

OFFICE OF THE IG(MEDICAL) / MEDICAL SUPERINTENDENT, COMPOSITE HOSPITAL, CRPF,  
BANTALAB (JAMMU).

No.M.III-54/17-18-CH-JMU-MSK

Dated, the 05 Feb'2018

**NOTICE INVITING TENDER**  
**(E-TENDERING MODE)**

On behalf of the President of India, I invite tender from **Manufacturer or its authorized agent/ firms** enlisted with this CH and are in position to supply & installation of **MOBILE X-RAY MACHINE** (as per mentioned specification) for its use in Composite Hospital, CRPF, Bantalab, Jammu, as per details given in the schedule to the tender.

2. The conditions of contract which will govern any contract made, are contained in pamphlet No. DGS&D-68 entitled "Conditions of contract governing contracts, placed by the Central Purchase Organizations of Government of India as amended up to 31-12-91 and those contained in the pamphlet No. DGS&D-229 and DGS&D Manual containing various instructions to tenderer quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with this tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3 Intending bidder has to be himself registered with the E-tendering website <http://eprocure.gov.in/eprocure/app>. before submission of bid. Aspiring Bidders/suppliers who have not enrolled / registered in e-procurement should enroll/register before participating. Bidders are advised to go through the instructions provided at **Annexure-"I"** regarding "**Instruction for online Bid submission**".

4. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all desired documents / questionnaire should be dully filled in / answered, signed and submit to this office failing which your tender will be liable to be ignored, and not considered. You must also furnish with your tender all the information called for as indicated in pamphlet No. DGS&D-229 mentioned in para-1 above.

5. Tenderers are advised to go through the Earnest Money, Payment terms / Stores and other clauses of this Tender Enquiry carefully before filling the Tender.

6 Your tender is not transferable.

SD/- 05/02/2018

**( Dr. V.K. Singh )**

IG(Med)/ MS, CH CRPF, Jammu

( FOR AND ON BEHALF OF THE PRESIDENT OF INDIA)

**NOTICE INVITING TENDER  
(E-TENDERING MODE)**

On the behalf of the President of India, IG(Medical)/MS, Composite Hospital, CRPF, Bantalab, Jammu, invite tender from the **Manufacturer or authorized agent / firms** enlisted with this CH and are in position to supply & installation of **MOBILE X-RAY MACHINE** (as per mentioned specification) for its use in Composite Hospital, CRPF, Bantalab, Jammu as per details given in the schedule to the tender:-

**A) Name of Medical equipments**

SI No	Description of Stores	Qty	Specification
01	Supply and installation of <b>MOBILE X-RAY MACHINE</b> with all its accessories as per specification mentioned in NIT	01 Nos	Enclosed as Appendix- "A"

**B) Schedule of Tender**

1	Tender No	:	M.III-54/17-18-CH-JMU-MSK
2	Tender Type	:	Limited Tender Enquiry
3	Tender Fee	:	Rs. 500/- as BC or DD of SBI
4	Tender fee payable at	:	SBI Bantalab, Jammu (Code No. 10347)
5	Tender Fee Payable to	:	IG(Med)/MS, CH CRPF, Bantalab, Jammu
6	Earnest Money Deposit	:	Rs. 20,000/- in the form of DD/FDR/BC/BG
7	Earnest Money Deposit exemption allowed	:	In the case of registered with DGS&D or NSIC specifically for the store.
8	Validity of Earnest Money Deposit	:	Should be valid for 180 days from the date of opening of Tender
9	Validity of Offer	:	The tender shall remain open for acceptance till 180 days from the date of opening of tender.
10	Demonstration trial of equipment required	:	Required
11	Performance Guarantee to be deposited by the successful bidders	:	10% of the Tendered amount
12	Tender Publishing date / date of commencement of e-tender	:	05/02/2018 at 1000 hrs
13	Document download / sale start date	:	05/02/2018 at 1100 hrs
14	Bid submission start date	:	05/02/2018 at 1100 hrs
15	Document download / sale end date	:	06/03/2018 at 1600 hrs
16	Bid submission end date	:	06/03/2018 at 1600 hrs
17	Last date & time for submission of certified hard copies of documents to Notice Inviting Tender Authority	:	06/03/2018 at 1600 hrs
18	Date & time for opening of tender /bid and hard copies of documents	:	07/03/2018 at 1000 hrs
19	Pre-bid meeting in the case of any doubt	:	Allowed
20	Pre-Bid Meeting place & Address	:	IG(Med)/MS, Composite Hospital, CRPF Bantalab, Jammu
21	Form of contract	:	Buy, supply & service.
22	No of covers	:	2

23	Tender Category	:	Goods
24	Allow Re-submission of bid	:	No
25	Allow Withdrawal	:	No
26	Allow offline submission of bid	:	No
27	General Technical evaluation allowed	:	No
28	Multi-currency allowed	:	No
29	Currency Name	:	INR
30	Template Name	:	N/A
31	Payment mode	:	Offline & Online ( Both )
32	Payment mode (If Offline)	:	DD- Demand Draft BC- Bankers Cheque
33	Payment mode (If Online)	:	Banks- SBI

**C) Other Relevant details :-**

1	Purchaser	:	The President of India.
2	Inspecting Authority	:	DG,CRPF
3	Inspecting Officer	:	IG(Med) / MS, CH CRPF, Bantalab, Jammu,
4	Location where machine to be delivered / Stores required at	:	Free delivery at consignee place ie. IG(Med)/MS, Composite Hospital, CRPF, Bantalab, Jammu (J&K)-181123 *Stores are required to be delivered at consignee's location at freight, risk and cost of the supplier. * Tenderers are required to quote rates on free delivery at consignee's location basis only.
5	Delivery required by	:	Within 60 days from the date of award of contract.
6	Dispatch Instructions	:	Stores are required to be delivered at consignee's location at freight, risk and cost of the supplier.
7	Payment Terms	:	Will be released after receipt of stores, completely & satisfactorily and On recoupment of bills from PAO, CRPF
8	Packing & Marking	:	As per relevant clause of instruction.
9	Counter offer	:	In case, the lowest responsive tenderer is unable to take the load of the entire quantity, the quantity will be divided according to rule 11.7.5 of 'Manual of Policies and Procedures for purchase of goods' of Ministry of Finance-2006. In such eventuality, the Delivery Period will be re-fixed as per the capacity of each successful Firm (s) within the tendered Delivery Schedule of <b>60 days</b>

**D) Tender Input details:**

<b>i) Covers Details</b>			
	Two covers	:	1) <b>Technical Bid</b> (Fee / Prequalification / Technical documents etc) 2) <b>Financial</b> (Price Schedule in enclosed BoQ through e-Procurement portal)
<b>ii) Work Item details</b>			
1	Work Item Title	:	M.III-54/17-18-CH-JMU-MSK dated 05/02/2018
2	Work description	:	Supply and installation of <b>MOBILE X-RAY MACHINE</b> with all its accessories as per full specification mentioned in NIT.
3	Pre-qualification	:	Please refer Tender documents.

4	Product category	:	Other
5	Product sub category	:	N/A
6	Contract type	:	Goods
7	Tender value	:	INR
8	Bid validity	:	180 days from the date of opening of Tender
09	Inviting Officer	:	IG(Med)/MS, CH CRPF, Bantalab, Jammu
10	Inviting officer address	:	Composite Hospital, CRPF, Bantalab, Jammu Tele / fax:- 0191-2591105 Email- <a href="mailto:chjmu@crpf.gov.in">chjmu@crpf.gov.in</a>

2 Tenderers are advised to go through the Earnest Money and Payment terms, condition for pre-qualification of tender submission and other clause of this Tender Enquiry carefully before filling the Tender.

3. All Tender documents attached with this Notice Invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer. Acceptance of Tender letter will be treated for the same purpose i.e. acceptance of all terms and conditions of the tender.

4 All firms who are not specifically registered for required stores as per specification of Notice Inviting Tender either with DGS&D or with NSIC, are required to submit Earnest Money as mentioned above along with their offer. Registration with any other organization will not exempt them from depositing Earnest Money. As per Government policy, PSUs are not exempted from depositing EMD.

5 Firms should clearly indicate different taxes and duties, which they propose to charge as extra along with the present rates thereof. Offers with such stipulations like 'as applicable' will be treated as vague and are liable to be ignored.

6. Tenderers should disclose the name and full address (along with telephone/ Fax No.) of the place where the stores will be manufactured and offered for inspection. In case the firm is registered with NSIC for the subject stores, they should clarify whether they are registered as a manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the full address / phone No. of their manufacturing facility.

7 Purchaser reserves the right to change the consignee and change the quantity of stores allotted to them.

8 Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

9 Purchaser reserves the right to cancel/reject or Scrap the tender without assigning any reason at any stage.

10 Purchaser reserves the right to increase or decrease the quantity at any stage.

11 The price bid of eligible firms will be opened and order would be considered on the lowest bidders subject to their capacity and performance etc.

12a) Only those firms should respond who are the **manufacturer or authorized agent / firms** enlisted with this CH of the **MOBILE X-RAY MACHINE** specified in Tender Specifications as brought in Appendix-"A" of Notice Inviting Tender. In countries where manufactures are authorized to export the equipment only through their authorized Govt. marketing agency, such agencies will be allowed to BID. The tenderer must furnish certificate with their tender manufacturer and their Govt. certifying authenticity as above failing which their tender will be summarily ignored.

**The foreign manufactures of the tendered store will also have to give details after sales service to be provided after expiry of warranty period.**

- b) **The Indian agents of foreign principals should be enlisted with DGS&D for tendered stores except for the prohibited items as per the Foreign Trade Policy of Govt. of India.** The Indian agent will provide details of the after sale service and post contractual support i.e. repair, maintenance and supply of spare parts etc.
- c) **The Indian agent will also be required to submit the details of his commission or any other arrangements** with foreign manufacturer / principal for providing tendered items.
- d) Offer from firms whose business activities are limited to procuring items from manufacturers, both Indian and foreign and supplying the same to purchaser having no **sales back up will not be entertained.**

13 Rate quoted by the firms should be on firm price basis.

14 Firms should quote rates, taxes, duties as per Price Bid format provided.

## 15 **TWO BID SYSTEM**

i) All bidders are required to submit their offers in two covers as under:-

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

### **Documents to be submitted by the bidders Online and Offline by post / by hand / Courier etc.**

i)	Tender Fee
ii)	Earnest Money Deposit ( if not registered with DGS&D / NSIC ) or registration certificate with DGS&D / NSIC
iii)	Bid submission letter in <b>a tabulated and point wise manner clearly mentioning the page / para number of original catalogue / data sheet and all enclosure / reference.</b> Any point, if not substantiated with authenticated catalogue, will not be considered.
iv)	Tender Acceptance letter
v)	Full name & status of the person signing the tender documents must be clearly mentioned in the bid submission letter along with contact No. and E-mail address
vi)	<b>Annexure-II &amp; II(A) of NIT ( Pre- receipt challan of EMD&amp;PSD )</b>
vii)	Annexure-III of NIT (Form No. 68-A)
viii)	Annexure-IV of NIT (Form No. DGS&D-230)
ix)	Annexure-V of NIT (List No. 1)
x)	Annexure-VI of NIT (Form No. 7)
xi)	<b>Annexure-VII of NIT (if applicable) (Bank Guarantee)</b>
xii)	Annexure-VIII of NIT <b>(Performance statement of last 03 years) along with documentary proof.</b>
xiii)	Annexure-IX of NIT( Check list )
xiv)	Annexure-X of NIT (acceptance letter of tender)
xv)	Copy of Quality Certificates : ISO Certified
xvi)	Copy of Certificate of FDA or CE approved product.
xvii)	Affidavit in connection with providing of Comprehensive training for technical staff and support services till familiarity with the system
xviii)	Copy of Certificate of registration for Sales Tax / VAT and service tax and GST
xix)	Copy of <b>Income tax Return &amp; Sales tax Certificate</b> of the firm/company for last 03 years.
xx)	Copy of <b>Financial statement / Annual turnover</b> of the firm / company.
xxi)	Firm / Company Banker details along with full address of the bank.
xxii)	Copy of PAN card of the firm/company.

xxiii)	Copy of certificate of registration with DGS&D / NSIC for the store/machine as per NIT ( if any )
xxiv)	Copy of Certificate of registration for Manufacturer of <b>MOBILE X-RAY MACHINE</b>
xxv)	Copy authorization letter from Manufacturer of <b>MOBILE X-RAY MACHINE</b> indicating no of authorized agent / firms in India clearly (in case of authorized agent / firm )
xxvi)	<b>Copy of enlistment certificate with Central Purchase Organization ( i.e. DGS&amp;D)</b> {If authorized Agent / distributor, Exporter/Importer/Indian agent of the foreign principals against stores who desire to quote directly on behalf of their foreign principals}.
xxvii)	Printed (colored) catalogue / brochure / Literature of <b>MOBILE X-RAY MACHINE</b>
xxviii)	Affirmation letter about Comprehensive Guarantee / warranty for the complete unit for a period of <b>2 (Two) years</b>
xxix)	Affidavit on non-judicial stamp paper that there is no vigilance/CBI case pending against the firm/company.
xxx)	Affidavit on non-judicial stamp that firm has not been blacklisted in the past / or at present.
xxxi)	Certificate of good manufacturer practices as per WHO guidelines as certified by Drug Controller of India.
xxxii)	Affirmation letter that User /Technical/ maintenance manuals of <b>MOBILE X-RAY MACHINE</b> will be provided at the time delivery of machine.

B) **SECOND COVER** (Commercial / Price Bid) should contain the following:-

<b>(To be submitted by the bidders Online)</b>
i) Price Schedule in enclosed BoQ through e-Procurement portal

Note:- Prices should be quoted as per enclosed BOQ format provided along with the Notice Inviting at e-Procurement site <https://eprocure.gov.in/eprocure/app>.

16. Tender Documents are available at CPPF e-Procurement site <https://eprocure.gov.in/eprocure/app> as well as on CRPF website [www.crpf.gov.in](http://www.crpf.gov.in) which can be downloaded by interested firms free of cost. However bidders are required to submit Tender Fee /EMD as applicable / mentioned in the tender while submitting the bids. The Demand Draft for Tender Fee /EMD should be drawn in favour of IG(Medical)/MS, Composite Hospital, CRPF, Bantalab, Jammu payable at **SBI, Bantalab, BANK CODE NO.10347** and should be submitted along with other technical bid in the tender box kept at office of the Composite Hospital, CRPF, Bantalab, Jammu before specified time and date mentioned in the Schedule to Tender.

17 **LIQUIDATED DAMAGES:** -

In case the firm does not complete the supply within delivery period, liquidated damages will be charged @ 2% of the total cost of items as per Para 15.7 of DGS&D Manual and 14.7(1) of DGS&D-68 Revised and if required, action will be taken against the firm to Blacklist it and also for forfeiture of its security deposit.

18 **DEMONSTRATION TRIAL OF EQUIPMENT**

The firm will be required to demonstrate the equipment's/products offered by them before a B.O.O. ( to be detailed by the IG(Med)/MS, CH CRPF Jammu) for assessing the technical suitability and performance of the equipment as per Specification of machine mentioned Notice Inviting Tender. If any lab test is required during demonstration process the cost of equipment and lab test fees has to borne by the firm. If their equipment/product is not found as per tender Enquiry Specifications, their offers are liable to be ignored. Price bids of only those firms whose technical bid as well performance of their equipment's/products so demonstrated are found acceptable as per T.E. will be opened.

19 **WARRANTY CLAUSE:-**

Stored supplied against this tender enquiry should bear a Comprehensive warranty by the contractor against defective materials, workmanship, finish and performance for a period of **2 (two) years** from the date of receipt of store at consignee place.

20 Tenderers are not permitted to alter or modify their tenders after expiry of the deadline for receipt of tender till the date of validity of tender and if they do so their earnest money will be forfeited.

21 Offer from firms whose business activities are limited to procuring items from manufacturers, both, Indian and foreign and supplying the same to purchaser having no after sales service back up will not be entertained.

- 22a)** Full name and status of the person signing the tender documents must be clearly mentioned.
- b) The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to. In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the bidders, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected out rightly.
  - c) Before submission of tender, tenderer will check the Check List attached to these Tender Documents as enclosed Appendix for compliance on various stipulations of the tender.
  - d) The successive bidder should also arrange necessary training to the Medical Officers and paramedical staff about the handling of the **MOBILE X-RAY MACHINE.**

23 **CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY.**

- a). All firms who are not specifically registered with DGS&D or NSIC for the stores for which the offers are invited, are required to deposit **EARNEST** money equivalent to the amount as mentioned in the Tender Schedule, failing which their offer will be summarily rejected.
- b). For claiming exemption from depositing earnest money, the tenderer should be registered with DGS&D or NSIC specifically for the stores with specification as mentioned in Tender schedule. Firms which are not specifically registered for the stores with specification as mentioned in the Tender Schedule, either with DGS&D or with NSIC, shall be treated as unregistered and shall be required to deposit earnest money as above.
- c). Similarly firms, who are specifically registered for the stores as per specified Specifications with DGS&D/ NSIC, but with a certain MONETARY LIMIT, will be treated as UNREGISTERED for their value exceeding their monetary limit of registration. Such firms shall be required to deposit proportionate earnest money over and above the monetary limit. In case such firms fail to deposit Earnest Money, their offer for the tender value exceeding their monetary limit is liable to be ignored.
- d). The Earnest Money can be deposited in any of the following alternative forms:
  - i) An Account Payee **Demand Draft** drawn in favour of IG(Medical), Composite Hospital, CRPF, Bantalab, Jammu. The Draft shall be payable at SBI Bantalab, Jammu ( Code No. 10347)
  - ii) **Fixed Deposit Receipt.**
  - iii) **Banker's Cheque**
  - iv) **Bank Guarantee** from any of the commercial banks in an acceptable form ( in the attached format)
- e). The earnest money shall be valid and remain deposited with the purchaser for the period of 180 days from the date of opening of tender. If the validity of the tender is extended, the validity of the BG / or any other alternate

document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.

- f). No interest shall be payable by the purchaser on the Earnest Money deposited by the tenderer.
- g). The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogate from the tender in any respect within the period of validity of his tender.
- h). The earnest money of the successful tenderer shall be returned after depositing the Performance Security as required in terms of the contract is furnished by the tenderer.
- i). If the successful tenderer fails to furnish the Performance Security Deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
- j). Earnest Money of all the unsuccessful tenderer shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after Placement of contract. Tenderers are advised to send a **pre-receipt challan** along with their bids so that refund of Earnest Money can be made in time.
- k). Any tender, where the tenderer is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.

#### 24 **Performance Security Deposit**

The successful bidder will be required to deposit 10% of the contract value as Performance Security within 30 days of issue of contract for the due performance of the contract in favour of The IG(Medical), Composite Hospital, CRPF, Bantalab, Jammu till completion of warranty period, as per clause 7 of the DGS&D-68 (revised) payable at State Bank of India, Bantalab, Jammu-**Code No.10347**, by draft / Bankers cheque / FD within seven days from the date of issue of Supply order.

#### 25 **OPTION CLAUSE:**

- (a) The purchaser reserves the right to place order of the successful tenderer for additional quantity offered by them at the rates quoted at the time of placement contract or during the currency of the contract as per clause 31 of form DGS&D.
- (b) The purchaser reserves the right to place order on the next higher successful firms if the firms quoting lower rates do not meet the whole demand due to their limited capacity/Monitory limit/Offer etc.

- 26 a) **ADVANCE SAMPLE:** Not required
- (b) **REFERENCE SAMPLE:** Not required
- (c) **TENDER SAMPLE:** Not required

#### 27 **GUARANTEE / WARRANTY**

- i) Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the equipment's / goods / stores / articles, sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in the contract. The contractor hereby guarantees that the said equipment's / goods / stores / articles at **Sl. No. 1** would continue to conform to the description and quality aforesaid for a period **of 2(two) years** from the date of delivery of the said equipment's / goods / stores / articles to the purchaser and notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the said



equipment's / goods / stores / articles. If during the aforesaid period of **2(two) years**, the said stores/goods/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and purchaser shall be entitled to call upon the contractor to rectify the equipment's / goods/ stores / articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the equipment's / goods/articles / stores rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

- ii) It is mandatory that Comprehensive Guarantee / Warranty for **02 years** for the full system of the equipment's at Sl. No **1**, it should be available in CH CRPF, Bantalab, Jammu.

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

29 Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination. The consignee, as soon as possible but not later than 60 days of the date of arrival of the stores at destination, notify to the contractor any loss or damages to the stores that may have occurred during the transit.

### 30 **EXCISE DUTY**

If it is intended to ask for excise duty or any other charges extra, the same must be specifically stated. In absence of such stipulation, it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained.

### 31 **GOVT. POLICY**

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

### 32. **COUNTER OFFER :-**

If L-1 firm(s) is not able to meet/supply the full quantity, a counter offer for the remaining quantities will be given to the remaining eligible and technically qualified tenderers in the tender process, asking them to confirm acceptance of L-1 rates. The remaining eligible and technically qualified tenderers will be asked to give their acceptance or otherwise in writing,(in sealed envelopes) to the purchasing authority by a date and time(to be deposited either by hand or in the tender box). Depending upon the written confirmation/acceptance/denial of acceptance of L-1 rates, the competent authority will take a final decision for distribution of remaining quantities at L-1 rates to other eligible tenderers who have accepted the counter offer of L-1 rates based on their monetary capacity, production capacity etc but strictly with reference to the delivery period and schedule of delivery including inspection period already disclosed in the tender enquiry documents. It may also be ensured that during this stage none of the eligible tendering firm who have accepted the counter offer will be allowed to give a revised commercial offer.

33 **AMENDMENTS IN THE PAMPHLET ENTITLED CONDITION ON CONTRACT**

1. The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts placed by Central Purchase Organization of Government of India 1991 edition bearing Symbol DGS&D-39 Form No. DGS&D Form No. DGS&D-68 (Revised).

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

"Government" means the Central Government".

1.2 : The definition of Secretary in clause I(k) page 3 of DGS&D Conditions of Contract may be modified as under:-

"Secretary" means Secretary of Min. of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such Ministry, D.G., Addl. DG, IG(Medical), Composite Hospital, CRPF, Bantalab, Jammu and any other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India".

1.3 : Under Clause 2© page 5 of DGS&D conditions of contract, the word "Director General of Supplies and Disposals or heads of his concerned regional offices" may be replaced by IG(Medical) / MS, Composite Hospital, CRPF, Bantalab, Jammu.

1.4 : Clause 24 i.e. Arbitration:-

For : The existing entries.

Read: Arbitration.

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General, CRPF. It will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:-

a) If the arbitrator be a person appointed by the DG CRPF:-

In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Ministry of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denovo as he may at his discretion decide.

b) It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

c) The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

- d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the

**Arbitrator.**

- e) Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.
- f) The venue of arbitration shall be the place where the contract is concluded or such other place as the DG CRPF at his discretion may determine.
- g) In this clause the expression the DG CRPF means the DG CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG ,the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.

1.5 : Similarly, the reference to DGS&D wherever appearing may be suitably modified.

**34. DETAILS OF MANUFACTURER**

Those firms should response who are the manufacturers of the stores specified in tender specifications or authorized agent / trader of the store of a manufacturer

- 1) In case of authorized agent / trader they should submit following documents
- a) Valid agreement letter between manufacturer and authorized dealer
- b) Manufacturer/authorized dealer's full address with phone no, fax no, email address
- c) Authorized dealer should have at least last two years performance for the store in question as per tender enquiry.
- d) Authorization letter of manufacturer should be at least one year old from the date of issue of the tender.
- e) Above documents should prove genuiness of dealership. If those documents are not submitted the authorized dealer's proposal will not be considers and rejected.

2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderer.

SD/- 05/02/2018  
**(Dr. V.K. Singh)**  
IG(Med)/ MS,CHCRPF,Jammu  
( FOR AND ON BEHALF OF THE PRESIDENT OF INDIA)

**SPECIFICATIONS OF MOBILE X-RAY MACHINE:-**

<b>SL.NO.</b>	<b>NOMENCLATURE</b>
<b>01</b>	<b>MOBILE X-RAY MACHINE</b>
<b>Technical Specifications</b>	
<b>MOBILE X-RAY MACHINE</b>	
•	High Frequency- 40 KHz
•	Rad KV – 40 to 110 KV
•	Rad mA – upto 150mA
•	Output power – 6 KW
•	mAS – 1 to 200 mAS
<b>X-RAY TUBE HEAD</b>	
•	Stationary Anode X-Ray tube having focal spot 2.8 mm <sup>2</sup> H.V transformer. Filament transformer. HV rectifiers and capacitors to be provided One No manual collimator should be provided.
<b>Control panel should consist of</b>	
•	Total soft touch switches for various operations
•	Digital displays of KV and mAS
•	KV increase and decrease switches
•	mAS increase and decrease switches
•	Small and large focal spot selection switch
•	Machine on/off switch
•	Bucky selection switch
•	Collimator lamp on switch
•	Stand by & exposure release switch
•	Self diagnostic program with indicators for: Earth fault error, KV error, Filament error, Tube head thermal error, X-Ray on indicator, Incoming voltage indicator.
•	The control panel should be equipped with a power pack to store the energy which enables the machine to be used on 15 Amps single phase wall socket at 230V AC 50Hz indicator for charging of capacitors must be provided.
•	A hand switch with dual action for exposure release with retractable cord should be provided for radiation protection to the operator.
<b>Tube stand</b>	
•	Spring balanced stand with lead lined cassette storage box large nylon wheels for easy mobility. The stand should be designed for maximum maneuverability of the unit and should be able to achieve tube focus to floor distance of 75 inch and tube focus to tabletop distance of 46 inches. The equipment should occupy minimum floor area and should be capable to be taken through elevators with ease.
<b>Power supply</b>	
•	230V AC 50Hz 15 Amps with line regulation of 10% line resistance < 0.4ohms.
<b>Standards, Safety and Training</b>	
•	Should be FDA or CE, UL or BIS approved product
•	Manufacturer should have ISO certification for quality standards
•	Comprehensive warranty for two years and next 5 years CMC charges after warranty
•	Comprehensive training for technical staff and support services till familiarity with the system
<b>Documentation</b>	
•	User/Technical/Maintenance manuals to be supplied in English
•	List of equipments available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service/technical manual.
•	Certificate of calibration and inspection and inspection
•	Log book with instructions for daily, weekly monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
•	List of important spare parts and accessories with their part number and costing.
•	Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue, will not be considered.

SD/- 05/02/2018

**( Dr. V.K. Singh )**

IG(Med)/ MS,CH CRPF,Jammu

( FOR AND ON BEHALF OF THE PRESIDENT OF INDIA)

**Instructions for Online Bid Submission**

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

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

- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone : 01452601884 or send a mail over to – [cphp-nic@nic.in](mailto:cphp-nic@nic.in)
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

Signature of Tenderer

**PRE- RECEIPT CHALLAN**  
**(Earnest Money Deposit)**

We, hereby, received Earnest Money Deposit amounting to Rs.....  
( Rupees ..... ) deposited in the form of  
Bank Guarantee / Demand Draft/ Fixed Deposit Receipt / Banker's Cheque bearing No.  
..... dated..... in connection with supply & installation of  
**MOBILE X-RAY MACHINE**, in Composite Hospital, CRPF, Bantalab, Jammu against Notice  
Inviting Tender No. M.III.54/17-18-CH-JMU-MSK dated 05/02/2018.

Signature of Tenderer with Seal

APPLICATION-CUM-BILL FOR REFUND OF PERFORMANCE SECURITY  
ANNEXURE-9 / [ c.f.para-6.18.2 ] / Table para-3

To

The .....  
(Purchase Officer)  
.....

Sir,

The refund of Performance Security Deposit amounting to Rs.....(Rupees..... only) against..... us and therefore its repayment may please be arranged. Necessary receipt duly stamped is given hereunder in Part-B.

2. It is certified that I/We, have not received any complaints from the consignees regarding non-receipt, shortage or defects in the stores supplied under the contract.

(Signature of Contractor)

PART - B

Received from ..... the sum of Rs..... amount in refund of my/our Performance Security Deposit in full in respect of :-

Contractor No. ....  
Station .....  
Dated .....

(Contractor's dated signature)  
(Revenue Stamp for sums exceeding Rs.20/- should be affixed)

PART - C

(TO BE FILLED BY THE PURCHASE OFFICER)

It is certified that no demands against the above contractor are outstanding in the record of this Office and that the instant Security Deposit is free from Government claims in terms of Clause 7(4), 18 and 18- A of General Conditions of Contract as far as A/T No. .... is concerned and can be refunded to the Contractor by A/C Payee Cheque.

Signature  
Designation.....

PART - D

(FOR USE IN CONTROLLER/ DEPUTY CONTROLLER OF ACCOUNTS OFFICE)

Pay Rs.. ..... (Rupees



**Form 68-A**

Tender No.	No.M.III-54/17-18-CH-JMU-MSK	
Full name and address of the Tenderer in addition to Contractor's telegraphic Address, Post box No. if any, should be quoted in all communication to this Office		
Full name and address of the Tenderer	:	
Telephone No.	:	
Fax No.	:	

From.

.....  
.....

Dear Sir,

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

2. I / We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form No-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchases Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am / are fully aware of the nature of the stores required and my / our offer is to supply stores strictly in accordance with the requirements.

**Signature of the Tenderer.**

Name in Block Letters \_\_\_\_\_  
Capacity in which Tender signed \_\_\_\_\_  
Full Address. \_\_\_\_\_

The following pages have been added to and form part of this tender \_\_\_\_\_

Yours faithfully,

Here paste coupon in case where coupons  
are supplied to contractors on payment  
(Signature of the Tenderer)

Address \_\_\_\_\_  
Dated \_\_\_\_\_

(Signature of the Witness)  
Address \_\_\_\_\_  
Dated \_\_\_\_\_

**FORM NO. DGS&D-230**

Reference to DGS&D wherever appearing in clause No. 14, 33, 34, 35, 39 and 40 and Appendix A for Form No. DGS&D-96 may be amended to read as IG(Medical / Medical Superintendent, Composite Hospital, CRPF, Bantalab, Jammu.

<b>QUESTIONNAIRE</b>			
<b>(Please Mark <input type="checkbox"/> in appropriate Box and fill the answer correctly. Tenders leaving the box unmarked and questionnaire unanswered shall be rejected)</b>			
1	Name and address of Contractor		
2	a	Whether registered with DGS&D for subject store	1. Yes      2. No
	b	If yes, Monetary limit	Rs.
		(enclose photocopy of Regn Cert.)	Without limit
c	Validity date of registration		
3	a	Whether registered with NSIC for subject store	1. Yes      2. No
	b	If yes, Monetary limit	Rs.
		(enclose Photocopy of Regn. Cert.)	Without limit
c	Validity date of registration		
	Whether stores is SSI/NSICetc. unit		1. Yes      2. No
4	Whether you agree to submit advance sample if called upon to do so within specified period of 15 days.		1. Yes      2. No
5	Whether past supplier of subject store to DGS&D or Min. of Home Affairs during the last 3 years.  (If yes, submit performance report in enclosed proforma)		1. Yes      2. No
6	Terms of delivery (Free delivery at consignee's locations)		1. Yes      2. No
7	a	Whether Excise Duty Extra : To be mentioned in Price Bid.	
	b	If extra, rate of excise duty : Assemble Value	Rs.
8.	a	Whether Sales Tax Extra	1. Yes      2. No
	b	If yes, rate of Central Sales Tax applicable at present <b>To be mentioned in Price Bid</b>	
	c	Rate of local sales Tax applicable at present	
9	Discount offered if any		
10	a	Quantity offered	
	b	Delivery period in months from date of placement of order / approval of Advance Sample	

11	a	Whether stored fully conformstotender schedule specifications in all respects.	1. Yes	2. No
	b	If answer to 11(a) is No, Indicate the details of deviation in separate sheet.		
12		Acceptance to conditions of contract as contained in DGS&D-68 (Revised) amended up to 31.12.91 and Those contained in Pamphlet No. DGS&D-229read with Annexure attached.	1. Yes	2. No
13		Have you enclosed required EMD	1. Yes	2. No
14		Do you accept tolerance clause	<b>1. Yes</b>	2. No
15		Do you accept Liquidated Damage clause	1. Yes	2. No
16		Have form No 68 A and List No 1 of T.E signed by witnesses?	1. Yes	2. No
17		Do you accept the uarantee/Warrantee Clause	1. Yes	2. No

Signature of the Tenderer \_\_\_\_\_

Name in Block Letters \_\_\_\_\_

Capacity in which Tender signed \_\_\_\_\_ ----

Full Address. \_\_\_\_\_

## LIST NO-1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

1	Tender No.	:	
2	Whether the stores offered fully conform to the technical particulars and specification drawings, specified by the purchaser in the schedule to tender. If not, mention here details of deviations	:	
3	Brand of store offered	:	
4	Name and address of manufacturer	:	
5	Station of manufacture	:	
6	Please confirm that you have offered packing as per tender enquiry requirements. If not, indicate deviations	:	
7	Gross weight of consignment :(Net weight of each item)	:	
8	What is your permanent Income Tax A/C No. ? (Copy to be attached)	:	
9	Status		
	a) Indicate whether you are LSU or SSI	:	
	b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.	:	
	c) If you are a small scale unit registered with NSIC under Single Point Registration scheme, whether there is any monetary limit.	:	
	d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photocopy of the registration certificate indicating the items for which you are registered.	:	
10	a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered with Directorate of Industries of Stat Government concerned.	:	
	b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry	:	

**Signature of the Tenderer**

11	Please indicate name & full address of your banker	:	
12	Business name and constitution of the firm Is the firm registered under	:	
	i The Indian Companies Act 1956	:	
	ii The Indian Partnership Act 1932 (Please also give name of partners)	:	
	iii Any Act; if not, who are the owners (Please give full names and address.)	:	
13	Whether the tendering firm is/are		
	I Manufacturer	:	
	II Manufacturer's authorized agents	:	
	iii Holders in stock of the stores tendered for	:	
If manufacturer's agents please enclose with tender the copy of manufacturer's authorization on properly stamped paper, duly attested by a Notary Public			
14	If stores offered are manufactured in India, please state whether all raw materials components etc. used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their breakup of the indigenous and imported components together with their value and proportion it bears to the total value of the store.	:	
15	State whether raw materials are held in stock sufficient for the manufacture of the stores	:	
16	Please indicate the stock in hand at present time		
	1 Held by you against this enquiry	:	
	2 Held by M/S. .... over which you have secured an option	:	
17	Do you agree to sole arbitration by an officer of Ministry of Law, appointed by the Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions of contract form DGS&D-68 (Revised). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.) :		
18	For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932 Should the answer to this question by a partnership firm be in the affirmative, please state further :-		
18	a Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	:	
	b If the answer to (1) is negative, whether there is any general power of attorney executed by all the Partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration.		

**Signature of Tenderer**

	c	If the answer to either (1) or (2) is in the affirmative Furnish a copy of either the partnership agreement or the general power of attorney as the case may be.	:	
19		Here state specifically	:	
	i	Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not states the reasons thereof. If any, also indicate the margin of difference	:	
	ii	In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.	:	
20		Are you ?		
	a	Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial income Registration Certificate.		
	b	Exempted from the licensing provisions of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position	:	
	c	Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.		
21		State whether business dealings with you have been banned by Min/Deptt. Of Supply/Min. of Home Affairs?	:	
22		Please confirm that you have read all the instructions carefully and have complied with accordingly	:	

### Signature of Tenderer

### Signature of Witness

Full Name Address of witness in Block letters

(Full Name and address of the persons signing in Block letters) ( Whether signing as of Proprietor/ Partner/ Constituted Attorney/duly authorized by the Company

FORM-7  
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL  
 (This proforma is required to be submitted in triplicate)

1	Tender No. & Date	:	
2	For the supply of	:	
3	Name and Address of the firm	:	
4	Telephone No. Fax/ Office/ Factory / Works	:	
5	E-mail address	:	
6	Location of manufacturing works/Factory Factories owned by you (Documentary).	:	
7	Full name & status of the person signing the tender documents is clearly mentioned or otherwise	:	
8	In case you do not own the factory but utilize the factory of some other firm for the manufacture/ fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of.... (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/ fabrication of the stores for which registration has been applied for.	:	
9	Brief description of the factory(e.g. area covered accommodation, departments into which it is divided, laboratory etc.)	:	
10	Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available).	:	
11	Whether the process of manufacture in factory is carried out with the aid of power or without it.	:	
12	Details and stocks or raw material held (state whether imported or indigenous) against each item.	:	
13	Production capacity of each item with the existing plant and machinery:		
	a	Normal	:
	b	Maximum	:
14	Details of arrangements for quality control of products such as laboratory etc	:	
15	a	Details of Technical/supervisory staff in charge of production and quality control	:
	b	Skilled labour employed	:
	c	Unskilled labour employed	:
	d	Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application.	:
16	Whether stores were tested to any standard specification, if so copies of original test certificate should be submitted in triplicate	:	

**Signature of the Tenderer**

BANK GUARANTEE FORMAT FOR FURNISHING EMD  
{ANNEXURE-6 / CHAPTER-6 ( c.f.para-6.4.1 ) }

To  
The IG(Medical)/ Medical Superintendent,  
Composite Hospital, CRPF,  
Bantalab, Jammu.

Subject BANK GUARANTEE FOR SUBMITTING EARNEST MONEY

Whereas.....  
(herein after called the "tenderer")has submitted their offer  
dated.....

for the supply of.....  
(herein after called the "tender")

KNOWN ALL MEN by these presents that WE.....  
of..... having our registered office at  
..... are bound unto .....  
(hereinafter called the "Bank")

..... in the sum of .....  
(hereinafter called the "Purchaser")

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its  
successors and assigns by these presents. Sealed with the common seal of the said Bank  
this..... day of ...../ /2015

**THE CONDITIONS OF THIS OBLIGATION ARE:**

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

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

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

**(Signature of the Bank)**



**BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY  
ANNEXURE-7 [ c.f.para-6.11 ]/ Table para-3**

In consideration for the President of India (hereinafter called "the Government") having agreed to exempt ..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated..... made between ..... and ..... of Performance Security for the due fulfilment of the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....) (indicated the name of the Bank)

Bank") at the request of ..... Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss of damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the..... guarantee thereafter.

5. We ..... further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government to the said contractor(s) or any indulgence by the Government to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before .....ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

8. We, .....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the ..... date of.....2016

(indicate the name of Bank)  
Signature.....  
Name of the Officer.....  
(in Block Capitals)  
Designation of  
Code No.....  
Name of the Bank and Branch.....

**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

Name of Firm:			
1	Contract Nos	:	
2	Description of Stores	:	
3	Quantity on order	:	
4	Value	:	
5	Original D.P.	:	
6	Qty. supplied within original D.P	:	
7	Final Ext. D.P.	:	
8	Last supply position	:	
9	Reasons for Delay in supplies (if any)	:	

*Signature of Tenderer*

CHECK LIST FOR TENDERER

Tenderers should check following requirements for compliance before submission of the tender documents		
1	Requirements to be checked by the tenderer before submission of the tender	:
2	Compliance (To be indicated by the tenderer with "YES" after compliance of the requirements)	:
3	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid.	:
4	Tenderers should ensure deposit of required Earnest Money Deposit if the tenderer are not registered with DGS&D or NSIC for the store(s) quoted for the governing Specification as per Tender Enquiry.	:
5	Tenderers should ensure that their registration with DGS&D and NSIC is valid if they are registered with DGS&D/NSIC and not depositing Earnest Money. They should enclose the latest DGS&D/NSIC registration certificate.	:
6	Tenderers should confirm that their equipment/products conform to the governing specifications of the quoted stores as per Tender Enquiry	:
7	Tenderers should mention whether it is an SSI Unit or not.	:
8	Tenderers should mention in the Tender Enquiry that they accept our delivery terms i.e. they agree to supply stores at consignees' locations at freight, risk and cost of the tenderer	:
9	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender.	:
10	Tenderers should mention their Delivery Period clearly	:
11	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry	:
12	Tenderers should give their past performance in the specified format given in the Tender documents	:
13	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry	:
14	Tenderer must ensure that the Lab test report along with clear verdict certificate required as per Clause-17.1 of Schedule to Tender Enquiry documents is enclosed.	:
15	Tenderer must ensure that the counter sample (remnant portion of the test sample) duly sealed, stamped and signed by the Lab should be attached with the Tender Sample/Lab Test report.	:
16	Tenderers should mention whether it is a manufacturer of the store(s) quoted or it is the manufacturer's authorized agent. In case of agent, it should submit valid authority letter(s) of their Principal(s) for the stores they have quoted. In case of agent of foreign Principals, they should attach valid registration certificate of DGS&D as agent of Foreign Principals	:
17	Tenderers should mention that they agree to accept the conditions of the contract contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No.DGS&D-229 read with Annexure attached.	:

18	Tenderers should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	:	
19	Tenderers should mention that Business dealing with their firms has not been banned by any Govt/ private agencies.	:	
20	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly	:	
21	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory	:	
22	If the tenderer want to mention any specific condition, it should be mentioned on the covering / forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration	:	
23	Tenderers should mention their address for communication with Telephone and Fax Number.	:	
24	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly.	:	
25	Tenderers should mentioned their address for communication with Telephone and fax Number.	:	

**Signature of the Tenderer**

TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

Date:

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work :-

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

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely :

\_\_\_\_\_  
\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)