

NOTICE INVITING TENDER
LIMITED TENDER NOTICE

GOVT OF INDIA, MINISTRY OF HOME AFFAIRS
GROUP COMMANDER, ELECTRONIC SUPPORT GROUP
NATIONAL SECURITY GUARD
MANESAR, GURGAON, HARYANA-122051
Tel: 0124-2864800,4801 Fax: 0124-2864590

File No. 820014/ESG/LP/2016-17/05

Tender No. 03/2016/QM

Dated, the ___ Dec ' 2016

Group Commander, ESG National Security Guard, on behalf of the President of India invites sealed tenders under TWO BID SYSTEM (Technical & Financial Bid) for procurement of "supply, installation and testing" Qty-15 Nos. of 1.5 Ton split Air conditioner & 5KVA stablizer with all required accessories for Training lab, IT lab & New IT lab of ESG, NSG, Manesar, Gurgaon-122051.

Last date and time of receipt of tender : 28/01/2017 upto 1100 hrs
Date and time of tender opening : 28/01/2017 at 1200 hrs
Earnest Money Deposit : Rs. 22,500/- (Refundable)

Note: The complete tender documents can be purchased from the Office of the Group Commander, ESG NSG Manesar & also downloaded from NSG website and CPP Portal <http://eprocure.gov.in/epublish/app>. Please check regularly the website for any changes/modification/ amendment in the tender enquiry.

Those filling in the tender entries are advised to ensure that their tenders are complete in all respects, all documents have been filled in and all supporting documents are placed in the tender envelope. Incomplete tender is liable to be ignored/ rejected.



(Col. Navin Sahrawat)
Group Commander, ESG NSG
For and on behalf of President of India

Copy to :-

- 1. TC(I.T) HQ NSG with the request to upload this on CPP Portal and official web site of NSG.**
- 2. Comn Dte for information.**
- 3. IF Branch HQ NSG.**
- 4. Int Branch**

FORM 235 : INVITATION TO ONLINE TENDER

**GOVT OF INDIA, MINISTRY OF HOME AFFAIRS
GROUP COMMANDER, ELECTRONIC SUPPORT GROUP
NATIONAL SECURITY GUARD
MANESAR, GURGAON, HARYANA-122051
Tel: 0124-2864800,4801 Fax: 0124-2864590**

File No. 820014/ESG/QM/2016-17/05

Tender No. 03/2016/QM

Dated, the ___ Dec'2016

To

M/s-----

(As per list attached)

On behalf of the President of India I invite you to tender for the supply of the stores detailed in the schedule to tender enclosed.

2. The conditions of contract which will govern any contract made are contained in the Pamphlet No. DGS&D 39 & 68 entitled "Conditions of Contract Governing Contracts placed by the Central Purchase Organization of the Government of India", as amended up to date & those contained in the Pamphlet No. DGS&D 229 and DGS&D manual containing the various instructions to tenderers quoting against the tender enquiries issued by the Directorate General of Supplies & Disposals (DGS&D), read with the amendments upto date. **Any special conditions attached to this invitation to tender will also form part of the conditions of contract.**

3. The above pamphlets, and the list of corrections thereto can be downloaded from the DGS&D website (www.dgsnd.gov.in) or obtained on payment from The Directorate General Supplies & Disposal (DGS&D), New Delhi and its Regional Offices at Mumbai, Chennai, Kolkata & Kanpur.

4. If you are in a position to quote for the supply of these stores in accordance with the requirements stated in the attached schedule to tender, you must duly fill in all documents attached/enclosed with this invitation to tender, sign them on all pages and return them to this office before the last date and time laid down for receipt of tenders.

5. The tender is for Indian firms only who have executed similar type of work. However, Indian Agents of Foreign Firms who are enlisted with the DGS&D, as per Compulsory Enlistment Scheme of the Department of Expenditure can be participated for the same otherwise their offers will be rejected.

6. You are requested to study the tender document completely and ensure all documents and annexures to the tender are completely and correctly filled in, signed and stamped where applicable and then submit your offer by post or by hand.

8. This Tender is **NOT** transferable

Signature of the tenderer



(Col. Navin Sahrawat)
Group Commander, ESG NSG
For and on behalf of President of India

Details of firms to whom Tender Enquiry documents are to be sent

01. Ajay Electronics & Air conditioning ,shop No.3 Opp. Uniworld Garden, (Near Patrol Pump ,Sohna Road ,Gurgaon,
02. Hitachi Home & life Solution (India) Ltd. A-15(1st Floor), Mohan Co-operative Industrial Estate Road, New Delhi-110044.
03. Sketch Industries ,RZF-1/382, Gali No-II, Palam Flyover ,New Delhi-110045,
04. Royal Equipment Co,D-92 Nanhe Park, Sec-3, Dwarka , New Delhi, 110059,
05. Aman Army Store, C-1, Block, Shop No. - 3, C-1/28, Near Balmiki Mandir,New Seelam Pur, Delhi 110053.
06. S.L. Machinery ,Plot No -1, Nargloi, GAI No-2D,Delhi-110035,
07. MONAX ENTERPRISES, Plot No. 13, Block-A, D/C Dabua Extn, Indl. Area, N.I.T. Faridabad-121001.
08. Vijay Electricals, D-15/135, Sec-3, Rohini, New Delhi-110085, Phone No-8048079096.
09. Mehta Equipments ,M-217, Street No -13, Shastri Nagar ,New Delhi-110053.
10. M/s Lord Enterprises (India),39/6, Main Bawana Road ,Near Samaipur Chowk ,Samaipur, New Delhi-110042.
11. M/s Megha Sales Enterprises , 813, Radhika Apartment , Dwarka Sector 14, Phase -1,Pocket , New Delhi-110075.
12. Om Sai Innovations, C-431, IInd Floor, Sector-10, Noida, 201301 (U.P.).
13. Raj Laghy Udyog 579 Gali Ghanteshwar Katra Neel Chandi Chowk Delhi-06
14. Dheer Marketing India A-213/352,353, Shanti Gopal Chamber , Viksas Marg , Shakar pur, Delhi- 110092
15. Avtars Enterprises C81 Gali No.4 Ganga Vihar Delhi-94.
16. Apex India Trades shop No E81, 1st Floor, E Book, Shastri Nagar , Delhi,11005
17. Riki Security solutions Pvt Ltd 355 Patparganj industrial area Patparganj Delhi -92.
18. Vighanharta Associates 48-B, Basement, Masjid Lane, Bhogal New Delhi 110014
19. Sarthak , E-5 Ground Floor gali No. 04 Radhepuri Krishhna Nagar Delhi-94.
20. R.S Trading company ,C-82 Gali No.03 Ganga Vihar Delhi-94.
21. Rohan Enterprises, B-1155 first floor Shastri Nagar Delhi-52
22. M/S Sham Lal Krishan Lal, 1/206/28, Sadar Bazar, Delhi Cantt- 110010
23. BAKSHI BROS, 27 Hari Nagar Ashram Opp Shalimar Cinema New Delhi 110014
24. D.S. Enterprises, S/No. 12, Najafgarh Ggn Road, Chhawla, New Delhi-110071.



(Col Navin Sahrawat)
Group Commander, ESG NSG
For and on behalf of President of India

SCHEDULE TO TENDER
LIMITED TENDER ENQUIRY
 GOVT OF INDIA, MINISTRY OF HOME AFFAIRS
 GROUP COMMANDER, ELECTRONIC SUPPORT GROUP,
 NATIONAL SECURITY GUARD
 MANESAR, GURGAON, HARYANA-122051
 Tel: 0124-2864800,4801 Fax: 0124-2864590

File No. 820014/ESG/QM/2016-17/05

Tender No. 03/2016/QM

Dated, the ___ Dec'2016


For and on behalf of the President of India, the Group Commander, ESG NSG Manesar(Gurgaon) invites tenders under TWO BID SYSTEM (Technical and Financial Bid) on the prescribed form, for the procurement of 1.5 Ton split Air conditioner & 5KVA stabilizer, Quantity-15 for Training lab,IT lab & New IT lab ESG, NSG Manesar, Gur-gaon-122051.

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

Schedule To online Tender			Page-01
I	Chapter I	: Instructions to Bidders	Page-02-08
II	Chapter II	: Conditions of Tender/Contract	Page-09-13
III	Chapter III	: Schedule of Requirements	Page-14
IV	Chapter IV	: Specifications	Page-15
V	Chapter V	: Compliance Statement	Page-16
VI	Chapter VI	: Standard Forms to be filled & submitted by the bidders	
	Appendix-1	Offer Of Stores (Form 68A)	Page-17
	Appendix-2	Questionnaire	Page-18-19
	Appendix-3	Form 7, Proforma for Equipment &Quality Control	Page-20-21
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	Appendix-5	Performance Statement Format	Page-26
	Appendix-6	Bank Guarantee Format for Furnishing Earnest Money Deposit (EMD)	Page-27
VII	Chapter VII	: Standard Annexures to be filled	
	Annexure-A	Price Schedule	Page-28
	Annexure-B	Certificate to be digital signed by tenderer	Page-29
	Annexure-C	Electronic Cleaning System(ECS)	Page-30
	Annexure-D	Check list for tenderers	Page-31-32
VIII	Chapter VII	: Instructions of Online Tender	Page-33-35

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 a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted **only through** e-Procurement site <https://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 authorized signatory on each page and uploaded.
7. Tenderers must ensure this complete set, starting from Form 235 Invitation to Tender and Schedule to Tender from page 1 to 48 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 the specification/QRs, the condition given in the specifications will be binding.
9. The tenderer can quote product/products of one OEM only.

Signature of the tenderer



 (Col Navin Sahrawat)
 Group Commander, ESG NSG
 For & on Behalf of the President of India
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Chapter- I
Instructions to Bidders

(THIS TENDER SET IS NOT TRANSFERABLE)

1. **Name of Stores** : Procurement of "supply, installation and testing" Qty-15 Nos. of 1.5 Ton split Air conditioner and 5KVA stabilizer with all required accessories for Training lab, IT lab & New IT lab at ESG NSG, Manesar, Gurgaon-122051
2. **Tender Cost** : Rs.500/-
i) The tender set will be issued on payment of Rs. 500/- (Rupees Five hundred) only from the Q.M. office on any working days of ESG NSG Manesar
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 Group Commander ESG payable at SBI NSG Manesar code No. 10645 at the time of submission of tender. Tender documents submitted without the cost of tender will be rejected excepted those firms who are enlisted with NSIC.
3. **Earnest Money** Rs. 22,500/-
4. **Date of issue / publishing of tender** 28/12/2016 at 1000 hrs
5. **Document download start date** 28/12/2016 at 1100 hrs
6. **Clarification start date** 30/12/2016 at 1000 hrs
7. **Clarification end date** 04/01/2017 at 1400 hrs
8. **Last date & time for submission of tender** 28/01/2017 at 1000 hrs.
9. **Date and time for opening of tender** 28/01/2017 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 with QM on behalf of Group Commander ESG NSG on telephone Nos.0124-2864800, 4801, respectively.
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 annexures 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. Incomplete tender documents shall be rejected 5es-ponsetaway 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 Group Commander ESG payable at SBI NSG Manesar code No. 10645
ii) An irrevocable Bank Guarantee (BG) of any Indian Nationalized/Scheduled 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 up to 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 :**
If the validity of the tender is extended, the validity of the Earnest Money 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.

Signature of the tenderer


(Col Navin Sahrawat)
Group Commander, ESG NSG
For & On Behalf of the President of India
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14. **Eligibility for Responding to Tender :**

- A
- i) Only those firms should respond who are the manufacturer or authorized dealer/agent of the manufactures of the stores specified in the tender specifications.
 - ii) In countries where manufacturers are authorized to export such equipment only through their authorized 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.
- B
- iii) The Foreign Manufacturers of the tendered stores will have to specify in the tender document, details of the after sales service to be provided after expiry of warranty period.

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 has inform the purchaser of this, in writing in advance of price bid opening.
- iii) (a) The Indian Agent will submit along with 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 a long term agreement and not merely for the present tender.
I 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. that he will carry out
- (e) Offers from firms whose business activities are limited to procuring items form 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/license/authorization from the Central Govt. of India, to deal in or offer for sale the tendered stores, in case the tendered item comes within the purview of arms, 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 (QR's) he may notify the purchaser in writing, before closing date of tenders. The purchaser will respond only to a request for clarification's on QR' if it is received in QM ESG NSG, before closing date of tenders. No such requests received within 21 days of the date of receipt of tender will be entertained by the purchaser.

16. **Opening of Tender :**

Tendering firms can authorize 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.

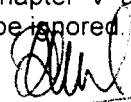
Signature of Tenderer



(Col Navin Sahrawat)
Group Commander, ESG NSG
For and on behalf of President of India

17. **Sample Clause:** Tender sample is/are not required.
18. **Lab Test Report:** If called for in 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 ESG, NSG,Manesar
22. **Inspection Officer** : Board of Officers of ESG NSG
23. **Stores Required At (Consignee)** : ESG NSG Manesar,
Gurgaon(Haryana) PIN-122051.
24. **Delivery Required By :**
For Indian Suppliers- Within 30 days from the Date of supply/work order.
25. **Terms of Delivery & Dispatch Instructions:**
Free delivery to consignee basis only.
26. **Pre Dispatch Inspection/Joint Receipt Inspection:**
I) **Pre Dispatch Inspection:** Pre Dispatch inspection if specified in supply order will be carried out by a board of officers in order to check its compliance with specifications.
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:
Contract No. 0124-2864800,4801
Consignee: GC ESG, NSG Manesar,
Gurgaon, Haryana, INDIA. PIN-122051.
Purchaser: Group commander ESG,
National Security Guard,
Manesar, Gurgaon
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 along with technical bid failing which their offer will be treated as incomplete and is liable to be ignored.

Signature of Tenderer


(Col Navin Sahrawat)
Group Commander, ESG NSG
For and on behalf of President of India
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29. **Security Deposit:**

The successful tenderer will be required to furnish Security Deposit @ 10% of the contract value within 10 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, along with 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, valid till the expiry of the Warranty/ Guarantee period 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, ESG NSG. The Performance Guarantee / Warranty Bond will remain valid till the expiry of Warranty/ Guarantee period which will be counted from the date of final acceptance of stores by the Group Commander ESG, NSG. Firms will have to direct their banker to extend the Performance bond to be 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 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% of the quantity 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:

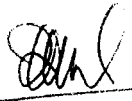
The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells or offer to sell store of identical description to any person/organization during the currency of this contract.

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/organization 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, ESG 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.

Signature of the Tenderer


(Col Navin Sahrawat)
Group Commander, ESG NSG
For and on behalf of President of India
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36. **Particulars to be furnished by Foreign Firms & their Indian Agents/associates- N.A**

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 agent/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).

DD/Cheque towards cost of 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 earnest money. (Scanned Copy). Original to be submitted manually.

The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc.

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:

24. 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

Signature of the tenderer



(Col Navin Sahrawat)
Group Commander, ESG NSG
For & On Behalf of the President of India
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38 . 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 QR's.
- (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 10es-ponscate that equipment has been called for trials by NSG in response to tender will be provided by purchaser.
- (d) The tenderers or their authorized agent/representative/facilitator/dealer/resells/coordinator/liaison representative, whether registered or not, will have to obtain import license/permission /NOC from MHA/DFGT/Collector of Customs,and landing permit from 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 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 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.

Signature of the tenderer



(Col Navin Sahrawat)
Group Commander, ESG NSG
For & On Behalf of the President of India
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39. Payment Terms

i) For Indigenous Stores :

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

24. 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, ESG NSG.

b) Furnishing of performance bond @ 10% of order value valid from date of final acceptance of stores valid till two months after expiry of Warranty/ Guarantee period laid down, in the shape of a Bank Guarantee in the required Proforma.

24. 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.

ii) For Imported Stores:

- a) 90% of price of stores excluding the Indian Agents Commission will be paid against an Irrevocable 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 Indian 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 condition 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.

Signature of the tenderer



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Group Commander, ESG NSG
For & On Behalf of the President of India
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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 offer 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 Organization of the Government of India" as amended up to date.

ii) Pamphlet No. DGS&D-229(All conditions of Rate Contract contained in this booklet will be applied in 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 Organization of Government of India" 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D-69) Revised).

3.1. 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 addition bearing Symbol DGS&D-39 Form No. DGS&D-68 (Revised)".

3.1. The definition of "Government" provided in clause 1(f) of page 2 of DGS&D Conditions of contract may be amended as under :-

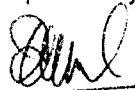
"Government" means the Central Government.

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 authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

Under Clause 2I – 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 DG, NSG, Ministry of Home Affairs.

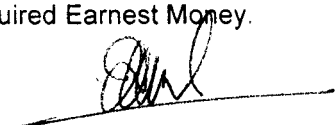
Signature of the tenderer


(Col Navin Sahrawat)
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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 ONE OF THE FOLLOWING FORMS:
- (i) A Fixed Deposit Receipt drawn in favour of Gp Cdr ESG payable at SBI NSG Manesar.
 - (ii) An irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalized/Scheduled Bank.
 - (iii) 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 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 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 for 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.

Signature of the tenderer


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5. **GUARANTEE/WARRANTY**

- I) 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 and 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 confirm 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 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 be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/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.
- II. 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 an agreed discount on the catalogue price or an agreed percentage of profit on landed cost.
- III. 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 life-time requirements.
- IV. 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 old than 12 months from the date of opening of bid and whose capacity has not been verified by DGS&D QA Wing during 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

Signature of tenderer


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10. 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.

11. Past Performance

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

12. SPECIAL CONDITIONS

- a) Bidder to indicate the customer care centers across India for after sales warranty 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 to ISPL(Illustrated Spare parts List).

13. 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).

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

15. 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.

16. PERFORMANCE SECURITY

In terms of clause of 7 of condition of contract DGS&D-(Revised) all successful tenderers against the Tender Enquiry irrespectively of their registration status with DG&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 A/T.

17. The decision on the assessment of the past performance of the tenderer by Group Commander, ESG NSG is final.

18. 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.

19. Jurisdiction of Court:

The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract.

19.1 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.

19.2 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.

Signature of tenderer



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20. **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 party 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 contractor 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, bought out components and stores as the contractor may with the concurrence of the purchase elect to retain.

21. **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 causes 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.

22. 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.

23. 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.

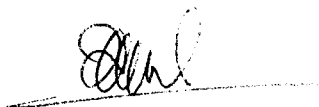
24. Any query/Representation be addressed to **Quarter Master, ESG NSG, Manesar, Gurgaon, Haryana-122051**. Telephone No 0124-2864800, Fax no 0124-2864590

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

26. **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 this effect.

Signature of the tenderer


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CHAPTER-III

SCHEDULE OF REQUIREMENT

Tender No.03/2016/QM

1.5 TON SPLIT AIR CONDITIONER & 5KVA STABLIZER – 15(Fifteen) Nos.

- i) FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) with complete accessories (i.e. outer unit stand etc.) of 1.5 Ton split Air conditioner & 5KVA stabilizer for Training lab,IT lab & New IT lab at ESG NSG Manesar, Gurgaon.

Signature of the tenderer



(Col Navin Sahrawat)
Group Commander, ESG NSG
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