

TENDER DOCUMENT FOR

SUPPLY OF INFLATABLE RUBBER BOATS

To

Assam State Disaster Management Authority

Tender No: ASDMA 08/2014/01

Issued on: 26th March 2014

Issued By:

**Assam State Disaster Management Authority
Assam Secretariat Complex
Dispur, Guwahati-781006**

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SECTION-1

1 NOTICE INVITING TENDER (NIT)

The Chief Executive Officer, Assam State Disaster Management Authority invites sealed Technical & Financial Bids affixing Court Fee stamp of Rs.8.25/- on the Technical Bid from reputed, experienced & financially sound Firm/Agencies/Dealers for supply of Inflatable Rubber Boats with 3 years comprehensive warranty & 1 year Annual Maintenance Contract (AMC) thereafter.

Tender documents shall be available from the office of Assam State Disaster Management Authority (ASDMA), Secretariat Complex, Assam Secretariat, Dispur, Guwahati-781006 on payment of non-refundable fee of INR 1,000/- (INR One Thousand only) by Demand Draft in favour of "CEO, Assam State Disaster Management Authority" payable at Guwahati. Complete tender documents are also available on ASDMA's website, as noted below:

<http://www.asdma.gov.in>

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document i.e. Rs. 1,000/- (Rupees One Thousand only) in the form of a demand draft along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Last date for seeking clarification, if any: 7 (Seven) days prior to the last date of submission of tenders. Bidders are advised to check the ASDMA website regularly for amendments, if any.

1.1 ELIGIBILITY CRITERIA

1. The Average Annual Financial Turnover of the bidder during the last 3 years, ending 31st March 2014, should be Rs 50 Lakhs.
(Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years).
2. The Bidder should not have been barred by any PSU/Govt. Dept. in doing business with them. (Please submit self-declaration).
3. Successful Bidder will be required to have VAT Registration in Assam/CST (as applicable).

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Interested and eligible Bidders are required to submit the Technical (including envelope containing supporting documents of eligibility criteria) and Financial Bids in 2 (two) separate sealed envelopes. The Technical Bid should be accompanied by EMD as specified in this Bid Document by the prospective Bidder. The EMD should be included in the same envelope containing the Technical Bid, while the Financial Bid along with the detailed terms and conditions will have to be furnished in the second sealed envelope. The Technical and Financial Bids together should be put in a separate third envelope and must be delivered to the Office of Assam State Disaster Management Authority, Secretariat Complex, Assam Sachivalaya, Dispur-6 on the date specified below.

1. The envelope containing the Technical Bid and the EMD will be opened on the specified date and time in presence of Bidders or their authorized representatives who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday, the due date for submission and opening of bids will be the following working day at the appointed times.

2. The summary of various activities with regard to this invitation of bids are listed in the table below:

	BID REFERENCE	Date & Time
1	Date of commencement of issue of Bid documents	26 th March 2014
2	Last date and time for purchase of Tender documents	21 st April 2014
3	Last date & Time for submission of Bids	28 th April 2014 (before 4 PM)
4	Date & Time of opening the Technical Bid for eligibility criteria.	Will be notified
5	Date & Time of opening of Financial Bid	Will be intimated to the qualified bidders by the Purchaser on the day of opening of technical bid or subsequently either through fax or through letter.
6	Place of issue of Bid Document; Bid	Office of the Assam State Disaster

	submission, and opening of Technical and Financial Bids	Management Authority, Opposite to State Bank of India, Secretariat Branch, Assam Sachivalaya, Dispur-6
7	EMD	Rs 1 Lakh


Chief Executive Officer,
Assam State Disaster Management Authority
Dispur, Guwahati.

SECTION-2

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 "Purchaser" means Assam State Disaster Management Authority.
- 2.1.2 "Bidder" means the reputed, experienced & financially sound Firm/Agencies/Dealer that participates in the tender and submits its bid.
- 2.1.3 "Goods/Products" means all the equipments including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4 "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former's offered goods/services.
- 2.1.5 "Purchase/Work Order (PO)" means the order placed by the Purchaser on the Supplier duly signed by the Purchaser's authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6 "Contract" means the Agreement entered in between the Purchaser and the Supplier, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 2.1.7 "Contract Document" means the document listed in the Agreement, including any amendments thereto.
- 2.1.8 "Contract Price" means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents include:-

- | | |
|-----------|-------------------------|
| Section 1 | Notice Inviting Tender |
| Section 2 | Instructions to Bidders |

Section 3	General Conditions of the Contract
Section 4	Special Conditions of the Contract
Annexure-I	Format of Performance Bank Guarantee (PBG)
Annexure-II	Format for Service Level Agreement
Annexure -III	Technical specifications and Bill of Quantity (BOQ)
Annexure-IV	Data sheet
Annexure -V	Price Bid schedule
Annexure -VI	List of Project Sites
Annexure-VII	Form of Contract Agreement

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.2 The amendments/Corrigendum will be notified on ASDMA Website and these amendments will be binding on them. Bidders are advised to visit ASDMA Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be **FOR destination** basis. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc.

However, **rate of taxes and duties included in the price offered should also be given separately from the basic price. The prices quoted by the bidder shall remain firm during the entire period of the contract** and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 EMD

- 2.8.1 The Bidder shall submit EMD amounting to Rs. 1 Lakh. EMD shall be in one of the following forms:-
- a. A Bank Guarantee issued by any Nationalized Bank in favour of the Purchaser valid for a period of 150 days from the date of tender opening.
 - b. Demand Draft from a Nationalized Bank in favour of **“CEO, Assam State Disaster Management Authority”**, payable at Guwahati.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as being non-responsive.
- 2.8.3 EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.8.4 The successful bidder's EMD will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5 EMD may be forfeited under the following circumstances:-
- a. If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b. In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - c. If he fails to supply the material in terms of the conditions of contract.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 150 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The EMD provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 FORMAT OF SIGNING OF THE BID

- 2.10.1 The bidder shall prepare two copies of the bid clearly marking one copy as "Original Copy" and the other as "Copy" & also provide softcopy of technical bid on CD-ROM in MS-Word format.
- 2.10.2 In the event of any discrepancy between them, the Original Copy shall prevail.
- 2.10.3 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.
- 2.10.4 All pages of the original bid except printed literature shall be initialed by the person signing the bid.
- 2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.13.1 The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

2.14 SUBMISSION OF BID

Bids are to be submitted in two bid form comprising of 1) Technical Bid (including envelope containing eligibility criteria) and 2) Financial Bid. Each of the bid documents is to be sealed. The documents to be placed under each of the sections are as follows:

1) Technical Bid: The Technical Bid will comprise of the following bidding documents

- Documentary evidence in respect of the eligibility criteria mentioned in Section-1.
- EMD.
- Demand Draft for INR 1,000/- in favour of "CEO, Assam State Disaster Management Authority." payable at Guwahati if the tender document is downloaded from the website.
- Data Sheet (**Annexure-IV**) mentioning complete technical specifications, make, model, name of suppliers/manufacturers and commercial terms etc. of the equipments offered. It may specifically be mentioned whether the quotation is strictly as per bid technical specifications. If not, deviations must be spelt out specifically, in the absence of which, the quotation may be rejected.
- Power of Attorney /Authorization with a seal of the company, of person signing the bid documents. All the pages of the Bid (original & copy) must be serially numbered, and kept in a file. Each page must indicate the page number of that page/the total number of pages the bid contains. For example, if the bid contains 99 pages in total, the marking on page 1 shall be "1/99", on page 2 it will be marked as "2/99" and so on.

2) Financial Bid: Financial Bid shall contain the **Price Bid Schedule** as per the format given in **Annexure-V** of the Bid Document.

2.14.1 A single sealed envelope containing both the envelopes (i.e. Technical Bid Envelope 1 & Price Bid Envelope 2 sealed separately) shall be addressed to the purchaser at the following address:

**To,
The Chief Executive Officer
Assam State Disaster Management Authority
Assam Secretariat Complex,
Guwahati-781006**

The envelopes should be super scribed "**TENDER FOR Supply of Equipments use for Emergencies: DO NOT OPEN**"

The tender box shall be sealed at the stipulated deadline for submission.

The tender box shall be opened at the stipulated time of opening in the presence of intending bidders.

For any queries/ information the bidder can contact at the address mentioned below:

Assam State Disaster Management Authority
Assam Secretariat Complex,
Guwahati-781006
Email ID: asdmaghy@gmail.com
Tel: 0361-2237221, Fax: 0361- 2237010

- The inner and outer envelopes shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.
- **VENUE OF TENDER OPENING:** Tender shall be opened in the office of **Assam State Disaster Management Authority, Assam Secretariat Complex, Dispur, Guwahati-781006** at the time on the due date mentioned in the N.I.T. If due to any administrative reason the venue of Bid opening is changed it will be duly intimated.
- Offer received through Fax/E-mail or through open letter shall be ignored.

2.15 OPENING OF TECHNICAL BID

2.15.1 The Purchaser shall open the Technical Bid in the presence of the bidder or their authorized representatives, who choose to attend at date and time specified in the NIT. The authorized representatives, who remain present, shall sign the Attendance Register.

2.15.2 A maximum of two representatives authorized by any bidder shall be permitted to attend the bid opening.

2.15.3 The date fixed for opening of bids, if subsequently declared as a Govt. holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2.16 OPENING OF FINANCIAL BID

Financial Bid of only those bidders will be opened whose Technical Bids are found to be qualified and acceptable to ASDMA. Authorized representative of the bidders may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

2.17 EVALUATION OF BIDS

2.17.1 Tenders will be evaluated based on **Technical** and **Financial** Bids.

In case of **Technical bid**, tenders will be evaluated on the following basis:-

- 1) Meeting of all qualifications as specified in the eligibility criteria
- 2) Whether items are quoted as per the specifications
- 3) EMD
- 4) Tender document fee for those who have downloaded the tender document from ASDMA website
- 5) Meeting of all specifications as specified for the different items mentioned in **Annexure III**.

2.17.2 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid, which does not constitute a material deviation.

2.17.3 **Financial Bid** of only those bidders who qualify the Technical Bid shall be opened at the time and date to be notified separately.

2.17.4 Financial Bids will be evaluated on the ranking that shall be carried out on the landed price of goods offered inclusive of all taxes

2.17.5 The Purchaser does not bind himself to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and altering the quantities offered and the tenderer shall supply the same at the rate quoted.

2.17.6 ASDMA shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.18 PURCHASER'S RIGHT TO VARY QUANTITIES

2.18.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.18.2 In case of division of order among a number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.19 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept the lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.20 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.20.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.20.2 The notification of the award will constitute the formation of the contract
- 2.20.3 The successful bidder will furnish the Performance Bank Guarantee (PBG) within 10 days of the notification.
- 2.20.4 Upon successful bidder furnishing the PBG, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.

2.21 SIGNING OF CONTRACT

- 2.21.1 At the time when the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreement between the parties.
- 2.21.2 Within 7 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the Bidder.

2.22 CANCELLATION OF LETTER OF INTENT

- 2.22.1 Failure of the successful bidder to comply with the requirement of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser will have the discretion to make the offer to any other bidder or call for new bids.

2.23 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.24 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until the completion of delivery in full. The Schedule of delivery shall be the essence of the contract.

SECTION - 3

3 GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices quoted by the bidder in the Price Bid Schedule (**Annexure V**) shall remain valid for a period of 1 year from the date of signing the contract between the Purchaser and the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications (**Annexure III**).

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE BANK GUARANTEE

3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Bank Guarantee amounting to 10% of the contract/P.O. value issued by a Nationalized Bank in the prescribed format given in this tender(**Annexure-I**).

3.4.2 The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

3.4.3 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.

3.4.4 As regards validity of Performance Bank Guarantee, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- 3.5.3 If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- 3.5.4 As regards Inspecting Authority and other details please refer to Special Conditions of the Contract (Section-4).

3.6 TRAINING

- 3.6.1 The Bidder shall provide all training materials and documents and aids.

3.7 WARRANTY

- 3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and

free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser, who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods after the goods have been taken over.

3.7.2 However, the warranty period specified, if any, in the Special Conditions of Contract (Section - 4) the same shall rule.

3.7.3 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the warranty period. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

3.7.4 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE IN ORDERS

3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.10.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

3.10.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.10.4 LD can be recovered from any dues of the Supplier.

3.11 ARBITRATION

3.11.1 In the event of any dispute arising between ASDMA and the Supplier in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

3.12 RISK PURCHASE

3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.13 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee of the Supplier. In the event of the Performance Bank Guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Purchaser on demand the remaining balance due.

3.14 PACKING

The supplier shall ensure that the Goods/Equipment are securely and adequately packed to ensure safe arrival at the destinations fully withstanding all hazards such as rough handling etc. during transit.

3.15 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.15.1 If any equipment or any part thereof, is found defective or fails to meet the

requirements of the contract before it is accepted, ASDMA shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by a good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.15.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.16 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be the reason of such an "eventuality" and be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CEO, ASDMA, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over

from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.17 TERMINATION FOR DEFAULT

3.17.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- If the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser.
- If the Supplier fails to perform any other obligation(s) under the contract; and
- If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to the above para, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.18 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.19 ADD ON/REPEAT ORDER

ASDMA reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within 1 years from the date of issue of purchase order.

SECTION - 4

4 SPECIAL CONDITIONS OF CONTRACT

The following special conditions of the contract shall supplement the general conditions of the contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of the contract.

4.1 PRICE BASIS

F.O.R. Destination basis, the list of project sites is given at **Annexure-VI**

4.2 PAYMENT TERMS

Payment will be released by the Assam State Disaster management Authority in Indian Rupees as follows:

- 90% payment within 90 days from the date of supply and installation at the F.O.R destination.
- 10% within 90 days of successful installation and commissioning at each F.O.R destination, subject to certificate from the concerned authority that material has been successfully installed and commissioned, and working satisfactorily.

No payment will be made for goods rejected on testing.

4.3 PAYING AUTHORITY: Assam State Disaster Management Authority
(ASDMA)

4.4 CONSIGNEE: As per the List enclosed at **Annexure-VI**

4.5 INSPECTING AUTHORITY

The Inspecting Authority will be nominated at the time of issue of Purchase Order.

4.6 DELIVERY SCHEDULE

Within 6 weeks from the date of issue of purchase order.

4.7 LIQUIDATED DAMAGES (LD)

Shall be applicable @ 2% per week subject to a maximum of 10% of the P.O. value

4.8 PERFORMANCE BANK GUARANTEE (PBG)

The bidder is required to submit PBG for an amount equivalent to 10% of the P.O. value valid up to end of Warranty Period.

4.9 WARRANTY

Comprehensive onsite warranty for 3 years for all goods supplied. Services and Spares under warranty will be provided free of cost at sites. After expiry of the warranty period, the supplier shall enter into an Annual Maintenance Contract (AMC) with the purchaser for a period of 1 year. **AMC rates will also be quoted in the Financial Bid** submitted by the supplier.

4.10 SERVICE LEVEL AGREEMENT (SLA)

No Equipment should be down for more than 10 days in a month. Otherwise, penalty of Rs. 100/- per day per equipment is liable to be imposed from the Supplier.

The successful bidder shall be required to sign the Service Level Agreement (Annexure-II) with the end user based on the operation requirements.

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

To

**The Chief Executive Officer
Assam State Disaster Management Authority (ASDMA)
Guwahati**

OUR LETTER OF GUARANTEE No. : _____

In consideration of "ASDMA", having its office at the Assam Secretariat Complex, Dispur (INDIA) (hereinafter referred to as "ASDMA") and having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with /on M/s _____ (hereinafter referred to as "The Supplier").

WHEREAS, the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ / Purchase Order No. _____ dated _____ and ASDMA having agreed that the Supplier shall furnish to ASDMA a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ (after the completion of the warranty period) including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory
Manager
Seal of Bank

FORMAT FOR SERVICE LEVEL AGREEMENT

Terms of the Service Level Agreement would be as under:

Equipments for District Disaster Management Authority (DDMA) (Annexure-III):

1. All the supplied goods should be under ONE YEAR on site comprehensive warranty including replacement of defective spare parts.
2. Bidder guarantees an uptime of 95% for the entire system failing which a penalty of Rs. 100/- (Rs. One hundred) per day per equipment will be recovered from the Bank Guarantee or the Payment due to the Vendor.
3. For all locations, the response time for maintenance call of equipments should not exceed 24 hours. The Service down time should not exceed 48 hours from the time at which the complaint was made for these locations. If the down time is more than the stipulated period, the Supplier will provide a stand by Service. In case the Service is not provided or an alternative Service not arranged within the stipulated period from the time of failure report then the Purchaser may choose to get the same Serviced from any other agency and the cost and expenditure incurred therein shall be recoverable from the Supplier.
4. In case the equipments are not made operational within 21 days (three weeks) from the lodging of the complaint, Bank Guarantee provided by the bidder to ASDMA shall be invoked in respect of equipment during warranty period.
5. All other suitable terms & conditions from the above tender would be made part of this.

The Downtime of the equipment starts from the time ASDMA's complaint is lodged/logged in at the bidder address as provided by the bidder for escalating complaints. Any delay in this shall be excluded from the availability calculations. The complaint can be logged during working hours (9.00 AM - 6.00 PM on all working days, excluding Sundays & National Holidays). Any delay in escalating a complaint shall be excluded from the availability calculations.

Technical specifications and Bill of Quantity (BoQ)

Annexure-III

Equipments for District Disaster Management Authority (DDMA):-

Equipments for District Disaster Management Authority (DDMA):-

Quantity: 100

Warranty: 3 years + 1 yr AMC on expiry of warranty (AMC rate is to be quoted in the Financial Bid)

SI No	Specification of the Inflatable Rubber Boats
01	The boats shall be inflatable with air pressure by foot pump and electrical pump(12 Volt DC)
02	The boats shall be suitable for 7-10 persons or for 2000 lbs weight
03	The boat shall have reinforced strip under air chamber and keel rubbing strake for extra strength under the main air chamber
04	The design of the boat shall be such that it shall have minimum four separate air chambers out of which minimum three air chambers shall be main hull and one air chamber shall be in inflatable keel
05	The hull, air tubes (chamber), keels shall be made from Hyplon with 1670 DENIER. The fabric to carry an approval of BSMA(British Standard Manufacturer Association)16 or IMO(International Maritime Organization), LSA(Life Saving Appliance) regulation or equivalent
06	The boat shall be provided with plastic coated Transom to form a water proof cocoon
07	The exterior size of the boat shall be minimum 4200mmX 1800mm
08	The interior size of the boat shall be minimum 2925 mmX1000mm
09	The deflated size of hull shall be approx. 1150X650X350 mm and floor board shall be 775X 1000X150 mm
10	Diameter of the tube shall be minimum 19"
11	There shall be inflatable keel of 7" diameter for stability in water and swift water rescue

12	The seams of the boats shall be quadruple overlap
13	The air valves shall be one way type of approved type and make
14	There shall be 5/8 grab lines alongside for safety
15	The weight of the boat without floor board & OBM shall not be more than 187 lbs
16	The floor board shall be interlocking types of polyethylene material / marine plywood with fibre glass reinforced plastic coating with carry bags
17	The boats shall have round /colonial pontoons for rapid planning
18	There shall have built oarlocks for easy rowing
19	There shall be two stainless steel D ring for towing
20	The boat shall have four carrying handles
21	There shall be strake around hull and under keel for extra protection
22	There shall be two layers of material on lower tubes for better abrasion and puncture resistance
23	There shall be two self-bailing drain valves
24	The design of the hull shall be wide beam type for better stability
25	The boat shall be supplied of carrying bags
26	The boat shall be supplied with Bow storage bag and repair kit
27	The boat shall have quick attachment for OBM
28	There shall be two paddle provided for emergency rowing
29	The boat should be compatible with 25HPOBM

Sl. No.	Specification of OBM
01	Ignition system and starting of engine shall be electrical type
02	Model 25 HP Four Stroke
03	The boat shall be provided with outboard motor which can be quickly attached whenever required
04	The OBM shall be of reputed make
05	The engine of the out board motor shall be of four strokes, three cylinder in-line gasoline engine
06	The Capacity of the OBM should be developing 25 H.P.
07	The RPM of the engine shall be 5000-6000
08	The engine shall have electric fuel injecting system
09	The Engine Cooling system shall have water cooled type with Thermostat
10	The gear ratio shall be 2.00:1 or better
11	The trim system shall be manual type
12	The exhaust system shall be through prop.
13	The lubrication system shall be wet sump with pressure
14	The engine shall be Ultra low emission ratings
15	The length of engine shaft shall be 15-20''
16	The engine and drive line shall be fitted in enclosed housing to protect from sea water
17	The dry weight shall not be more than 75 kgs

Datasheet

SI No	Item	Make	Model No.	Specifications	Total quantity	Compliance Yes/No	Remark

List of Project Sites

SL NO	DISTRICT	Proposed allocation	Site for delivery
1	Baska	2	District Head Quarters/DC Office
2	Bongaigaon	2	
3	Barpeta	6	
4	Cachar	2	
5	Chirang	2	
6	Darrang	4	
7	Dhemaji	6	
8	Dibrugarh	4	
9	Dhubri	6	
10	Goalpara	4	
11	Golaghat	4	
12	Hailakandi	4	
13	Jorhat	6	
14	Kamrup	4	
15	Kamrup(M)	2	
16	Karimganj	2	
17	Kokrajhar	2	
18	Lakhimpur	6	
19	Morigaon	6	
20	Nagaon	6	
21	Nalbari	4	
22	Sonitpur	6	
23	Tinsukia	6	
24	Udalguri	2	
25	Sivasagar	2	
Total		100	

Form of Contract Agreement

AGREEMENT

This Agreement, made the _____ day of _____ 2014, by and between

(name and address of Purchaser hereinafter called "the Purchaser") and

(name and address of Supplier hereinafter called "the Supplier") of the other part.

Whereas the Purchaser is desirous that the Supplier execute _____

(name and identification number of Contract hereinafter called "the Contract")

and the Purchaser has accepted the Bid/Quotation submitted by the Supplier for the execution and completion of such Contract.

Now this Agreement witnesses as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The General Conditions and Special Conditions of the contract document (enclosed) as contained in the Tender Document. No. RGR/ASDMA/18/2013/170 constitutes part of this contract agreement and terms and conditions contained therein will be binding on the Purchaser and the Supplier.

In Witness whereof the parties hereto have caused this Agreement to be executed on _____, 2014

Signed By _____

(the Purchaser)

Signed By _____

(the Supplier)