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Tele: 2618 7839

**Ministry of Defence
Directorate General NCC
Logistics Directorate (Pur Cell)
West Block-IV, R.K. Puram
New Delhi – 110 066**

COST OF TENDER SET RS. 100.00

No. 19160 (A)/Boot Flying/NCC HQ/Lgs (Purchase Cell)/2010-2011

M/s _____

SUBJECT: NO. 19160 (A)/BOOT FLYING/NCC HQ/LGS (PURCHASE CELL)/2010-2011
INVITATION OF QUOTATIONS FOR SUPPLY OF BOOT FLYING (Aeromed-54)
QUANTITY – 2827 PAIRS

Dear Sir,

1. A copy of the subject tender enquiry is enclosed.
2. The tender enquiry has been prepared on the revised format in terms of Defence Procurement Manual, 2009 (DPM). The DPM is available on Ministry of Defence website on the internet.
3. **Your attention is drawn to clauses regarding Option Clause, LD Clause, Security Deposit clause and Earnest Money Deposit clause.**
4. **You are requested to attach copy of your registration certificate, if any, with DGAQA, OFB or any other Government Agency for the subject item.**
5. Kindly submit the tender complying with all the terms and conditions to avoid rejection of your offer.

Thanking You,

Yours faithfully,

(KS Brijwal)
Asstt Director (Pur)
For Director General NCC

Tele: 2618 7839

**Ministry of Defence
Directorate General NCC
Logistics Directorate (Pur Cell)
West Block-IV, R.K. Puram
New Delhi – 110 066**

No. 19160 (A)/Boot Flying/NCC HQ/Lgs (Purchase Cell)/2010-2011

Sealed tenders are invited by the Director General National Cadet Corps on behalf of the President of India for the supply of the following stores: -

Time and date of receipt of the Tender : 22-12-2010 : 1100 Hrs.
Time and date of opening of the Tender : 22-12-2010 : 1130 Hrs.
Tender shall remain open for acceptance till : 22-03-2011.

Tender Enquiry No.	Description of stores with Specification No. and Drawing No.	Quantity (In Pairs)
No. 19160 (A)/Boot Flying/ NCC HQ/Lgs (Purchase Cell)/ 2010-2011.	<u>BOOT FLYING (Aeromed-54)</u> Ref No. DRG or Specification No. & DS CAT No. 322C 2405-2411 Aeromed-54.	2827

1. Firms registered with NSIC may, if they so desire, obtain Tender Set free of cost from nearest NSIC office and in case of any difficulty, they may approach Manager, CLO (NSIC), Room No. 411-412, Jeevan Tara Building, Sansad Marg, New Delhi-110 001 (Phone No. 2336 2021).

2. Intending tenderers may obtain the Tender Set from the Logistics Directorate (Purchase Cell), DG NCC, West Block-4, R.K. Puram, New Delhi-110 066 on all working days between 1430 hrs to 1700 hrs against crossed demand draft of **Rs. 100/-** (Rupees One hundred only). If the tender set is desired by post, a draft for additional amount of **Rs. 50/-** (Rupees Fifty only) towards postal expenses should be sent alongwith the request for tender. Demand draft should be payable to DG NCC, New Delhi and valid for minimum 06 months period.

(KS Brijwal)

Asstt Director (Pur)

For and on behalf of the President of India

Copy to : -

1. Lgs (B-2) : w.r.t. A.P.R. 2010-2011.
2. DGAQA,
"H" Block, DHQ PO
New Delhi – 110011, : With a request to intimate changes in specifications if any, within 15 days, else it will be presumed that specifications of item are in order.
3. Manager,
CLO (NSIC Ltd)
411-412, Jeevan Tara Bldg
Sansad Marg, New Delhi-01. : 02 Sets of Tender Enquiry are fwd herewith for onward transmission to their units.

**Ministry of Defence
Directorate General NCC
Logistics Directorate (Purchase Cell)
West Block-IV, RK Puram
New Delhi – 110 066**

REQUEST FOR PROPOSAL (RFP) AGAINST OPEN TENDER ENQUIRY (OTE)

Request for Proposal (RFP) No. 19160 (A)/Boot Flying/NCC HQ/Lgs (Purchase Cell)/2010-2011.

Invitation of Bids for Supply of **Boot Flying (Aeromed-54)**. (Specification No. & DS CAT No. 322C 2405-2411 Aeromed – 54), **Quantity – 2827 Pairs**.

1. Bids in sealed cover on behalf of President of India are invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

- | | | | |
|-----------|---|---|--|
| a. | Bids/queries to be addressed to | : | Directorate General NCC
Logistics Directorate (Purchase Cell)
West Block - IV, RK Puram, New Delhi -66 |
| b. | Postal address for sending the Bids | : | Directorate General NCC
Logistics Directorate (Purchase Cell)
West Block - IV, RK Puram, New Delhi -66 |
| c. | Name/designation of the contact personnel. | : | i) Shri D Jha, DD (Pur)
ii) Shri KS Brijwal , AD (Pur) |
| d. | Telephone numbers of the contact personnel. | : | 011- 2618 7839 |
| e. | e-mail ids of contact personnel | : | ----- |
| f. | Fax number | : | 011- 2618 7839 |

3. This RFP is divided into five Parts as follows:

- a.** Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- b.** Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- c.** Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- d.** Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- e.** Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(KS Brijwal)
Asstt Dir (Pur)
For and on behalf of the President of India

Part I – General Information

1. **Last date and time for depositing the Bids:** 22-12-2010 at 11.00 hrs. The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids (marked as “19160 (A)/Boot Flying/NCC HQ/ Lgs (Purchase Cell)/2010-2011” due to open on 22-12-2010) should be either dropped in the **Tender Box of Logistic Directorate** placed near Reception Office of HQ DGNCC, West Block-IV, RK Puram, New Delhi-110 066 or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids:** 22-12-2010 at 11.30 Hrs. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** Near Reception Office of HQ DGNCC, West Block-IV, R.K. Puram, New Delhi – 110 066. Only those Bids that are found in the **Tender Box of Logistic Directorate** will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** Library near Canteen on the ground floor of HQ DGNCC. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14(fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the Purchaser will be sent to all prospective bidders who have received the bidding documents.
8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. **Validity of Bids:** The Bids should remain valid till **90** days from the last date of submission of the Bids.

13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 1,06,000.00** (Rupees One lakh six thousand only) alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form **DPM-13** (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th days after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the item under this RFP with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirement:** - List of items required is as follows:

<u>Name/type of item/description of stores</u>	<u>Quantity required</u>
BOOT FLYING (Aeromed-54)	2827 Pairs

2. **Technical Details:** -

- a. Specifications/drawings, as applicable: **Ref No. DRG or Specification No. & DS
CAT No. 322C 2405-2411 Aeromed-54.**

3. **Delivery Period:** Delivery period for supply of items would be **06 months including commencement period** from the effective date of contract/approval of advance sample. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Advance Sample:** -

a) The firm who has not supplied this item during last three years shall get **two advance samples** approval by Inspection Authority prior to commencement of bulk manufacture. The firms are required to submit the advance sample of acceptable quality to the concerned Inspection Agency within 30 days of the issue of the formal supply order.

b) **Clearance of advance sample** : The contractor is required to submit advance sample of acceptable quality to the Inspection Authority before undertaking bulk manufacture and supplies. In case the advance samples are not submitted by the contractor by the due date or in the opinion of Quality Assurance Officer is unacceptable, the contract is liable to be cancelled at the risk and cost of the contractors.

5. **Terms/Date of Delivery:** -

- a. Terms of delivery: Free delivery at consignee's premises.

6. **Consignee details:** As per **Appendix – 'A'**.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that

the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **(30 days)** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (60days) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties: -**

a) **In respect of Indigenous bidders: -**

(i) **General: -**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/ tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/ tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) Excise Duty: -

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(iii) Sales Tax / VAT

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(iv) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/ successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% approximate plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-

95% Payment against Inspection note, Proof of dispatch, duly supported by Xerox copy of the Bank Guarantee and against Consignee's provisional receipt. Balance of 5% will be paid on receipt of items in good condition by consignee(s) along with user's certificate of complete Installation and successful commissioning.

6. **Paying Authority:**

(Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. CRVs in duplicate.
- v. Inspection note.
- vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vii. Exemption certificate for Excise duty / Customs duty, if applicable.
- viii. Bank guarantee for advance, if any.
- ix. Guarantee / Warranty certificate.
- x. Performance Bank guarantee / Indemnity bond where applicable.
- xi. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- xii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.
- xiv. User Acceptance.
- xv. Xerox copy of PBG.

(Note: - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

7. **Fall clause:** The following Fall clause will form part of the contract placed on successful Bidder:-

- a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Depts, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- i. Exports by the Seller.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- iii. Sale of goods such as drugs which have expiry dates.
- iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person / organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

8. Risk & Expense clause: -

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- a.** Such default.
- b.** In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed ____% of the value of the contract.”

9. **Force Majeure clause: -**

a. Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder:- The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of up gradation/ alterations will be provided to the Buyer free of cost within (15) days of affecting such up gradation/alterations.

11. **OEM Certificate:**

(a) OEMs/Authorised vendors/Govt. sponsored Export Agencies (where domestic laws do not permit direct export by OEMs) alongwith relevant documentation in support of their status should reply to the RFP. The Certificate will be submitted alongwith the Bid failing which the offer is liable to be ignored.

(b) In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

12. **Earliest Acceptable Year of Manufacture:** The goods shall be of latest manufacture Quality / Life certificate will need to be enclosed with the Bill.

13. **Transportation:** The tendered will deliver the store on free delivery to consignee or F.O.R. destination basis.

14. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

b. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

c. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- i. Part Number:
- ii. Nomenclature:
- iii. Contract annex number:
- iv. Annex serial number:
- v. Quantity contracted:

d. One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

e. The Seller shall mark each package with indelible paint in the English language as follows:-

- i. EXPORT
- ii. Contract No. -----
- iii. Consignee -----
- iv. Port / airport of destination -----
- v. Ultimate consignee -----
- vi. SELLER -----
- vii. Package No. -----
- viii. Gross/net weight : -----
- ix. Overall dimensions/volume : -----
- x. The Seller's marking.

f. If necessary, each package shall be marked with warning inscriptions:-
<Top>, "Do not turn over", category of cargo etc.

g. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

15. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

16. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within **01** month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

17. **Inspection Authority:** DGAQA, New Delhi. The Inspection will be carried out by authorized representative of DGAQA.

18. **Pre-Dispatch Inspection:** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder -

a. The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21(Available in MoD website and can be given on request.

- b. All costs associated with the stay of the Buyer's Representative(s) for carrying out PDI, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.
 - c. The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.
19. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder:-

- a. **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".
- b. **Franking Clause in the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

20. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder:-

- a. **The claims may be presented either:**
 - (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing,
 - or
 - (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

21. **Warranty: -**

(a) The following Warranty will form part of the contract placed on the successful Bidder:-

i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer 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 contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/ dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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

iii. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

iv. Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

22. **Correctness of the Quality and Quantity:** On receipt of stores at consignee's premises, the stores are checked for ascertaining the correctness of quality, quantity and documents. In case the stores are found deficient in any way, consignee has the right to reject the stores even if these were inspected and cleared by the Inspector.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows: -
 - a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows: -
 - i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - c. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - d. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - e. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

f. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

g. Unregistered firms claiming compliance: Unregistered / Untried firms are required to get their manufacturing capacity verified for the item by concerned DGAQA, New Delhi and enclose the production of capacity verification report along with the quotation/offer, failing which quote/offer is liable to be ignored.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

a. Basic cost of the item/items: -

	<u>Item</u>	<u>Unit price</u>	<u>Qty</u>	<u>Total</u>
i.	A			
ii.	B			
iii.	C			
iv.	Total of basic Price			

b. Accessories

c. Installation / Commissioning charges

d. Training

e. Technical literature

f. Tools

g. AMC with spares

h. AMC without spares

i. Any other item

j. Is Excise Duty extra?

k. If yes, mention the following -

i. Total value of items on which Excise Duty is leviable:

ii. Rate of Excise duty (item-wise if different ED is applicable):

iii. Surcharge on Excise duty, if applicable?

iv. Total value of excise duty payable:

l. Is Excise Duty Exemption (EDE) required:

- m.** If yes, then mention and enclose the following:
 - i. Excise notification number under which EDE can be given:
- n.** Is VAT extra?
- o.** If yes, then mention the following:
 - i. Total value on which VAT is leviable:
 - ii. Rate of VAT:
 - iii. Total value of VAT leviable:
- p.** Is Service Tax extra?
- q.** If yes, then mention the following:
 - i. Total value of Services on which Service Tax is leviable:
 - ii. Rate of Service Tax leviable:
 - iii. Total value of Service Tax leviable:
- r.** Is Custom Duty Exemption (CDE) required:
- s.** If yes, then mention the following:
 - i. Custom notification number under which CDE can be given (Enclose a copy):
 - ii. CIF value of stores to be imported:
 - iii. Rate of Customs Duty payable:
 - iv. Total amount of Customs Duty payable:
- t.** Octroi / Entry taxes:
- u.** Any other Taxes / Duties / Overheads / Other costs:
- v.** Grand Total:
 - i. Excluding AMC and spares
 - ii. Including AMC with spares
 - iii. Including AMC without spares

EMD Bank Guarantee Format

Whereas you have entered into a contract _____ (hereinafter called the “Bidder”) has Submitted their offer dated _____ for the supply of _____ (hereinafter called the “Bid”) against the Buyer’s Request for proposal No. _____
_____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the “Buyer”) in the sum of _____ for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____.

The conditions of obligations are –

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

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

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

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

PERFORMANCE BANK GUARANTEE FORMAT

From:

Bank _____

To,

The President of India
Ministry of Defence,
Government of India,
New Delhi.

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____
(hereinafter referred to as the said Contract)
with M/s _____, hereinafter referred to as the “seller” for supply of
goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to
produce a bank guarantee for (...%) of total Contract value amounting to _____ to secure its
obligations to the President of India. We the _____ bank hereby expressly, irrevocably and
unreservedly undertake the President of India declares to us that the goods have not been supplied
according to the Contractual obligations under the aforementioned contract, we will pay you, on demand
and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written
demand shall be conclusive evidence to us that such repayment is due under the terms of the said
contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any
arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any
alterations in the obligations of the Seller or by any forbearance whether as to payment, time
performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for _____ months from the date of JRI acceptance of test
consignment in India or until all the store, spares and documentation have been supplied according to
the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the
aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by
us, all your rights under this guarantees shall be forfeited and we shall be discharged from the liabilities
hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the
constitution of the Bank or in the constitution of M/s _____.

ANNEXURE 'A'

1. **NCC DIRECTORATE Andhra Pradesh**
General Chaudhary Road, Secunderabad-500003 [NRS – Secunderabad/Hyderabad]
2. **NCC DIRECTORATE ATMA MNM (NER)**
Narang Cantt, Guwahati-37 [NRS – Guwahati]
3. **NCC DIRECTORATE Bihar**
Grove Area, Rajendra Path, Patna-800019 [NRS – Rajendra Nagar Junction]
4. **NCC DIRECTORATE Gujrat, Diu and Daman,**
Ahmedabad Cantt-380003 [NRS – Ahmedabad]
5. **NCC DIRECTORATE Delhi**
Old Sectt Bldg, Civil Lines, Delhi-110054 [NRS – New Delhi/Delhi]
6. **NCC DIRECTORATE J & K,**
Camp Office, Canal Road, Jammu-160003 [NRS – Jammu Tawi]
7. **NCC DIRECTORATE Karnataka**
No.8, Cunningham Road, Bangalore-560052 [NRS – Bangalore City/Yashwantpur]
8. **NCC DIRECTORATE Kerala**
Cotton Hill Bungalow, Thiruvanthpuram-695010 [NRS – Trivandrum Central]
9. **NCC DIRECTORATE Madhya Pradesh**
E-5, Arera Colony, Bhopal-460016 [NRS- Bhopal]
10. **NCC DIRECTORATE Maharashtra**
AFI Bldg, Bombay Hospital Lane,
Dhobitalao, Mumbai-400020 [NRS – Dadar/Byculla]
11. **NCC DIRECTORATE Orissa**
5131 Plot No. 354, Lewis Road,
Bhubneshwar-751002 [NRS – Bhubneshwar]
12. **NCC DIRECTORATE Punjab**
Kendriya Sadan Block, 3rd Floor Sector-9A,
Chandigarh-160026 [NRS – Chandigarh]
13. **NCC DIRECTORATE Rajasthan**
D-87, Meera Marg, Bani Park, Jaipur - 302016 [NRS – Jaipur]
14. **NCC DIRECTORATE Tamilnadu**
Fort Saint George, Chennai-600002 [NRS – Chennai Central]
15. **NCC DIRECTORATE Uttarakhand**
Bungalow No. P-4, Nagnath Road, Ghanghotra,
Garhi Cantt, Dehradun-248141 [NRS-Dehradun]
16. **NCC DIRECTORATE Uttar Pradesh**
Ashoka Marg, Hazrat Ganj, Lucknow-226001 [NRS – Lucknow]
17. **NCC DIRECTORATE West Bengal**
P-67, “C” Block, New Alipore, Kolkata-700053 [NRS – Howrah]

