

## **Tender Document for Supply of Mini Fire Tender**



**GUJARAT STATE DISASTER MANAGEMENT AUTHORITY**

**Block No. 11, 5<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar, Gujarat**

**Tel: +91-79-23259246 / Fax: +91-79- 23259275**

**Email: [info@gsdma.org](mailto:info@gsdma.org)**

**[www.gsdma.org](http://www.gsdma.org)**

## **Disclaimer**

The information contained in this tender document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of GSDMA (as defined in below) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor invitation by GSDMA to the prospective Bidders or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by GSDMA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for GSDMA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this document to the Bidders is on a wide range of matters, some of which depends on the issue of interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GSDMA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

GSDMA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Bidding Process.

GSDMA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this document.

GSDMA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document.

The issue of this document does not imply that GSDMA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and GSDMA reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GSDMA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and GSDMA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**TENDER NOTICE**

Tender Notice No.: GSDMA/Mini Fire Tender/2017

**Tender Brief:**

Online Tenders (E-tendering) for supply of Mini Fire Tenders are publicly invited by the Gujarat State Disaster Management Authority, Block No. 11, 5<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar, Gujarat, from the eligible suppliers.

**Tender Details**

<b><u>GUJARAT STATE DISASTER MANAGEMENT AUTHORITY</u></b> <b>Block No. 11, 5<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar, Gujarat</b> <b>Tel: +91-79-23259246 / Fax: +91-79- 23259275</b> <b><u>www.gsdma.org</u></b>		
<b>TENDER NOTICE NO: GSDMA/Mini Fire Tender/2017</b>		
On-Line Tenders (e-tendering) are invited from suppliers for supplying the following goods to Gujarat State Disaster Management Authority (GSDMA)		
Description of Goods	EMD (INR)	1 Tender Fee (INR) 2 Delivery Period (Days)
Mini Fire Tenders	INR 35,88,000/-	1 INR 5,000 2 200 working days after receiving chassis
<b>Schedule for Tendering</b>		
1.	Date of Uploading	13/09/2017
2.	Pre-Bid Meeting	20/09/2017 at 1600 hrs in the office of Gujarat State Disaster Management Authority, Block No. 11, 5th Floor, Udyog Bhavan, Gandhinagar, Gujarat
2.	Last Date of Downloading of Tender Documents	4/10/2017 upto 1600 hrs.
3.	Last Date of Submission of Tender-Technical as well as Price bid offer	5/10/2017 upto 1600 hrs.
4.	Hard Copy submission of all relevant documents [Original Tender Fee, EMD and hard copies of Technical Bid with all the relevant documents as per the requirement of the Tender (excluding Price Bid)]	<b>On or before</b> 05/10/2017 1600 hrs. in the office of Gujarat State Disaster Management Authority, Block No. 11, 5th Floor, Udyog Bhavan, Gandhinagar, Gujarat, Tel: +91-79-23259025
5.	Verification of Tender Fee and EMD	05/10/2017 at 1700 hrs. in the office of Gujarat State Disaster Management Authority, Block No. 11, 5th Floor, Udyog Bhavan, Gandhinagar, Gujarat, Tel: +91-79-23259025
6.	Date of opening tender for Technical Bid physical	04/10/2017 at 1700 hrs
7.	Date of opening of Price Bid of technically qualified bidders	Will be informed to the technically qualified bidders in advance

**IMPORTANT INSTRUCTIONS FOR BIDDERS:**

- 1 The interested Bidders shall satisfy Tender Qualifying Requirement as stipulated in Section-III.
- 2 Tender Fee, EMD and Technical Bid with all the relevant documents as per requirement of the Tender (**Excluding price bid**) must be submitted as hard copy. While submitting the hard copies the bidder should invariably submit his tender in three sealed envelopes with all the relevant documents as per the requirement of the Tender (**Excluding Price Bid**). The three sealed envelopes should be suitably super scribed as follows:
  - Envelope 1: “**Tender Notice No.GSDMA/Mini Fire Tender/2017, Tender Fee**”
  - Envelope 2: “**Tender Notice No. GSDMA/Mini Fire Tender/2017, EMD / Exemption Certificate**”
  - Envelope 3: “**Tender Notice No. GSDMA/Mini Fire Tender/2017, Technical Bid**”
- 3 The three sealed covers should be enclosed in a larger envelope duly sealed and super scribed as “**Tender Notice No. GSDMA/Mini Fire Tender/2017, Tender Opening Date 05/10/2017**” and **should be strictly submitted by RPAD / Speed Post only**, before the due date and time.Otherwise the offer will not be considered and no any further communication in the matter will be entertained
- 4 Bidders are requested to submit **Price bid (Schedule B) online only and not to submit the Price bid in physical form**. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price will be considered for evaluation.
- 5 The Tender Fee will not be refunded under any circumstances.
- 6 Earnest Money Deposit (EMD) in the form specified in Tender Document only shall be accepted.
- 7 The offer shall be valid for 180 days from the date of opening of the Technical Bid.
- 8 Tenders without EMD or Tender Fee or Exemption Certificate for non-payment of EMD or Tenders which do not fulfill all or any of the conditions or submitted incomplete in any respect will be rejected.
- 9 The award of contract shall be made to a qualified Bidder, whose responsive Tender is determined to be the lowest evaluated Tender and who meets appropriate standards of Technical and Financial resources and satisfy the Qualifying Criteria as laid in the Tender Documents.
- 10 Conditional Tender shall not be accepted.
- 11 The jurisdiction of any dispute will be Gandhinagar / Ahmedabad.
- 12 Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the goods to be delivered and local conditions and other factor bearing on the execution of contract.
- 13 Wrong / Fraudulent data submission may lead to disqualification. Please ensure that you furnish correct data.
- 14 Chief Executive Officer, Gujarat State Disaster Management Authority(CEO, GSDMA) reserves the rights to reject any OR all tenders without assigning any reasons thereof.

**INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER PARTICIPATION:**

- 1 Tender documents can be downloaded free from the website <https://www.nprocure.com> OR [www.gsdma.org](http://www.gsdma.org)
- 2 All bids should be submitted online at the website <https://www.nprocure.com>
- 3 All bids should be digitally signed (as per Information Technology Act 2000), for details regarding digital signature certificate and related training involved the below mentioned address should be contacted

**(n)Code Solutions (A division of GNFC)**

301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India)

Tel: +91-79-26857316 / 17 / 18, Fax: +91-79-26857321

[www.ncodesolutions.com](http://www.ncodesolutions.com)

- 4 The bidder can get a copy of instructions for online participation from the website <https://www.nprocure.com>
- 5 All queries regarding use of digital signature certificate should be addressed to personnel in M/s (n)Code Solutions.
- 6 All queries on the tender document, technical specifications and clauses of the contract should be addressed to:

**Gujarat State Disaster Management Authority**

Block No. 11, 5th Floor, Udyog Bhavan,

Gandhinagar- 382013, Gujarat

Tel: +91-79-23259246

Fax: +91-79- 23259275

Email: [info@gsdma.org](mailto:info@gsdma.org)

- 7 Please quote Tender Notice No. and Tender Name in all your correspondence.
- 8 Bidders are requested to bring in written queries on tender document, technical specifications and clauses of the contract during the pre-bid meeting. **All queries must be submitted either in written to GSDMA or through email to [santosh.gsdma@gmail.com](mailto:santosh.gsdma@gmail.com) by 1200 Hrs. of 18/09/2017. Any query reaching after that will not be entertained by GSDMA.**

This notice of tender and subsequent Corrigendum (if any) shall also form a part of Contract Document.

For and on Behalf of  
Gujarat State Disaster Management Authority

Chief Executive Officer

Date: 07/05/2016

Place: Gandhinagar

## SECTION - I

### DETAILED INFORMATION & INSTRUCTIONS FOR BIDDERS

#### 1. Download of Tender Documents

The tender documents are available in electronic form from 13/09/2017 to 04/10/2017 upto 1600 Hrs. from the website [www.gsdma.org](http://www.gsdma.org) or <https://www.nprocure.com>. Interested Bidders can view and download tender documents till 04/10/2017 upto 1600 Hrs. Only those bidders, who wish to submit this tender, will have to pay the Tender fees as specified in Schedule of Tendering of the Tender Notice. Tender of only those bidders who have submitted their Tender fees till the due date as specified in the Tender Notice will be opened. The tender documents in hard copy (Print Version) will not be available. Those bidders who wish to have the hard copy (Print Version) can download the tender document and take the print out of the same. The Tender fee will not be refunded under any circumstances.

#### 2. Cost of Bidding

All costs and expenses incidental to preparation of the bids, to attend discussion and conferences, if any, including pre award discussion with the successful Bidder, technical and other presentation including any demonstration, etc. shall be borne by the Bidders and GSDMA shall bear no liabilities whatsoever on such cost and expenses.

#### 3. Language of Tender

Tender Documents shall be submitted in prescribed form in English only. All literature or correspondence in connection with Tender shall be made in English.

#### 4. General Instructions

4.1. The Tender Document shall be submitted as per procedure laid down in Para 12 of Section-I for submission of Tender.

4.2. **Earnest Money Deposit (EMD) and Tender fee shall be submitted (as per Para 6 of Section-I) in both electronic format through online (by scanning) while uploading the bid and in original (hard copy) while submitting the Technical Bid.** This submission shall mean that EMD and Tender fee are received for purpose of opening the bid. Accordingly bids both Technical & Price of those shall be opened whose EMD / Exemption Certificate & Tender fee is received. Penal action for not submitting EMD / Exemption Certificate and Tender fee in original to GSDMA by bidder shall be initiated and the Bid shall be rejected.

4.3. Only offline details for EMD & Tender fee shall not be considered.

4.4. Tender shall be opened as per procedure laid down in Para 13 of Section-I and respective para of Tender Notice.

4.5. All Bidders are cautioned that tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non-responsive.

4.6. Conditional offer will be out-rightly rejected. No condition shall be included in this tender

4.7. Alternative tenders are not acceptable.

4.8. Award of contract will be made to a qualified bidder whose responsive Tender is determined to be the lowest evaluated tender with due consideration to his maximum Physical and

Financial capacity to Bid, number of individual Bids in which his Bid happens to be the lowest responsive Bid and as per the Least Cost Combination as may be advantageous to GSDMA.

- 4.9. If required, GSDMA may negotiate with the lowest evaluated responsive bidder.
- 4.10. CEO, GSDMA reserves the right to qualify / disqualify any applicant without assigning any reason.
- 4.11. Bidder shall be disqualified if they have
- 4.11.1. Made untrue or false representation in the forms, statements and attachments required in the tender documents, or
- 4.11.2. Record of poor performance either due to technical or financial or any other reasons.
- 4.12. The request of the Bidder for not opening of Bid shall not be accepted, if Bidder has submitted Tender on line and EMD & Tender fee in physical form.
- 4.13. The jurisdiction of any dispute will be Gandhinagar or Ahmedabad.
- 4.14. No tender will be accepted after prescribed closing time for submission. The delay will not be condoned for any reason whatsoever including postal / transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
- 4.15. Bidder should read this document very carefully and comply with the instructions, terms & conditions therein. Any tender which does not confirm with the instructions / terms/ conditions therein is liable to be rejected without any reference
- 4.16. All photocopies must be duly certified **TRUE COPY / NOTARIZED**.
- 4.17. The bidder shall not be permitted to tender for the work in which his near relative is working in GSDMA or with GSDMA's Project Management Consultant as on date when Tender is submitted. (Note: The term "near relative" means wife, husband, parents, children, grand parents, brothers, sisters, uncles, aunts, cousins and in-laws)

## 5. Digital Certificate

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital certificate as per Information Technology Act-2000 using which they can sign their electronic bids.

## 6. Tender Fee & Earnest Money Deposit (EMD)

- 6.1. Tender Fee and EMD must reach in the office **Gujarat State Disaster Management Authority**, Block No. 11, 5th Floor, Udyog Bhavan, Gandhinagar – 382013, Gujarat, Tel: +91-79-23259246 on due date specified in the Tender Notice.

Sr. No.	Description of Goods	1 Tender Fee (INR)	Tender Fee and EMD shall be in favor of	Validity of EMD
		2 EMD (INR)		
1.	Mini Fire Tender	1 INR 5,000/ - 2. INR 35,88,000/-	Director (Finance), Gujarat State Disaster Management Authority payable at Gandhinagar	180 days

- 6.2. Tender without submission of Tender Fee and EMD / Exemption Certificate shall be rejected as non responsive. If during tender validity period, the bidder withdraws his Tender, the EMD shall be forfeited and the bidder may be disqualified from tendering for future works / procurement of GSDMA. Once the tenders are submitted, it will be the responsibility of the bidder not to escape halfway directly or indirectly by way of raising any problems.
- 6.3. Bidders registered under small scale industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D for the item under tender will be eligible for exemption from payment of EMD on submission of **TRUE COPY / NOTARIZED** copies of their SSI & CSPO / NSIC / DGS&D registration certificates in EMD cover. Participants not covered under this category shall have to pay EMD compulsorily as prescribed, failing which the tender will be treated as rejected at the time of opening of Bid. In such cases, Technical Bid as well as Price Bid will be ignored. Any basic document with regards to EMD will not be acceptable after closing time of tender.
- 6.4. **Tender Fee shall be paid in form of Demand Draft (DD) in favor of Gujarat State Disaster Management Authority, Gandhinagar drawn on any Nationalized Bank / ICICI Bank / HDFC Bank in Gandhinagar.**
- 6.5. EMD shall be paid in form of irrevocable Bank Guarantee (BG) issued by any Nationalized Bank / ICICI Bank / HDFC Bank. The EMD should be issued by bank only after date of advertisement of tender notice. BG should be valid up to 180 days from the date of its issuance. Form of Bank Guarantee for EMD is provided as Annexure I
- 6.6. Payment made towards EMD will not be refunded unless bid is accepted.
- 6.7. The EMD will be returned promptly to the unsuccessful bidders except first three lowest bidders. The EMD will be returned to the first three lowest bidders after first lowest bidder furnishes Security Deposit for performance and duly enters into the contract.
- 6.8. Within 2 weeks from the date of issue of the letter accepting his Tender, the successful bidder shall furnish the required Security Deposit (SD) for performance and attend the office of the CEO, GSDMA for execution of the Contract documents. If he fails to furnish the SD for performance or to execute the Contract for the work offered to him, his EMD shall be forfeited and the bidder would be debarred from bidding any future tenders of GSDMA.

## 7. Delivery Period

- 7.1. Delivery Period: **180 working days after receiving chasis**
- 7.2. Description of Item & Quantity to be procured

Item	Quantity (Nos.)
Mini Fire Tender	26

- 7.3. Details of the Consignee for the delivery of the above mentioned item

Receivers Name	Place of Delivery	Quantity (Nos.)
GSDMA	Gandhinagar/Ahmedabad	26

**Further details about the consignee would be provided at contract award stage.**



## 8. Accompaniments to Tender

**The Bidder will have to submit hard copies of legible and certified copies of the following documents:** (The submission by the bidder should be hard bound and in the same sequence as mentioned in Schedule A)

- 8.1. Tender Fee & EMD in accordance with Para 4.2 and Para 6 of Section-I
- 8.2. Manufacturing license (P.M.T. SSI No. / Industrial license / ISI Certificate / Factory Inspectors License) / Product permission (if applicable) / Registration Certificate with CSPO / SSI / KVIC / NSIC / DGS&D (whichever is applicable)
- 8.3. Partnership Deed / Memorandum and Article of Association (whichever is applicable)
- 8.4. ISO Certificate along with the declaration of manufacture of the item in the location certified by ISO in the prescribed format (ISO Certificate & Declaration is mandatory if asked in Technical Specification)
- 8.5. Original Product literature / Photograph mentioning all technical specifications & service manual if the unit price exceeds Rs.10,000/-
- 8.6. In case where item is required with ISI mark, manufacturing and selling experience of product having ISI mark will only be considered. But, in such a case, certified copies of licenses to use ISI mark for last one year as well as latest and valid license are to be submitted with tender. The license should be valid during the period of contract. It will be the sole responsibility of supplier to ensure that necessary certificate and permission must be valid till the expiry of the contract. In no case the certificate should be dated earlier than one year (unless otherwise specified) and should be in force and valid on the last date of the submission of the tender / signing of the agreement (as the case may be). In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license / certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent authority, the proof of making the application should also be attached which will be considered if the application is not specifically rejected by the competent authorities.
- 8.7. List of essential accessories required to operate the goods / stores / material/(s) (if any)
- 8.8. Chartered Accountant's certificate in original for showing year wise production and sales for quoted product for last three (3) financial years
- 8.9. Duly filled in Declaration & Memorandum form as provided as Annexure – II & Annexure – III
- 8.10. Valid Certificate of exemption for payment of EMD
- 8.11. Power of Attorney (PoA) duly authorized by a notary public, if power is delegated for signing the Bid to other person by the Bidder.

**ALL PHOTO COPIES MUST BE SUBMITTED DULY CERTIFIED TRUE COPY / NOTORISED.**

## 9. Method of Tendering

- 9.1. If the Tender is uploaded by an individual, it shall be digitally signed by the individual.
- 9.2. If the Tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.

- 9.3. If the Tender is uploaded by a firm in partnership, it shall be digitally signed by all the partners of the firms or alternatively by a partner holding PoA for the firm in which case a certified copy of the PoA shall accompany the tender, a certified copy of the partnership deed, full name, current address of the firm, current addresses of all the partners of the firm shall also accompany the tender.
- 9.4. If the Tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the PoA for signing the Tender in which case a certified copy of the PoA shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the Contract is awarded. They shall also furnish Articles of Memorandum of Association.
- 9.5. If the Firm submitting the tender is a Member of a Group of Companies (with a common name), all relevant documents clearly indicating the stake of the bidding Firm in the equity of each firm of the Group, Turnover, Net Tangible Worth and Cash Flow of each company wherein the stake of the Bidding Firm is 51% or more in terms of equity shall be furnished at the time of online submission of Bid.
- 9.6. In case at time of Tender uploading, if any of the above information has changed then the bidder shall correct the same by making the modification in his personal profile.
- 9.7. All digital signatures in the tender documents shall be dated.
- 9.8. Regarding the process of e-tendering, the necessary guidance can be obtained from

**Manager (Marketing)**

**(n) Code solutions (A division of GNFC)**

301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India)

Tel: +91-79-26857316 / 17 / 18, Fax: +91-79-26857321

www.ncodesolutions.com

## **10. Eligibility**

- 10.1. The bidders should meet the applicable qualification criteria specified in Section-III.
- 10.2. Bidders shall provide such evidence of their eligibility satisfactory to GSDMA, as the GSDMA shall request.
- 10.3. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GSDMA or any department of Government of Gujarat or any State within India in accordance with Para 19 of Section-I.
- 10.4. A Bidder shall not have any conflict of interest as provided in Para 11 of Section-I.

## **11. Conflict of Interest**

- 11.1. Each bidder shall submit only one (1) bid for each contract (Tender). A bidder who submits or participates in more than one (1) bid for the same tender will be disqualified.
- 11.2. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:
  - 11.2.1. have controlling shareholders in common; or
  - 11.2.2. receive or have received any direct or indirect subsidy from any of them; or
  - 11.2.3. have the same legal representative for purposes of a bid; or
  - 11.2.4. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of

another bidder, or influence the decisions of GSDMA regarding the bidding process;  
or

- 11.2.5. participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a bid.

## 12. Submission of Tender

- 12.1. The bidder shall fill the required details / data / information in the prescribed form of Tender document.
- 12.2. Tender Fee, EMD and Technical Bid with all the relevant documents (including Annexures & Schedules **excluding Price Bid**) as per requirement of the Tender must be submitted as **HARD COPY**. While submitting the hard copies the bidder should invariably submit his tender in three sealed envelopes with all the relevant documents as per the requirement of the Tender (**Excluding Price Bid**). The three sealed envelopes should be suitably super scribed as follows:
- Envelope 1: “**Tender Notice No. GSDMA/Mini Fire Tender/2017, Tender Fee**”
  - Envelope 2: “**Tender Notice No. GSDMA/Mini Fire Tender/2017, EMD / Exemption Certificate**”
  - Envelope 3: “**Tender Notice No. GSDMA/Mini Fire Tender/2017, Technical Bid**”
- 12.3. The three sealed covers should be enclosed in a larger envelope duly sealed and super scribed as “**Tender Notice No. GSDMA/Mini Fire Tender/2017, Tender Opening Date 04/10/2017**” and should be strictly submitted by RPAD / Speed Post only, before the due date and time.
- 12.4. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal / transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
- 12.5. Bidders are requested to submit **Price bid(Schedule B)ONLINE** only and not to submit the Price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price will be considered for evaluation.
- 12.6. The Rates for items in **Schedule – B** must be submitted in figures only on the e-tendering website. Amount in words will be automatically generated by system. Total amount of each item and the grand total in figures and the respective words will be automatically calculated and displayed.
- 12.7. GSDMA at its discretion can extend the last date for submission of Tender by amending the Bid Document in which case all rights and obligations of GSDMA and Bidder will thereafter be subject to the last date as extended. The Bidder shall be responsible for extending the Validity of Tender Offer accordingly, failing which his Bid shall be rejected as non-responsive.
- 12.8. Telegraphic Tender will not be entertained.
- 12.9. The bidder should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender which does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.
- 12.10. No modification should be done by the bidder in the name of item, and in the specifications / grade / quality / packing of the item given in the tender document. In **Schedule - A (Technical Bid)** all information asked / required including specification available in offered models should be mentioned clearly. Additional specifications /

features if any available in the offered models shall be provided in additional sheet. In **Schedule – B (Price Bid)**, the rates, with break up shown in the formats provided with the tender documents to be quoted.

- 12.11. The detailed required specifications of the equipment / goods to be purchased are shown in **Section - IV**. The bidder should confirm that the items offered are conforming to these specifications in **Schedule - A (Technical Bid)**. Offers with minor deviation in non-critical specification shall be considered subject to overall acceptability of products in terms of its utility.
- 12.12. The bidder should arrange demonstration of equipment / goods offered as and when desired at their expense failing which his / their tender shall liable to be ignored. In case where samples are required to be submitted, it should be kept ready and submitted as and when demanded in duly sealed pack superscribed with details of Tender Notice No., Due Date, Name and Address of Bidder, make / Model etc. failing which offer shall liable to be rejected.
- 12.13. The rates shown in **Schedule – B (Price Bid)** shall be presumed, in all cases, as the net price inclusive of all duties and sundries which includes but not limited to all taxes, royalties, octroi, costs, fees, duties, insurance, transportation, loading and unloading charges FOR consignee's stores, giving basic price ex factory and other item wise charges. No payment against any duty / delivery charges etc. will be considered under any separate heading under any circumstances.
- 12.14. The quoted rates will be valid for **180 days** from the date of opening of technical bid. Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
- 12.15. The rates should be comprehensive incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document. In case any item is required as an essential accessory for operating the equipment, it must be mentioned clearly in **Schedule - A (Technical Bid)** and its rates must be included in the rates for the equipment in **Schedule – B (Price Bid)**. If no mention of such essential accessories is made in **Schedule - A (Technical Bid)** or if its rates are not shown in **Schedule – B (Price Bid)**, it will be presumed that the cost of essential accessories is included in **Schedule – B (Price Bid)** and no separate payment for the same will be made thereafter under any circumstances. If any accessory is demanded as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The price of the product offered must include the accessories required for operation of the instrument and no separate payment will be made even if such an accessory is not included in the quotation. Only those accessories which are specifically recommended by the manufacturer of the instrument / equipment should be offered as part of the equipment and under no circumstances a cheaper variety of an accessory not approved / recommended by the manufacturer should be offered.
- 12.16. **Schedule – B (Price Bid)** with errors will be, rejected. No variation in the terms and conditions of the tender, including major deviation from standards / specifications / terms of supply will be accepted. No claim for additional payment beyond the prices / rates quoted will be entertained and the bidder will not be entitled subsequently to make any claim on the ground of misrepresentation / misinterpretation or on the ground that he was supplied with information given by any person (Whether the member is an employee of GSDMA or not). Any failure on the bidders part to obtain all necessary information for the purpose of making his Tender and quoting the prices and rates therein shall not relieve him from any risk or liabilities arising out of or consequent to the submission of the tender.

- 12.17. **IN NO CASE, RATES SHOULD BE QUOTED IN ANYWHERE EXCEPT IN PRICE BID.**
- 12.18. **Every Blank (fields) in the Tender document (Forms, Schedule, etc.) must be filled up by the Bidder. Use of dash (-) is not permitted. Please write “NOT APPLICABLE” or “NIL” as and where required by Bidder.**
- 12.19. In the event of any error or discrepancy in write up of tender documents the bidder will not take any undue advantage of such error or discrepancy and CEO, GSDMA shall have powers to interpret and decide correct meaning of contradictory erroneous writing.

### **13. Opening of Tenders**

The Designated Officer/(s) of GSDMA will open tenders as per schedule of tendering as provided in the Tender Notice in the presence of intending bidders or their representative who wish to remain present at that time. The intending Bidders, if they wish may participate in online tender opening process and view the result on <https://www.nprocure.com>, will have to log in with his user ID and password and click on “mark my attendance button” to view Tender result. For more details refer Para 9.8 of Section-I.

#### **13.1 Opening of Tender Fee and EMD Cover**

At the first instance Tender Opening Officer will open and scrutinize the Tender fee cover and EMD cover. In following situation the tender shall be liable to be rejected at the time of opening of EMD cover.

- a. If required Tender fee and EMD amount is not paid.
- b. If Tender fee and EMD is not paid in the prescribed form.
- c. Documents for claiming exemption are not enclosed.

#### **13.2 Opening of Technical Bid**

The Designated Officer/(s) of GSDMA after verification of Tender fee and EMD will open Technical Bid for the all the eligible bidders at the address specified in the Tender Notice. The evaluation of Technical Bid will be done as per **Schedule A**

#### **13.3 Opening of Price Bid**

The **Schedule – B (Price Bid)** will be opened of only those bidders whose quotations satisfy the technical requirement as specified in the Tender Document and are otherwise acceptable. The date of opening of **Schedule – B (Price Bid)** will be intimated to the qualified bidder.

- a. The Designated Officer/(s) of GSDMA will open each Price Bid on the date and time mentioned in the Tender or on extended date and take print out of total amount quoted in the Tender along with rate quoted for each part of Bid Schedule and the conditions if any put forth by the Bidder. The Bidder can see his Price Bid as well as other Bidders’ entire Price Bid who have participated in the e-Tender. The **Schedule – B (Price Bid)** will be accessible upto 24 hours from the date and time of Tender opening for security reasons. For future reference, Bidders are requested to save or take print out of the same data.
- b. The Price Bids will be opened ONLINE, irrespective of the presence of the Bidder.

#### 14. Tender Offer Validity Period

- 13.1 The Tender offer for the work shall be valid for a period not less than One Hundred and Eighty (180) days from the date of opening of the Technical Bid. The same may be extended by the Bidder for a further period of One Hundred and Eighty (180) days, if required by GSDMA. The bidder shall not be allowed to withdraw or modify the offer on his own during this period. If any bidder withdraws or make any modification or additions in the terms and conditions and tender validity period of his tender offer is not acceptable to the GSDMA, then the GSDMA shall without prejudice to any right or remedy, be at liberty to forfeit in full, the said EMD absolutely.
- 13.2 In exceptional circumstances, GSDMA may solicit the Bidder's consent for an extension of the period of validity of the Tender offer by a period not exceeding another One Hundred Twenty (120) days.
- 13.3 The request and response shall be made in writing or by tele-fax and email. If a Bidder accepts to extend the period of validity, the validity of EMD shall also be extended according to provision of Para 6 of Section-I. In case of refusal by Bidder for extension of validity period his EMD shall be returned. Any Bidder granting the request of extension of offer validity period will not be permitted to modify his / their Bid.

#### 15. Evaluation of Tender & Technical Scrutiny of the Sample

- 15.1. Technical evaluation will be made based on Criteria fixed in Para 10 of Section-I and the documents submitted as per the **Schedule - A (Technical Bid)**.
- 15.2. The technical scrutiny of the items will be carried out by a committee of experts nominated by the Chief Executive Officer, GSDMA which may also include demonstration / sample testing and the report of the scrutiny committee shall be final and binding upon the bidder. In case there is a discrepancy in the claim made by the bidder and the specifications shown in the product literature / circuit diagram / photograph, reliance will be placed on the specifications shown in the product literature / circuit diagram photograph, ignoring the claim of the bidder. Any change or alteration in the product literature / circuit diagram/ photograph must be authenticated by the manufacturer and an affidavit from the manufacturer for supplying the item as altered or changed should also be submitted failing which such changes / alterations will be ignored.
- 15.3. If it is found, at any later stage that Bidder has hidden any material detail or given false details the Bidder shall be disqualified and his EMD shall be forfeited and he will be debarred from bidding future tenders of GSDMA.
- 15.4. Bidders will be qualified based on the Technical evaluation as per Para 15.1 above. A list of qualified Bidders shall be prepared. The **Schedule – B (Price Bid)** of only qualified Bidders shall be opened and evaluated.
- 15.5. To assist in the examination, evaluation and comparison of Tenders, the GSDMA may ask the bidders individually for clarification / explanation / documentary evidence of their tenders. The request for clarification and the response shall be in writing or tele-fax and through email communication but no changes in the price or substance of the tender shall be sought, offered or permitted. However any clarification / explanation or documentary evidence leads to implication on quoted price shall be considered only for placing the order but not for price evaluation
- 15.6. The Tenders will be verified for accuracy in numerical calculations. Any Tender with arithmetical mistake will be corrected on the basis of the quantities of work given in the tender form and the unit price quoted by the bidder.

- 15.7. A substantially evaluated responsive Bid is one which confirms to all the terms, conditions and specifications of the Bid Documents without material deviation or reservation. The material deviation or reservations is one
- a. which affects in any substantial way the scope, quality or performance of the works.
  - b. which limits in any substantial way inconsistent with bid documents, the GSDMA's right or the bidder's obligations to the contract or
  - c. whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 15.8. As per Government's prevailing purchase policy, a order / price preference shall be available to Gujarat based SSI / TINY / COTTAGE Industries registered for quoted items subject to providing required documents like respective registration certificate issued by concerned authority. For this purpose, guidelines given by the Govt. of Gujarat, Industries and Mines Dept., resolution No.SPO/1095/2636 (97)/CH dated 23/09/1997 amended from time to time will be followed. In such a case the decision of Purchase Committee shall be final and implemented forthwith.
- 15.9. Award may be made to the bidder whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.

## 16. Acceptance of Tender

- 16.1. The tender is liable for rejection due to any of the reasons mentioned below:
- (a) Non-Submission of tender within stipulated time.
  - (b) Tender is unsigned OR not initiated on each page or with unauthenticated corrections.
  - (c) Submission of tender documents in unsealed envelop.
  - (d) Tender not submitted in separate envelopes as per conditions and the envelopes are not superscribed with details of the tender enquiry and part enclosed.
  - (e) Non-payment of Earnest Money Deposit (if not exempted)
  - (f) Non-submission of required documents as shown in Para 8 of Section-I above
  - (g) Conditional and / or vague offers
  - (h) Unsatisfactory past performance of the bidder.
  - (i) Rates have been shown elsewhere than **ONLINE Schedule – B (Price Bid)**
  - (j) Items with major changes / deviations in the specifications / standard / grade / packing / quality are offered in **Schedule - A (Technical Bid)**.
  - (k) Offering a cheaper accessory not approved / recommended by the manufacturer.
  - (l) Offering an accessory as optional even though it is required to operate the instrument.
  - (m) Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
  - (n) Tenders not filled up properly
  - (o) Non-submission of Charter Accountant Certificate in case of manufacturer
- 16.2. Any conditional discount given by the bidder such as discount applicable on total order value, minimum order value on certain group of items etc. will not be considered for evaluation purpose. However, for ordering purpose, such discount shall be considered.

- 16.3. Discount offered after price bid opening shall also be not considered for evaluation. However in a case bidder happens to be selected bidder (without considering discount) such discount shall be considered while placing the order.
- 16.4. The consolidated rates will be taken in to account for preparing price statement. However, the tender which is found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order but, order will be placed at quoted or mutually agreed price.

### **17. Right of Rejection**

- 17.1. Those Tenders which do not have Digital Signature attached shall be rejected.
- 17.2. Tender without EMD, will be treated as non responsive and will be out rightly rejected.
- 17.3. CEO, GSDMA reserves the rights to accept or reject any bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds of the GSDMA's action.

### **18. Particular Provision**

The particulars of the goods given herein as well as in the accompanying Annexures must be considered only as advance information to assist bidders.

### **19. Corrupt or Fraudulent Practices**

GSDMA require that bidders / suppliers / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- 19.1. GSDMA defines for the purposes of this provision, the terms set forth below as follows:
  - 19.1.1. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - 19.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 19.2. GSDMA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 19.3. GSDMA will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an GSDMA contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an GSDMA contract.



## 20. Special Instructions

- 20.1. The bidder must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. **FAILURE TO ENTER INTO CONTRACT IF SELECTED OR TO EXECUTE THE PURCHASE ORDERS AFTER ENTERING INTO CONTRACT FOR WANT OF PERMISSION / LICENSE OR DUE TO NON-SUPPLY OF CERTIFICATES / DOCUMENTS WILL BE VIEWED SERIOUSLY AND WILL INVITE FOREITURE OF E.M.D. / RISK PURCHASE / DISQUALIFICATION FOR APPROPRIATE PERIOD WITHOUT ANY FURTHER REFERENCE.**
- 20.2. **THE BIDDER HAS TO SUBMIT ALL THE REQUIRED DETAILS / DOCUMENTS AND SAMPLE ETC. WITH THE TENDER.**
- 20.3. CEO, GSDMA does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if CEO, GSDMA, is satisfied about the production, sale, quoted price technical details, utility of products and past performances of bidder.
- 20.4. Security Deposit (SD) is payable by all the parties except by the Undertakings and Corporations of the Government of Gujarat which are exempted by Government. SD submitted in connection with the earlier contracts and which are locked with those contracts and which have not been released till date will not be considered and fresh SD separately for each item must be submitted in such cases. The SD shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.
- 20.5. Successful bidder shall enter into agreement for due performance of the contract. The agreement form provided as an Annexure VI to the Tender Document should be stamped with the adhesive stamp for the requisite amount, and signed before any Gazetted Officer of this Office or before a I Class Magistrate or Notary Public.
- 20.6. The Supplier holder should supply the goods / stores / material/(s) in fresh and sound condition meeting with the specification and packing approved by the CEO, GSDMA. Refurbished or second-hand goods / stores / material/(s) will not be allowed under any circumstances. If such case is noticed, than the store will be rejected out rightly and penal action will be taken against the Supplier.
- 20.7. Period of Delivery will be One Hundred Eighty (180) days after receiving chasis.
- 20.8. GSDMA may appoint Project Management Consultants to facilitate speedy execution of the procurement process. Supplier shall be abided by to carry out the work & delivery as per instructions of Project Management Consultants/ GSDMA Officials

## SECTION - II

### TERMS AND CONDITIONS OF CONTRACT

#### 1. Definitions

Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

- a. **Approved / Approval** means approved in writing.
- b. **Contract** means the contract entered between GSDMA and Supplier and as derived from tender documents, agreed variations to the tender documents, supplier's Price Bid and the Purchase Order.
- c. **Contract Document(s)** means individually and collectively the documents constituting the contract
- d. **Contract Price** means the price payable to the Supplier as specified in the Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract
- e. **Day** means calendar day
- f. **Indenter / Employer / Owner / Purchaser** means Gujarat State Disaster Management Authority / GSDMA and includes its legal successor.
- g. **Inspectors** means Inspectors nominated, appointed, approved or deputed by GSDMA for inspection of the goods / stores / material(s)
- h. **IS** means Indian Standards, prescribed by the Bureau of Indian Standards
- i. **Goods / Stores / Material(s)** means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract.
- j. **Project Management Consultants** means the representative or agency appointed by GSDMA for managing, expediting and / or coordinating the supply of goods / stores / material(s).
- k. **Purchase Order** means GSDMA's acceptance of the Supplier's offer / bid and includes any formal or detailed Purchase Order issued by GSDMA pursuant to the acceptance of the tender.
- l. **Delivery Period** means the date(s) for delivery of the goods / stores / material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Supplier and GSDMA
- m. **Tender Documents** with reference to the Purchase Order means the instruction & information, general rules and direction for bidders, general terms and conditions of purchase, specification, drawings, the schedules of quantities and tender prices, the formal agreement, special conditions of purchase and all addenda (including corrigendum if any) and attachments related to the above
- n. **Services** means services ancillary to the supply of the material(s), such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract
- o. **Supplier** means the particular person, firm or Company or Group of firms or Companies or his designated representative to whom the Purchase Order is placed for supplying the goods / stores / material(s) and services under this Contract and includes his legal successors.

- p. **Contract Value** means total value of the goods / stores / material(s) & services to be supplied as specified in the Purchase Order.

## **2. Interpretation of Contract Documents**

- 2.1. The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 2.2. Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Supplier shall prior to commencing the relative supply or work for supply under the Contract apply in writing to GSDMA for resolution of the doubt or ambiguity. Should the Supplier fail to apply to GSDMA within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Supplier shall perform the relative work and / or make the relative supply at his own risk.
- 2.3. Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.
- 2.4. No verbal agreement or assurance, representation or understanding given by any employee or officer of GSDMA or so understood by the Supplier shall anyway bind GSDMA or alter the Contract Documents unless specifically given in writing and signed by or on behalf of GSDMA as an Agreed Variation to the relative term(s) in the Contract Document(s).
- 2.5. Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

## **3. Irreconcilable Conflicts**

Subject to the provisions of Clause 2 hereof, in the event of an irreconcilable conflict between the provision of these Terms and Conditions Contract and/or the Agreed Variations to the Tender Documents and / or the Purchase Order and / or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- (i) Agreed Variations to the Tender Documents;
- (ii) Purchase Order;
- (iii) Addendum/Addenda (a) to the Tender Document;
- (iv) Terms and Conditions of the contract;
- (v) Other Contract Documents.

## **4. Confirmation of Order**

- 4.1. Without prejudice to the formation of contract by acceptance of bid, the Supplier shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate / photocopy within 15 (fifteen) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.

- 4.2. Should the Supplier fail to acknowledge acceptance of the Purchase Order within the period specified above, GSDMA may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

## **5. Price**

- 5.1. **The price shall be inclusive of all taxes, duties, insurance, transportation etc. whichever is applicable**

- 5.2. The price escalation clause **will not be allowed under any circumstances** except statutory taxes / duties imposed / withdrawn / increased / decreased on quoted items by the Government of Gujarat or Central Government during the period between opening of technical bid and stipulated delivery period. The statutory price variation will not be allowed in the cases where:

- (i) Goods / stores / material(s) offered on ex-stock basis.
- (ii) Goods / stores / material(s) to be purchased on emergency basis.
- (iii) Statutory variation not communicated within seven (7) days of its announcement by the Supplier
- (iv) Duties / Taxes applicable due to mere crossing the limit of production / sales.
- (v) Delivery period is within one month of date of statutory increase
- (vi) Duties / Taxes imposed / increased by the Government after stipulated delivery period

## **6. Security Deposit (SD)**

- 6.1. The total amount of SD to be obtained from the Supplier whose tender is accepted shall be 5% (Five percent) of the total value of the contract. The Supplier whose tender is accepted, shall within 2 weeks from the date of issue of letter accepting his tender submit initial security deposit as under, for due performance of contract.
- 6.2. SD shall be accepted only in the form of Bank Guarantee (BG) as per Annexure IV from Gandhinagar / Ahmedabad branch of any Nationalized Bank / ICICI Bank / HDFC Bank. If SD is given by the firm in the form of BG then the same should be confirmed with the issuing Bank immediately.
- 6.3. However, if the BG is issued by the branch other than Gandhinagar / Ahmedabad the BG shall be operable from Gandhinagar / Ahmedabad branch in which case the BG shall be given in the form prescribed in Annexure IVA.
- 6.4. Successful bidder have to pay SD valid for a period not less than 12 months required at the time of entering into agreement for the performance of the contract and same to be extended by supplier as and when desired by GSDMA.

- 6.5. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the bidder for future tenders / quotations apart from forfeiture of EMD and being liable for penalty as deemed fit by CEO, GSDMA in relation to the tender under process. SD is payable by all the parties except by the Undertakings and Corporations of the Government of Gujarat which are exempted by Government. The SD submitted in connection with the earlier contracts and which are locked with those contracts and which have not been released till date will not be considered and fresh security deposit separately for each item must be submitted in such case. The SD shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.
- 6.6. Additional SD shall be furnished by the bidder as decided by GSDMA at the time of entering into contract, if any.
- 6.7. Any shortfall in the value of the Bank Guarantee, as a result of encashment by GSDMA either in full or in part, shall be made good by the Supplier within 7 (seven) days of notice by GSDMA to the Supplier in this behalf. Any failure by the Supplier to furnish the Bank Guarantee or to enhance the Value of the Bank guarantee as stated above shall constitute a default by the Supplier for which GSDMA shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract with consequences as indicated in Clause 13.4, the provisions whereof shall mutatis mutandis apply.

## **7. Terms of Payment**

- 7.1. The payment shall be made to the Supplier as under:
  - (i) 100% of the invoice amount will be paid within 30 days of the delivery of the chasis
  - (ii) 100% of the invoice amount will be paid within 30 days of the delivery of the goods at the destination in good condition and submission of the documents as specified in Clause 21
- 7.2. The payment of the bill shall be made after deducting Government dues, if any
- 7.3. Payment shall be made in Indian Rupees
- 7.4. The payment of the bills shall be withheld in the following circumstances:
  - (a) The goods / stores / material(s) are found sub-standard or in non-acceptable condition
  - (b) Breach of condition of any contract by the Supplier
  - (c) Previous Government dues of Supplier

## **8. Change Orders**

- 8.1. GSDMA may at any time, by written order given to the Supplier pursuant to Clause 28, make changes within the scope of the Contract in any one or more of the following:
  - (a) drawings, designs, or specifications, where goods / stores / material(s) to be furnished under the Contract are to be specifically manufactured for GSDMA;
  - (b) the method of shipping or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.

- 8.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the GSDMA's change order.

## **9. Contract Amendments**

Subject to Clause 8, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **10. Supplier's Drawings & Data Requirement**

The Supplier shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Purchase Requisition / Tender documents and / or Supplier's drawing and data form attached to the Purchase Order, within thirty (30) days of the Purchase Order. The types, quantities and time limits for submitting these must be respected by the Supplier and the goods / stores / material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of GSDMA.

## **11. Sub-Contracts**

- 11.1. The Supplier shall not assign the Contract in whole or part without obtaining the prior written consent of GSDMA.
- 11.2. The Supplier shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to GSDMA together with the assignee, for and in respect of the due performance of the Contract and the Supplier's obligations there under.

## **12. Expediting**

- 12.1. GSDMA may appoint Project Management Consultants to manage, expedite and coordinate the manufacture, shipment and / or dispatch of goods / stores / material(s) covered by the Contract.
- 12.2. The Supplier shall furnish to the Project Management Consultants within ten (10) days of receiving the Purchase Order, the required number of copies of documents including but not limited to Schedule of manufacture / PERT chart, unpriced copies of sub-orders, phased programme of item-wise manufacture, testing and delivery and any other information and / or documents as may be called for by the Project Management Consultants.
- 12.3. The Project Management Consultants shall have free access to the Supplier's shop and sub-suppliers' shop during normal working hours and shall be provided all the necessary assistance and information to help him perform his job.

## **13. Respect for Delivery Dates & Price Discount**

- 13.1. The time and date of delivery of goods / stores / material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the price(s) of the goods / stores / material(s) has / have been fixed with reference to the said delivery date(s).

- 13.2. If any delay is anticipated by the Supplier in the delivery of the goods / stores / material(s) or any of them beyond the stipulated date(s) of delivery, the Supplier shall forthwith inform GSDMA in writing of such anticipated delay and of the steps being taken by the Supplier to remove or reduce the anticipated delay, and shall promptly keep GSDMA informed of all subsequent developments.
- 13.3. If any goods / stores / material(s) is / are not delivered within the delivery date(s) stipulated in respect thereof, an amount equivalent to 0.5% (subject to maximum of 10%) of the value of the contract not supplied / installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the CEO, GSDMA. Such recovery of the liquidated damages will not stop the CEO, GSDMA from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase. Once the maximum is reached, the Purchaser may terminate the contract pursuant to clause 23.
- 13.4. Without prejudice to its rights under Clause 13.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, GSDMA may at any time after the expiry of the stipulated date(s) of delivery in respect of any goods / stores / material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered goods / stores / material(s) or any of them and either purchase such goods / stores / material(s) from any other available source at the risks and costs of the Supplier and recover from the Supplier any additional cost incurred by it on such purchase or recover from the Supplier without such purchase the difference between the market and contract price of such goods / stores / material(s) on the date of termination of Contract relative thereto.

#### **14. Delays Due to Force Majeure**

- 14.1. If a Force Majeure event as defined below, affecting the Supplier, arises prior to the expiry of the stipulated Delivery period in respect of any goods / stores / material(s) and the Supplier intends to claim extension of the stipulated date of delivery in respect of such goods / stores / material(s) or any of them, the Supplier must advise GSDMA by notice in writing of such event by means of communication which secures undisputed service of the notice not later than 10 (ten) days of the occurrence of the event. Such occurrence shall be duly certified by a local Chamber of Commerce or statutory authority. The Supplier shall within 10 (ten) days of the end of the Force Majeure event similarly notify GSDMA of such cessation, and of the period and goods / stores / material(s) for which an extension of delivery date(s) is consequently claimed. Such notification shall be a mandatory pre-condition to a claim for such extension.
- 14.2. Events of Force Majeure shall mean:
  - (a) natural calamities, civil wars and national strikes which have a duration of more than seven consecutive working days; and
  - (b) strike at Supplier's works for more than ten (10) consecutive days.
- 14.3. Commercial hardship and third party breach, strike, shutdown or lockout other than as specified in Clause 14.2 hereof shall not constitute an event of Force Majeure.
- 14.4. The parties affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

- 14.5. Subject to receipt of notices under Clause 14.1 above, the stipulated delivery date(s) may be extended by GSDMA. The decision of GSDMA on the Supplier's claim for extension of time and the time of extension and goods / stores / material(s) on which extension is given shall be final and binding on the Supplier. On the grant of such extension, the extended date shall be deemed to be the stipulated delivery date for the purpose of calculating price discount under Clause 13.3 hereinabove.
- 14.6. If the Supplier is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Supplier and GSDMA shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, GSDMA shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

## 15. Warranty

- 15.1. The Supplier warrants that the goods / stores / material(s) sold and supplied by it to GSDMA pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep GSDMA indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by GSDMA as a consequence thereof and / or to defend any such claim, demand, action or proceeding.
- 15.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 15.3. The Supplier shall be understood to have represented to GSDMA that the use by GSDMA / Consignees of the goods / stores / material(s) supplied by the Supplier will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the Supplier will hold harmless and indemnify GSDMA against all costs (including legal costs), charges and expenses incurred or any damages or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.
- 15.4. **The warranty shall remain valid for Twenty-Four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the tender document.**
- 15.5. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such.
- 15.6. Upon receipt of such notice, the Supplier shall, within the period specified in the Technical Specifications, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 15.7. If having been notified, the Supplier fails to remedy the defect within the period the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.



## 16. Inspection & Testing

- 16.1. Inspection shall normally be carried out in the premises of the Supplier. The entire goods / stores / material(s) ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of Inspector(s). All packing should be sealed and signed by Inspector(s) and sent to the consignee without any extra cost within twenty one (21) days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the suppliers.
- 16.2. **Sample Testing:** Sample of the goods / stores / material(s) shall be collected by Inspector(s) of any authorized representative of GSDMA in the manner approved by the CEO, GSDMA, and will be sent for testing to an approved laboratory / institution. Testing fee will be recovered from the supplier. The decision of the testing authority will be conclusive and final and binding on the supplier. **In all supplies, inspection & testing charges shall be payable by the Supplier.**
- 16.3. Even if the inspection and tests are fully carried out, the Supplier shall not be absolved from its responsibilities to ensure that the goods / stores / material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption. The inspections and tests are merely intended to prima facie satisfy GSDMA that the goods / stores / material(s) and the parts and components comply with the requirements of the Contract.
- 16.4. The Supplier's responsibility shall also not be anyway reduced or discharged because GSDMA or GSDMA's representative(s) or Inspector(s) shall have examined or commented on the Supplier's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any goods / stores / material(s).
- 16.5. Unless otherwise specifically permitted by the Contract, no goods / stores / material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 16.6. Notwithstanding approval by the Inspector(s), if on testing and / or inspection after receipt of the goods / stores / material(s) at destination of consignee, any goods / stores / material(s) is / are found not to be in strict conformity with the contractual requirements or specifications, GSDMA shall have the right to reject the same and hold the Supplier liable for non-performance of the Contract. The provision of Clause 17.3 to 17.5 shall mutatis mutandis apply to such rejected goods / stores / material(s).

**17. Acceptance of Goods / Stores / Material(s), Guarantees & Risk Purchase**

- 17.1. The Supplier acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by GSDMA and / or the testing of goods / stores / material(s) in accordance with the requirements of the Contract or any applicable code or specification and / or any inspection of the input or goods / stores / material(s) by the Inspector(s) or issue of an Inspection Certificate relative thereto and / or any other act, matter or thing done or required by GSDMA to satisfy itself of the quality, quantity, sufficiency or efficiency of the goods / stores / material(s) prior to delivery thereof and / or the transfer of title and / or risks in relation to the goods / stores / material(s), shall not be deemed or understood to constitute acceptance of the goods / stores / material(s) by GSDMA nor shall GSDMA be understood to have accepted any goods / stores / material(s) other than plant, machinery, equipment and parts and components unless such goods / stores / material(s) have been received by the Consignee and found to be acceptable as evidenced by a Certificate of Acceptance issued by Consignee, and in case of plant, machinery, equipment and parts and components, unless they have been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.
- 17.2. To this end, the Supplier guarantees that:
- (i) All goods / stores / material(s) used in the execution of the Contract and all goods / stores / material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications of the Contract and suitable for the purpose for which such goods / stores / material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such goods / stores / material(s) are ordinarily put to use, if such purpose has not been disclosed.
  - (ii) In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.
- 17.3. The Supplier further undertakes to replace any goods / stores / material(s) if found not to conform to the guarantees aforesaid at any time during the period not less than 12 months from the date of delivery and / or installation. GSDMA shall give written notice of the defect to the Supplier and of the rejection of the defective goods / stores / material(s). The supplier shall be liable to replace the entire quantity of the relevant order within the period as decided by CEO, GSDMA or make full payment of the entire consignment against the particular invoice, irrespective of the fact that part or full quantity of the goods / stores / material(s) supplied, may have been consumed. The decision of the CEO, GSDMA taken on the basis of the report of the competent laboratory regarding goods / stores / material(s) not of standard quality will be final and binding. The stock of any item which has been declared not of standard quality shall be withdrawn from all the Consignees / Purchaser and will not be returned to the Supplier but will be destroyed by the organization and the contractor shall have no claim over such goods / stores / material(s). If the replacement or payment as specified is not made by the supplier, the procedure for risk purchase as shown in Clause 17.4 will be initiated without any further reference or intimation to the contractor, however, the CEO, GSDMA may ask for supply of 25% of the original consignment to meet any exigency of the situation. **Neither claim for relaxation of replacement for return of goods / stores / material(s) declared to be not of standard quality nor any request for acceptance of the replacement goods delayed after the delivery period, due to any reason whatsoever, will be entertained.**

17.4. **Risk Purchase:** The risk purchase of the items ordered at the cost and risk of the supplier will be carried out when the supplier fails to:

- (a) Supply the goods / items / material(s) as per the orders placed by either GSDMA / Consignee within the delivery period;
- (b) Replace the goods / item / material(s) declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoilt before the date of expiry or to refund the cost of such goods / item / material(s).

Provided however that in cases of (b) above, the risk purchase will be limited to the quantity so specified therein.

The Risk Purchase will be done at anytime after the delivery period is over. The Risk Purchase will be done for undelivered quantity of the Stores & the Contractor shall be penalized to the extent of 10% or difference whichever is higher.

17.5. Whenever under this contract any sum of money is recoverable from the Supplier & payable by the contractor to the CEO, GSDMA, or an officer empowered by him, including the difference arising due to risk purchase, will be recovered in the following manner:

- (i) From any pending bills of the supplier;
- (ii) From any EMD / SD of the supplier;
- (iii) If amounts at (i) & (ii) above are not sufficient then remaining balance due will be recovered as arrears of "LAND REVENUE DUES"

## 18. Weights & Measurements

18.1. The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, in respect to the following data:

- (a) Unit net weight
- (b) Unit gross weight (including packing)
- (c) Dimensions of packing

18.2. All weights and measurements recorded by the Project Management Consultants or Inspector(s) on receipt of the goods / stores / material(s) at the consignee's destination will be treated as final.

## 19. Packing & Marking

19.1. All goods / stores / material(s) shall be suitably packed in weatherproof packing for rail and / or road or other appropriate transport within India. The Supplier shall ensure that the packing is per the technical specifications as provided in the Section IV of the Tender Document and is strong enough to ensure safety and preservation of the goods / stores / material(s) upto the consignee's destination or other point of final destination. The Supplier will be required to make separate packages for each Consignee.

19.2. For uniform goods / stores / material(s) when packed in several cases / crates, progressive serial numbers shall be indicated on each end.

- 19.3. All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the technical specifications.
- 19.4. All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE" in English. Any other direction for handling shall also be clearly indicated on the package.
- 19.5. The Supplier shall be held liable for all damages or breakages to the goods / stores / material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing / protection.
- 19.6. For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract. All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Top heavy containers will be marked either "TOP HEAVY" or "HEAVY ENDS".

## **20. Dispatch Instructions**

Unless otherwise advised by GSDMA in writing, goods / stores / material(s) shall not be dispatched without prior inspection and / or testing and Release Order / Material(s) Acceptance Certificate issued by the Inspector(s).

## **21. Shipment & Shipment Notices**

Upon delivery of the goods / stores / material(s), the supplier shall notify the purchaser and the insurance company by cable / telex / fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three (3) Copies of the Supplier invoice showing the following details
  - (a) No. & Date of Bills or Invoice
  - (b) No. & Date of Purchase Order
  - (c) Name & Specification of Item
  - (d) Name of Manufacturer & Model / Make / Brand
  - (e) Quantity
  - (f) Unit Price and
  - (g) Total cost
- (ii) Railway receipt / acknowledgment of receipt of goods from the consignee(s);
- (iii) Three (3) copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the Inspector(s) and the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the goods / stores / material(s) (except where the goods / stores / material(s) have been delivered directly to the Consignee with all documents) and if not received, the Supplier will be responsible for any consequent expenses.

## 22. Insurance

- 22.1. The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in Clause 22.2.
- 22.2. For delivery of goods / stores / material(s) at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.
- 22.3. In the event of breakages or loss of stores during transit against purchase order the said quantity will have to be replaced by the supplier. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the goods / stores / material(s) as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the supplier of any loss or damages to the goods / stores / material(s) that might / should have occurred during the transit.

## 23. Termination

- 23.1. Without prejudice to GSDMA's right to price adjustment by way of discount or any other right or remedy available to GSDMA, GSDMA may terminate the Contract or any part thereof by a written notice to the Supplier, if:
  - (i) The Supplier fails to comply with any material term of the Contract.
  - (ii) The Supplier informs GSDMA of its inability to deliver the goods / stores / material(s) or any part thereof within the stipulated delivery period or such inability otherwise becomes apparent.
  - (iii) The Supplier fails to deliver the goods / stores / material(s) or any part thereof within the stipulated delivery period and / or to replace / rectify any rejected or defective goods / stores / material(s) promptly.
  - (iv) The Supplier becomes bankrupt or goes into liquidation.
  - (v) The Supplier has misrepresented to GSDMA, acting on which misrepresentation GSDMA has placed the Purchase Order on the Supplier.
  - (vi) The Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

**"corrupt practice"** means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

**“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- 23.2. Upon receipt of said termination notice, the Supplier shall discontinue the work on the Contract so far as terminated, and matters connected therewith.
- 23.3. On termination of the Contract, without prejudice to any other right or remedy available to GSDMA under the contract, in the event of GSDMA suffering any loss on account of delayed delivery or non-delivery, GSDMA reserves the right to claim and recover damages from the Supplier in respect thereof.
- 23.4. Notwithstanding anything to the contrary herein contained, GSDMA will be at liberty to take independent administrative and / or legal action against the Supplier for delay or non-performance of its contractual obligations or any of them.

#### **24. Technical Information / Confidentiality**

- 24.1. The Supplier shall not, without the GSDMA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the GSDMA in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 24.2. The Supplier shall not, without the GSDMA's prior written consent, make use of any document or information enumerated in Clause 24.1 except for purposes of performing the Contract.
- 24.3. Any document, other than the Contract itself, enumerated in Clause 24.1 shall remain the property of the GSDMA and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the GSDMA.

#### **25. Settlement of Disputes**

- 25.1. GSDMA and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either GSDMA or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
  - (a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods / stores / material(s) under the Contract.
  - (b) Arbitration proceedings shall be conducted in accordance with the rules of procedure as stated below:

- (i) In case of dispute or difference arising between GSDMA and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by GSDMA and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the President of the Institution of Engineers (India)
- (ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within thirty (30) days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.
- (iii) Arbitration proceedings shall be held at Gandhinagar, Gujarat, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (iv) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (v) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India).

25.3. Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the GSDMA shall pay the Supplier any monies due to the Supplier.

## **26. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 15,

- (a) the Supplier shall not be liable to the GSDMA, whether in contract, tort, or otherwise for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the GSDMA; and
- (b) the aggregate liability of the Supplier to GSDMA, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**27. Governing Language**

The contract shall be written in English language. Subject to Clause 27, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**28. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

**29. Notices**

29.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's physical addresses.

29.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**30. Standard Breach Clause**

The CEO, GSDMA shall in addition to his powers under other clauses to terminate the contract, have powers to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed) notice in writing to the Supplier of his desire to do so and upon expiry of the notice, the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the Government decided to put an end to the business relations on breach of any conditions of the contract, no such notice shall be necessary and on event of Government decided to put an end to the business relations on breach of any conditions of the contract, no such notice shall be necessary and on event of Government deciding to terminate the business, and the Supplier shall stand terminated with immediate effect.



**SECTION - III**

**QUALIFICATION CRITERIA**

**The bidders fulfilling the following criteria may apply:**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) The bidders should be a manufacturer or authorized dealer, who have supplied/ designed, manufactured, tested the equipments similar to the type specified in the 'Technical Specification' and the Bidder should have experience of three similar successfully completed works of the equal numbers to be procured during the last 7 years ending last day of the month previous to the one in which applications are invited. The bidders are also required to submit the performance certificate of the contracts executed.
- (ii) All equipment should have atleast BIS (Bureau of Indian Standards) or any international certification, which is equivalent or higher than the BIS certification for quality assurance
- (iii) The Bidder shall invariably furnish the documentary evidence in support of satisfactory operation of the equipment similar to tendered item during the last 5 years prior to bid opening.
- (iv) Further, bidder should be in continuous business of manufacturing / supplying and after sale services of products similar to tendered item during the last 5 years prior to bid opening.
- (v) In case the bidders is quoting as authorized representative of a manufacturer, meeting with the above requirements in full, he can be considered provided the manufacturer furnishes authorization as per Performa in Annexure VII.
  - a. Authorized Dealer should have Manufacturer's Authorization letter (as per Annexure VII) to quote in this Tender and Manufacturer to give all Technical & Commercial support and Warranty and After Sales Services.
  - b. The Authorized Dealer should have valid Agreement with the Manufacturer and also should have Authorization from the Manufacturer effective from at least one year prior to the due date of this tender.
- (vi) The Bidder shall furnish documentary evidence that it meets the financial requirement(s) i.e.Total turnover of the bidder shall be at least INR 8,00,00,000/- (INR Eight Crores Only)each year during the last 3 financial years.

**For the purpose**

The period of “**last three financial years**” shall be from 01.04.2014 to 31.03.2017and “**last five financial years**” shall be from 01.04.2012 to 31.03.2017

**SECTION - IV  
TECHNICAL SPECIFICATIONS**

**General:**

The UHP Water Tender shall be fabricated on EICHER 10.80 cab chassis shall be procured by the vendor. The chassis will have a min. of 90 BHP & shall be a turbo charged, 6 wheeled chassis. The steering shall be power assisted type. Transmission of the chassis shall be fully automatic with Torque converter. Necessary conversion of the same shall be done by the fabricator if not provided with the chassis. Wheel base of the vehicle shall be approx 3500mm. The vehicle will have towing facility at the rear with two 'D' shaped hooks installed directly on chassis. For instruments provided, units such as km/hr, °c, kg/cm<sup>2</sup>, shall be used.

**Driver cabin:** The driver's cabin shall be the original cabin supplied by the chassis manufacturer. This will accommodate 1 driver & 1 leading Firemen.

**Crew cabin:** The second cabin shall be fabricated by the superstructure manufacturer & will accommodate 4 firemen. It will have 2 doors. The seats shall be properly upholstered with good quality material. The body shall be made of a min. of 2mm thick MS pressed sections, tubes, angles, etc. The complete structure shall be first zinc plated & then epoxy painted for complete corrosion resistance. The crew cabin shall be externally panelled with 3mm & internally paneled with 2mm aluminum sheets. A good insulation material shall be sandwiched between internal & external panels for enhanced heat resistance. Flooring shall be of min. 2mm aluminium chequered plates. Doors shall have sliding type powder coated windows.

The seating in the crew cab shall be made comfortable for the crew which will include correct height, angle of seat & back on both the side of driver rear view mirrors shall be installed. All glasses shall be protected by heavy gauge 1 sq. inch wire-mesh.

**Water Tank:** The water tank shall be of min. 2500 Ltrs. made of MS sheets of min. 4mm thickness all over including the baffles. The tank material shall be completely zinc plated & finally epoxy coated for added corrosion resistance. A 450mm dia manhole shall be provided at the top. A male coupling shall be provided near the pump for water replenishment from an outside source.

The tank would have a drain valve of 50mm dia. A 25mm connection shall be provided at the top of the tank centre, to enable the water to flow out from the top. All the piping & flanges of the pump & tank shall be of SS. All valves used shall be of SS IC.

Baffle plates shall be provided to ensure that there is min. hammering due to cornering or braking. The tank side plates shall be die-pressed for added strength & torsion resistance. The tank shall be rigidly mounted on the chassis & shall be provided with lifting eyes for maintenance & repairing.

**Pump:** The pump shall be CE certified of 150 LPM at 100 bar capacity. It shall be a six/Three plunger positive displacement type pump, working to its capacity at not more than 1000 RPM. A by-pass for letting the water back to the suction intake shall be provided to release excess pressure generated due to shutting of the hand lines or while discharging from only one of the two outlets (75 LPM @ 100 bar) individually. The pump shall be guaranteed for a min. life of 5000 hours or 5 years of operation whichever is earlier. The pump will have double seal on

each plunger with low pressure intermediate chamber to keep the water seals cool & lubricated. This system will also permit the recirculation of any leakage from the high pressure back to the pump inlet. The pump will have syntherized pistons of super-hard ceramic. The connecting rods shall be of special alloys with low attrition coefficient, high wear resistance & high anti-seize properties. The hydraulic structure shall be designed to simplify scheduled maintenance procedures like gasket & valve replacement. The pump suction line will have inline mesh filters. The pump will deliver water to the hose reels & cooling system. The main components shall be produced by the pump manufacturer only.

**Hose Reels:** There shall be two hose reels of 60m length each. These shall be provided at the rear of the appliance. The hose used for the hose reels would of R2 type & rated for a min. of 250±2 bar working pressure. The hose shall be of min. 16mm ID to allow sufficient flow to the high pressure guns & reduce frictional resistance. The reels shall be constructed of cast aluminum alloy & will have a geared winding mechanism. The reels shall be capable of being wound without undue strain on the operator. At the discharge ends of both the hose reels with the high-pressure fog guns each to be capable of discharging 75 LPM @100 bar in jet or fog patterns. The jet range will not be less than 23meters & fog shall be of 50 microns water droplets at 45° angle. Both the fog guns shall be able to aerate foam also in fog or jet pattern.

**PTO Unit:** A gearbox mounted PTO shall be installed for operating the pump. This PTO shall be of a proper gear ratio to drive the pump at required RPM without loss of power & prevent the engine from overheating. The PTO shall be of suitable make as per the recommendations of the transmission manufacturer. An approval from the GB manufacturer for using the PTO shall be submitted with the bid. Cooling system (if required) shall be provided to maintain operating temperature of the PTO.

**Instruments & Controls:** Adequately illuminated pump control panel shall be provided on the appliance housing the RPM meter & panel light. The panel shall be compact & have the following additional controls & gauges:

1. Pump pressure gauge.
2. RPM Meter.
3. Auxiliary throttle control.
4. Panel light.
5. Plastic tube type level gauge.
6. Pressure regulator.

**Light Mast:** A pneumatically operated light mast shall be fitted on the vehicle at a suitable place. The mast shall have minimum extension of 5 meters and shall be fitted with 2 DC operated LED lights in weather tight fittings (minimum IP 68 protection). The lights shall be dust & immersion test certified, LED based of minimum 230 watts and 30,000 lumen output, instant on/off with no warm up time, and minimum 50,000 hour service life. The mast shall have an internal spiral wire cable, withstand a wind speed of minimum 110 km/ph and the lights shall be controlled independently.

**Cooling System:** An appropriate closed circuit indirect cooling system shall be provided if required, to cool the engine & the PTO, with return back to the pump suction inlet.

**Accessories & Equipment:** The vehicle shall be delivered with the following accessories & equipment:

1. Three piece extension Ladder 10.5 Meters (Simplex - triple trussed type only).
2. Two Piece halogen Fog lights installed on the front cab.
3. One unit of Hooligan tool (Paratech).
4. Two 16 mm dia. Poly-propylene ropes of 30 meters length each.
5. One set LED light bar RED, YELLOW & WHITE with 100 Watt & PA system(Grand make).
6. Two nos. plastic body, good quality, reverse lights, automatic with gear box.
7. Space to be provided for housing 21 plate battery.
8. Platforms shall be provided at the rear of the tender.
9. Heavy duty clamps for mounting the spare wheel, on the roof of the tank - 1 Set.
10. Handheld LED torches 100m range - 2 units.
11. Leather Gloves (full size) - 6 pairs
12. Shock resistant gloves (full size) - 5 pairs

**Data, Information & Drawing:** Full detailed information of the body shall be submitted with the bid for technical evaluations. The detailed drawing of the body, showing the details of construction, water tank drawing showing baffle arrangement, mounting arrangement of all fitments on the appliance, PTO mounting drawing etc. Full detailed drawing of the tender showing details of construction, technical data sheets of the pump etc. are enclosed.

**Workmanship & Material:** Workmanship executed shall be of the highest order. All rivets & bolt holes will have a coat of approved paint on both surfaces before riveting or bolting or welding. All steel screws, bolts, nuts, rivets etc. shall be zinc coated or will have rust proof coats by a recognized process. The roof joints shall be subjected to rigid water test at our works in presence of purchaser's representatives. All directions & instructions on all points related to the fabrication shall be executed whenever given by the purchaser's representative for quality & workmanship. All the material used in the fabrication of the body work shall be of good quality or approved make & type. All equipment & material will comply with the requirements of the latest relevant IS specifications. No welding shall be done on the chassis.

**Painting & Marking:** The basic structure material shall be zinc plated & thereafter it shall be prepared by grinding the welded surfaces, priming the finished material with a zincrich primer & then finally coated with a two pack epoxy paint. Once panelling is completed, all outside surfaces shall be painted with good quality paint. This shall be poly-urethane (PU) based paint with a life of min. 10 years. The chassis & body shall be under coated with 2 coats of anticorrosive paint.

**Acceptance Tests:** The following acceptance test shall be given to the complete satisfaction of the owner. All the testing parameters shall be carried out at the manufacturer's premises & details of testing infrastructure & proof of having these facilities shall be enclosed with the bid. Pump Performance to be tested at duty point for 4 hours without replenishment or change in fuel/ water/lubricants of the vehicle. Only water to be filled in the main water tank.

**Long Running Test:** Pump shall be operated at the duty point for 4 hrs. without fuel or lubricants being replenished & there shall be no overheating or load on the engine (stress) during this test.

**Stability:** Fully filled with water, the fabricated vehicle will undergo a Tilt test of 27.5° angle & the vehicle should not topple down.

**Gradability:**The vehicle shall be tested on a test ramp which has an angle of 1m in every 4m of distance travelled. This test shall be done as per the IS.

**Articulation:**The vehicles shall be tested for articulation (200mm alternate gradients & will not show any signs of stress during this test. Also the clearances in the wheel wells shall be checked for tolerances.

**Shower Test:**After completion of the fabrication, the vehicle shall be subjected to shower test as per the norms laid down under BIS. The appliance will not show any signs of leakages during this test. The shower testing facility details is enclosed.

**Guarantee Period:** The vehicles shall be guaranteed for a period of min. 2 (Two) year for all manufacturing defects. During this period if any defects are found in the vehicle, the same shall be repaired or replaced free of charge. A guarantee certificate shall be provided with the vehicle at the time of delivery.

**Spare Parts Undertaking:**Bidder shall guarantee that spare parts for the above vehicles shall be available as & when required for a minimum period of 10 year from the date of supply. This guarantee/undertaking shall also be obtained from the manufacturer of major aggregates fitted on the vehicle, failing which the bid shall be rejected.

**LETTER FOR SUBMISSION OF TENDER**

To  
Chief Executive Engineer,  
Gujarat State Disaster Management Authority,  
Block No. 11, 5<sup>th</sup> Floor,  
Udyog Bhavan,  
Gandhinagar – 382013,  
Gujarat.

**Sub: Submission for supplying Mini Fire Tender to the Consignees as specified in Section IV of the Tender Document**

Sir,

1. Having examined the details given in the invitation to bidder for qualification and brief note, the condition of contract, Specification and bill of quantities for the execution of above named work, we the undersigned, offer to execute and complete such delivery and remedy any defects therein in conformity with the conditions of contract, Specifications, Bill of Quantities and quoted amount in accordance with the said conditions.
2. We hereby certify that all the statements made and information supplied in the enclosed Tender Document and accompanying statements are true and correct.
3. We have furnished all information and details necessary for qualification and have no further pertinent information to supply.
4. We hereby apply for qualification for **“Supplying Mini Fire Tender” to the Consignees as specified in Section IV of the Tender Document**”.
5. We undertake, if our Tender is accepted, to commence the delivery of the tendered **goods / stores / material(s)** immediately after the submission of Security Deposit, and to complete the delivery within the time stated in the Tender Document.
6. We agree to abide by this Tender for the period of 180 days from the date of opening the Technical Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. We enclosed here with Cross Demand Draft (DD) / Bank Guarantee amounting to Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) towards Earnest Money Deposit which is to be absolutely forfeited by GSDMA should we not deposit the amount to Security Deposit specified in the Clause 6 of Section-II.
8. We enclose here with DD in favor of GSDMA, Gandhinagar amounting to Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) towards Tender fees.
9. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

(IN BLOCK CAPITALS)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

Seal of Applicant

Date of submission Signature of Applicant.

**Enclosures**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

**ANNEXURE – I**

**Form of Bank Guarantee  
(Earnest Money Deposit)**

Whereas M/s \_\_\_\_\_ (here in after called the Bidder) is desirous and prepared to tender for work in accordance with terms and conditions of Tender Notice of (financial year) dated \_\_\_\_\_ and whereas We, \_\_\_\_\_ Bank; agree to give the Bidder a Guarantee for the Earnest Money Deposit.

- 1 Therefore, we here by affirm that we are Guarantors on behalf of the Bidder upto a total of Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) and we undertake to pay the Chief Executive Officer, Gujarat State Disaster Management Authority, Block No. 11, 5<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar-382013, Gujarat upon his first written demand and without demur, without delay and without necessity of previous notice of judicial or administrative procedures and without necessity to prove the bank the defects or shortcomings or debits of the supplier any sum within the limit of Rupees \_\_\_\_\_
- 2 We further agree that the Guarantee herein contained shall remain in full force and effective during the period that would be taken for the acceptance of tender.  
  
However, unless a demand or claim under this guarantee is made only in writing on or before the \_\_\_\_\_ (Date to be specified – will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.
- 3 We undertake not to revoke the guarantee during its currency except with the previous consent of the Chief Executive Officer, Gujarat State Disaster Management Authority, Block No. 11, 5<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar-382013, Gujarat in writing.
- 4 We lastly undertake not to revoke the guarantee for any change in constitution of the Bidder or of the Bank.

Signature and Seal of Guarantor

Date:

Bank:

Address:



**ANNEXURE – II**

**Declaration Form & Certificate**

**A. Declaration Form**

I / We hereby declare that I / We have read the Tender Documents published on website <https://www.nprocure.com> and accordingly submitted online price bid for Supplying Mini Fire Tenders to the Consignee's as specified in Section IV of the Tender Document.

I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.

\_\_\_\_\_

(Signature of the Supplier with Seal)

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

**B. Declaration Certificate**

I/We hereby declare that my/our near relative are not working inGSDMAor with GSDMA's Project Management Consultants.

\_\_\_\_\_

(Signature of the Supplier with Seal)

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE – III**

**Memorandum Form**

I / We hereby tender for the execution of the work in the underwritten memorandum for the Chief Executive Officer, Gujarat State Disaster Management Authority (here in before and here in after referred to as CEO, GSDMA) at the tendered rates specified by me / us in Schedule showing terms and rates of works to be carried out and in accordance in all respects with the specifications, and instructions in writing referred to in this tender and in clauses of the conditions of contract.

**MEMORANDUM**

1. Earnest Money Rs. \_\_\_\_\_
2. Security Deposit Rs. \_\_\_\_\_
3. Time Limit – (Give Schedule where necessary, showing dates by which the various items are to be completed.) \_\_\_\_\_ Months

Should this tender be accepted, I / We hereby agree to abide by fulfill all the terms and provisions of the conditions of the contract so far as applicable and in default thereof to forfeit and pay to CEO, GSDMA the sums of money mentioned in the said conditions.

*<This space has been intentionally left blank>*

(Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from GSDMA in respect of sum Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) is forwarded herewith representing the Earnest Money, the full of value of which is to be absolutely forfeited to GSDMA should I / We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause 6 of Section-IV of the Tender Document, otherwise the said sum of above Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) shall be refunded.

Date:

Place:

Signature of the Supplier<sup>1</sup>

Signature of the Supplier<sup>2</sup>

(Witness)<sup>3</sup>

Name and address \_\_\_\_\_

Occupation \_\_\_\_\_

The above tender is hereby accepted by me on behalf of Gujarat State Disaster Management Authority dated \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature of the CEO, GSDMA

---

<sup>1</sup> Signature of Supplier before submission of tender

<sup>2</sup> Signature of the Supplier at the time of execution of contract document

<sup>3</sup> Signature of witness to Supplier's signature at the time of execution of contract document

**ANNEXURE IV**

**Form of Bank Guarantee (Unconditional)<sup>4</sup>  
For Performance Security  
(Initial & Additional Security Deposit)**

To,

Chief Executive Officer,  
Gujarat State Disaster Management Authority,  
Block No. 11, 5<sup>th</sup> Floor,  
Udyog Bhavan,  
Gandhinagar-382013,  
Gujarat

WHEREAS [Name and Address of Supplier] \_\_\_\_\_  
(Hereinafter called "Supplier") has undertaken, in pursuance of Tender Notice No. GSDMA/Mini Fire Tender for "**Supplying Mini Fire Tender**" (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a Nationalized Bank / ICICI Bank / HDFC Bank as per Clause 6 of Section-II of the Tender Document for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the supplier, upto a total of [Amount of Guarantee]<sup>5</sup> Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]<sup>6</sup> \_\_\_\_\_ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which be made between you and the supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition of modification. This Guarantee is valid until the twelve (12) months after the date of issuing the Purchase Order.

*<This space has been intentionally left blank>*

<sup>4</sup>Bidders are not required to complete this form

<sup>5</sup>An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer

<sup>6</sup>An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE IVA<sup>7</sup>**

**Form of Bank Guarantee (Unconditional)<sup>8</sup>  
For Performance Security  
(Initial & Additional Security Deposit)**

To,  
Chief Executive Officer,  
Gujarat State Disaster Management Authority,  
Block No. 11, 5<sup>th</sup> Floor,  
Udyog Bhavan,  
Gandhinagar-382013,  
Gujarat

WHEREAS [Name and Address of Supplier] \_\_\_\_\_  
(Hereinafter called "The Supplier") has undertaken, in pursuance of Tender Notice No. GSDMA/Mini Fire Tender/2017 dated 12/09/2017 for "**Mini Fire Tender**" (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a Nationalized Bank / ICICI Bank / HDFC Bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the supplier, upto a total of [Amount of Guarantee]<sup>9</sup>Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] <sup>10</sup> \_\_\_\_\_ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein We here by waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which be made between you and the supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition of modification. This Guarantee is valid until the twelve (12) months after the date of issuing the Purchase Order.

We hereby affirm that we are aware of the stipulation for acceptance of our guarantee by Gujarat State Disaster Management Authority, Gandhinagar, that the said Employer will be for all matters relating to this guarantee shall deal without bank branch located at Gandhinagar / Ahmedabad and all communication including invocation, notice of demand and such other matter deemed essential to

<sup>7</sup> This form shall be used when the bank guarantee to be issued by the branch other than Gandhinagar / Ahmedabad but operable at its Gandhinagar / Ahmedabad branch.

<sup>8</sup> Bidders are not required to complete this form

<sup>9</sup> An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer

<sup>10</sup> An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer

be advised to and / or served on the said branch, on our behalf, of our bank, who without demur shall in accordance with the provisions of this guarantee.

We unequivocally surrender our rights to be informed / advised given notice in respect thereof in favor of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this guarantee, we agree that for all the operative part and enforceability in the court of law. This guarantee shall be deemed to have issued by the said branch of our bank. The obligation under this guarantee shall be performed and discharged at Gandhinagar / Ahmedabad and the court located thereat shall have jurisdiction for all the matters covered under and / or arising out of this guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Confirmed by:

Bank Branch located at Gandhinagar / Ahmedabad

We hereby confirm the above Bank Guarantee given by our Branch at \_\_\_\_\_ and will honor the same as if it has been issued by us.

Signature & Seal

\_\_\_\_\_ Bank.

**ANNEXURE V**

**Indemnity Bond**

**(Duly Notarized on Appropriate valued Non-Judicial Stamp Paper)**

**M/S** \_\_\_\_\_

**resident of** \_\_\_\_\_

Supplier of the goods / stores / material(s) / service shall at all times indemnify to Gujarat State Disaster Management Authority (hereinafter called the GSDMA) from and against all actions, suits, claims and demands through or made against the GSDMA in respect of this contract and against any loss or damage to GSDMA in consequence of any action or suits being brought against the supplier for anything done or omitted to be done in execution of the work in this contract agreement. From whatever causes arising and the entire responsibility for sufficiency of all the means used by the supplier for fulfillment of the agreement, provided always that in the event of all actions, suits, claims and demands through or made against the GSDMA in respect of work of this contract agreement shall notify the supplier for the same and the supplier shall conduct negotiations for settlement of any litigation that may arise therefrom at his own expenses.

In witness where of signed this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Sixteen.

Signature of the Bidder

Name of Bidder

Address of Bidder

Name of Witness

Signature & Address of Witness



**ANNEXURE VI**

**Agreement**

**CONTRACT FORM**

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017. Between Gujarat State Disaster Management Authority (hereinafter called “GSDMA”) on the one part and

\_\_\_\_\_ (hereinafter called “Supplier”) on the other part.

**WHEREAS** GSDMA is desirous that certain Goods / Stores / Material(s) and ancillary services viz., **supplying Mini Fire Tender** and has accepted a bid by the Supplier for the supply of those goods / stores / material(s) and services in the sum of Rs. .... (in words Rupees \_\_\_\_\_) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

- 1 In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and constituted as part of this Agreement viz :
  - a. Tender Notice, Technical Specifications, Qualification Criteria, Detailed Information & Instructions to Bidders, Terms and Conditions of the Contract etc. (Section I, II, III and IV and relevant Annexures)
  - b. The Schedules(Schedule A & B)
  - c. Bidder’s proposal as accepted by the GSDMA
  - d. Any and all addenda or modifications to the above.
- 3 In consideration of the payments to be made by the GSDMA to the supplier as hereinafter mentioned, the supplier hereby covenants with the GSDMA to complete works in conformity in all respects with the provisions of the Contract.
- 4 The GSDMA hereby covenants to pay the Supplier in consideration of the provision of the goods / stores / material(s) and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sr. No.	Brief Description of Goods /Material/(s) & Services	Quantity to be Supplied	Unit Price	Total Price	Delivery Terms	Consignee Details

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties heretohave caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said \_\_\_\_\_ (For GSDMA)  
in the presence of \_\_\_\_\_

Signed, Sealed and Delivered by the  
said \_\_\_\_\_ (For Supplier)  
in the presence of \_\_\_\_\_

**ANNEXURE VII**

**(Please see Section II (1) (ii))**

**Manufacturer's Authorization Form**

To  
Chief Executive Engineer,  
Gujarat State Disaster Management Authority,  
Block No. 11, 5th Floor,  
Udyog Bhavan,  
Gandhinagar – 382013,  
Gujarat.

Dear Sir,

We who are established and reputable manufacturers of **Mini Fire Tender** having factories at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ to submit a bid, and sign the contract with you for the goods manufactured by us against the Tender Notice No. GSDMA/Mini Fire Tender/2017.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific Tender Notice No. GSDMA/Mini Fire Tender/2017

We hereby extend our full guarantee and warranty as per Clause 15 and 17 of the Terms and Conditions of the contract for the goods / stores / material(s) and services offered for supply by the above firm against the Tender Notice No. GSDMA/Mini Fire Tender/2017

Yours faithfully,

(Name)

(Name of manufacturers)

***Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.***

**ANNEXURE VIII**

**Declaration of Ownership**

1. I / We certify that the Bidder is sole proprietorship / partnership firm / private limited company / public limited company of which the registered office is located in \_\_\_\_\_ in the state of \_\_\_\_\_

2. The name, designation and address of the authorized signatory who is authorized to negotiate / sign / execute on behalf of the Bidder is as under:

Name \_\_\_\_\_ Designation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e Mail: \_\_\_\_\_ Telephone : (O) \_\_\_\_\_ (R) \_\_\_\_\_

Fax : \_\_\_\_\_ (Mobile) \_\_\_\_\_

3. The name, address and telephone numbers of the sole proprietor / all the partners / all the directors of the Bidder are as under;

Sr. No.	Name	Address	Telephone	Fax	Email
			(O)		
			(R)		
			(M)		

**SCHEDULE A – TECHNICAL BID****Checklist of the Documents to be submitted as part of submission of Technical Bid and Declaration**

<b>Sr. No.</b>	<b>Document / Certificate</b>	<b>Reference Para / Clause # &amp; Section #</b>	<b>Attached</b>	<b>Your Page No.</b>	<b>Remarks</b>
1.	Manufacturing license (P.M.T. SSI No. / Industrial license / ISI Certificate / Factory Inspectors License) / Product permission (if applicable) / Registration Certificate with CSPO / SSI / KVIC / NSIC / DGS&D (whichever is applicable)	Para 8.2 of Section I	Yes / No		
2.	Partnership Deed / Memorandum and Article of Association (whichever is applicable)	Para 8.3 of Section I	Yes / No / Not Applicable		
3.	Original Product literature mentioning all technical specifications & service manual	Para 8.5 of Section I	Yes / No		
4.	List of essential accessories required to operate the equipment / goods / stores / material(s) (if any)	Para 8.7 of Section I	Yes / No / Not Applicable		
5.	Chartered Accountant's certificate in original for showing year wise production and sales for last three financial years	Para 8.8 of Section I	Yes / No		
6.	Declaration & Memorandum Form	Para 8.9 of Section I, Annexure II & Annexure III	Yes / No		
7.	Valid Certificate of Exemption for payment of EMD	Para 8.10 of Section I	Yes / No / Not Applicable		
8.	Power of Attorney (PoA) duly authorized by a notary public, if power is delegated for signing the Bid to other person by the Bidder	Para 8.11 of Section I	Yes / No / Not Applicable		
9.	Confirmation of the Bidder to offer the product as per the Technical Specifications	Para 12.11 of Section I & Letter for Submission of Tender	Yes / No		

Sr. No.	Document / Certificate	Reference Para / Clause # & Section #	Attached	Your Page No.	Remarks
10.	Proof of experience of three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost during the last 7 years ending last day of the month previous to the one in which applications are invited.  (Copy of Purchase / Supply Order and satisfactory note and performance certificate from the receiver needs to be submitted)	Point (i) of Section III	Yes / No		
11.	All equipment should have atleast BIS (Bureau of Indian Standards) or any international certification, which is equivalent or higher than the BIS certification for quality assurance	Point (ii) of Section III	Yes / No / Not Applicable		
12.	Documentary evidence in support of satisfactory operation of the equipment similar to the tendered item during the last 5 years prior to bid opening	Point (iii) of Section III	Yes / No		
13.	Documentary evidence of manufacturing/Supplying and after sales services of products similar to the tendered item during the last 5 years prior to bid opening	Point (iv) of Section III	Yes / No		
14.	Authorized Dealer should have valid Agreement with the Manufacturer and also should have Manufacturer's Authorization from the Manufacturer effective from at least one year prior to the due date of this tender	Point (v) of Section III & Annexure VII	Yes / No / Not Applicable		
15.	Audited Balance Sheet and Profit & Loss Statement of last three financial years (FY 2013-14, FY 2014-15 & FY 2015-16)	Point (vi) of Section III	Yes / No		
16.	Tender document signed and stamped on each page	Entire Tender Document	Yes / No		
17.	Declaration of Ownership	Annexure VIII	Yes / No		

**Note: The Bidder must submit all the required documents strictly in accordance with the serial number mentioned above and respective page number must be duly filled in the above table.**

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

**Date:**

**Place:**

**Name of the Bidder**

**Designation**

**SCHEDULE B – PRICE BID (to be filled ONLINE only)**

<b>Sr. No.</b>	<b>Details</b>	<b>Price in Rupees (Per Unit)</b>	<b>Total cost</b>
A	Cost per unit		
B	Incidental expenses (if any)		
C	Duties and taxes as applicable		
D	Total		

**Note:**

- All terms and conditions of supply shall be applicable as per tender terms. Any terms and condition enclosed with Price Bid shall be ignored or in such a case offer is liable to be rejected.*