(i)	Firms who are having 2 years experience of job works of vehicles are only eligible to participate. Documentary evidence for having above experience shall be submitted along with the tender.
			(ii)	Only those firms (Bidders) having turnover of minimum Rs. 01 (One) Crore in each of the last three years on annual basis should participate and must attach copies of supporting document in this regards along with technical bid.
			(iii)	Only those firms which are Authorized/reputed fabricators of built up vehicles /manufacturers (OEM) are eligible to quote in the tender.
			(iv)	The authorized fabricators quoting on behalf of their foreign principal would be treated as Indian agent and they should be registered with DGS&D under the compulsory registration of Indian Agents of foreign principals.
			(v)	OEM (indigenous/foreign manufactures) can either bid themselves or their authorized fabricator can bid on their behalf.
			(vi)	One OEM cannot authorize more than one fabricator to quote on its behalf in the tender.
			(vii)	In case of authorized fabricator bidding on behalf of foreign principal the foreign principal will have to give an undertaking as per the proforma at appendix-11.
			(viii)	Authorized fabricators should attach a certificate from the principals assuring their association for at least next 05 years



		(ix)	Should have fabricated 25% of the of quantity of tendered store/similar type of stores to any Govt. Department in India in the last two years
		(x)	Certificate of Authorized fabricator must be valid at least for 01 year from the date of opening of the Tender.
13.	Penalty	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% after which it will be the discretion of the purchaser to terminate the contract and forfeit the performance security without further intimation.
		ii)	In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per rules.
14.	Guarantee/ Warranty	(i)	12 Months from date of delivery.
		(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 field trial as applicable.
		(iii)	The firm will undertake to repair fabricated vehicles during Warranty/guarantee period at each consignee(s) locations.
15	Penalty	:	Penalty clause during Guarantee/ warranty will be as under:-
		i)	Response time after information will be 07 days for J&K and North East region and 04 days for remaining regions.
		ii)	Maximum time for repair / replacement will be 10 days for J&K and North East region and 07 days for remaining regions.
		iii)	Penalty for noncommercial period of the equipment will be @ Rs 500/- per fault per vehicle per day after expiry of repair/replacement period
16.	<u>Pre-bid conference</u>	(i)	It will be held on 08/02/2017 at 1400 hrs , 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 prepared to discuss and give proper presentation / literature in their support in Pre Bid conference. Any representation/ suggestion received thereafter will be liable to be ignored.
17	All tests and trials will be carried out to the entire satisfaction of the Owner/ Purchaser.		
18.	No deviation of the terms and conditions is acceptable. Offers with Terms and Conditions which are in deviation of the tender terms are liable for rejection without making back reference to the tenderer.		
19.	The tenderers are also required to quote for buyback of the retried material of the existing vehicles i.e. required to be removed before fabrication of the ERV. Tenderers may visit and inspect the existing troop carrier vehicles at their own cost to assess the buyback price and for any other requirement before quoting the rates. L1 will be decided on the package cost of after deducting the buyback price from the price quoted for fabrication of the new ERV.		


(S.S. Guleria)

Dy Inspector General (Proc. & Prov.)
For and on Behalf of President of India

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



SCHEDULE-III

LIST OF STORES

S.NO	DESCRIPTION OF WORKS	QTY
01	Fabrication of Emergency Rescue Vehicles (ERV) by conversion /remodeling of existing troop carrier vehicles	12 Nos.



(S.S. Guleria)

DIG (PROC), NDRF


For and on behalf of the President of India

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



LIST OF CONSIGNEES
NAME & ADDRESS OF CONSIGNEE AND QUANTITY

SL NO.	UNIT	Stores	Qty.
1.	The Commandant 01 Bn NDRF, Patgaon, Po- Azara, Guwahati (Assam), Distt- Kamrup, Pin-781017 R/Stn- Guwahati	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
2.	The Commandant 02 Bn NDRF, Haringhata Near RRT Post Office Mohanpur Distt – Nadia West Bengal Pin 741246	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
3.	The Commandant 03 Bn NDRF, Mundali, Post : Mundali, Distt-Cuttack,(Odisha) R/Stn- Cuttack	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
4.	The Commandant 04 Bn NDRF, Arakkonam, Post Suraksha Campus Distt. Vellore (TN) Pin Code - 631152 R/Stn Arakkonam	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
5.	The Commandant 05 Bn NDRF, Village – Sadumbare, Taluka – Maval, Distt – Pune Maharashtra R/Stn - Talegaon,	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
6.	The Commandant 06 Bn NDRF, Jharod Camp Crpf, The Wagodia Distt: Vadodara (Gujarat) 351510 R/Stn- Vadodara	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
7.	The Commandant 07 Bn NDRF, Post Box-81, Bibiwalla Road, Distt- Bhatinda (Punjab) R/Stn : Bhatinda (Punjab)	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
8.	The Commandant 08 Bn NDRF, Kamla Nehru Market, Sector-19, Ghaziabad (UP)	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
9.	The Commandant 09 Bn NDRF, NH-30, Ara Road, Bihta, Patna (Bihar)	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
10.	The Commandant 10 Bn NDRF, Acharya Nagarjuna University Campus, PO- Nagarjuna Nagar, Distt.: Guntur (A.P)-522510	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
11.	The Commandant 11 th BN NDRF, Gautam Budh Bhawan, Maqbool Alam Road, Varansi (U.P.) - 221002	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01
12.	The Commandant 12 th Bn, NDRF, Vill+Po-Doimukh, Distt- Papum Pare, State- Arunachal, Pradesh-791112	Emergency Rescue Vehicle (Fabricated by conversion /remodeling of existing troop carrier vehicles)	01


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 DIG (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



SCHEDULE-V

DRAFT SPECIFICATION FOR FABRICATION OF EMERGENCY RESCUE VEHICLES (ERV) BY CONVERSION /REMODELLING OF EXISTING TROOP CARRIER VEHICLES

PREAMBLE:

The Emergency Rescue Van shall be fabricated/re-modeled on TATA 1613, 4200 mm wheel base which will be supplied by NDRF to the fabricator/ modulator firms.

- **STRUCTURE:** The Skelton structure will be mounted on Full length runner ISMC 100X50 on the chassis, the floor will be supported by cross bearers ISMC 75X40. And angles ASA 40X5. Body structure will be GI tube 2 mm thick.
- **PANNELING:** All external panels will be Aluminium plain sheet 2 mm the, Internal vertical panels will be aluminium chequered sheet 1.6 thk. Floor will be aluminium chequered sheet minimum 3mm thick.
- **PAINTING:** PU Paint.
- **SLIDES :** Slides will be of supplied for drawers
- **DRAWERS:** Drawers will be all aluminium construction.
- **LIGHTS:** All illuminating lights will be LED
- All electrical std with Grand make light bar with PA system, flashing strobe beacons etc.

2. GENERAL REQUIREMENTS:-

The vehicles shall confirm in all respect of the provisions contained in the M.V. Act 1988 and M.V. Rules 1989 or to any other statute modifications or re-enactments' thereon from time to time. All the equipment necessary for R.T.O.'s clearance shall be provided on vehicles. Permanent RTO registration and Insurance etc shall be in scope of Owner.

3. DATA, INFORMATION AND DRAWINGS:-

Full detailed information of the body shall be submitted with technical bid for evaluation and approval before fabrication/ re-modeling. The detailed drawing of the body showing details of construction etc. shall also be submitted.

4. DRIVERS AND CREW CAB:-

- 4.1 The Driver Cum Crew cabin shall be OEM fitted original cabin, designed for better & wide vision, enough working room inside the cabin & to have enough aesthetic value.
- 4.2 The first cabin shall house seating for Driver and Officer. The Second cabin shall house seating for at least 4 Rescue Workers.
- 4.3 The driver seat & Rescue officer seat shall be of an adjustable type (free Adjustable).
- 4.4 All the seats shall have foam cushion and shall be covered with best quality Rexene. Provisions shall be made to store BA (Breathing Apparatus) sets in the back rest of the driver, Officer and the crew seats with suitable clamps and brackets where the BA sets (single cylinder) shall rest and shall not be kept in a hanging conditions.
- 4.5 Two doors on each side shall be provided on the Driver cab-cum-crew compartment.
- 4.6 Doors shall be fitted with safety glasses and be of horizontally sliding type window. The glasses on all the windows and doors shall be fixed in aluminium sections powder coated. The sliding glasses shall be provided with spring loaded locks operated from inside the cabin.
- 4.7 Below the crew seat space shall be provided for storage of equipments like spare cylinders of the BA set of the same capacity.
- 4.8 Under the crew seat suitable accommodation to keep mechanical tool kit is to be provided.



- 4.9 The entire super structure of the vehicle including that of the driver cab shall be welded structure made from MS pressed sections and squares tubes of 2 mm thickness with aluminum paneling outside. The outer paneling shall be done from 2 mm aluminum sheet and from aluminum chequered plates 1.6 mm internally, except internal to top of the cabin which shall be lined with good quality rexin or Equivalent type Material.
- 4.10 Thermocol insulation of 25 mm thickness shall be sandwiched between top of the cabin panels (2 mm thick aluminum) with rexin internally.
- 4.11 All the MS material used shall be treated for anti-corrosion before paneling is done.
- 4.12 The complete floor and top of the locker compartment shall be covered with 3 mm aluminum chequered plates.
- 4.13 The bottom plate for driver and crew cabin shall be 3 mm aluminum chequered plate.
- 4.14 A light bar of 1700 mm long operated on 12V battery having 2 Nos. of Rotating Beacon lights, 4 Nos. Strobe lights, hooter and PA system with built in amplifier and a microphone shall be provided in front of officer's seat in the Driver's Cabin.
5. **REAR BODY:**
- 5.1 The rear body shall have minimum seven roller shutters 4 on each side & 1 on rear side. Strong grab rails and non-skid steps shall be provided wherever necessary
- 5.2 2 Nos. of double pipe grab rails mounted on double pipe sockets shall be provided on both the sides of the vehicle.
- 5.3 Suitable arrangement for climbing on the top from rear side to be provided.
- 5.4 The roof of the vehicle shall of 1.6 mm aluminium chequered plate and their joints shall be given enough sealing to make the roof water tight
6. **LOCKERS FOR STOWAGE OF EQUIPMENT:-**
- 6.1 List of equipments chambers wise to be kept in the vehicle and the dimensions of the chambers is attached as Annexure – A.
- 6.2 All equipment as per attached list shall fit within two TATA 1613/42 wheel base chassis.
- 6.3 The lockers shall have smooth operation. The aluminium shutters shall be of reputed make only made of extruded aluminium construction duly powder coated. The shutters shall be of roller type only and not sliding type. The shutter doors shall be equipped with electro-magnetic switch on the door tracks to provide automatic switch on/off of compartment lights.
- 6.4 All the space below the rear body floor and chassis shall be utilized for making lockers for storage of equipment. These lockers shall be covered with Flap type doors opening downwards. Heavy duty chains and hinges shall be provided on these doors so that these doors when open, can be used as climbing steps for access to the lockers above it.
- 6.5 The lockers shall be provided with a combination of fixed shelves and drawers as required to store the equipment as per the latest international standards, i.e. roll-in roll-out type fixed with double ball bearings (sealed types) which shall open in tapered position giving very easy and immediate access to all equipment.
- 6.6 All equipment shall be stowed very scientifically and systematically in the shelves and drawers and each piece of equipment shall have its own designated location show that at the time emergency the required equipment can be very easily located and removed for use.
- 6.7 Location of equipment (lables) shall be provided on each shelf/drawers for immediate identification.
- 6.8 Each equipment shall be properly clamped and strapped in the shelf/drawers to prevent shifting of the equipment while the vehicle is in motion.
- 6.9 The drawers shall be totally fabricated from 3 mm aluminium sheets, corners covered by S.S. angle frame.
- 6.10 All the joints of the aluminium sheets shall be welded.
- 6.11 The drawers shall be fitted with self-locking system to prevent accidental opening while the vehicle is in motion.



- 6.12 A thick rubber sheet shall be fixed at the bottom of all the drawers to avoid damage to the equipment stored in it.
- 6.13 Sufficient numbers of shelves and Roll in Roll out drawers shall be provided to store the equipment.
- 6.14 One locker with some adjustable arrangement to be kept empty so that any one or two additional items can be kept in the vehicle considering hazard.
- 6.15 A strong platform with ramp shall be provided for mounting one standard 100 cc and above motor cycle at rear of rescue tender with heavy duty chains and hinges.

7. **MANUAL TURNING LIGHT MAST:-**

- 7.1 Telescopic Light Mast pneumatically operated through the vehicle air tank should be fixed rigidly at a suitable location of vehicle in such a manner that it should not be damaged due to any jerks.
- 7.2 It should be extendable up to a steady height of approx 5 mtrs from ground level and fitted with 4 x 50 W LED Lights (20,000 Lumens) through a Fixed Light Support Head.
- 7.3 The control of lighting mast should be provided in driver's cabin to operate mast and light.
- 7.4 Permanent connections for taking power supply from a power source set through spiral wire in protective sleeve shall be provided along with the earthed sockets at the Light Supports.
- 7.5 Mast shall be made of extruded seamless aluminium construction, anodized in natural color, to be operated by vehicle generator.

8. **ACCESSORIES & ELECTRICAL FITTINGS:-**

The following accessories/fittings shall be provided on the vehicles at suitable location:-

- 8.1 Search Light – 1 No. adjustable to give flood or beam light and will be mounted in convenient position on the vehicle but at the same time, will be capable of being readily removed and mounted on tripods away from the vehicle. These will each be supplied complete with tripod and not less than 30 m of TRS cable on reel mounted on the vehicle.
- 8.2 Spot lights – 2 Nos.
- 8.3 Fog lights low mounted in front of vehicle – 2 Nos.
- 8.4 Reversing lights suitable situated to assist reversing – 2 Nos on rear side (like Luxury Buses Protected from Wire Grill)
- 8.5 Wind screen wipers electrically operated – (As provided with Chassis)

9. **WORKMANSHIP AND MATERIAL:**

- 9.1 Workmanship executed shall be of the highest order.
- 9.2 All rivets and bolt holes shall have a caste of approved paint on both surfaces before riveting or bolting or welding.
- 9.3 All steel screws, bolts, nuts, rivets etc. shall be zinc coated or shall have rust proof coats by a recognized process.
- 9.4 The roof joints shall be subjected to rigid water tanks at the firms workshop in presence of purchasers representative.
- 9.5 All directions and instructions on all points related to fabrications shall be executed whenever given by the Purchasers' representative for quality workmanship.
- 9.6 All the material to be used in the fabrication of the body work shall be of good quality or approved make and type.
- 9.7 All equipments and material shall comply with the requirements of the latest relevant IS specifications.
- 9.8 The structure of the vehicle shall be rattling free and noiseless while in motion.
- 9.9 There shall be no welding on the chassis.

10. **PAINTING & MARKING:-**

- 10.1 The entire Emergency Rescue Vehicle shall be painted with P.O. Orange Glossy Finish Dupont/ Asian PPG paint & thickness of 0.12 to 0.2 mm thickness, using double coat spray painting on the outside.



- 10.2 The NDRF logo & name will be painted at suitable places specified by the purchaser at the time of prototype.
- 10.3 The chassis and wheel arches will be painted black.
- 10.4 Two coats of anticorrosion & one zinc phosphate-priming coat will be applied before final painting of ERV. The vehicle will be clearly and permanently marked with the following, preferably on a metal plate attached in the driver's cabin & rear side of vehicle.
- 10.4.1 Manufacturer's name or trademark
- 10.4.2 Year of manufacture
- 10.4.3 Engine & Chassis Nos.
- All instrument controls will be identified with nameplates.
11. **INSPECTION:-** The inspection of the Rescue vehicle shall be done in 2 stages as given below:-
- 11.1 1st stage – construction of under structure.
- 11.2 2nd stage – placement of lockers, operation of drawers and other tools


(S.S. Guleria)

DIG (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



ANNEXURE-A TO SCHEDULE - V

LIST OF EQUIPMENTS TO BE KEPT IN EACH CHAMBER OF PROPOSED VEHICLE

			Dimensions			Weight	
Chamber No-01			Length (cm)	Width (cm)	Height (cm)	Weight	Remarks
1	Generator	01 No	105	50	80	116 Kg	
Chamber No-02							
2	Lighting Tower	01 No	33	24	26	88 Kg	ASKA Light
Chamber No-03							
3	Exhaust Fan	02	25	19	28	48 Kg	
Chamber No-04							
4	OBM with stand & Rubber Boat & Accessories	02 Nos	170	95	210	210 Kg	
			155	80	45	60 Kg	
			125	100	40	150 Kg	
Chamber No-05							
5	Misc. items:-	02 Nos Each					100/30/30
	Tent		110	80	45	30 Kg	
	Safety Cones		17	17	34	2 Kg	
	Metal Tubes		170	12	12	10 Kg	
	Gas Cutter		160	40	40	20 Kg	
Fire Extinguisher	68	25	25	15 Kg			
Chamber No-06							
6	CSSSR Tools						
7	Plier	02	22	7	10	320 Kg	
8	Wire Grip	02	24	10	10	1 Kg	
9	Bolt Cutter 14"	02	16	6	10	1.8 Kg	
10	Bolt Cutter 30"	02	34	8	10	4.5 Kg	
11	Chisel 1/2" & 1"	02 Each	21	5	10	120 Gm 420 Gm	
12	Screw Driving Set	02	14	6	10	200 gm	
13	Framing Square	02	65	34	10	800 gm	
14	Hack Saw	02	46	16	10	600 gm	
15	Hand Saw	02	69	14	10	500 gm	
16	Tin Snip	02	30	8	10	500 gm	
17	Claw Hamper	04	35	14	10	1 kg	
18	Level	02	31	6	10	200 gm	
19	File Flat	02	51	7	10	500 gm	
20	Fire Axe	01	79	34	10	3 kg	
Chamber No-07							
21	Crow War	04	92	5	10	4 kg	60/4
22	Axe Mat Kit	01	83	24	8	6 kg	
23	Scene Tap	01	10	9	9	1 kg	
24	Spray Paint	02	9	8	8	400 gm	
Chamber No-08							
25	All Type Of Cylinders:-						
	Air lifting bag						
	Cylinder	1	75	20	20	40 kg	
	BA Set	2	72	35	25	21 kg	
	Deep Diving Cylinder	#	70	32	32	30 kg	



Chamber No-09 &18							
26	MFR items complete	1	60	65	60	13 kg	
Chamber No-10 &19							
27	Pick Hattocks	04	65	10	10	12 kg	
28	Spades	04	24	27		1.5 kg	(60/8)
29	Shovels	04	110	32	30	3 kg	
30	Pry Bars	04	167	5	5	7 kg	
31	Sledge Hamper	02	77	21	7	7 kg	
Chamber No-11							
32	Plates OF Airlifting Bag	#	95	30	95	20 kg	
33	Reciprocating Saw	02	57	30	17	7 kg	Box dim
34	Rotary Hamber Drill	02	53	38	17	5 kg	
Chamber No-12							
35	DM Kit	01	97	47	33	77 kg	
Chamber No-13							
36	RR Saw Gasoline	1	90	70	60	7 kg	Box dim
37	Circular Saw With Stabilizer	2	110	57	67	20 kg	
Chamber No-14							
38	Fuel Containers	#	50	34	32	3 kg	
Chamber No-15							
39	Head Lights	50	20	11	8	120 gm	
40	Distress Signal Unit	12	16	10	7	340 gm	
41	Knee Pad	8	20	15	6	100 gm	
42	Heavy Duty Gloves	8	38	18	7	400 gm	
43	Extension Cord Flexible	#	45	45	30	2 kg	
Chamber No-16							
44	Extension Cord	#	45	45	30	2 kg	
45	Bits Of Rotary Hammer Drill	4	15	34	32	10 kg	
46	Blade of RR Saw (Gasoline & Electric)	2/4	15	70	60	10 kg	
Chamber No-17							
47	QDA/Communication	#	80	80	40	30	Box1
			80	55	45	30	Box2
			80	55	45	30	Box3
			100	60	55	30	Box4
			70	25	65	30	Box5
			50	47	20	30	Box6
			105	50	80	116	Genera tor
			200	25	25	20	pole
			100	60	55	30	
			45	40	32	20	Box7 battery 2nos dim
Chamber No-20							
48	Mono Pump/ Diamond Chain Saw	1 each	40	40	45	50 kg	
			90	44	45	13 kg	
49	Wooden Chain Saw	1	108	42	32	7 kg	



APPENDIX -1

FORM – 68-A

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

From:

TENDER NO. _____

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____, I/We shall be bound by a communication of acceptance within the prescribed time.
2. I/We have understood all the instructions to Tenderers in the Tender Enquiry and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. I/We have understood all the tender conditions in the tender enquiry and will comply with them.
4. All the **Appendices from 1 to 9 in Technical bid envelope & Appendix No. 8 in Price bid envelope** have been submitted duly filled in & signed.
5. The following pages from page No.1 to Page No. _____ have been added to and will form the part of this tender.

Yours faithfully
(SIGNATURE OF TENDERER)
ADDRESS _____
DATED _____

SIGNATURE OF WITNESS

ADDRESS _____
DATED _____



DETAILS OF MANUFACTURER/FIRM

1.

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

2. Details and Address of Subsidiary Office(s)

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

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



4. Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.
5. Gross weight of consignment. (Net weight of each item)
6. PAN
Confirm whether you have attached photocopy of PAN Card duly attested.
7. Status
Indicate whether you are LSU or SSI. Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.
If you are a Small Scale Unit registered with NSIC under Single Point Registration Scheme, whether there is any monetary limit.
In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached an attested photocopy of the registration certificate indicating the items for which you are registered.
8. Banker:-
(a) Name :
(b) Address :
(c) Telephone :
(d) e-mail :
(e) Fax :
9. Business name and Constitution of the firm. Is the firm registered under:-
(i) The Indian Companies Act, 1956
(ii) The Indian Partnership Act, 1932. (Please also give name of partners)
(iii) Any Act; if not, who are the owners. (Please give full names and address.)
10. Whether the tendering firm is Manufacturer of the store specified in the tender.
11. (a) If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacturing are also produced in India. If not give details of materials components etc., that are **Imported** and



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

(b) Authorized Dealers/Distributors to specify the details of indigenous and imported material with their value.

12. State whether raw materials held in stock sufficient for the manufacture of the stores.
13. Please indicate the stocks in hand at present time.:
 - i) Held by you against this Enquiry.
 - (ii) 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:-
 - (a) 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.
 - (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
 - (c) If the answer to either (a) or (b) is in the affirmative, furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B.: (1) Attach to the tender a copy of either document on which reliance is placed for authority of



partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.

- (2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

16. Here state specifically:

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

18. Are you.

- (i) Holding valid Industrial Licence(s)/Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.
- (ii) Exempted from the 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 license is required for the purpose of raw materials and/or that you possess the required license.
18. State whether business dealings with you have been **banned** by Min./Deptt. of Supply/Min. of Home Affairs?
19. *Have your Firm ever been **black listed or debarred** by any Govt. or Semi Govt. or Autonomous bodies.*
20. Confirm that you have read all the instructions carefully and have complied with them accordingly.
21. Sale Tax office Address.
22. Details of last income Tax return (Enclose copy)
23. Name and details of Authorized Person detailed For dealing this case with NDRF for this Tender (Photo Copy of I-Card to be attached)
24. Change of name of the Firm, if any, since origin, with date and reasons thereof:
25. Details of FIR / Complaint lodged against your firm with police, if any:
26. Income Tax office Address.

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

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



APPENDIX -3

QUESTIONNAIRE ABOUT MANUFACTURER

1. Name & Address of contractor _____
2.
 - a) Whether registered with DGS&D for subject stores Yes No.
 - b) If yes, monetary limit Rs. (Lakh) (Without limit)
(Enclose attested photocopy of Regn. Certificate)
 - c) Validity Date Permanently
3.
 - a) Whether registered with NSIC for subject store Yes No
 - b) If yes, monetary limit Rs. (Lakh) (Without limit)
(Enclose attested photocopy of Regn. Certificate)
 - c) Validity Date Permanently
4. Whether you agree to submit advance sample if called upon to do so within specified period Yes No
5. Whether past supplier of subject store to DGS&D Or Min. of Home Affairs during the last 3 years. Yes No
(If yes, submit performance report in enclosed Performa)
6. Terms of delivery: (i) FOR Destination for Indigenous Manufacturer (Free delivery to consignee basis)
(ii) CIF, IGI Airport, New Delhi for Foreign Manufacturer.
7.
 - a) Delivery period in months from the date of placement of order/ Approval of Advance Sample. Months
 - b) Monthly rate of supply.
8. Acceptance to conditions of contract as Contained in DGS&D-68 (Revised) amended up to date and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. 35 Yes No

9. Have you enclosed required Earnest Money:

Yes

No

10. Do you accept tolerance clause :

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

14. Kindly give details if any.

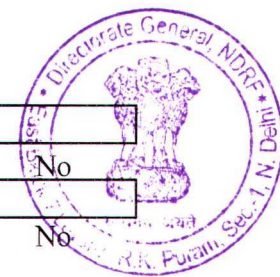
Signature of Tenderer : _____

Name in Block letters : _____

Capacity in which : _____

Tender is signed: _____

Full Address : _____





APPENDIX-4

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.

FORM -7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN DUPLICATE)

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

1. Details of firm

(a) Name :

(i) Office :

(ii) Address :

(iii) Telephone :

(iv) Fax :

(v) e-mail :

(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 10 inclusive need to be restricted to the extent they pertain to the item(s) under reference.

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 atare
bound unto.....(hereinafter called the "Purchaser") in the sum of
.....
for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents. Sealed with the Common Seal of the said Bank
this.....day of.....2016/17.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

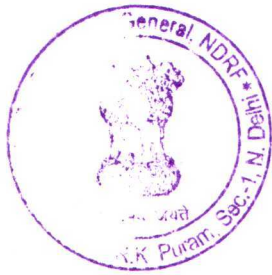
This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....
Seal, name & address of the Bank and address of
the Branch



APPENDIX-6(B)

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.

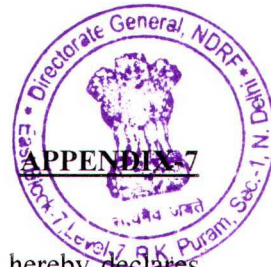
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice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



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 contract. The contractor hereby guarantees that the said Equipment/articles would continue to conform to the description and quality aforesaid for a period **12 Months** 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 **12 Months**, 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 **12 Months** 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/Warranty will be comprehensive i.e. inclusive of all consumables and spares of all types (except fuel) and will be implemented on site as under:-
 - a. 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/Warranty is for more than 6 months 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/ warranty period of equipment will be carried out by the firm free of cost as specified by the OEM.

PROFORMA FOR PRICE BID

(TO BE FILLED BY THE BIDDERS & SEALED SEPARATELY)

NB :- (i) Tender Inviting Authority : DG NDRF

(ii) Name of work : Fabrication of Emergency Rescue Vehicles (ERV) by conversion /re-modeling of existing troop carrier vehicles

(iii) Contract No. : 1-17018/1374/Proc/ DG-NDRF/2017

(iv) Tenders are requested to read the instructions given at the bottom of Price Bid Proforma carefully before filing the same.

(v) Currency to be mentioned in columns D to L.

S/ No.	Nature of work	Item Code/ Make	Quantity	Units	BASIC RATE In Figures To Be Entered By The Bidder (in INR)	Excise Duty (in INR)	Sales Tax/ VAT, if any (in INR)	Any other Taxes, Duties/ Levies (in INR)	Total Amount without taxes	Total Amount with taxes
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
A	Fabrication of Emergency Rescue Vehicles (ERV) by conversion /re-modeling of existing troop carrier vehicles.	Cost of materials (Item wise list of materials with quantity to be annexed with price bid)	12	Nos						
		Labour cost	12	Nos						
B	Buyback price of the retrieved materials from the existing troop carrier vehicle	Items3	12	Nos						
Total in figures (total cost of A – total cost of B)										
Total Rate in Words										

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

- (a) The complete commercial quote should be in one currency only i.e INR.
- (b) Tenderers are required to indicate Basic Rate, Custom duty, Excise duty, Sales Tax/ VAT 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.
- (c) Entry tax / Octroi /Toll tax and other Statutory Taxes will be applicable at actuals, if admissible.
- (d) 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.
- (e) Firm will provide consumable & spares free of cost during demonstration and training.
- (f) No column should be left blank. Wherever amount is not quoted, the column should be clearly marked as Nil. ("Nil")
- (g) The tenderers are also required to quote for buyback of the retrieved materials of the existing vehicles i.e. required to be removed before fabrication of the ERV. Tenderers may visit and inspect the existing troop carrier vehicles at their own cost to assess the buyback price and for any other requirement before quoting the rates.
- (h) L-1 will be decided on the total package cost of the project after deducting the buyback price from the price quoted for fabrication of the new ERVs.



APPENDIX-9

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.

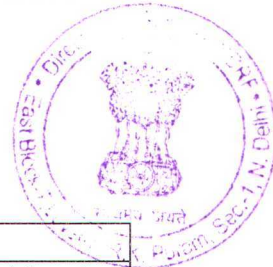


APPENDIX-10

CHECK LIST FOR TENDERERS

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

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



	Firms has not been banned by any Govt./Private agency.
18	Copy of 100% illustrated list of all the spare parts with technical bid and with price (separately) with the price bid in pdf form enclosed.
19	Confirmation by foreign bidder(s) that, there are no Govt restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and / or for the export of any part of the system being supplied. Suppliers /Contractors shall obtain a certificate to this effect or authority concerned of their country and attached with technical bid.
20	Any specific condition if needed, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such conditions if mentioned in any other document shall not be given any consideration.
21	Copies of Govt. Notification in support of all applicable Taxes/Duties quoted in the offer have been attached.
