

SCHEDULE TO TENDER
LIMITED TENDER ENQUIRY

GOVERNMENT OF INDIA, MINISTRY OF HOME AFFAIRS
GROUP COMMANDER 28 SPECIAL COMPOSITE GROUP,
NATIONAL SECURITY GUARD, REGIONAL HUB HYDERABAD
RAJIV RAHADHARI ROAD, NEAR MILITARY HOSPITAL, TRIMULGHERRY
SECUNDERABAD, TELANGANA STATE -500 015
[PH No.040-27790495, 27790512 Fax No.040-27790578]

5547/28 SCG/e-TDR/2016-17/

Dated, the Dec 2016

Tender No.02/ 2016-QM

1. For and on behalf of the President of India, the Group Commander, 28 SCG NSG Regional Hub Hyderabad invites sealed tenders under TWO BID SYSTEM (Technical & Financial Bid) for procurement of **COMMANDO TORCH (TACTICAL FLASH LIGHT) – 96 Nos** for use in 28 SCG, NSG, Regional Hub Hyderabad, Rajiv Rahadhari Road, Near Military Hospital Trimulgherry, Secunderabad – 500005.

2. This tender enquiry has the following chapters and appendices:

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3. All tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is written undertaking that all the terms and conditions of the tender are understood and accepted should be signed and submitted **only through** e-Procurement site <http://eprocure.gov.in/eprocure/app>.

4. Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before uploading the tender.

5. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer.

6. All tender documents must be duly completed, digitally signed by authorised signatory on each page and uploaded

7. Tenders must ensure this complete set, starting from Form 235 Invitation to Tender and Schedule to Tender from page 1 to 35 is signed on each page and uploaded with their offer, as it is, without any modification/alteration.

8. In case of any difference between the conditions mentioned in schedule to tender and specifications / QRs, the condition given in the specifications will be binding.

9. The tenderer can quote product/products of one OEM only.

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

Signature of Tenderer

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Chapter – I
Instructions to bidders

(THIS TENDER SET IS NOT TRANSFERABLE)

- 1 **Name of Stores** **COMMANDO TORCH (TACTICAL FLASH LIGHT) for 28 SCG, NSG, Regional Hub Hyderabad, Rajiv Rahadhari Road, Near Military Hospital, Trimulgherry, Secunderabad, Telangana -500015**
- 2 **Tender Cost**
i) The tender set will be issued on payment of Rs.500/- (Rupees Five hundred) only from the QM Office on any working day of 28 SCG, NSG, RHH Hyderabad from 1000hrs to 1700 hrs.
ii) Those who download the tender set from the NSG Website or CPP portal must submit the cost of tender of Rs.500/- through a Bank Draft/Bankers Cheque in favour of RPAO, Regional Hub Hyderabad at the time of submission of tender. Tender documents submitted without the cost of tender will be rejected except those firms who are enlisted with NSIC
- 3 **Earnest Money** Rs. 15,000/- (Rs. Fifteen thousand only)
- 4 **Date of issue/Publishing of tender** 20 Dec 2016 at 1000 hrs
- 5 **Documents download start date** 20 Dec 2016 at 1100 hrs
6. **Clarification start date** 20 Dec 2016 at 1100 hrs
- 7 **Clarification end date** 28 Dec 2016 at 1400 hrs
- 8 **Last date & time for submission of tender** 09 Jan 2017 at 1100 hrs
- 9 **Date and time for opening of tender** 09 Jan 2017 at 1200 hrs
- 10 **Place of submission of Tender Documents**
i) The envelope containing tender documents must be clearly super scribed with the Tender No., Name of Store and Date of Opening.
ii) In case of any difficulty in submission of tenders, please contact QM on behalf of Group Commander, 28 SCG, NSG on telephone No.040-20081353 or 27790495.
iii) NSG will not be responsible for tenders submitted at any other place
iv) Tenderers are requested to study the tender documents completely and ensure all documents, forms and annexure4s to the tender are completely and correctly filled up, signed and stamped where applicable, all necessary literature, brochures and pamphlets have been attached and then to submit their offer. In complete tender documents shall be rejected straight away without any reference to the tenderers.
- 11 **Form of Earnest Money Deposit (EMD)**
The EMD can be deposited in the following form only.
i) Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque drawn in favour of RPAO, Regional Hub Hyderabad
ii) An irrevocable Bank Guarantee (BG) of any Indian Nationalised/Schedule Bank in Indian Rupees.
- 12 **Offer Validity**
6 months (180 days) from the date of tender opening.
In the absence of any indication in the tender documents submitted on the date upto which the offer has been kept valid, it will be taken that the offer will remain open for acceptance for the period specified in the Schedule to Tender.
- 13 **Extension of validity & Earnest Money Deposit**
If the validity of the tender is extended, the validity of the Earnest Money Deposit will also have to be suitably extended by the tenderer failing which their tender shall not be considered by the purchaser after the expiry of the aforesaid period.

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14 Eligibility for Responding to Tender

- A
- i. Only those firms should respond who are the manufacturer or authorised dealer/agent of the manufacturers of the stores specified in the tender specifications.
 - ii. In countries where manufacturers are authorised to export such equipment only through their authorised Govt. marketing agency, such agencies will be allowed to bid. The tenderer must furnish a certificate from the manufacturer and their Govt. with the tender, certifying the authenticity of this requirement failing which their tender will be summarily ignored.
 - iii. The Foreign manufacturers of the tendered stores will have to specify in the tender documents the details of the after sales service to be provided after expiry of warranty period.

B Indian agent of foreign manufacturers/Principal are allowed to participate in the tender subject to the following conditions :(Not applicable)

- (i) (a) The Indian agent must be enlisted with the DGS&D for the tendered stores, on the date of opening of technical bids, under the compulsory registration scheme of the Department of Expenditure.
(b) Attention is drawn to DGS&D Circular No.12 dated 12 Sep 2009 (available on DGS&D website) in this regard. In view of the stand of DGS&D on the enlistment with DGS&D as an Indian Agent of foreign principals under compulsory enlistment scheme of the Department of Expenditure of the Ministry of Finance as contained in the DGS&D Circular No.12 dated 12 Sep 2009, offers from Indian Agents not enlisted with DGS&D under this scheme and submitting bids on behalf or otherwise of foreign manufacturers/principals will Not be considered in any manner whatsoever.
- (ii) Those Indian agent who have applied to the DGS&D for enlistment before the date and time of opening of technical bids can also be considered provided their enlistment with DGS&D is operational before the opening of price bids and the Indian agent should inform the purchaser of this in writing in advance of price bid opening.
- (iii) (a) The Indian Agent will submit alongwith the tender documents, a copy of the agreement with the foreign manufacturer/principal, giving particulars of the precise arrangement with the foreign principal and their interest in the business in India.
(b) Such agreement with the foreign manufacturers/principal should be along term agreement and not merely for the present tender.
(c) If the agreement is only for the present tender, the offer received is liable to be rejected.
(d) The Indian Agent will provide details of the after sales service and post contractual support i.e., repair, maintenance, supply of spare parts etc., which he will carry out.
(e) Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and foreign and supplying the same to the purchaser and having no after sales service backup will not be entertained.
(f) The Indian agent will be required to submit details of his commission or any other arrangements with the Foreign manufacturers/principal as remuneration for providing the tendered items.
- (iv) The Indian agent must have the necessary permission/clearance/licence/authorisation from the Central Govt. of India to deal in or offer for sale the tendered stores in case the tendered item comes within the purview of arms, ammunition, explosives or explosive substances. A copy of the same must be enclosed with the offer failing which their offer will be set aside.

15 Clarification on Specifications/QR

In case any prospective bidder requires clarification(s) on technical specifications/Qualitative Requirements (QRs), he may notify the purchaser in writing before closing date of tenders. The purchaser will respond only to a request for clarification(s) or QR if it is received in QM 28 SCG NSG before closing date of tenders. If such request not received by this office within the specified date will not be entertained.

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- 16 **Opening of Tender**
Tendering firms can authorise a representative to be present at the opening of the tender.
The representative must bring with him a letter of authority from the firm to be present at the opening of tender.
- 17 **Sample Clause:** Tender samples is required
- 18 **Lab Test Report** If called for QRs/Specifications, copy must be enclosed/uploaded with bid
- 19 **Sampling and Inspection criteria** The tenderers will have to abide by the sampling and inspection criteria formulated by the purchaser
- 20 **The Purchaser** The President of India
- 21 **Inspection Authority** The Group Commander, 28 SCG NSG, RH Hyderabad
- 22 **Inspection Officer** Board of Officers of 28 SCG NSG RH Hyderabad
- 23 **Stores Required At (Consignee)** 28 SCG, NSG, RH Hyderabad, Rajiv Rahadhari Road, Near Military Hospital, Trimulgherry, Secunderabad-500015
- 24 **Delivery Required by** **For Indian Suppliers** – Within 30 days of supply/work order
- 25 **Terms of Delivery & Despatch** Free delivery to consignee basis only.
- Instructions**
- 26 **Pre-Despatch Inspection/Joint Receipt Inspection**
i) **Pre-Despatch inspection:** Pre-despatch inspection if specified in supply order will be carried out by a Board of Officers in order to check its compliance with specification.
ii) **Joint Receipt Inspection:**
a) Joint receipt inspection shall be completed within 30 days of receipt of stores
b) If the same is rejected in final inspection as not confirming to specification before acceptance, the same must be replaced. Alternatively at purchaser's option, money is refunded positively within 07 days of issue of notice of such rejection. The consignee's right of rejection in this regard will be final and absolute.
c) The successful tenderer will have to provide at own cost & arrangements, technically qualified personnel at the consignee's location for JRI. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identify each part/component supplied.
- 27 **Packing & Marking**
The packing and preservation of the supplied goods shall be airworthy/seaworthy/roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transportation. Each packing case shall have labels as follows:

Contact No.:040-27790495, 27790512
Consignee: GC 28 SCG NSG
RH Hyderabad, Rajiv Rahadhari Road, Near Military Hospital,
Trimulgherry, Secunderabad-500015.
All damages which may occur as a result of defective packing shall be borne by the seller
Drawing or sketch(plan) showing outside dimension for all oversize packages which fall outside moving dimension should be prepared so that movement can be planned in advance.
- 28 **Compliance Statement**
The firm must submit compliance statement in the format given in Chapter V alongwith technical bid failing which their offer will be treated as incomplete and is liable to be ignored.

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29 **Security Deposit**

The successful tenderer will be required to furnish Security Deposit @10% of the contract value within 19 days of award of contract for the due performance of the contract as per clause 7 of DGS&D 68 (Revised), if specified in the supply order. Failure on the part of the supplier to deposit the security deposit within the stipulated time will make the order null & void.

30 **Guarantee/Warranty Terms**

If not specified in QRs/Specification

Minimum one year warranty required. Warranty period will start from the date of acceptance of store. Also, warranty terms as per clause-7 of Conditions of Contract contained in Form 68 (Revised) as amended till date alongwith provisions of conditions of tender/contract attached will be applicable.

In case stores/part of stores are found defective/damaged during inspection after delivery to consignee, the suppliers will replace or repair the store under warranty at consignee's location in India free of cost and thereafter will be allowed to lift the rejected stores.

31 **Performance Security Bond**

The successful tenderer will have to submit a Performance Guarantee/Warranty Bond equivalent to 10% of the contract/Order value in the shape of a Bank Guarantee in the required proforma which will be supplied along with the AT

The Performance Guarantee/Warranty Bond will come into force after the receipt and final acceptance of the stores. Final acceptance will be from the date of acceptance of the inspection report of the inspecting officer by the Group Commander, 28 SCG, NSG. The performance guarantee/warranty bond will remain valid till the expiry of Warranty/Guarantee period, if required. **Where the Performance Bank Guarantee is obtained by a foreign bank, it shall be got confirmed by a Scheduled Indian Bank and shall be governed by Indian laws and be subject to the jurisdiction of courts of the place of issue of the Acceptance of Tender (AT)**

32 **Spares and AMC**: If not specified in QRs/Specifications

The tenderers should submit list of required spare parts along with the items wise prices required for 5 years beyond the warranty period. A complete list of service centers in India, along with details of technical personnel manning the service centers must also be submitted.

33 **Option Clause:**

The purchaser reserves the right to place order on the successful tenderer for additional quantity upto 25% offered by them at the rates quoted by them at the time of placement of contract or during the currency of the contract.

34 **Fall Clause:** Fall clause will be applicable as under:

The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells or offer to sell store of identical description to any person/organisation during the currency of this contract.

If the contractor, at any time, during the currency of the contract reduces the sale price, sells or offers to sell such store to any person/organisation at a price lower than the price chargeable under the contract, if shall forthwith notify such reduction/sale/offer of sale to the Group Commander 28 SCG NSG and the price under the contract would be reduced accordingly.

35 **Liquidated Damages:**

In case the firm does not complete the supply within the laid down agreed delivery period as per contract, liquidated damages will be charged @ 2% of the contract value per month or part thereof, subject to a maximum of 10% of the contract value. The purchaser reserves the right to either extend or cancel the contract after expiry of D.P.

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36 **Particulars to be furnished by Foreign Firms & their Indian Agents/Associates-NA**

The following particulars must be furnished by the foreign firms and the Indian agents/associates/representative or facilitator of the foreign firms participating in the tender:

- (i) The Precise relationship between the foreign manufacturer/principals & their Indian agents/associates representative or facilitator.
- (ii) The mutual interest which the manufacturer / principal and the Indian agents/ associates have in the business of each other.
- (iii) Any payment which the agent/associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
- (iv) Indian agent's Income Tax Permanent Account Number
- (v) All services to be rendered by the agents/associate whether of general nature or in relation to the particular contract.

N.B.: Tenders which do not comply with the above stipulations are liable to be ignored.

37 **Submission of the proposal in TWO BID SYSTEM**

The tenderers must submit the tenders in as **TWO BID SYSTEM** specified in clause-1 of this schedule to tender.

A. **TECHNICAL BID**

(a) **THE FIRST COVER SHOULD CONTAIN THE FOLLOWING:**

- Tender documents duly completed and signed but WITHOUT INDICATING THE RATE QUOTED (Scanned Copy)
- (b) DD/Cheque towards cost of the tender set (Scanned copy)/ Original to be submitted manually. Earnest Money or copies of DGS&D/NSIC certificates with amendments, if registered for tendered store and exempted from depositing the earnest money. (Scanned copy). Original to be submitted manually.
- (c) The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc.
- (d) Details of warranty/terms and conditions arrangements for after sale service in India and training, if required by users.

B. **SECOND COVER SHOULD CONTAIN THE FOLLOWING:**

- (i) Details of rates, taxes, duties, discounts, if any, quoted by the bidder should be submitted as per ANNEXURE-I
- (ii) For terms, delivery period quoted.

NOTE: a) The word "**TECHNICAL BID**" should be written clearly and prominently on the first cover along with tender number, name of stores and date of opening. Similarly, the word "**PRICE BID**" should be written clearly and prominently on the second envelop along with Tender Number, name of store & date of opening.

- (b) Full name and status of the person signing the tender documents must be clearly mentioned in the Tenders.

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Evaluation of the Proposal: A two stage procedure will normally be adopted.

(i) **STAGE-I**

- (a) Evaluation of Technical Bids and if felt required/necessary Functional Demonstration/ Physical evaluation of the stores to assess their suitability against the laid down QRs.
- (b) If felt required and called for by evaluation board, the tenderers will have to give such functional demonstration on no cost no commitment basis at a location specified by the purchaser. It will be tenderers responsibility to submit the samples on the appointed date, time and place.
- (c) In case of imported stores, no assistance except providing End User Certificate if necessary, and that equipment has been called for trials by 28 SCG, NSG in response to tender will be provided by the purchaser.
- (d) The tenderers or their authorised agent/representative/facilitator/dealer/reseller/ coordinator/ liaison representative whether registered or not, will have to obtain import licence/permission/ NOC from MHA/DFTG/Collector of Customs and landing permit of DGCA themselves.
- (e) The consignment will have to be cleared from customs etc., by the firm/their representative & deposited at specified location & office as intimated by 28 SCG, NSG.
- (f) The firms to submit performance report w.r.t. execution of similar type of work.

No requests in any manner shall be entertained in this regard.

- (g) Tenderers must ensure that they enclose all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the QRs/specifications.
 - (h) In case it is not possible to verify compliance of equipment offered due to lack of adequate documents, no reference will be made to tenderer & bid will not be considered further.
- (ii) **STAGE – II Financial Evaluation:**

- (a) The price bid of only those firms will be opened who have executed similar type of work and found compliant as per schedule of requirement. The price bid will be evaluated accordingly.
- (b) For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into a single currency i.e., INR as per the selling exchange rates established by RBI/SBI as per prevailing on the date of opening of Tender.
- (c) It is in the tenderers interest to include all relevant and detailed technical data with their bid.
 - (i) Technical offer is comprising of all relevant required documents.
 - (ii) The composite bid of only those firms will be opened who have been found meeting the laid down QR. The price bid will be evaluated accordingly.
 - (iii) It is in the tenderers interest to include all relevant data with their composite bid.

Payment Terms

(i) **For Indigenous Stores:**

100% payment will be made after receipt of stores on fulfilment of the following conditions:-

- (a) Final acceptance of the store, after inspection by the Inspection Officer so appointed. The date of final acceptance shall be the date on which the inspection report is accepted by the Inspection Authority i.e., the Group Commander, 28 SCG NSG.
- (b) Furnishing of performance bond @10% of order value valid from date of final acceptance of stores valid till expiry of Warranty/Guarantee period laid down.
- (c) **PAYMENT WILL BE MADE THROUGH “E-PAYMENT” ONLY. All firms are required to fill up the Proforma attached with this Tender and get it duly endorsed from concerned bank & submit with the tender.**

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- 39 (ii) **For Imported Stores:**
(a) 90% of price of stores excluding the Indian Agents Commission will be paid against an Irrecoverable letter of Credit on presentation of shipping documents, Manufacturers Inspection Certificate, Guarantee/Warranty Certificate, Country of Origin Certificate from the Chamber of Commerce of the country of origin and other necessary documents (as mentioned in the supply order). Balance 10% will be paid after final acceptance of the stores and submission of Performance bond equivalent to 10% of order value in the form of a Bank Guarantee in the prescribed format valid from the date of final acceptance of stores till the expiry period laid down.
(b) To Indian Agent: 100% Agency Commission will be paid after successful installation & commissioning/Acceptance of the equipment/store at consignees end/by Inspection Authority.
PAYMENT WILL BE MADE THROUGH "E-PAYMENT" FOR WHICH DULY COMPLETED PROFORMA HAS TO BE SUBMITTED.

40 **Mode of Payment**

Through e-payment for Foreign firms

THE PAYMENT TO THE FOREIGN SUPPLIER WILL BE MADE BY LETTER OF CREDIT OPENED BY THE STATE BANK OF INDIA IN CASE SUPPLIER DESIRES LETTER OF CREDIT TO BE CONFIRMED ON A DESIGNATED FOREIGN BANK, SUCH CONFIRMATION CHARGES WILL BE PAYABLE BY HIM.

41. **TRAINING: If not specified in QRs/Specification.**

The tenderers shall provide free training, if required, to the user at the time of installation/ commission/ issue of stores to users, as appropriate for a minimum period of one week at the consignees/users location as specified by the purchaser.

42. **INSURANCE:**

The purchaser will not separately pay for transit insurance and supplier will be responsible till the entire stores contracted for arrive in good condition at the destination. The consignee must notify to the contractor any loss or damage to the stores that may have occurred during transit as soon as possible, but not later than 30 days of date of arrival of stores at the destination.

43. **For any change in terms and conditions of tender/tender specifications, the tenderers are requested to visit NSG Web site/ CPP portal <https://eprocure.gov.in/eprocure/app> regularly.**

44. **The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all tendered stores without assigning any reasons.**

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CHAPTER-II

CONDITIONS OF TENDER/CONTRACT

1. All appendices, attached with the TE should be duly filled in and are SACROSANCT for considering any offers as a complete offer.
2. The conditions of contract which will govern any contract made are contained in the :
 - (i) Pamphlet No. DGS&D-39 titled “Conditions of Contract governing contracts placed by the Central Purchase Organisations of the Government of India” as amended and up to date.
 - (ii) Pamphlet No.DGS&D-229 (All conditions of Rate Contract contained in this booklet will be applied in the instant contract)
 - (iii) DGS&D Form-68 (Revised)
 - (iv) Any special conditions attached to this invitation to tender will also form part of the conditions.

3. Amendments

The following amendments may be carried out in the Pamphlet entitled “Conditions of contract governing the contract placed by Central Purchase Organisation of Government of India” 1991 edition bearing symbol DGS&D-39 Form No.DGS&D-68 (Revised)

- 3.1 The following amendments may be carried out in the pamphlet entitled “conditions of contract governing the contracts by Central Purchase Organisation of Government of India 1991 addition bearing Symbol DGS&D-39 Form No.DGS&D-68(Revised)
- 3.2 The definition of “Government” provided in clause 1(f) of page 2 of DGS&D conditions of contract may be amended as under:-

“Government” means the Central Government
- 3.3 The definition of Secretary clause 1(k) page 3 of DGS&D conditions of contract may be modified as under:-

“Secretary” means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Special Secretary, Additional Secretary, Joint Secretary or Director or Deputy Secretary in such Ministry, Director General, Inspector General, Dy. Inspector General, Group Commander in NSG (MHA) and every other officer authorised for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
- 3.4 Under clause 2l-Page 5 of DGS&D conditions of contract, the word “Director General of Suppliers & Disposals or heads of his concerned regional offices” may be replaced by DG NSG, Ministry of Home Affairs.

4. EARNEST MONEY DEPOSIT

- a) All firms who are not registered with NSIC or DGS&D for the subject stores for which the offers are being invited are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
- b) For claiming exemption from depositing earnest money, tenderer should be registered with DGS&D/NSIC FOR THE SUBJECT STORES FOR WHICH THE OFFERS HAVE BEEN INVITED. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.
- c) EARNEST MONEY CAN BE DEPOSITED IN ONLY ANY OF THE FOLLOWING FORMS:-
 - (i) A fixed deposit receipt drawn in favour of RPAO, Regional Hub Hyderabad. Any irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalised / Scheduled Bank.

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- (ii) The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of the EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender after the expiry of the period shall not be considered by the purchaser.
- d) No interest shall be payable by the purchaser on the EM Deposited by the tenderer.
- e) The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- f) The EM of the successful tenderer shall be returned after the security deposit is furnished as per AT.
- g) If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
- h) EMD of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of Earnest Money in time.
- i) Any tender received from firm which is not registered with DGS&D or NSIC for the tendered stores and is not accompanied with the required **earnest money** in prescribed form is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
- j) Tender fee's exemption to be given to tenderers/agencies covered at para-8.6.1 of DGS&D's manual.
- k) Firms who are registered with the subject stores with NSIC/DGS&D but with a certain monetary limit will be treated as unregistered for their tender value exceeding their monetary limit of registration. Such firms shall be required to deposit earnest money proportionate to EM specified in the tender schedule over and above their monetary limit of registration subject to a maximum of amount as indicated in the tender schedule. In case such firm fails to deposit earnest money, their offer for the tender value exceeding their monetary limit is liable to be ignored.
- l) Offers of those firms who are not registered with DGS&D or NSIC for the subject stores will not be considered unless the same are submitted along with required Earnest Money.

5. **GUARANTEE/WARRANTY**

Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/stores/articles/equipment sold/supplies to the purchaser/consignee under this contract shall be of best quality and workmanship a new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of twelve months from the date of receipt of goods/ articles/ stores/ equipment in good condition at site by the consignee in case of supply contracts and twelve months from the date of installation and satisfactory taking over of the goods/stores/articles/ equipment at the site by consignee where installation and commissioning is involved and notwithstanding the fact that the purchase/inspection authority has inspected and /or approved the said goods/stores/articles/equipment or such if during the 24 months the said goods/stores/articles/equipment to be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment 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 application made thereof by the contractor/seller and in such an event, the above period shall apply to the goods/stores/articles/ equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.

- (i) Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without limitation and agreed discount on the catalogue price or an agreed percentage of profit or landed cost.

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- (ii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.
- (iii) Warranty to the effect that they will make available the blue prints of drawing of spares if and when required in connection with the main equipment.

6. **LAB TEST REPORT**

If called for in the QR's/Specifications or Schedule to tender Chapter-I. Lab test report must be submitted along with the tender.

7. **CAPACITY VERIFICATION**

If the date of registration by NSIC/DGS&D is older than 12 months on the date of opening of bid, it shall not be considered unless capacity of bidders has been re-verified by the DGS&D QA Wing during 36 months preceding the date of opening of bid. For this purpose, tenderer who are either not at all registered with DGS&D/NSIC or whose registration with DGS&D/NSIC is older than 12 months from the date of opening of bid and whose capacity has not been verified by DGS&D QA Wing during the preceding 36 months from the date of opening of bid, must provide the details of plant and machinery in the proforma enclosed with tender enquiry in duplicate and furnish the same with their offer for the purpose of verification/re-verification of their capacity by QA Wing of DGS&D, failing which their offer shall be summarily ignored.

8. **PRICE**

THE PRICE QUOTED SHALL BE ON FIRM AND FIXED BASIS SUBJECT TO NO VARIATION WHATSOEVER DURING THE CURRENCY OF THE CONTRACT.

9. **DISPATCH INSTRUCTIONS & DOCUMENTATION**

The seller shall intimate to the Purchaser, by telex or fax and Speed Post 01 week in advance, the mode of transport and anticipated date of delivery of consignment.

10. **PAST PERFORMANCE**

Bidders must enclose performance statement for the last 3 years in the proforma supplied with the tender.

11. **SPECIAL CONDITIONS**

- (a) Bidder to indicate the customer care centers across India for after sales warrant report
- (b) Bidder to submit details to test equipment required for undertaking repairs by the users
- (c) Bidders to submit details of SMT(Special Maintenance Tools) and STE(Special Testing Equipment for undertaking repairs by the users.
- (d) Bidders to submit details of MRLS(Manufacturer Recommended List of Spares)
- (e) Bidders to submit details of ISPL (Illustrated Spare Parts List)

(f) **LIQUIDATED DAMAGES**

In case the firm does not complete the supply within the delivery period, action will be taken against the firm as per Para 15.7 of DGS&D Manual and Para 14.7 (i) of Ministry of Commerce, Deptt. of Supply of the General Condition of the contract DGS&D-68(Revised)

In case of any defect in supply or manufacturing or not confirming the technical specifications, observed during the survey at consignee location or later at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.

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

13. **PERFORMANCE SECURITY**

In terms of clause 7 of condition of contract, DGS&D-(Revised) all successful tenderers against the Tender Enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish performance security bond as per clause 27 of Chapter 1, Instructions to Bidders valid upto the laid down period given in the AT.

14. The decision on the assessment of the past performance of the tenderer by the Group Commander, 28 SCG, NSG is final.

15. **LAWS GOVERNING THE CONTRACT**

The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

16. **JURISDICTION OF COURT**

The court of the Hyderabad shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

18.1 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

18.2 Arbitration proceedings shall be held at Hyderabad, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

17. **FORCE MAJEURE CLAUSE**

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either part to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as 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 reasons 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 contract at a price to be fixed by the Purchaser which shall be final all unused, undamaged and acceptable materials, brought 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 brought out components and stores as the contractor may with the concurrence of the purchase elect to retain.

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18 TERMINATION OF CONTRACT

Time shall be the essence of the contract. The purchaser shall have the right to terminate this contract without any notice in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for cause not attributed to Force Majeure after the scheduled date of delivery.
 - (b) The seller is declared bankrupt or becomes insolvent.
 - (c) The delivery material is delayed due to causes of Force Majeure by more than 60 days.
 - (d) In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T.
18. Bulk supplies in the case of successful Tenderer should be on the QRs and specification of the samples of the stores shown to the tenderer.
19. Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.
20. Any query/representation be addressed to **Quarter Master, 28 SCG NSG, Regional Hub Hyderabad, Rajiv Rahadhari Road, Near Military Hospital, Trimulghery, Secunderabad-500015. Telephone - 040-27790495, 27790512 Fax No.040-27790578.**
21. *For any change in terms and conditions of tender/tender specification, the Tenderers are requested to visit NSG Web site/ CPP portal <https://eprocure.gov.in/eprocure/app> regularly.*

22. GOVT. REGULATIONS:

It shall also be confirmed that there are no Govt. restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied. Suppliers/Contractors shall provide a certificate to this effect.

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for and on behalf of President of India

CHAPTER-III

SCHEDULE OF REQUIREMENT

Tender No. /2016-QM-28 SCG

COMMANDO TORCH (TACTICAL FLASH LIGHT) – 96 Nos.

i) FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) of COMMANDO TORCH (TACTICAL FLASH LIGHT) 96 Nos. at 28 SCG, NSG, Regional Hub Hyderabad, Rajiv Rahadhari Road, Near Military Hospital, Trimulgherry, Secunderabad-500015.

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Lt. Col
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CHAPTER-IV

SPECIFICATION

Nomenclature		Specification
Specification of the Commando Torch (Tactical Flash Light)	(a)	General Specification : Equipment is being used by Commandos during operation.
	(b)	Physical Requirement : Should be light weight, weight should not exceed 150-180 gms (without battery). The equipment should be handy and user friendly.
	(c)	Casing/Body : Body of the equipment should be ruggedized & made of non magnetic, Corrosion resistance Aviation grade Aluminium Alloy.
	(d)	Light Source : High Power Creeer XM_L T-6 LED
	(e)	Brightness : Luminious Flux 900-1200 Lumen
	(f)	Focusing Lens : Should have convex lens with free expansion focus and zooming capability.
	(g)	Battery : Should be 18650 Li-Lon rechargeable batteries, commercially available
	(h)	Input Voltage : 3.7~4.2 V
	(i)	Function/Mode Minimum three mode - High, Low, Strobe
	(j)	Water Proof : IP66, strengthened waterproof design ensures resistance against living water and rain.
	(k)	Fall Proof : Should be fall proof up to 6 feet height. To be tested physically.
	(l)	Run Time : High – For 2 hrs, to be tested physically Low - Minimum 06 hrs to be tested physically
	(m)	Life of Lamp : Should be 1,00,000 hours and needn't changing frequently
	(n)	Operation Temperature :- 5 ⁰ C to 60 ⁰ C
	(o)	Reflector : SMO Smooth Reflector
	(p)	Metal Finish : Should have hard-anodized (HA) finish treatment
	(q)	Charging : AC Charger should recharge battery/batteries, charging process of the battery and fully charged status should be indicated by different colour LEDs.
(r)	General Specification : Equipment is being used by Commandos during operation.	

SPECIAL CONDITIONS:

1. Vendor should be OEM (Original Eqpt Manufacturer) or Authorised dealer of manufacturer preferably approved by NSIC
2. In case of Authorised dealers, they should submit letter of authorisation and service support from OEM
3. Bidders should submit performance certificate & PO copies in last 2 years
4. Commitment of AMC/CMC by firm/dealer is must
5. Free training of handling at customer premises during installation including training on handling of torch.
6. Manufacturer with ISO certification shall be preferred over others.
7. Bidders with performance in Govt. undertakings shall be preferred.

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for and on behalf of President of India

CHAPTER-V

PROFORMA FOR COMPLIANCE STATEMENT FOR INSPECTION:

- a) Name of Item :
 b) Brand of item/Country of origin :
 c) Make & Lot No. :
 d) Tenderers are requested to give Compliance of each specifications whether equipment being offered by them is complying with specification or otherwise as per proforma below:-

S. No.	Nomenclature	Specification	Complied	Not complied. If not complied attach deviation statement	Page No. in the tech literature attached/ enclosed with tender which specifically confirms this.
1.	Specification of the Commando Torch (Tactical Flash Light)	General Specification : Equipment is being used by Commandos during operation.			
2.		Physical Requirement : Should be light weight, weight should not exceed 150-180 gms (without battery). The equipment should be handy and user friendly.			
3.		Casing/Body : Body of the equipment should be ruggedized & made of non magnetic, Corrosion resistance Aviation grade Aluminium Alloy.			
4.		Light Source : High Power Creeer XML T-6 LED			
5.		Brightness : Luminious Flux 900-1200 Lumen			
6.		Focusing Lens : Should have convex lens with free expansion focus and zooming capability.			
7.		Battery : Should be 18650 Li-Ion rechargeable batteries, commercially available			
8.		Input Voltage : 3.7~4.2 V			
9.		Function/Mode Minimum three mode - High, Low, Strobe			
10.		Water Proof : IP66, strengthened waterproof design ensures resistance against living water and rain.			
11.		Fall Proof : Should be fall proof up to 6 feet height. To be tested physically.			
12.		Run Time : High – For 2 hrs, to be tested physically Low - Minimum 06 hrs to be tested physically			
13.		Life of Lamp : Should be 1,00,000 hours and needn't changing frequently			
14.		Operation Temperature :- 5 ^o C to 60 ^o C			
15.		Reflector : SMO Smooth Reflector			
16.		Metal Finish : Should have hard-anodized (HA) finish treatment			
17.		Charging : AC Charger should recharge battery/batteries, charging process of the battery and fully charged status should be indicated by different colour LEDs.			
18.		General Specification : Equipment is being used by Commandos during operation.			

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 Lt. Col
 Group Commander
 28 SCG NSG, RHH
 for and on behalf of President of India

Signature of Tenderer

OFFER OF STORE

Tender No. 04/2016-QM-28 SCG

Full Name and Address: Post Box No. (It should be quoted in all communications to this office)
--

Contractors Telegraphic address: Telephone No.(s): Fax No.: City Code Used:
--

To

The Group Commander
28 SCG, NSG
Regional Hub Hyderabad
Rajiv Rahadhari Road, Trimulgherry
Near Military Hospital, Secunderabad-15

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 the instruction to tenderers in the Tender Enquiry of contract in the Form No.68(Revised) including the pamphlet entitled “Conditions of Contract Governing Contracts placed by the Central Purchase Organisation of the Government of India” read with the amendments annexed herewith 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. The following pages have been added to and form part of this tender_____

Yours faithfully

SIGNATURE OF WITNESS:

ADDRESS

(Signature of Tenderer)
Address:
Date

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

CHAPTER-VI

Appendix-2

QUESTIONNAIRE

1. a) Name, address, e-mail, telephone and fax No. of firm filling the tender:
 - b) Capacity in which filing in tender: Manufacturer/Agent/.....
(Please specify if any other category)
 - c) In case of foreign firm, contact person in Delhi/India and his relationship with tenderer
 - i) Name
 - ii) Address
 - iii) Relationship with tenderer
 - iv) Telephone
 - v) Fax
 - vi) e-Mail
2. a) Whether registered with DGS&D for subject store
 - b) If yes, enclose photocopy of Regn. Certificate & specify Monetary limit Rs. _____
 - c) DGS&D Regn. Certificate validity date _____
3. a) Whether registered with NSIC for subject store
 - b) If yes, enclose photocopy of Regn Certificate & specify Monetary limit Rs. _____
 - c) NSIC Regn Certificate validity date _____
4. Whether you agree to submit advance sample/sample for trial/demonstration if called upon to do so within specified period: _____
5. Do you agree to provide training free of cost **for a minimum period of one week at the users location as specified by the purchaser:** _____
6. Whether past supplier of subject store any Organisation in India or Abroad during last 3 years (If yes, submit performance statement in proforma enclosed in tender)
7. Terms of Delivery:
 - (i) F.O.R. destination (free delivery to consignee)
 - (ii) RGI Airport, Hyderabad (ONLY FOR FOREIGN FIRMS QUOTING DIRECTLY)

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for and on behalf of President of India

Signature of Tenderer

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8. a) Whether Excise duty extra
b) If extra, rate of excise duty

Assessable value Rs. _____

9. a) Whether Sales Tax extra
b) If yes, rate of Central Sale Tax applicable at present.
10. Discount offered, if any.

11. a) Delivery period in months from the date of placement of order/approval of Advance Sample.

- b) Monthly rate of supply
c) Offer validity _____
d) Payment Terms _____
e) Guarantee/Warranty _____
f) Model Offered _____
g) After sales service _____
h) If agent, enlisted with DTS&D or not _____

(Also attach copy of DGS&D enlistment certificate)

12. a) Whether stores fully conforms to Tender Schedule Specifications in all respects
b) If answer to 11(a) is 'NO', indicate the details of deviation on separate sheet

13. Acceptance to conditions of contract as contained in DGS&D 68 (Revised) amended upto 35.12.91 and those contained in pamphlet No.DGS&D-229 read with Annexure attached.

Signature of Tenderer : _____

Name in Block letter : _____

Capacity in which : _____
Tender signed

Full Address : _____

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

CHAPTER VI

Appendix-3

FORM – 7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. & Date _____ for the supply of _____

1. Detail of Manufacturer :
- a) Name :
- (i) Office :
- (ii) Address :
- (iii) Telephone :
- Landline :
- Mobile :
- (iv) FAX :
- (v) e-mail :
- b) Works :
- (i) Address :
- (ii) Telephone :
- Landline :
- Mobile :
- (iii) FAX :
- (iv) e-Mail :

2 Location of Manufacturing Works/
factory/factories owned by you
(Documentary). In case you do not own
the factory but utilise 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 that
the factory of (Here indicate the name of
the firm whose factory is being utilised) has
been put at your disposal for the
manufacture/fabrication of the stores for
which registration has been applied for.

3 Brief description of the factory (e.g., area
covered, accommodation, departments
into which it is divided, laboratory etc.)

4 Details of plant and machinery erected &
functioning in each Department
(Monograms & descriptive pamphlets
should be supplied, if available)

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Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

Signature of Tenderer

- 5 Whether the process of manufacture in factory is carried out with the aid of power or without it.
- 6 Details and stocks of raw material held (state whether imported or indigenous) against each item.
- 7 Production capacity of each item with the existing plant & machinery:
 - (a) Normal
 - (b) Maximum
8. Details of arrangements for quality control of products such as laboratory etc.
- 9
 - (a) Details of Technical/Supervisory staff in charge of production & quality control
 - (b) Skilled labour employed
 - (c) Un-skilled labour employed
 - (d) Maximum No. of workers (Skilled & Un-skilled) employed on any day during the 18 months preceding the date of application.
- 10 Whether stores were tested to any standard specification. If so, copies of original test certificate should be submitted in triplicate.

PLACE:

SIGNATURE OF TENDERER

DATE:

DESIGNATION _____
COMPANY/FIRM _____

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

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for and on behalf of President of India

CHAPTER-VI

Appendix-4

Details of Manufacturer/Service Provider

1. Detail of Manufacturer :
- a) Name :
- (i) Office :
- (ii) Address :
- (iii) Telephone :
- Landline :
- Mobile :
- (iv) FAX :
- (v) e-mail :
- b) Works :
- (i) Address :
- (ii) Telephone :
- Landline :
- Mobile :
- (iii) FAX :
- (iv) e-Mail :
- c) Contact Person :
- (i) Address :
- (ii) Telephone :
- Landline :
- Mobile :
- (iii) FAX :
- (iv) e-Mail :
2. In case of foreign firm, contact person in Secunderabad/India and his status/relationship with tenderer:
- (a) Name :
- (b) Address :
- (c) Status/Relationship with tenderer :
- (d) Telephone :
- Landline :
- Mobile :
- (e) FAX :
- (f) e-Mail :

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Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

Signature of Tenderer

3. Please confirm that you have offered packing :
As per tender enquiry requirements, if not
Indicate deviations
4. Gross weight of consignment ____ Net :
Weight of each item_____
5. a) What is your permanent Income Tax :
A/C No.
b) Confirm whether you have attached :
photocopy of PAN card duly attested
- 6 Status:-
(a) Indicate whether you are LSU OR SSI
(b) Are you registered with DGS&D for the
items quoted? If so indicate whether there is
any monetary limit on registration
(c) If you are a small scale unit registered with
NSIC under Single Point Registration
Scheme, whether there is any monetary limit
(d) In case you are registered with NSIC under
Single Point Registration Scheme for the item
quoted, confirm whether you have attached a
photocopy of the registration certificate
indicating the items for which you are
registered.
- 7 (a) If you are not registered either with NSIC or
DGS&D, please state whether you are
registered with Directorate of Industries of
State Government concerned.
(b) If so, confirm whether you have attached a
copy of the certificate issued by Director of
Industry.
- 8 Please indicate:-
Name and full address of your Banker
- 9 Business name and constitution of the firm. Is
the firm registered under:-
(i) The Indian Companies Act, 1956
(ii) The Indian Partnership Act, 1935
(Please also give name of partners)
(iii) Any Act: if not, who are the owners
(Please give full names and address(es))
- 10 Whether the tendering firm is/are:-
(i) Manufacturer
(ii) Manufacturer's authorised agents
(iii) Holders in stock of the stores tendered for

N.B.: If manufacturer's agents, please enclose
with tender the copy of manufacturer's
authorisation.

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- 11 If stores offered are manufactured in India, please state whether all the new raw materials, components etc., used in their manufacture are also produced in India. If not, give details of materials components etc., that are imported and their breakup of the indigenous & imported components together with their value & proportion it bears to the total value of the store should also be given.
- 12 State whether raw materials are held in stock sufficient for the manufacture of the stores
- 13 Please indicate the stocks in hand at present time:
(i) Held by you against these inquiry
(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 other some other person appointed by him as provided in Clause 24 of the General Conditions of Contract Form DGS&D-68 (Revised) (Your acceptance or 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, 1935. Should the answer to this question by a partnership firm be in the affirmative, please state further:-
(a) Whether 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 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 either (a) or (b) is the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B.:-

- 1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners on 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.

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- 16 Here state specifically:-
- (a) Whether the price tendered by you is to the best of your knowledge and belief, or 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 reason thereof. If any, indicate the margin of difference.
 - (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price, the reasons thereof should be stated.
- 17 Are you
- (i) Holding valid Industrial License(s) Registration Certificate under the Industrial Development & Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.
 - (ii) Exempted from the licensing provision of the Act for the manufacturer of item quoted against this tender. If so, please quote relevant orders and explain your position.
 - (iii) Whether you possess the requisite license 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 with Min. /Deptt. of supply/Ministry of Home Affairs?
- 19 Please confirm that you have read all the expositions carefully and have complied with accordingly.
- 20 Sales Tax office address

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21 Income Tax office address

Signature of Witness	Signature of Tenderer
Full Name (Block letters) Address	Full Name (Block letters) Address
	Whether signing as proprietor/partner/constituted Attorney /duly authorised 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.

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for and on behalf of President of India

CHAPTER-VI

PERFORMANCE STATEMENT FOR LAST THREE YEARS

Name of Firm _____

S. No	Order placed by whom with order No. & Date	Store/ Work/ Service	Qty	Value	Original delivery period	Extended delivery period	Quality supplied		Remarks (To include reasons for delay/ cancellation/ complaints etc.
							In reasonable D/P	In Extended D/P	

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 Group Commander
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 for and on behalf of President of India

CHAPTER-VI

APPENDIX-6

**GOVERNMENT OF INDIA, MINISTRY OF HOME AFFAIRS
GROUP COMMANDER 28 SPECIAL COMPOSITE GROUP,
NATIONAL SECURITY GUARD, REGIONAL HUB HYDERABAD
RAJIV RAHADHARI ROAD, NEAR MILITARY HOSPITAL, TRIMULGHERRY
SECUNDERABAD, TELANGANA STATE -500 015
[PH No.040-27790495, 27790512 Fax No.040-27790578]**

PRORORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY
PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

Bank Guarantee No. _____

Date: _____

To

The Group Commander
28 SCG, NSG
Regional Hub Hyderabad
Rajiv Rahadhari Road
Near Military Hospital
Trimulgherry, Secunderabad
Telangana – 500 015

Dear Sir,

1. In accordance with your Invitation to Tender No. _____
M/s _____ herein after called the tenderer with the following Directors on their
Board of Directors/Partners of the firm:-

1.	2.
3.	4.

2. Wish to participate in the said Tender for supply _____ of _____. As a Bank
Guarantee against Earnest Money for a sum of Rs. _____ (in words and figures) _____ valid for (180) one
hundred eighty days from the date of opening of tender viz., _____ is required to be submitted by the tenderer as a
condition for participation, this bank hereby guarantees and undertakes during the above said period of 180 (one
hundred and eighty days) immediately pay, on demand by RPAO, NSG (MHA), Hyderabad in writing the amount of
_____ (words and figures) without any reservation and recourse, if :-

- (i) The tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except
with the previous written consent of the purchaser.
- (ii) The tenderer withdraws the said tender within 30 days after opening of tender or
- (iii) The tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due
performance of the contract within the period provided in the General conditions of contract.

3. The Guarantee shall be irrevocable and shall remain valid upto _____, if further extension to this guarantee
is required, the same shall be extended to such required period on receiving instructions from
M/s _____ on whose behalf this Guarantee is issued.

Date:
Place:

Signature:
Printed Name _____

(Designation)

(Bank's Common Seal)

Witness

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

Signature of Tenderer

CHAPTER-VII

ANNEXURE-A

PROFORMA FOR PRICE BID
(TO BE FILLED BY THE BIDDER & SEALED)

Tender No. /2016-QM-28 SCG

Dated, the Aug 2016

S. No.	Nomenclature	Qty	Rate per unit	Any other leviable tax, duty charges or surcharges	net price per unit	Total price	Remarks

Note:-

1. Firm should submit Price for each item in Price Bid
2. In case of foreign firm, freight, Insurance etc., are also to be specified in Price Bid.

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

Signature of Tenderer

CERTIFICATE TO BE SIGNED BY THE TENDERER

CERTIFICATE

It is certified that I have read and understood and will comply all instructions contained in tender enquiry and its schedule. All pages of schedule to tender from Page _____ to _____ have been filled properly and signed.

Signature of tenderer: - _____

Name in Block letters: _____

Name of firm: _____

Full Address: _____

- i) Telephone No. _____
- ii) Mobile No. _____
- iii) Fax No. _____
- iv) Email Id _____
- v) Website _____

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
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ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

1. DETAILS OF ACCOUNT HOLDER:-

NAME OF ACCOUNT HOLDER
COMPLETE CONTACT ADDRESS
TELEPHONE NUMBER/FAX/E-MAIL

2. BANK ACCOUNT DETAILS:-

BANK NAME
BRANCH NAME WITH COMPLETE ADDRESS,
TELEPHONE NUMBER AND E-MAIL
WHETHER THE BRANCH IS COMPUTERISED?
WHETHER THE BRANCH IS RTGS ENABLED?
IF YES, THEN WHAT IS THE BRANCH'S IFSC
CODE?
IS THE BRANCH ALSO NEFT ENABLED?
TYPE OF BANK ACCOUNT
(SB/CURRENT/CASH CREDIT WITH 10/11/13)
COMPLETE BANK ACCOUNT NUMBER
(NEW)
MICR CODE OF BANK
NAME & ADDRESS OF THE BENEFICIARY/
PAYEE
IFSC (INDIAN FINANCIAL SYSTEM) CODE

3. 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 responsibility expected of me as a participant under the scheme.

Date: (.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.
(Bank's Stamp)

(.....)

Signature of Authorised Official from the Bank

1. Please attach a photocopy of Cheque alongwith the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up-gradation to "RTGS Enabled" Branch, please submit the information again in the above Proforma to the Department at the earliest.

(Yudhisthir Sangram)
Lt. Col
Group Commander
28 SCG NSG, RHH
for and on behalf of President of India

CHECKLIST FOR TENDERERS

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

S No.	Requirements to be checked before submission of the tender	Complied (Please indicate YES after complying with the requirement)	Indicate Page No.
1.	Cost of Tender has been enclosed with tender document. If not, then supporting documents proving exemption to this enclosed/uploaded		
2.	Earnest Money Deposit (EMD) has been enclosed. If not, then supporting documents proving exemption to this enclosed / uploaded		
3.	If registered with NSIC or / and DGS&D, copies of valid registration certificate enclosed/uploaded		
4.	If an SSI, it has been mentioned in tender & copy of valid registration certificate enclosed/uploaded		
5.	Monthly manufacturing & supplying capacity has been mentioned in the tender documents		
6.	Complete tender documents have been enclosed/uploaded, after digital signature & stamping on all pages		
7.	Signatures of witness with full name and address have been added wherever required on tender documents.		
8.	Proposal has been submitted in two bid system – Technical Bid & separate Financial Bid as per tender enquiry.		
9.	Offer validity as required in tender has been accepted & clearly mentioned in tender document		
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 alongwith supporting technical documents/proof for each point/parameter clearly showing it is complied with or not		
13.	Performance statement for 3 years as required in tender, in the laid down format has been enclosed. If not, reasons be specifically given in writing		
14.	Warranty terms as per tender accepted		
15.	If called for in tender, details of AMC condition after warranty period have been included in price bid.		

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S No.	Requirements to be checked before submission of the tender	Complied (Please indicate YES after complying with the requirement)	Indicate Page No.
16.	Status of tenderer has been clearly written in tender- manufacturer or manufacturer's authorised agent. If authorised agent, valid authority letter for the stores quoted from the manufacturer has been enclosed. If the agent of foreign principal, copy of valid DGS&D enlistment certificate as Indian Agent of Foreign Principal enclosed. If not reason in writing be given.		
17.	If called for intender, tender sample has been enclosed with tender for deposit.		
18.	Lab Test Report from NABL accredited lab as required in tender, in original, giving clear verdict as per requirement of tender has been enclosed.		
19.	Acceptance of Functional Demo clause, as required in tender, has been specified in writing		
20.	Free Training on use of equipment after supply as specified in tender, has been accepted in writing.		
21.	Condition of contract as per DGS&D 68 (Revised) and DGS&D 229 have been accepted and specifically written in tender documents.		
22.	The following proforma 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.		
23.	The tenderer has clearly mentioned in writing that business dealing with their firms have not been banned by any Govt./Private agency.		
24.	If the tenderer wants to mention any specific condition, it must be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.		
25.	Integrity Pact as per requirement of tender (Annexure-C) has been enclosed.		

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CHAPTER VIII

Instructions for online Bid Submission

Instructions to the Bidders to submit bids online through the Central Public Procurement Portal for E-Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment /registration of the contractor/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-procurement site using the “Click to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/ registration, the bidders should provide the correct/true information including valid e-mail id. All the correspondences shall be made directly with the contractors/bidders through e-mail-id provided.
- 3) Bidder need to login to the site through their user ID/Password chosen during enrollment/ registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/e-Mudra or any certifying Authority recognized by CCA India on e-Token/Smart Card should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender documents/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details, Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs into the site through the secured log in by given the user id/password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘My Tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder would go through the tender schedules carefully and upload the documents as asked, otherwise the bid will be rejected.
- 13) Bidder in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each documents to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder’s Bid documents may be scanned with 100 dpi with 12 black and white option. However, of the file size is less than 1 MB, the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

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- 16) Bidder should submit the tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instruments should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender/Fee/EMD as applicable and enter details of the instruments.
- 19) 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 submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidder to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of the contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected
- 22) Tenderers should submit price bid in format available in Annexure-I of Chapter-V and upload the same in CPP Portal <http://eprocure.gov.in/eprocure/app>.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by 13 unauthorised persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subject to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should log out the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender documents. Parallel for any further queries, the bidders are asked to contact over phone:1-800-233-7315 or sent a mail over to – cphp-nic@nic.in.

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