

LIMITED TENDER

FORM - 241

INVITATION TO TENDER

Serial No. _____

No. PR-13013(10)/3/X-Ray-SSS/2009-10/PROC/07

DIRECTORATE GENERAL

CENTRAL INDUSTRIAL SECURITY FORCE

(MINISTRY OF HOME AFFAIRS)

Phone No. 011 – 24360302, Fax No. 011 - 24361202

Block No. 13 CGO Complex,
Lodhi Road, New Delhi -110003.

Dated: 10 August 2009

To,

Dear Sir,

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

2. The conditions of contract which will govern any contract made are contained in Pamphlet No. DGS&D - 39 entitled "Conditions of Contract governing contracts placed by the Central Purchase Organisation of the Government of India as amended upto 31.12.91" and those contained in the Pamphlet No. DGS&D-229 containing the various instructions to tenderers 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. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- a) The Manager of Publications, Civil Lines, Delhi.
- b) The Superintendent, Government Printing & Stationery, UP., Allahabad.
- c) The Superintendent, Government Printing & Stationery, Mumbai
- d) The Superintendent, Government Press, Chennai.
- e) The Superintendent, Government Printing & Stationery, Nagpur
- f) The Superintendent, Government Printing Gulzarbag, Patna, Bihar.
- g) DGS&D New Delhi and its Regional offices at Mumbai, Chennai, Calcutta & Kanpur.
- h) Government of India Book Depot,. 8 Hastings Street, Calcutta.

4. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and returned to this office. 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. An attached list of questionnaire, which should also be answered and should be returned with the tender, failing which your tender will be liable to be ignored, and not considered.

5. Your tender should be submitted in duplicate. This tender is not transferable.

Yours faithfully,

Sd/-xxx

(S S GUSAIN)

**Asstt. Inspector General/Prov
for and on behalf of President of India.**

LIMITED TENDER

Serial No. _____

SCHEDULE TO TENDER

No. PR-13013(10)/3/X-Ray-SSS/2009-10/PROC/07

DIRECTORATE GENERAL

CENTRAL INDUSTRIAL SECURITY FORCE

(MINISTRY OF HOME AFFAIRS)

Phone No. 011 -24360302 Fax. No. 011 -24361202

Block No. 13, CGO Complex,
Lodhi Road, New Delhi-110003.

PRICE PER TENDER SET : FREE OF COST

EARNEST MONEY REQUIRED: As mentioned below.

Offers received without Earnest Money or with Earnest Money other than the amount specified above will be liable to be summarily ignored.

(TENDERERS ARE ADVISED TO GO THROUGH THE EARNEST MONEY CLAUSE ATTACHED WITH THIS TENDER ENQUIRY CAREFULLY BEFORE FILLING THE TENDERS)

TENDER SET IS NOT TRANSFERABLE

LAST DATE AND TIME FOR RECEIPT OF TENDERS : 01.09.2009 upto 11.00 A.M.

TENDERS WILL BE OPENED ON 01.09.2009 AT 11.30 A.M.

THE TENDER SHALL REMAIN OPEN FOR ACCEPTANCE TILL : THREE MONTHS FROM
THE DATE OF
TENDER OPENING

Item No.	Description of Stores	Qty. (in no.s)	EMD Required	Price per Unit /F.O.R Destination
1.	X Ray Scanning Simulator Software	01	Rs.2,220/-	

Specifications and other details as per Annexure 'A' attached to Tender Enquiry

NOTE : ALL TENDER DOCUMENTS ATTACHED WITH THIS INVITATION TO TENDER ARE SACROSANCT FOR CONSIDERING ANY OFFER AS COMPLETE OFFER. IT IS THEREFORE IMPORTANT THAT ALL TENDER DOCUMENTS DULY COMPLETED AND SIGNED ON EACH PAGE ARE RETURNED WITH YOUR OFFER.

2. Rates quoted by the firms should be on the firm price basis. No price variation will be permitted in the contract.

3. The Tenderers should submit the Tenders in TWO BID SYSTEM i.e. the Tenderers should give the price bids in a separate sealed cover and the technical details in a separate sealed cover in duplicate alongwith detailed specifications of the equipment offered supported by Leaflets, Broucher, if any. Price bids of only those offers who will be technically acceptable will be opened for which the firms will be informed separately.

Signature of the tenderer

4. TWO BID SYSTEM

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

(a) FIRST COVER should contain the Technical offer giving following details:-

- i) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATE QUOTED.
- ii) Earnest Money.
- iii) FOR, terms, delivery period quoted.
- iv) Performance statement for last three years.
- v) PAN No.
- vi) Technical details/ leaflets/brochure of subject store so provided by the bidders should match with the technical section of the tender enquiry.
- vii) Any other relevant document which the firm wishes to submit.
- viii) Details of their plant and machinery in duplicate on the format enclosed alongwith Tender Enquiry. Purchaser reserves the right to get the manufacturing capacity verified of all the firms irrespective of their registration, through the inspection authority, if considered necessary.

If the date of registration by NSIC/DGS&D is older than 12 months on the date of opening of Bid, it shall not be considered unless capacity of bidders has been re-verified by the DGS&D, QA Wing during 36 months preceding the date of opening of Bids.

“FOR THIS PURPOSE, TENDERERS WHO ARE EITHER NOT AT ALL REGISTERED WITH DGS&D/NSIC OR WHOSE REGISTRATION WITH DGS&D/NSIC IS OLDER THAN 12 MONTHS FROM THE DATE OF OPENING OF BID, AND WHOSE CAPACITY HAS NOT BEEN VERIFIED BY DGS&D QA WING DURING PRECEDING 36 MONTHS FROM THE DATE OF OPENING OF BIDS, MUST PROVIDE THE DETAILS OF PLANT & MACHINERY IN THE PROFORMA ENCLOSED WITH TENDER ENQUIRY IN DUPLICATE AND FURNISH THE SAME WITH THEIR OFFER FOR THE PURPOSE OF VERIFICATION/REVERIFICATION OF THEIR CAPACITY BY QA WING OF DGS&D FAILING WHICH THEIR OFFER SHALL BE SUMMARILY IGNORED.”

- ix) The words “TECHNICAL BID” should be written clearly and prominently on this envelope alongwith Tender Number, Name of Stores & Date of Opening.

NOTE:- Full name and status of the person signing the tender documents must be clearly mentioned in the Tenders.

(b) SECOND COVER should contain the Financial Offer giving following details:-

Signature of the tenderer

- i) Details of rates, taxes, duties, discounts, if any, quoted by the bidder. These details should be submitted on their letter pad as per proforma given below:-

S. No.	Name of the item	Total quantity (in No.s)	Unit price (in Rs.)	Excise duty/ custom duty	CST/ VAT	Any other taxes/ duties	Total (in Rs.)
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- ii) The words "FINANCIAL BID" should be written clearly and prominently on this envelope alongwith Tender Number, Name of Stores & Date of Opening.
- (c) Both the above mentioned covers should be sealed separately and thereafter, be kept in a third cover and again sealed. This cover should also be superscribed with the Tender No., stores and date of Tender opening.
- (d) The composite bid i.e. rates indicated in the Tech. Bid OPENLY IN TENDER IS LIABLE TO BE IGNORED.
- (e) Only the first cover i.e. Technical Bid shall be opened on the date of tender opening. Price bids of only those firms will be considered for tender opening whose offer is complete in all respects.
- (f) The price of the equipment shall be exclusive of all duties & other charges. Sales Tax, Custom duties and other such charges shall be mentioned separately.

5. **Demonstration/Field trial of products for Technical Evaluation**

All the firm are required to give field trial/demonstration of their equipment/products offered by them for assessing the technical suitability and performance of the equipment as per Tender Enquiry Specification, **if required necessary**. 10 days time will be given to the firms for producing their equipments for field trial from the date of issuance of letter by Technical Evaluation Committee. No further request for the extension of time for producing the equipment for field trial will be entertained and any such request made will be summarily rejected. If the equipment/ product is not found as per the TE Specification, their offers are liable to ignored. Price bids of only those firms will be opened if their technical bids as well as performance of their equipment/ product demonstrated are acceptable as per requirement of the Tender Enquiry Specification.

6. Incomplete offers, offers not conforming fully to Tender Enquiry requirements OR with vague replies OR without EARNEST MONEY if applicable, will not be considered.

7. **Specification Compliance Proforma**

The tenderers attention is invited to clause 1(A) form DGS&D-231 "Instructions to Tenderers" whereby they are require to furnish clause by clause compliance of Specification bring out clearly deviation from Specification if any. The firms are advised to submit separate compliance statement for subject store in the following format along with technical bid failing which offer will be treated as incomplete and shall liable to be ignored.

Signature of the tenderer

Format of Compliance Statement

S.No.	1	2.	3.	4
	Para of Tender enquiry Specification	Specification of Stores offered	Compliance of T.E. Specification whether Yes or No	In case of non-compliance deviation from T/E Specification. To be indicated in unambiguous terms.

8. Rates quoted by the firms should be on firm price basis. Firms must also clearly indicate in their offer the different taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offers like "Duties as applicable" are liable to be ignored.

9. Earnest Money:-

All firms who are not registered with DGS&D/NSIC for the subject stores as per specification shall be required to deposit fixed amount of Earnest Money alongwith their offer. Offers received without Earnest Money or with Earnest Money other than the amount specified will be liable to be summarily ignored. Registration with any other organization or to any other specification will not exempt them from depositing Earnest Money. The firms registered with DGS&D/NSIC with some monetary limits for the stores of required specification shall be treated as unregistered for the value exceeding their monetary limit of registration. Such firms shall be required to deposit proportionate Earnest Money over and above their exemption limit. In no case the Earnest Money deposited should indicate the price quoted by any firm. Tenders received not in conformity to the EMD guidelines would liable to be ignored summarily.

10. Public Sector Undertaking/State Govt. Undertaking or Central/State owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/NSIC.

11. Firms claiming exemption from depositing EARNEST MONEY must enclose copy of their Registration Certificate alongwith all its amendments, for the subject stores and specifications. Offers received without these details and without Earnest Money will be ignored.

12. The Purchaser : President of India

13. Inspection Authority : DG/CISF HQrs, 13 CGO's Complex Lodhi Road
New Delhi – 110 003.

14. Inspecting Officer : DG/CISF or his authorized representative (s)

15. Stores Required at : AC/Adm, CISF HQrs,
13, CGO Complex, Lodhi Road,
New Delhi- 110 003

16. Delivery required by : Within 01 month or earlier

Signature of the tenderer

17. Payment terms & Performance Security Deposit

i) **In case of indigenous store :-**

- a) 90% on proof of inspection & despatch and provisional receipt certificate of the consignee.
- b) Balance 10% on successful installation & commissioning of the equipment to the satisfaction of end users subject to deposit of 5% performance security valid for a period of 60 days beyond the date of completion of warranty/guarantee period.

ii) **In case of imported store :-**

A. To Foreign Principal:

The principal/foreign manufacturers will be paid 90% of the net F.O.B./F.A.S price excluding the Indian Agent's Commission on presentation of the following documents :-

- a) 4 copies of the commercial invoice.
- b) 1 copy packing list.
- c) 1 copy non-negotiable bill of Lading
- d) Air-way bill indicating despatch to the consignee.
- e) Test report of firms' inspector.
- f) Certificate from supplier confirming that original shipping/air-freight documents have been despatched to the consignee(s) in accordance with the terms of the contract (Acceptance of Tender).
- g) Certificate of origin of country.
- h) Confirmation from the purchaser, DG/CISF, that the firm has submitted 5% performance guarantee of net F.O.B. price valid for a period of 60 days beyond the date of completion of warranty/guarantee period.

Balance 10% within 30 days of successful completion of proving test in which machine's/equipment's test would have been demonstrated by the supplier or his agent, after the commissioning at the consignee's premises (or at the place directed by him) and submission of the performance guarantee bond for 5% of the value of the contract indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in the special conditions of the A/T or warranty clause. Provided that where the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of goods at the consignee end due to express written instructions of the purchaser or the consignee, the balance 10% payment shall be released to the supplier on his furnishing the performance bank guarantee afore mentioned.

Signature of the tenderer

Where the performance bank guarantee is obtained by a foreign bank, it shall be got confirmed by a Schedule Indian Bank and shall be governed by Indian Laws and be subject to the jurisdiction of courts of the place of issue of the Acceptance of Tender (A/T).

B. To Indian Agent:

100% Agency Commission will be paid after successful installation & commissioning of equipments at sites.

18. Despatch Instructions : Stores are required to be delivered at the consignee premises as indicated at Sl. No. 15 above on free delivery to the consignee's premise's/freight paid basis.

19. Packing & Marking : **In case of indigenous store:**
As per clause-12 of general conditions of contract contained in DGS&D-68.

In case of imported store:

The supplier will ensure that the stores are securely packed to avoid damage in transit by air/sea/rail/road occasioned by any defect in packing and shipping. Documents should also show the name of the ultimate consignee.

Each case shall have shipping marks stencilled on opposite sides and on the top. In addition, the gross weight/net weight and cubic measurements should also be indicated on the packages. The marks shall also be shown on invoices, packing list and on rail/road bills of landing or mailing certificates exactly as they appear on the cases.

20. Tenderers should disclose the name and full address (along with Telephone/Fax No.) of the place, where the stores will be manufactured and ordered for inspection.

21. Competent Authority reserves the right to cancel/reject any or all the Tenders without assigning any reason.

Sd/-xxx

(S S GUSAIN)

Signature of the Tenderer
Capacity in which Tender is signed.

Asstt. Inspector General/Prov
for and on behalf of the President of India.

IMPORTANT INSTRUCTIONS

1. Verification Clause :-

IF THE DATE OF REGISTRATION BY NSIC/DGS&D IS OLDER THAN 12 MONTHS ON THE DATE OF OPENING OF BID, IT SHALL NOT BE CONSIDERED UNLESS CAPACITY OF BIDDERS HAS BEEN REVERIFIED BY THE DGS&D QA WING DURING 36 MONTHS PRECEDING THE DATE OF OPENING OF BIDS.

“FOR THIS PURPOSE, TENDERERS WHO ARE EITHER NOT AT ALL REGISTERED WITH DGS&D/NSIC OR WHOSE REGISTRATION WITH DGS&D/NSIC IS OLDER THAN 12 MONTHS FROM THE DATE OF OPENING OF BID, AND WHOSE CAPACITY HAS NOT BEEN VERIFIED BY DGS&D QA WING DURING PRECEDING 36 MONTHS FROM THE DATE OF OPENING OF BIDS, MUST PROVIDE THE DETAILS OF PLANT & MACHINERY IN THE PROFORMA ENCLOSED WITH TENDER ENQUIRY IN DUPLICATE AND FURNISH THE SAME WITH THEIR OFFER FOR THE PURPOSE OF VERIFICATION/REVERIFICATION OF THEIR CAPACITY BY QA WING OF DGS&D FAILING WHICH THEIR OFFER SHALL BE SUMMARILY IGNORED.”

2. Option Clause :

The purchaser reserves the right to place order on the successful tenderer for additional quantity upto 25% of the quantity offered by them at the rates quoted at the time of placement of contract or during the currency of the contract as per clause 31 of form DGS&D-230.

3. Advance Sample :

The purchaser may at his discretion, require the prospective contractor to submit an acceptable advance sample for approval of Indentor/ Inspecting Authority. Wherever the contract stipulates submission of an advance sample, the sample will have to be submitted within one month of the receipt of the contract. In case, the sample is not submitted within the said time or in the opinion of the Inspector is acceptable, the contract is liable to be cancelled at the risk and cost of the contractor.

4. Reference Sample : **Not Required**

5. Tender Sample :

Tender sample not required. However, the sample from the tenderer, whose offer complies all the technical specification, may be called for the field trial.

Signature of tenderer

6. **GUARANTEE/ WARRANTY** :

- i) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the 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 goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of delivery of the said goods/stores/articles to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said goods /stores/articles, if during the aforesaid period of 12 months 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 the purchaser shall be entitled to call upon the contractor to rectify the 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 goods/stores/ articles 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) 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 on agreed discount on the published catalogue or on 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 purchaser of the equipment, so that the latter may undertake the balance of the lifetime requirements.
 - iv) Warranty to the effect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment.
7. In the event of contract being cancelled for any breach committed and the purchaser effecting 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.
8. 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 30 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.

Signature of tenderer

9. All firms are required to submit the following alongwith their quotation failing which their offer will be ignored:
 - a) PAN No.
 - b) Name and full address of the Banker.
 - c) Performance statement and equipment and quality control statement in the prescribed forms as enclosed (in triplicate.)
 - b) Complete address of Sales Tax and Income Tax office
10. Prices be quoted both in words as well as in figures.
11. Tenderers who are past suppliers of the item as per T/E Specification should submit their performance statement in enclosed proforma. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
12. Tenderers who are registered with DGS&D/NSIC for this particular item should submit the photocopy of Registration Certificate with all subsequent amendments.
13. **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.
14. **TENDERERS ARE REQUESTED TO QUOTE THEIR RATES ON F.O.R DESTINATION BASIS (Free delivery to the consignees premises).**
15. The Purchaser reserves the option to give a purchase/price preference to offers from Public Sector Units and or from other firms in accordance with the policies of the Govt., from time to time.
16. The decision of the Director General CISF shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not found as per specification and approved advance sample shall be liable to be rejected or replaced and any expenses or losses cause to the supplier, it should be borne by the supplier and ensured that articles supplied should be best in quality and free from all defects. The acceptance of articles will be made only when the articles are inspected and found up to the standard specifications and free from all defects. The rejected items must be removed 15 days from the date of information about rejection. The in-charge stores concerned will take reasonable view of such material but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.
17. Tenderers will be fully responsible for proper installation, testing and making the equipment functional before final settlement of account.
18. The prices shall be exclusive of all duties and other charges. Sales Tax and other such charges shall be mentioned separately.

Signature of tenderer

19. No separate insurance charges will be paid. The price will be treated as inclusive of insurance charges for covering the transit/ loss/ risk/ damage up to consignee end.

20. The make and country of origin of the articles offered may be stated clearly.

21. Hardware and Software supplied will include all Operational and Maintenance Manuals, tutorials, reference manuals, installation and performance guide etc. complete in all respects. Connecting cables and/ or any other part/ device including software which is essentially required for making the equipment operational is required to be supplied alongwith the equipment.

22. Only those firms should respond who are manufacturers or authorized dealers. A Certificate to this effect with reference to this particular tender should be attached by tender(s). A general authorization letter is not acceptable.

23. Item-wise price should be quoted; in case of bundles price, the tender may be summarily rejected. Original technical brochure in support of each item quoted must be attached with the tender.

24. Supplier will provide operational and maintenance manual with flow chart diagram along with the machinery equipment.

25. Liquidity damages:- In case firm does not complete the supply/ installation within delivery period, action will be taking against the firm as per para 14.7(i) of the General conditions of the Contract (Form DGS&D – 1968 – Revised), Deptt. Of Supply, Ministry of Commerce.

26. Conditions for imported stores:-

- I. **The offers should be submitted by the tenderers on the F.O.R destination basis only.** However, the tenderer should clearly indicate the break up of prices viz. Net F.O.B./F.A.S. value, exclusive of profit, commission etc., insurance, freight, supported by manufacturer's/supplier's proforma invoice and clearing/handling charges at the Indian Port, profit margin and charges for despatch up to destination. The Agency Commission payable to the tenderer/Indian Agent/Associate in terms of the Agreement with their Principals/Manufacturers should be indicated both in foreign currency as well as in Indian rupee to be converted by applying T.T. Buying rate of Exchange ruling on the date of offer. (The agency commission finally payable to tenderer under the contract will, however, be converted in Indian rupees at the TT buying rate of exchange ruling on the date of placement of order which shall not be subject to any further exchange variation).
- II. **The purchaser reserves the right to place order on any basis. (FOR: Destination/ FOB/CIF)**

Signature of tenderer

III. Besides the above, the following particulars should also be furnished by the tenderers, the Indian Agents/Associates/and/or the foreign firms:

- i) "The precise relationship between the foreign Manufacturer/Principals and their Indian Agents/Associate.
- ii) The mutual interest which the manufacturer/Principal and the Indian agents/associates have in the business of each other.
- iii) Any payment which the Agent/Associate/receives in India or abroad from the manufacture/Principal whether as a commission for the contract or as a general retainer fee.
- iv) Indian Agent's Income-tax Permanent Account number.
- v) The Foreign supplier's Income-tax Permanent Account number.
- vi) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract.

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

IV a) Exchange Rate Variation:

- i) Tenderers quoting for imported stores in rupees on forward delivery basis should base their prices on a rate of exchange according to T.T. selling rate as quoted by any authorized Exchange Bankers approved by Reserve Bank of India and Ruling on the date of tender. The base date and rate of exchange adopted for the quotation, should be invariably indicated in the tender.
- ii) In the event of variation by more than 1 per cent (up or down) between the base rate and the rate of remittance to foreign Principals, the contract prices (limited only to that portion of the F.O.R. prices that are required to be remitted according to the contractual terms to the firm's foreign principals in foreign currency) will be subject to adjustment (up or down) in accordance with the T.T. selling rate of exchanges as quoted by any authorised Exchange Bankers ruling on the date the payment is made by the firm to their principals abroad which should not be beyond two weeks from the date on which initial payment is made by the purchaser to the contractor. No variation in price will, however, be allowed if the variation in the rate of exchange remains within the limit of 1 per cent plus or minus.

Signature of tenderer

iii) Any increase or decrease in the customs duty by reason of the variation in the rate of exchange will be to the buyer's account.

iv) No other charges will be affected by the change in the rate of exchange.

b) Custom Duty Variation:

i) For imported stores offered against forward delivery the tenderer shall quote prices thereof exclusive of customs duty. The tenderer shall specify separately the C.I.F. prices and total amount of customs duty, payable. They will also indicate correctly the rate of customs duty applicable along with Indian customs tariff number. Customs duty as actually paid will be reimbursed on production of the necessary documents i.e. (1) triplicate copy of the bill of entry and (2) copy of Bill of Lading and (3) a copy of foreign Principal's Invoice. Where, however, the tenderer imports the stores in question against his own commercial quota Import Licence, he will also be required to submit, in addition to the triplicate copy of Bill of Entry etc. a certificate from his International Auditor on the Bill itself to the effect that the following items/quantities in the Bill of Entry relate to the stores imported against DG/CISF contract number _____ dt. _____.

ii) Subsequent to the reimbursement of customs duty, the tenderer shall submit to the concerned Controller of Accounts, a certificate from his Statutory Auditor after the commercial audit of his account to the effect that he had not obtained any refund of the customs duty subsequent to the payment of duty to the customs authorities by him. In addition he shall also submit to the Controller of Accounts concerned a certificate from firm's Director/Manager/Proprietor/ Accountant immediately after a period of three months from the date of payment of the duty to Customs authorities to the effect that he has not applied for any refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

iii) In case the tenderer obtains any refund of customs duty subsequent to the payment of the same by him to the Customs authorities and reimbursement of the customs duty to him by the Controller of Accounts, he shall forthwith furnish the details of the refund obtained and afford full credit of the same to the purchaser.

iv) In case it is proposed to supply the stores partly imported and partly manufactured in this country, tenderers are requested to indicate clearly in their tender full details of the components which are proposed to be manufactured in India and components, which are proposed to be imported and their C.I.F. price.

Signature of tenderer

C. Performance Bond:-

If contract is placed as result of Invitation to Tender the supplier is required to furnish performance bond (in the prescribed form enclosed with T/E) @ 5% of order value valid for a period of 60 days beyond the date of completion of warranty/guarantee period in the shape of the Bank Guarantee in the required proforma. The performance guarantee will come into force after the installation and will remain valid for a period of 60 days beyond the date of completion of warranty/guarantee period. Firms, on their own, will have to direct their banker to extend the performance bond to be valid for a period of 60 days beyond the date of completion of warranty/guarantee period.

V. Agency Commission payment terms against FOB/FAS contracts: -

100% after successful installation & commissioning

VI. Special instructions regarding Guarantee/warranty, Insurance & Liquidated Damages for delay in supplies etc. are contained in DGS&D – 237.

SIGNATURE OF THE TENDERER :

NAME IN BLOCK LETTERS :

CAPACITY IN WHICH TENDER SIGNED :

FULL ADDRESS :

Signature of the Tenderer

ANNEXURE – I

1. The following amendments may be carried out in the pamphlet entitled " Conditions of Contract Governing the contracts placed by Central Purchase Organization of Government of India 1991 addition bearing Symbol DGS&D - 39 Form No. DGS&D -68 (Revised)".
 - 1.1. The definition of " Government " provided in clause 1 (b) page 2 of DGS&D Conditions of contract may be amended as under :-
"Government" means the Central Government.
 - 1.2 The definition of Secretary clause 1 (k) Page 3 of DGS&D conditions of contract may be modified as under :-
"Secretary" means Secretary of Ministry of Home Affairs for the time being in the administrative charge of the subject matter of contract and included Additional Secretary, Special Secretary, Joint Secretary, or Director or Deputy Secretary in such Ministry, DG, IG(HQrs. & Prov.), DIG/Prov. and AIG/Prov. in CISF (MHA) and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.
 - 1.3 Under clause 2(c) - Page 5 of DGS&D Conditions of contract, the word " Director General of Supplies & Disposals or heads of his concerned regional officers" may be replaced by Director General , Central Industrial Security Force, (MHA).
 - 1.4 Clause 24 i.e. Arbitration :- DGS&D may be replaced by DG/CISF wherever occur in this clause of DGS&D 68 (Revised).
 - 1.5 Similarly the reference to DGS&D wherever appearing may be suitably modified.
2. Following amendments may be carried out in the Pamphlet No. DGS&D -229 containing various instructions to tenderers.

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 -69 may be amended to read as Director General, Central Industrial Security Force, (MHA).

Signature of the Tenderer

PERFORMANCE STATEMENT FOR LAST THREE YEARS.

Name of firm

1	2	3	4	5	6	7	8	9
Contract No.	Description of Stores	Quantity	Value	Original Delivery Period.	Quantity supplied with original DP	Last supply Position	Extd. DP / Final DP	Present position with reasons for delay

Signature of the Tenderer

QUESTIONNAIRE

1. Name and Address of contractor :

2.(a) Whether registered with DGS&D for subject Store

YES	NO
-----	----

(b) If yes , Monetary limit (Enclose photocopy of Regn. Certificate) Rs. (lakh) (Without limit)

(c) Validity Date : Permanently :

3 (a) Whether registered with NSIC for subject store.

Yes	No
-----	----

(b) If yes, monetary limit (Enclose photocopy of Regn. Certificate)

(c) Validity Date : Permanently :

4. Whether you agree to submit advance sample if called upon to do so within specified period of 21 days.

YES	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).

YES	NO
-----	----

6. Terms of Delivery : "Free delivery to consignee"

YES	NO
-----	----

7.(a) Whether Excise duty extra

(b) If extra, rate of excise duty :
Assessable value Rs.:

YES	NO

- 8.(a) Whether Sales Tax extra :
- (b) If yes, rate of Central Sales Tax applicable at present.
- (c) Rate of local Sales Tax applicable at present
9. Discount offered if any
- 10(a) Delivery period in months from the date of placement of order/approval of Advance Sample.
- (b) Monthly rate of supply
- 11(a) Whether stores fully conforms to Tender Schedule Specifications in all respect.
- (b) If answer to 11(a) is "No", indicate the details of deviation on separate sheet.
12. Acceptance to conditions of contract as contained in DGS&D (Revised) amended upto 31.12.91 and those contained in Pamphlet No.DGS&D - 229 read with Annexure attached.
13. Whether required EM enclosed: (furnish details of EM document)
14. Whether you agree to accept 25% tolerance clause
15. Do you agree for arbitration clause

YES	NO.
%	
%	
%	
months.	
YES	NO.

YES	NO.
YES	NO.
YES	NO.
YES	NO.

Signature of Tenderer :-----

Name in Block letters :-----

Capacity in which tender is signed :-----

Full Address :-----

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LIST No.1

TENDERS 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 EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

1. Tender No.
2. Whether the stores offered fully conform to the technical particulars and specifications/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.
9. Confirm whether you have attached your latest /current ITCC or photo copy thereof.
10. 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 photo copy of the registration certificate indicating the items for which you are registered.

Signature of the tenderer

11. (a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered with Directorate of Industries of State Government concerned.
- (b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.
12. Please indicate :-
Name & Full address of your Banker . :
13. 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.)
14. Whether the tendering firm is/are :-

i) Manufacturer, (ii) Manufacturer's authorized agents, (iii) Holders in stock of the stores tendered for

N.B. If manufacturer's agents, please enclose with tender the copy of manufacturer's authorization.
15. If Stores offered are manufactured in India, please state whether all the 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 break up of the Indigenous and Imported components together with their value and proportion it bears to the total value of the store should also be given.
16. State whether raw materials are held in stock sufficient for the manufacture of the stores.

Signature of the Tenderer

17. Pleas indicate the stocks in hand at present time :

- (i) Held by you against these enquiry, (ii) Held by M/s -----
----- over which
you have secured an option.

18. Do you agree to sole arbitration by 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. If should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.)

19. 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 :-

(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 (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorising the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

(c) If the answer to either (a) or (b) is in the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be

Signature of the Tenderer

N.B. :

1) Please attach to the tender a copy of either document on which reliance is place for authority of partners on the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.

2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

20. Here state specifically :

- a) 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. If not state the reasons thereof. If any, also indicate the margin of difference.
- b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.

21. Are you

- (i) 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.
- (ii) Exempted from the licensing provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.

Signature of the Tenderer

- (iii) Whether you possess the requisite license for manufacture of the stores and / or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.
22. State whether business dealings with you have been banned with Min./Deptt of Supply/ Ministry of Home Affairs?
23. Please confirm that you have enclosed the required Earnest Money alongwith your offer (all firms who are not registered either with DGS&D or NSIC for stores specifically as per TE specifications are required to deposit EM alongwith the offer. Please read the enclosed EM conditions carefully before submitting Tender Documents.)
24. Please confirm that you have read all the instructions carefully and have complied with accordingly.

Signature of Witness :

Signature of Tenderer:

Full name & Address of witness in Block letters.

(1) Full Name & Address
of the persons
signing (In block
letters.)

(2) Whether signing as
Proprietor/Partner/Constituted
Attorney/ duly authorised by the
company.

FORM - 7

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

(THIS PROFORMA IS REQUIRED TO BE SUBMITTED IN TRIPLICATE)

Tender No. & Date -----

for the supply of -----

1. Name and Address of the firm :

2. a) Telephone No. Office/Factory/Works :

- b)Telegraphic address :

- c) Fax No. :

3. Location of Manufacturing Works/factory, factories owned by you (Documentary). In case you do not own the factory but utilise the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement that the factory of (Here indicate the name of the firm whose factory is being utilized) has been put at your disposals for the manufacture/fabrication of the stores for which registration has been applied for.

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

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

Signature of the Tenderer

6. Whether the process of manufacture in factory is carried out with the aid of power or without it.
7. Details and stocks of raw material held (state whether imported or indigenous) against each item.
8. Production capacity of each item with the existing plant & Machinery:
 - (a) Normal -----
 - (b) Maximum-----
9. Details of arrangement for quality control of products such as laboratory etc.,
10. (a) Details of Technical / Supervisory staff incharge of production & quality control.
 - (b) Skilled labour employed.,
 - (c) Un-skilled labour employed.
 - (d) Maximum No,. of workers (Skilled & Un-skilled) employed on any day during the 18 months preceding the date of application.

Signature of the Tenderer

11. Whether stores were tested to any standard specification. If so, copies of original test certificate should be submitted in triplicate.

PLACE :

DATE :

SIGNATURE & DESIGNATION OF THE TENDERER

N.B:

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

FORM - 68-A

TENDER NO.....

Full Name and address of the Tenderer in addition to Post Box No. if any should be quoted in all communications to this office.	Contractors Telegraphic Address: Telephone No(s) : Fax No. : City Code used:
---	---

From

Dear Sir,

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

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

3. The following pages have been added to and form part of this tender .

**Here paste coupon in case
where coupons are supplied to
contractors on payment**

Yours faithfully,

(SIGNATURE OF TENDERER)

ADDRESS :

DATED

SIGNATURE OF WITNESS

ADDRESS

CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY

1. All firms who are not specifically registered with NSIC or DGS&D for the stores for which the offers are being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
2. For claiming exemption from depositing earnest money, the tenderers should be registered with NSIC/DGS&D specifically as mentioned in the tender schedule. Firms which are not specifically registered for the stores with specifications as mentioned in the tender schedule, will be treated as unregistered, and shall be required to deposit earnest money as above.
3. Similarly, firms who are specifically registered for the stores with specified specifications with NSIC/DGS&D, but with a certain monetary limit, will be treated as unregistered for their tender value exceeding their monetary limit of registration. In case such firms fail to deposit EM, their offer for the tender value exceeding their ML is liable to be ignored.
4. The EM can be deposited in any one of the following alternative forms:
 - (a) Account Payee Demand Draft, Fixed Deposit receipts, Banker Cheque in favour of Pay and Accounts Officer CISF. The draft should be payable at New Delhi.
 - (b) Bank guarantee of any Nationalized / Schedule Bank or reputed commercial bank in the format attached.
5. The earnest money shall be valid and remain deposited with the Purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/ or any other document submitted in lieu of EM will also be suitable extended by the tenderer, failing which the tender after the expiry of the aforesaid period shall not be considered by the purchaser.
6. No interest shall be payable by the Purchaser on the EM deposited by the tenderer.
7. The EM deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
8. The EM of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.

Signature of the Tenderer

9. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the EM shall be liable to be forfeited by the Purchaser.
10. EM of all the unsuccessful tenderer shall be returned by the Purchaser as early as possible after the expiry of the bids validity, but not later than 30 days after placement of contract. Tenderers are advised to send a pre-receipted challan alongwith their bids so that refund of EM is made in time.
11. Any tender not accompanied with earnest money in any one of the approved forms acceptable to the Purchaser, shall be rejected.

Sd/-xxx
(S S GUSAIN)
Asstt. Inspector General/Prov
for and on behalf of President of India..

Signature of the Tender

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DIRECTORATE GENERAL
CENTRAL INDUSTRIAL SECURITY FORCE
(MINISTRY OF HOME AFFAIRS)
(PROCUREMENT BRANCH)

PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY

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

Bank Guarantee No.

Dated :

To,

**The Director General
Central Industrial Security Force,
Block No. 13 CGO Complex,
Lodhi Road, New Delhi -110003.**

Dear Sir,

Whereas

.....
(hereinafter called the "tenderer")
has submitted their offer dated for the
supply of

.....
(hereinafter called the "tenderer")
against the purchaser's tender enquiry No. KNOW ALL
MEN by these presents that WE..... of
.....having our registered office
at.....are bound unto

(hereinafter called the "tenderer")

in the sum offor 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
.....200.....

THE CONDITIONS OF THE 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 accept/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 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.

**TECHNICAL SPECIFICATION OF X-RAY SCANNING
SIMULATOR SOFTWARE SYSTEM**

1. It should be a computer based training programme specially designed for simulated training of at least four X-Ray screeners simultaneously.
2. The programme should simulate the detection and identification of the threat objects as good as in the real environment.
3. The quality and colour of simulated objects should be as good as in the real environment.
4. The system should have a training simulator and computer based comprehensive and interactive training package for testing and recording of the performance of screeners.
5. The system should be designed to train the security personnel on all current X-ray machines in India
6. The manufacturer/ supplier of the system should be primarily in the business of simulators for training X-Ray screeners.
7. The manufacturer/ supplier of the system should furnish proof of installation and training of similar nature at major International airports.
8. The system should run over existing LAN set up to having one server and minimum four work stations configured with CAT 6 cable.
9. The system should have a data bank of threat and non-threat objects.
10. It should have various tests designed to test the level of trainee at the end of the course.

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