



**UTTARAKHAND STATE DISASTER MANAGEMENT AUTHORITY**  
**DEPARTMENT OF DISASTER MANAGEMENT**  
**GOVERNMENT OF UTTARAKHAND**

USDMA BUILDING, PLOT No. 36, IT PARK, SAHASTRADHARA ROAD, DEHRADUN-248013 (U.K.)

**NAME OF TENDER**

**SUPPLY AND DELIVERY OF EMERGENCY ESSENTIAL RESOURCE RESERVE  
(EERR) KITS IN 11 DDMA OFFICES OF UTTARAKHAND STATE THROUGH  
UTTARAKHAND STATE DISASTER MANAGEMENT AUTHORITY (USDMA)**

**TENDER REF. No.- 02/GOODS/EERR/USDMA/2024**

**TENDER INVITING AUTHORITY**

NAME OF THE EMPLOYER : ACEO (ADMIN), USDMA  
ADDRESS : USDMA BUILDING, PLOT No. 36, IT PARK,  
SAHASTRADHARA ROAD, DEHRADUN- 248013,  
UTTARAKHAND (U.K.)

DATE OF ISSUANCE OF TENDER:

**4<sup>TH</sup> OCTOBER 2024**

### **DISCLAIMER**

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Uttarakhand State Disaster Management Authority (USDMA) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is neither an offer nor invitation by USDMA to the Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender document (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtains independent advice from appropriate sources.

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

USDMA, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Bid Stage. USDMA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender document.

USDMA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document. The issue of this Tender document does not imply that is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

USDMA reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender document, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

## C O N T E N T S

| <b>Sl. No</b> | <b>Description/ Clause</b>     | <b>Section/<br/>Annexures</b> | <b>Page No.</b> |
|---------------|--------------------------------|-------------------------------|-----------------|
| 1             | Notice Inviting Tender         | -                             | 3 - 5           |
| 2             | Instructions to bidders        | Section-I                     | 6 – 13          |
| 3             | Schedule of Requirement        | Section-II                    | 14 - 20         |
| 4             | Eligibility Criteria           | Section-III                   | 21 - 23         |
| 5             | Forms & Formats                | Annexure-1, 2, 3<br>4 & 5     | 24 - 35         |
| 6             | General Conditions of Contract | Section-IV                    | 36 - 50         |
| 7             | Special Conditions of Contract | Section-V                     | 51 - 55         |
| 8             | Article of Agreement           | Annexure-5                    | 56 - 58         |
| 9             | Security Deposit Format        | Annexure-6                    | 59              |

### **NOTICE INVITING TENDER**

Uttarakhand State Disaster Management Authority (USDMA) invite E-tenders from established Firms for **Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits In 11 DDMA Offices of Uttarakhand State Through Uttarakhand State Disaster Management Authority (USDMA)**

|    |                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Name of Work                                                                                         | <b>Supply And Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA Offices of Uttarakhand State Through Uttarakhand State Disaster Management Authority (USDMA)</b><br><br><b>List is attached under Section-III of this Tender Document.</b>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2  | Cost of Tender Documents cum processing Fee (Non-refundable)                                         | <b>Rs. 5,000/- plus GST @18% Total 5900/-</b> in DD form in the name of ACEO (Admin), USDMA payable at Dehradun                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3  | Earnest Money Deposit (EMD)                                                                          | <b>INR 4,00,000/- (Rupees Four Lakh Only)</b> in the form of DD/Bankers Cheque/FDR/BG only issued by any Nationalized/ Scheduled Bank as per RBI Act, drawn in favor of <b>"ACEO (Admin), USDMA"</b> payable at Dehradun.<br>EMD of unsuccessful contractors will be returned & EMD of the successful contractor will be returned on receiving Performance Security Deposit (PSD).<br><br>The Bid Security/EMD shall be valid for atleast 180 days from the Bid submission Date.                                                                                                                                                                                                         |
| 4  | Security Deposit (ISD)                                                                               | The successful Contractor whose tender is accepted by the USDMA, shall be bound to deposit a sum equivalent to <b>5% of accepted "Annual Contract Value (Including GST)"</b> as Performance Security Deposit (PSD) in the form of DD/Bankers Cheque/FDR/BG only issued by any Nationalized/ Scheduled Bank as per RBI Act, favoring <b>"ACEO (Admin), USDMA"</b> payable at Dehradun.<br>BG should be Non-Transferable, Unconditional & Irrevocable.<br><br>The Performance Security Deposit shall be valid for Sixty (60) days after the date of completion of performance obligations or contract period. In case of further extension, PSD shall be extended accordingly by the firm. |
| 5. | Date for Downloading of Tender Document (Technical and Price Bid)                                    | 04/10/2024 from 02:00 PM<br>from Website: <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6  | Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting. | 07/10/2024 up to 05:00 PM<br>Email: <a href="mailto:usdmauttarakhand@gmail.com">usdmauttarakhand@gmail.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7  | Pre-Bid Meeting                                                                                      | 10/10/2024 at 11.00 AM at USDMA Building, Dehradun                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|    | (Online/Offline)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | (Separate link shall be provided one day before)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8  | <p>Last date &amp; time for submission of following original documents.</p> <p>In sealed Envelope marked as “Original Document for <b><u>Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA Offices of Uttarakhand State through Uttarakhand State Disaster Management Authority (USDMA)</u></b>” to the office of USDMA at the address mentioned hereinbefore by the stipulated date.</p> <ol style="list-style-type: none"> <li>EMD of specified amount in specified form only</li> <li>Demand Draft of specified amount (non-refundable) towards cost of Tender documents cum Tender Processing Fee</li> <li>Letter of Bid.</li> <li>Original Power of Attorney</li> <li>Affidavit for Correctness of Information</li> </ol> | <p><b>Up to 01:00 PM on 19/10/2024</b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>It is the sole responsibility of the bidder to ensure submission of the <b>Original Documents (Tender Fee, EMD, Technical Bid Submission Form, Original Power of ATTORNEY, Affidavit for Correctness of Information)</b> along with the bid by the last stipulated date and time (19/10/2024 upto 01:00 PM) at the following address:<br/><br/>Room No. 509,<br/>5<sup>th</sup> Floor, USDMA Building,<br/>36 IT Park, Sahastradhara Road,<br/>Dehradun- 248013, Uttarakhand<br/><br/>The USDMA shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. No grievance will be accepted in this regard.</li> <li>Tenders received without EMD &amp; Tender Fee shall be summarily rejected.</li> </ol> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li><b><i>MSME Exemption will be given as per extant rule of the Uttarakhand State Government. Relevant document/ Certificate needs to be submitted for claiming the exemption.</i></b></li> </ul> |
| 10 | Address for submission and opening of Technical Bid & Pre bid meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Room No. 509,<br>5 <sup>th</sup> Floor, USDMA Building,<br>36 IT Park, Sahastradhara Road,<br>Dehradun- 248013, Uttarakhand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11 | Date and Time of Opening of Technical Bid (online)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 19/10/2024; 03:00 PM at the above address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 12 | Date and Time of Opening of Online Price Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Will be notified later via Email/USDMA’s official website or through the e-portal Website:<br><a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13 | Bid Validity Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>180 days from the last date of submission of bids on e-procurement portal i.e., <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 14 | Date of Commencement of supply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Within 15 days of issuance of Letter of Award (LoA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 15 | Penalty/Liquidated damages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | As per the relevant clause in the tender document and/or as per the provisions stated in the Uttarakhand Procurement Rules 2017 (as amended)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 16 | Payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | As per the relevant clause in the tender document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

2. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

3. USDMA reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard and this shall be legally acceptable and binding to the bidders.
4. Tenders can be downloaded from [www.uktenders.gov.in](http://www.uktenders.gov.in)
5. Documents submitted by the vendor should be signed & uploaded.
6. In case of bidders seeking EMD/ Bid Security exemptions, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) in their bid as per format given as Annexure-4. The BSD shall be drawn in favor of the ACEO (Admin), USDMA. A self-attested scan of the original BSD should be uploaded along with bids.
7. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in **each and every column and row** of the Formats. *The applications received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder's risk and responsibility.*
8. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

| S. No. | Particulars                 | Contact Number/ Email      |
|--------|-----------------------------|----------------------------|
| 1.     | USDMA Office Contact Number | 0135-2710334/335           |
| 2.     | USDMA Official Email        | usdmauttarakhand@gmail.com |

9. Conditional tenders shall be summarily rejected.

ACEO (Admin), USDMA  
 USDMA Building,  
 36 IT Park,  
 Sahastradhara Road,  
 Dehradun- 248013, Uttarakhand

## **INSTRUCTIONS TO BIDDER**

### **1. Purpose:**

Bids are invited to Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State through Uttarakhand State Disaster Management Authority (USDMA), Dehradun.

### **2. Invitation:**

The bidders desirous of taking up the project for supply of EERR kit for various district Uttarakhand through USDMA are invited to submit their technical and financial bid in response to this Tender. We seek bids from Bidders who have the necessary experience, capability & expertise to supply of EERR kit for various district through USDMA Dehradun adhering to USDMA requirement outlined in this Tender.

This Tender document is not an offer by USDMA, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of USDMA with the successful Bidder.

### **3. Eligibility Criteria:**

Bid is open to all Bidders fulfill the eligibility criteria as per section III

### **4. Disclaimer:**

The bid document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. USDMA has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, USDMA is entitled to issue corrigendum to Tender (to be posted in website only) relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

### **5. Clarifications & Amendments:**

If deemed necessary the USDMA may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

## **6. Bid Integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the USDMA may take. All the bids with accompanying documents will become property of USDMA.

## **7. Format and Signing of Bid**

- i. The bidder should prepare submission as per eligibility criteria, Technical Bid, Price Bid and other requested information.
  - ii. All pages of the Bid document shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document. A complete bid shall be scanned in readable format and will be uploaded on e-portal.
8. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the pre-bid meeting through E-mail at [usdmauttarakhanda@gmail.com](mailto:usdmauttarakhanda@gmail.com).
  9. At any time prior to the deadline for submission of bids, USDMA may modify or alter the bidding document by issuing an amendment on e-portal only.
  10. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
  11. Any clarification issued by USDMA will be in the form of an addendum / corrigendum and will be available on [www.uktenders.gov.in](http://www.uktenders.gov.in) and/or departmental website [www.usdma.gov.in](http://www.usdma.gov.in). The amendment will be binding on all bidders. USDMA, at its discretion may extend the deadline for submission of bids which shall be informed to all through e-portal.
  12. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
  13. Bidder received after the due date and time are liable for rejection. USDMA reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard and this shall be legally acceptable and binding to the bidders.
  14. Bidder shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender on e-portal.
  15. The rate should be quoted in Indian Currency only.
  16. In quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the bid validity period i.e; 180 days from the date of bid opening. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.

17. The USDMA may accept the lowest tender and reserves the right to acceptor reject any or all the tenders without assigning any reason whatsoever.
18. The bidder shall deposit a sum of **INR 4,00,000/- (Rupees Four Lakh Only)** as Earnest Money Deposit and **INR 5,900/- (Rs. Five Thousand Nine Hundred Only)** as Non-Refundable cost of tender along with the tender document. This EMD (Earnest Money Deposit) and Cost of Tender Document shall be in the form of FDR/BG (DD for tender fee) from any nationalized bank or from a scheduled bank drawn in favour of USDMA, payable at Dehradun.
19. No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
20. If any bidder withdraws his bid before the said period or make any modifications in the original terms and conditions of the tender, the USDMA shall, without prejudice to any other right or remedy, be at liberty to cancel such bidder and forfeit full value of the EMD as aforesaid.
21. No alterations or additions are to be made by the bidder to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the USDMA.
22. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
23. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
24. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law Central/State prevalent will be made as per Rules.

**25. PROCEDURE OF BID SUBMISSION:**

**A. Technical Bid**

- (i) The bidders are advised to submit following original documents in sealed Envelope marked as "Original Document for Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State through Uttarakhand State Disaster Management Authority (USDMA), by the stipulated date and time.
- a) DD/Banker's Cheque/FDR/BG of specified amount of EMD
  - b) Demand Draft of specified amount (non-refundable) towards cost of Tender documents cum Tender Processing Fee
  - c) Letter of Bid.
  - d) Original Power of Attorney
  - e) Affidavit of Correctness of Information
  - f) Submission of samples of each item described under the Schedule-II at the Employer's below mentioned address on the last date of submission of bids.
- Address for submission of Samples is:

***USDMA Building,  
36 IT Park, Sahastradhara Road, Dehradun- 248013 (U.K.)***

**Note:**

- (i) The samples once approved by the Authority will not be changed at any stage. The bidder will be responsible to supply and deliver the items similar to the approved ones. Any deviation in this will result to the rejection of the bidder's bid.
- (ii) All the above document shall also be uploaded on e-portal with supplier's technical bid.
- (iii) Bidders not submitting any one or more documents mentioned above and elsewhere in this document shall be declared as not eligible. The all above document shall also be submitted online on e-portal.
- (iv) A complete scanned bid with all original document mentioned above shall be uploaded on e-portal [www.uktenders.gov.in](http://www.uktenders.gov.in).
- (v) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidders.
- (vi) The bidding under this contract is electronic bid submission through website <http://uktenders.gov.in>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under USDMA is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of Lots for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC), for signing and encryption issued by the same Certifying Authority, in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <http://uktenders.gov.in> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

The completed bid comprising of documents, should be uploaded on the website given above through e-tendering along with scanned copies (clearly readable) of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security in case it is provided in the form of BG.

## **B. Financial Bid.**

Financial bid shall be uploaded in following two parts

- i) Bill of Quantity in excel format
- ii) Financial Bid submission form in PDF format as per annexure-II

**Note:-** 1. The bidder must submit technical parts of the bid in the technical envelop and financial parts (BOQ & Financial Bid Submission Form as per the format given in the document as Annexure-2) in the Financial envelop. If the bidder submits technical information in the financial envelop or vice versa, the bid shall be deemed not eligible.

The Financial Bid Submission Form as per the format given in the document as Annexure-2 must be completed and submitted /uploaded on the e-portal ([www.uktenders.gov.in](http://www.uktenders.gov.in)) in PDF form in the Financial Envelope along with the BOQ. The Financial Bid Submission Form shall be the part of Commercial Bid and if the bidder fails to submit Financial Bid Submission Form, the bid shall

be deemed non-responsive

## **26. EVALUATION OF TECHCICAL BID**

- A. Technical bids of the participated bidder shall be evaluated as the eligibility criteria mentioned in section III of this document and compliance of all the documents required in the Tender Document. In case of non-submission of required documents or non-submission of sample items and non-compliance of eligibility criteria, the bidder shall be considered as not eligible for Financial Bid opening and the shall be rejected.

## **27. EVALUATION OF FINANCIAL BID**

### **A. Evaluation of Financial Bid**

1. The Bidders qualified in the Technical Bid evaluation as per the eligibility criteria (Section-III) shall only be allowed to open the price bid by the employer.
2. The financial evaluation shall be done on the basis of BOQ (in excel sheet) and Financial Bid Submission Form (as per Annexure-2) in PDF submitted on e-portal. ***In case non submission of Financial Bid Submission Form or incomplete Form submission the bidder shall be considered as not eligible and the bid shall be rejected.***
3. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the prequalification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present/previous employer.
4. The USDMA reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

Note:-

1. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event as per the requirement of e-portal [www.uktenders.gov.in](http://www.uktenders.gov.in)

## **28. Selection of L1 Bidder**

It is hereby notified to all bidders that the L1 (Lowest Price) bidder will be selected based on the total value of all items mentioned in the Bill of Quantities (BoQ).

***The bidder offering the lowest price for a particular item listed in the BoQ will be considered as the L1 bidder for that item and shall be eligible for contract award. Also, the total aggregated price must not exceed the Fixed Budget Ceiling, as well.***

**Note:**

- The BoQ includes all items specified in the tender documents.
- The lowest value for a particular item will be considered for L1 for that item.
- The bidder must ensure completeness and accuracy of their bid.

## **NOTICE TO BIDDERS**

Bidders, please note that your bid rates must be inclusive of all charges, including:

- Packaging
- Transportation costs including loading and unloading till DDMA offices
- Insurance premiums
- Transit risks and liabilities
- All applicable taxes, duties, and levies

The bidder shall ensure that their quoted price encompasses all expenses associated with delivering the goods to the designated DDMA offices.

No separate claims for additional charges will be entertained.

## **29. Financial Ceiling:**

The maximum total budget allocated for **One Emergency Response and Rescue (EERR) kit** is **₹19,00,000/- (Indian Rupees Nineteen Lakhs only)**, inclusive of all applicable taxes, including Goods and Services Tax (GST).

### **Note:**

- The budget includes all costs associated with the supply & delivery of the EERR kits.
- The bidder shall ensure that all taxes, duties, and levies are included in the quoted price.
- Bidders must ensure that their quoted prices do not exceed this ceiling.

## **30. CHANGES IN LAWS AND REGULATIONS**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

- 31. Sub-Contracting or Joint Venture is NOT ALLOWED**, if at any stage, it is found that, the bidder has sub-contracted the contract, then USDMA will terminate the contract immediately without giving any Notice to the contractor in the public/ administrative/ or project interest.

## **32. FAILURE TO SUPPLY**

If the L1 (Lowest Rated) bidder fails to deliver the item(s) within the stipulated timeframe or fails to fulfill any other contractual obligations, the USDMA reserves the right to:

- Forfeit the Performance Security Deposit (PSD):** The Performance Security deposited by the bidder shall be forfeited;
- Blacklisting:** The bidder will be blacklisted in Uttarakhand State for a period of at least 2 years and shall be ineligible to participate in any government procurement processes during the period; and
- Notify the L2 (Next Lowest Rated) bidder to supply the items at the L1 rate.

L2 Bidder shall:

- Accept the notification and deliver the items at the L1 rate; or
- Declines or fails to deliver within the specified timeframe, the USDMA shall:
  - Forfeit L2's PSD and blacklist the bidder as described above and
  - Proceed with the next ranked bidder.

### **33. Price Quotation Guidelines:**

Bidders shall quote item prices less than or equal to the Maximum Retail Price (MRP) wherever possible. In cases where the bidder's quoted price exceeds the MRP, the Employer reserves the right to:

- a. Reject the bid.
- b. Request revision of the price to match the MRP.
- c. Consider the MRP as the quoted price for evaluation purposes.

#### **Contract Pricing:**

The contract price will be based on the accepted quoted price or the MRP, whichever is lower.

#### **Bidder's Acknowledgement:**

By submitting their bid, bidders acknowledge their understanding and acceptance of these price quotation guidelines.

### **34. Quantity Variation:**

Quantities may increase or decrease by up to 15% due to operational requirements, without affecting unit rates or overall contract value.

### **35. Responsibility For Sub-Standard or Damaged Products**

If the Bidder delivers sub-standard products or products are damaged during transportation, the Bidder shall be solely responsible for incurring all related costs.

The Uttarakhand State Disaster Management Authority (USDMA) shall not be liable for any costs or damages arising from:

- a. Delivery of sub-standard products; or
- b. Damage to products during transportation.

The Bidder shall:

- a. Replace sub-standard or damaged products at no additional cost; and
- b. Bear all expenses related to replacement, transportation, and any other associated costs.

### **36. Rate Validity and Call-Off Clause**

#### **Rate Validity:**

The rates quoted by the Bidders shall remain valid for a minimum period of one (1) year from the date of contract signing.

#### **Call-Off Provision:**

Uttarakhand State Disaster Management Authority (USDMA) reserves the right to notify the successful Bidder to deliver items as and when required within the one-year validity period (further extendable to 1 year)

#### **Call-Off Notice:**

USDMA may issue a call-off notice to the Bidder, specifying:

- a. Quantity of items required;
- b. Delivery schedule; and
- c. Any other relevant instructions.

**Bidder's Obligations:**

Upon receiving the call-off notice, the Bidder shall:

- a. Deliver items within the stipulated timeframe;
- b. Maintain quoted rates; and
- c. Ensure compliance with contract terms and conditions.

**37. Tax Deduction at Source (TDS)****Tax Deduction:**

The Uttarakhand State Disaster Management Authority (USDMA) shall deduct tax at source (TDS) as per the Income Tax Act, 1961, and rules framed thereunder.

**TDS Rate:**

The TDS rate shall be as applicable to the Bidder's category (e.g., individual, company, etc.) and as per prevailing tax laws.

**TDS Certificate:**

USDMA shall issue a TDS certificate to the Bidder within [specify timeframe, e.g., 15 days] from the date of deduction.

**Payment Adjustment:**

The Bidder shall ensure that the invoice amount is adjusted for TDS, and USDMA shall make payment net of TDS.

**Compliance:**

The Bidder shall provide necessary documents (e.g., PAN, Form 15G/15H) to facilitate TDS compliance.

**38. Negotiation on Quoted Price:**

The Employer reserves the right to negotiate the price with the L1 Bidder for any particular item. The decision of the Secretary, USDMA or ACEO (Admin), USDMA shall be final and binding. By participating, Bidders accept this clause and negotiated price.

## Schedule of Requirement

### A) Description of Items for 1 Kit

| S. No. | Name of Item                                  | Quantity | Delivery Period and Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|-----------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Personal Floatation Device (Life Jacket)      | 06 Nos   | <p><b>Delivery Period: Ninety (90) Days</b> from the date of contract signing /Issuance of Supply Order.</p> <p><b>Here are the key points regarding the delivery:</b></p> <p>The Emergency Essential Resource Reserve (EERR) Kits will be delivered to the District Disaster Management Authority (DDMA) offices in the following 11 districts of Uttarakhand State.</p> <p><b>Almora, Bageshwar, Chamoli, Champawat, Dehradun, Nainital, Pauri Garhwal, Pithoragarh, Rudraprayag, Tehri Garhwal, Uttarkashi.</b></p> <p>• <b><u>Delivery Locations:</u></b></p> <p>The EERR kits will be delivered to the DDMA offices in the specified districts.</p> <p>• <b><u>Contractor Responsibility:</u></b></p> <p>It's the contractor/vendor's responsibility to deliver the kits along with following relevant documents:</p> <ul style="list-style-type: none"> <li>- Tax Invoices,</li> <li>- Manufacturer's/ Supplier's Warranty Certificates,</li> <li>- Quality Certificates</li> <li>- Any other document stated under the SCC Cl 11.1.</li> </ul> <p>• <b><u>Payment Process:</u></b></p> <p>Upon delivery of the kits, the DDMA of each district shall verify the documents, and upon, satisfaction, perform the stock entry, notify the USDMA, and subsequently disburse payments to the Contractor, accordingly.</p> <p><b>Note: List of DDMA Officer(s) and address of the DDMA office(s) shall be shared with the successful contractor, at the time of issuance of LoA/contract signing.</b></p> |
| 2      | Torch or Emergency light (Solar Enabled)      | 10 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3      | Safety Gloves (Canvas/leather)                | 12 Pairs |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4      | 30 mtr 10/11 mm BOB Nylon rope                | 05 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5      | Lifebuoy                                      | 08 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6      | Paddles                                       | 08 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 7      | Anchors                                       | 04 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8      | Galvanized metal bucket or bailer             | 04 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 9      | DCP Fire Extinguisher                         | 04 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10     | Emergency Spot light                          | 10 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11     | Tool Kit                                      | 03 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12     | Axe/hatchet 03 kg                             | 03 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13     | Fibre glass backboard stretcher               | 04 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 14     | Radio walkie sets 05 watt                     | 06 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 15     | Blankets                                      | 12 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 16     | Park Pickets                                  | 12 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 17     | First Aid Kit                                 | 06 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 18     | Twin Pronged Graphel/Cat Hook                 | 06 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 19     | Throw Bag                                     | 06 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 20     | Gum Boots                                     | 05 Pairs |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 21     | Safety Goggles                                | 06 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 22     | Safety Helmet (Water Rafting)                 | 06 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 23     | GPS sets                                      | 02 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 24     | Navigation lights                             | 02 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 25     | Carbide tipped Chain Saw Machine              | 02 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 26     | Camping Tent (water Resistant) + Mosquito Net | 04 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 27     | Inflatable Rescue Boat with 40 HP OBM         | 01 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 28     | Diamond Chainsaw Machine                      | 01 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 29     | Remote Area Light                             | 01 Nos   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## B) Specifications of Proposed Items

| S. No. | Name Items                               | Specifications Market                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Personal Floatation Device (Life Jacket) | Life Jacket should be made of Polyurethane Foam, Life Jacket should be made from 1000 D Fabric of Bright Yellow colour. It should have strap tightening closures from sides and shoulders for universal use and comfort while rescuer swim. All stress points should be bar tacked. It Should have minimum 4 buckles in front and one whistle attached to the jacket with string. It should have reflective tape in front both side and full at the back. It Should have floatation collar. Life Jacket Should be USCG/EN/BIS/IRS certificate |
| 2      | Torch or Emergency light (Solar Enabled) | Minimum 900 Lumens & Minimum 5 hour run time on high mode. It should have minimum 3 light mode functions. It should have battery power indicator to know the remaining battery. Push button to start & change of modes. It shall have compatibility to charge from sun light. Government of India Lab test report for lumens confirmation to be submitted with the Technical Bid.                                                                                                                                                             |
| 3      | Safety Gloves (Canvas/leather)           | It should be made of cotton jerky/split leather, it should be light weight, cut resistant, tear resistant. It should be a five fingered gloves.                                                                                                                                                                                                                                                                                                                                                                                               |
| 4      | 30 mtr 10/11 mm BOB Nylon rope           | It should be yellow colour floating rope, The rope should have reflective tracer all around the rope for easy use in night rescue. The rope should be minimum 30 mtr length of dia 10/11mm.                                                                                                                                                                                                                                                                                                                                                   |
| 5      | Lifebuoy                                 | Orange Ring with life line rope all around, reflective tapes, weight not more than 3 kg, IRS/BIS approved.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6      | Paddles                                  | Alloy handle with plastic grip for palm grip and shaft of ABS material. Paddle weight not more than 1300 Grams. It should be floatable in water.                                                                                                                                                                                                                                                                                                                                                                                              |
| 7      | Anchors                                  | Material Painted Iron/Stainless steel, Anchor size : 1.5 feet 15pprox... Weight minimum 3.0 Kg.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8      | Galvanized metal bucket or bailer        | Capacity minimum 10 ltrs bucket of Galvanised Iron of rust proof. It should have handles, thickness minimum 6mm.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9      | DCP Fire Extinguisher                    | Dry Chemical Powder ( DCP ) Type fire extinguisher 6Kg. ISI marked.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10     | Emergency Spot light                     | Minimum 100 lumens, aluminium construction, USB Rechargeable, Minimum 3 Modes, It shall have focus and Area light also on the side as an lantern type light. It shall have lanyard to hold in tactical pockets.                                                                                                                                                                                                                                                                                                                               |
| 11     | Tool Kit                                 | one piece each of cutter, wire cutter, plier, screwdriver set.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12     | Axe/hatchet 03 kg                        | Heavy duty Standard quality Axe with weight minimum 3 Kg.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13     | Fibreglass backboard stretcher           | Full ( long Back Board ) , Weight 7.5 Kg Approx, capacity minimum 200Kg, CT/MRI compatible and radio lucent. Material FRP/Fiberglass/PE, Separate hand holds and restraint holds with smooth edges for easy and comfortable lifting.                                                                                                                                                                                                                                                                                                          |
| 14     | Radio walkie sets 05 watt                | It Should be minimum IP 54, Minimum 90 channels capacity, backlit LCD, Battery level Indicator, Torch inbuilt, Battery should be BIS certified, Minimum 12 Hours backup, minimum 2500 Mah battery. It should be a licence free Usage.                                                                                                                                                                                                                                                                                                         |
| 15     | Blankets                                 | Made of fleece/synthetic fabric blend, minimum 300 GSM, size – compatible for single bed.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|    |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16 | Park Pickets                  | Emergency Cone pickets with minimum 700mm height with reflective tape of minimum 4 Inch in round. Weight not more than 1.5 kg, It shall be flexible. Colour Yellow/Orange/Red.                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17 | First Aid Kit                 | 01 Oint Omnigel, 01 Betadine lotion, 01 Savlon/Dettol, 01 cotton roll 20 gms, bandage (10 ppiece), 1 pc wound cleaning wipes, 1 pc antiseptic wipes, 1 pcs scissor 7cm, 1 pcs Dusting powder 10gms, It should be packed in a smart box with handle and also provision to hang on wall.                                                                                                                                                                                                                                                                                             |
| 18 | Twin Pronged Grapnel/Cat Hook | It should be heavy duty grapnel, made of stainless steel, good holding on rock bottom, weight minimum 1.5 kg.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 19 | Throw Bag                     | 1000D Approx minimum Yellow/Orange colour, Minimum 2 PVC mesh panel for better drainage and reduced dry time. 8-10mm Polypropylene rope in Yellow /Orange colour with REFLECTIVE tracer all around the rope for high & easy visibility at night time rescue. The rope should have minimum 1000 pound tensile strength. A drawstring is incorporated in a placed nylon top for smoother throw plus easy reloading & closure. Internal foam floatation keeps the bag on the top of the water where you need it for rescue. Rope length minimum 20 Mtrs.                              |
| 20 | Gum Boots                     | Vulcanized Upper & Sole, Specifically for all type Search & Rescue, EN 15090: 2012, EN ISO 20345: 2011, EN 50321-1:2018 Class 0, Epoxy coated toe caps for anti-corrosion Meets EN ISO 20345 impact and compression tests, Upper shall be Chemical resistant to EN 13832 . It shall have Midsole plate & Metal toe cap to provide reliable protection in cold & hot environments, It shall withstand 18kV at dry condition when tested as per ASTM F 2413-18 / CSA Z195 , test reports of above standards by Laboratory accredited by NABL/ILAC shall be submitted along with bid. |
| 21 | Safety Goggles                | It should be Smart Fit, Transparent, EN 166 certified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 22 | Safety Helmet (Water Rafting) | Outer Shell be ABS plastic shell with dual density EVA Foam, quick adjust harness and customize fit. Minimum 09 top vents for water let out & Ventilation. Quick adjust harness and easy fit. It should be EN Certified to relevant Water use helmet EN standard by Laboratory accredited for conducting particular test as per EN 1385 standard.                                                                                                                                                                                                                                  |
| 23 | GPS sets                      | Display atleast 2" transreflective, 65k colour TFT or better.<br>Display resolution : 240X320 pixels minimum<br>Weight with batteries maximum 200 gms<br>Battery life minimum 25 hours<br>Water rating IPX7 or more<br>Interface : mini USB<br>Memory minimum 8 GB<br>Map segments minimum 3000<br>Minimum 200 tracks<br>Sensors : GPS, GLONASS, GPS compass ( while moving )<br>Geocaching facility<br>Picture viewer                                                                                                                                                             |
| 24 | Navigation lights             | It shall be LED or any other Glow stick in Red/Blue/Green with button or twist on/off for emergency signaling. Minimum 40 Hours continuous use or multiple use with on/off option upto minimum 40 hour.                                                                                                                                                                                                                                                                                                                                                                            |

|    |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25 | Carbide tipped Chain Saw Machine              | Chain saw for cutting Timber, fallen trees & wood. Minimum 85 CC, Minimum 7 HP, Minimum 20 Inch Guide Bar length, Max 7Kg Power head Dry Weight, 02 Stroke Engine, Max 110dB @ 1 metre. 02 Chain shall be supplied, tool kit shall be supplied.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 26 | Camping Tent (water Resistant) + Mosquito Net | <p>10X10 Feet, Height from centre minimum 07 feet, Outer + Inner of same fabric. Minimum 2 feet from corner, It should have 01 Door with mosquito netting with zippers of two way opening from both sides. Fabric should be minimum 400 GSM Ribstop Dope Dyed canvas fabric. Fabric test report from Government of India Laboratory NITRA. Minimum water repellent 90%. Ground sheet shall be stitched to the tent inner and shall be waterproof heavy duty of minimum 6x6 PU heavy Duty material. Minimum 01 Door with mosquito netting equipped with zipper &amp; 02 windows with mosquito netting for air ventilation on each wall side of tent, It shall have Aluminium poles foldable with dia in to proper install with elastic attached for easy installation, no screw for installation of poles. Minimum 1.5 Inches.</p> <p>Mosquito net : Compatible for single bed. White/khaki/green colour.</p>    |
| 27 | Inflatable Rescue Boat with 40 HP OBM         | <p>Minimum 8 person Inflatable boat compatible with 30/40 HP 02/04 Stroke Engine. Minimum 5 carrying handles ( 2 on each side &amp; 1 on front ), Seams shall be overlap for durability, weight not more than 75 ( +/-10), 4/5 piece of floor board of heavy duty grade aluminium alloy with non skid finish. Material of fabric should be Hypalon &amp; Neoprene of 1670 Dtex. It should have 3+1 Chambers, All around rope line of nylon 12mm, Safety Valve, D rings shall be provided of stainless steel for easy towing. Bottom of boat shall be double layer fabric. Minimum 14' length. Manufacturer should have IRS approved manufacturing facility &amp; Boat shall be Certified by IRS at the time of supply. Manufacturer IRS approval shall be submitted with Bid.</p> <p>OBM: Minimum 40HP 02/04 Stroke OBM to be supplied with boat.</p>                                                           |
| 28 | Diamond Chainsaw Machine                      | Minimum 90 CC, Minimum 6 HP, Minimum 18 Inch Guide Bar & Chain. Pressurised Water tank of Minimum 10 Ltr. One Diamond chain of 18 Inch extra shall be supplied with machine.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 29 | Remote Area Light                             | <p>Weight: Maximum 15 kg<br/> Height: Extendable up to 6 feet from ground level<br/> Lumens: Minimum 6000 (verified by test certificate)<br/> Battery: Swappable or fixed and rechargeable<br/> Run time: Minimum 22 hours, with option to adjust time of usage<br/> <b>Intelligent Control:</b></p> <ul style="list-style-type: none"> <li>• Soft touch button</li> <li>• Full time battery level indication with low level flashing indicator</li> <li>• Option to run light as per requirement in terms of minutes</li> <li>• Deployable mast for rotation</li> <li>• Multiple deployment positions</li> </ul> <p>Body Material: Polypropylene or ABS<br/> IP Rating: Min. 54<br/> Battery Type: SLA / Li-Ion<br/> Battery Lifespan: Greater than 500 cycles<br/> Charge Time: Maximum 8 hours<br/> <b>Accessories:</b><br/> Shoulder straps for convenient carrying as a searchlight<br/> DC power cord</p> |

**Note:**

**Equipment Specifications**

The Contractor shall ensure that all equipment meets the following requirements:

1. Meets industry standards and best practices.
2. Complies with relevant laws and regulations.
3. Is suitable for the tasks and services required.
4. Must be ISI Certified
5. Must be as per the NDMA Standards

**C) Original Equipment Manufacturer (OEM) Authorization Certificate:**

The supplier will submit the Original Equipment Manufacturer (OEM) Authorization Certificate of the following Item(s)/Products in the Technical Bid, and if the supplier fails to do so, the bid will be rejected.

The OEM's Authorization Certificate must be submitted, as per the format attached as Annexure-3.

| S. No. | NAME OF ITEM(S)                               |
|--------|-----------------------------------------------|
| 1      | TORCH OR EMERGENCY LIGHT (SOLAR ENABLED)      |
| 2      | FIBREGLASS BACKBOARD STRETCHER                |
| 3      | RADIO WALKIE SETS 05 WATT                     |
| 4      | GUM BOOTS                                     |
| 5      | GPS SETS                                      |
| 6      | CARBIDE TIPPED CHAIN SAW MACHINE              |
| 7      | CAMPING TENT (WATER RESISTANT) + MOSQUITO NET |
| 8      | INFLATABLE RESCUE BOAT WITH 40 HP OBM         |
| 9      | DIAMOND CHAINSAW MACHINE                      |
| 10     | REMOTE AREA LIGHT                             |

Note: Bidders should not that, the Employer may ask the bidders to submit the OEM Authorization Certificate of rest of the items/products at any stage of Tender.

**D) Technical Compliance and Documentation Requirements**

The Bidder shall submit the following documents to confirm compliance with the specified requirements:

**1. Item-wise Confirmation:**

A detailed confirmation letter stating that each item proposed by the bidder in the EERR Kit meets the specifications outlined in the tender document.

**2. Catalogue and Model Number:**

A catalogue and model number for each item proposed by the bidder in the kit, along with

specifications and technical details.

### **3. Product Literature:**

Relevant product literature, brochures, or datasheets for each item.

### **4. Certificate of Compliance:**

A certificate stating that the proposed/supplied items meet the required standards, regulations, and specifications.

#### **Format and Content:**

The submission shall be in the following format:

- A table or spreadsheet listing each item, specification, and corresponding catalogue/model number.
- A separate catalogue or brochure for each item.
- A signed and stamped confirmation letter.

#### **Evaluation Criteria:**

The Bidder's compliance with the specified requirements will be evaluated based on the submitted documents.

#### **Non-Compliance:**

Failure to submit the required documents or non-compliance with specifications will result in rejection of the Bid.

## **E) Training and Capacity Building**

The Contractor shall organize and conduct comprehensive training sessions at the District Disaster Management Authority (DDMA) offices for DDMA staff on the equipment(s) delivered under the EERR Kits.

### **a) Training Requirements:**

- The Contractor shall provide detailed training on equipment operation, maintenance, and troubleshooting.
- Training sessions shall be conducted by qualified and experienced trainers.
- Training materials, including user manuals and instructional guides, shall be provided to DDMA staff.

### **b) Training Logistics:**

- The Contractor shall coordinate with DDMA to schedule training sessions.
- Training sessions shall be conducted at DDMA offices in the 11 districts of Uttarakhand State (please, refer to Schedule- II for details of districts).
- The Contractor shall ensure necessary equipment and resources are available for effective training.

### **c) Training Objectives:**

- Enhance DDMA staff knowledge and skills on equipment operation and maintenance.
- Ensure effective utilization of EERR Kits.

- Build capacity of DDMA staff for emergency response and disaster management.

**d) Training Documentation:**

The Contractor shall provide training certificates to DDMA staff and maintain records of training sessions, including:

- Training attendance sheets.
- Evaluation forms.
- Training feedback reports.

**Note:** Secretary USDMA reserves the right to amend, modify, cancel, hold, alter, delete, substitute any clause of the RFP including scope of work, even after issuance of Work Order/contract award in public/administrative/ or work interest without assigning any reason thereof which will be legally acceptable or binding to all the bidders..

**ELIGIBILITY CRITERIA**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| Sr. No.                                                                                                                                                                                                                                   | Eligibility Criteria                                                                                                                                                                                                          | Documents to be submitted                                                                                                                                                                                                                                                                                                                                                         | If submitted, please mention Page no. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1                                                                                                                                                                                                                                         | 2                                                                                                                                                                                                                             | 3                                                                                                                                                                                                                                                                                                                                                                                 | 4                                     |
| 1                                                                                                                                                                                                                                         | The bidder must be a Firm / Proprietary / Partnership/ Company registered under Companies Act with an experience of minimum 05 years in the similar field                                                                     | -In case of Proprietorship concerns copy of License/ Registration and the GST Registration certificate.<br><br>-In case of firms, Copy of the firm registration Certificate and GST Registration.<br><br>-In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates. |                                       |
| 2                                                                                                                                                                                                                                         | Two Similar Completed Contracts each one having "Annual Contract Value" not less than <b>Rs 25.00/- Lakh</b><br><br>Or<br><br>One Similar Completed work having "Annual Contract Value" not less than <b>Rs. 50.00/- Lakh</b> | Copy of the supply order, contract agreements and completion or ongoing certificates issued by the principal Employers specifying following information relating to the supply carried out during the last 03 Financial Years:<br><br>1. Scope of work.<br>2. Contract value.<br>3. Items detail.<br>4. Period of the contract for completed.<br>5. Payment status                |                                       |
| <u>Note: "Similar Completed Contract" under this clause shall mean successful completion of similar type of goods for the Central &amp; State Govt. Departments/ Organizations, Public Sector Undertakings (PSUs), Autonomous Bodies.</u> |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                   |                                       |
| 3                                                                                                                                                                                                                                         | The bidder shall have a minimum average annual turnover of <b>Rs 50.00/- Lakh</b> (INR Fifty Lakh), in the last Three F.Y. year (2021-22, 2022-23 & 2023-24).                                                                 | (i) Audited Financial Statements (Balance Sheet and Profit & Loss Account) for any of the last 03 F.Y.(s)<br>(ii) Certificate from a Chartered Accountant confirming the annual turnover.                                                                                                                                                                                         |                                       |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4 | The Bidder shall have a Positive Net Worth, as per the latest audited financial statements                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (i) Audited Financial Statements (Balance Sheet and Profit & Loss Account) for any of the last F.Y.<br>(ii) Certificate from a Chartered Accountant confirming the Positive Net Worth.                                                                                                                                                                                                                                                                                                                     |  |
| 5 | Pan Card and Active GST Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Submit a copy of each in Technical Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 6 | <p>Bidder should submit a declaration on the Letter Head of the firm, duly signed and stamped, confirming that:</p> <ul style="list-style-type: none"> <li>• The bidder is not disqualified/ debarred or blacklisted from any Governments, Semi-Governments Agency, PSUs or Autonomous Body in India.</li> <li>• No Criminal Investigation or inquiry is pending or ongoing against the bidder or its Director/Partners/Proprietor.</li> <li>• No Police case is registered or pending against the bidder or its Directors/ Partners/ Proprietor.</li> </ul> | Affidavit to be submitted (must be Notarized)                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 7 | Original Equipment Manufacturer (OEM) Authorization Certificate of items stated in the Table under Point C of Section-II i.e., Schedule of Requirements of this Tender Document.                                                                                                                                                                                                                                                                                                                                                                             | Submit the OEM Authorization Certificate in the format attached under the Annexure-3                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 8 | Bidder's submission of Technical Compliance Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Bidder must submit the document as stated in the Tender Document                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 9 | <p>Bidder(s) to demonstrate quoted products (EERR Kit items) against the specification mentioned in this bid document on the last date of bid submission date.</p> <p>The demonstrated products (EERR Kit items) will be returned after the issuance of Award of Contract(s) to L1 bidders.</p> <p>The USDMA reserves the right to summarily reject the bid of the bidder who fails to demonstrate products (EERR Kit items) as per the date and time as intimated by the USDMA.</p>                                                                         | <ul style="list-style-type: none"> <li>- Specification Compliance Declaration to be submitted by the bidder;</li> <li>- Declaration to clarify for all 29 items of EERR kit that for which items the bidder is a manufacturer of the product offered or be dealer authorised by the Principal/ OEM with all the supporting documents.</li> <li>- Samples must be submitted with Manufacturer's marking &amp; specifications</li> <li>- Demonstration of samples of each item at USDMA Building.</li> </ul> |  |

|    |                                                                                                                                           |                                               |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--|
| 10 | Bidders have to provide a written statement regarding acceptance of all the terms & condition mentioned in tender doc on firm letter head | Affidavit to be submitted (must be Notarized) |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--|

Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor  
With Seal

**LETTER OF BID**

**(To be submitted duly typed, signed with stamped by the Authorised Signatory on the Letter Head of the Bidder in Original along with Technical Bid document shall be uploaded on e-portal and submitted in original.)**

ACEO, USDMA  
USDMA Building, 36 IT Park,  
Sahastradhara Road, Dehradun.

**Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State Through Uttarakhand State Disaster Management Authority (USDMA)**

Dear Sir,

Having examined the terms & conditions, schedule of requirements etc. of the tender for the captioned supply specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified supply in the said tender document and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

|          |                              |                                                                                                                                                                                 |
|----------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>a</b> | <b>Description of supply</b> | Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State Through Uttarakhand State Disaster Management Authority (USDMA) |
| <b>b</b> | <b>Earnest Money</b>         | INR 4,00,000/- (Rupees Four Lakh Only)                                                                                                                                          |
| <b>c</b> | <b>Validity of Bid</b>       | 180 days from the last date of submission of bids                                                                                                                               |

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to USDMA IT Park, Dehradun, the amount mentioned in the said conditions.

3. I/we have deposited FDR/BG for a sum of Rs ...../- (Rs. .... Only) as Earnest Money Deposit with USDMA, Dehradun. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to USDMA, Dehradun.

4. We understand that as per terms of this tender, the USDMA may consider accepting our tender in part or whole or may entrust the supply for proposed item. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of USDMA deciding to drop any of the scope of supply of this tender at any stage during the contract period. Further, we also undertake to execute the supply entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided in Terms & Conditions of this tender.

5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by USDMA, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

**Signature of the Tenderer  
With Seal**

## Letter of Bid - Financial Part

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** [insert date (as day, month and year) of Bid submission]

**Tender ID/Ref. No.:** .....

**To: AECO (Admin)**

Uttarakhand State Disaster Management Authority (USDMA)

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for 180 days (as amended, if applicable) from the date fixed for the bid submission deadline specified in bid document (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

**Table-1**

| Items                                                                                                                                                                                                                                                                                                             | Qty. | Amount (in INR) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------|
| Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State THROUGH UTTARAKHAND State Disaster Management Authority (USDMA) as per Schedule of Requirements, Section-I of this Document & as per Table-2 for USDMA including 2 years warranty (Excluding GST) | 11   |                 |
| <b>Total Excluding GST</b>                                                                                                                                                                                                                                                                                        |      |                 |
| <b>Amount of GST</b>                                                                                                                                                                                                                                                                                              |      |                 |
| <b>Total Amount including GST</b>                                                                                                                                                                                                                                                                                 |      |                 |

**Table-2 (Description of Items for 1 Kit)**

| S. No. | Name of Item                                  | Quantity | Unit Rate (excluding GST) | Amount (excluding GST) | Delivery location                  |
|--------|-----------------------------------------------|----------|---------------------------|------------------------|------------------------------------|
| A      | B                                             | C        | D                         | E = (C x D)            | F                                  |
| 1      | Personal Floatation Device (Life Jacket)      | 06 Nos   |                           |                        | As mentioned under the Schedule-II |
| 2      | Torch or Emergency light (Solar Enabled)      | 10 Nos   |                           |                        |                                    |
| 3      | Safety Gloves (Canvas/leather)                | 12 Pairs |                           |                        |                                    |
| 4      | 30 mtr 10/11 mm BOB Nylon rope                | 05 Nos   |                           |                        |                                    |
| 5      | Lifebuoy                                      | 08 Nos   |                           |                        |                                    |
| 6      | Paddles                                       | 08 Nos   |                           |                        |                                    |
| 7      | Anchors                                       | 04 Nos   |                           |                        |                                    |
| 8      | Galvanized metal bucket or bailer             | 04 Nos   |                           |                        |                                    |
| 9      | DCP Fire Extinguisher                         | 04 Nos   |                           |                        |                                    |
| 10     | Emergency Spot light                          | 10 Nos   |                           |                        |                                    |
| 11     | Tool Kit                                      | 03 Nos   |                           |                        |                                    |
| 12     | Axe/hatchet 03 kg                             | 03 Nos   |                           |                        |                                    |
| 13     | Fibre glass backboard stretcher               | 04 Nos   |                           |                        |                                    |
| 14     | Radio walkie sets 05 watt                     | 06 Nos   |                           |                        |                                    |
| 15     | Blankets                                      | 12 Nos   |                           |                        |                                    |
| 16     | Park Pickets                                  | 12 Nos   |                           |                        |                                    |
| 17     | First Aid Kit                                 | 06 Nos   |                           |                        |                                    |
| 18     | Twin Pronged Graphel/Cat Hook                 | 06 Nos   |                           |                        |                                    |
| 19     | Throw Bag                                     | 06 Nos   |                           |                        |                                    |
| 20     | Gum Boots                                     | 05 Pairs |                           |                        |                                    |
| 21     | Safety Goggles                                | 06 Nos   |                           |                        |                                    |
| 22     | Safety Helmet (Water Rafting)                 | 06 Nos   |                           |                        |                                    |
| 23     | GPS sets                                      | 02 Nos   |                           |                        |                                    |
| 24     | Navigation lights                             | 02 Nos   |                           |                        |                                    |
| 25     | Carbide tipped Chain Saw Machine              | 02 Nos   |                           |                        |                                    |
| 26     | Camping Tent (water Resistant) + Mosquito Net | 04 Nos   |                           |                        |                                    |
| 27     | Inflatable Rescue Boat with 40 HP OBM         | 01 Nos   |                           |                        |                                    |

| S. No. | Name of Item             | Quantity | Unit Rate (excluding GST) | Amount (excluding GST) | Delivery location |
|--------|--------------------------|----------|---------------------------|------------------------|-------------------|
| A      | B                        | C        | D                         | E = (C x D)            | F                 |
| 28     | Diamond Chainsaw Machine | 01 Nos   |                           |                        |                   |
| 29     | Remote Area Light        | 01 Nos   |                           |                        |                   |

**Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:\*** *[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder: \*\*** *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

***Important: To be completed and submitted/uploaded on the e-portal ([www.uktenders.gov.in](http://www.uktenders.gov.in)) in PDF form in the Financial Envelope along with the BOQ. This Form shall be the part of Commercial Bid and if the bidder fails to submit this Form, the bid shall be deemed non-responsive.***

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Technical Bid.

APPLICATION FORM

- 1 Name of the organization :
- 2 Address :
- 3 Name, Telephone Nos. including Mobile and e-mail id of contact person :
- 4 Fax No. :
- 5 Constitution of the Firm (whether Public or private company / firm / Proprietary) :
- 6 Year of Establishment (Supporting document to be submitted) :
- 7 Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted) :
- 8 Names of Directors / Proprietor / Partners / Associates :
- 9 Details of Similar supply completed during the last 03 years (Details may be given in the enclosed format) :
- 10 Details of under execution / awarded (Details may be given in the enclosed format) :
- 11 Annual turnover for the last 02 financial years (year-wise) ending 31.03.2024

| Financial Year | Annual Turnover in INR |
|----------------|------------------------|
| FY 2023 - 2024 |                        |
| FY 2022 - 2023 |                        |
| FY 2021 - 2022 |                        |

- 12 Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm :

**Note:** Please enclose separate sheets for additional information and documents

Signature of the applicant with seal

Date:

Place:

### DETAILS OF ALL 'SIMILAR' SUPPLY COMPLETED DURING THE LAST THREE YEARS

(Enclose supporting documents i.e. Supply Order and Satisfactory Completion Certificate Obtained from the Clients)

| S. No. | Name of Supply | Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID) | Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank | Date of Agreement with Client | Location and Scope of the Supply | Actual Value of the Supply | Date of commencement as per contract & actual date of Commencement | Stipulated Date of completion & Actual date of completion | Litigation / Arbitration pending/ In progress with details (if any) |
|--------|----------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|----------------------------------|----------------------------|--------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------|
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                                                    |                                                           |                                                                     |

(Add separate sheet if required)

Signature of Applicant with Seal

**DETAILS OF ALL 'SIMILAR' SUPPLY ON HAND - UNDER EXECUTION OR AWARDED.**

(Enclose Copies of Supply Orders Issued by Clients)

| S. No. | Name of Supply | Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID) | Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank | Date of Agreement with Client | Location and Scope of the Supply | Actual Value of the Supply | Date of commencement as per contract | Likely date of completion | If Work Left Incomplete or Terminated (Furnish reasons) |
|--------|----------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|----------------------------------|----------------------------|--------------------------------------|---------------------------|---------------------------------------------------------|
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |
|        |                |                                                                                         |                                                                |                               |                                  |                            |                                      |                           |                                                         |

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

## PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED SUPPLY

|                                    |                                       |
|------------------------------------|---------------------------------------|
| Name of the Supply & Location      | :                                     |
| Scope of Supply                    | :                                     |
| 1. Agreement No. & Date            | :                                     |
| 2. Estimated Cost / Tendered Cost  | :                                     |
| 3. Actual Value of Supplied goods  | :                                     |
| 4. Date of Commencement            | :                                     |
| a. Stipulated date of Commencement | :                                     |
| b. Actual date of Commencement     | :                                     |
| 5. Date of Completion              | :                                     |
| a. Stipulated date of Completion   | :                                     |
| b. Actual date of Completion       | :                                     |
| 6. Performance report based on     |                                       |
| Quality of Supply,                 | : Excellent / Very Good / Good / Poor |
| Quality of the supplied goods,     | : Excellent / Very Good / Good / Poor |
| Quality of the supplied goods,     | : Excellent / Very Good / Good / Poor |
| Quality of the supplied goods,     | : Excellent / Very Good / Good / Poor |
| Quality of the supplied goods      | : Excellent / Very Good / Good / Poor |

Signature

Head of the Organization  
Name of Organization

Note :

1. The performance report is to be submitted separately for all major supplies mentioned in Form.
2. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

### Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid]*

Date: *[insert date (as day, month and year) of Bid submission]*

Ref.No.:

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the General Conditions of Contract/Special Conditions of Contract, with respect to the Goods offered by the above firm.

No company or firm or individual other than M/s. \_\_\_\_\_are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific Tender Document. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists].*

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_*[insert date of signing]*

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item(s) for which alone the above authorization is required.]*

**Bid Securing Declaration for Exempted Bidders (MSME)**

(on Company Letter-head)

**To**  
**ACEO (Admin)**  
**Uttarakhand State Disaster Management Authority (USDMA)**  
**Government of Uttarakhand**  
**36, IT Park, Sahastradhara Road,**  
**Dehradun- 248013, Uttarakhand**

**Ref:** 02/GOODS/EERR/USDMA/2024;

**Tender Title:** Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State Through Uttarakhand State Disaster Management Authority (USDMA)

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - of cancellation of the entire tender process or rejection of all bids or
  - of the name of the successful bidder or
- 2) After the expiration of the bid validity period or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of.....[insert date of signing]

Place.....[ insert place of signing]

## **General Conditions of Contract**

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Definitions</b> | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “USDMA” means Uttarakhand State Disaster Management Authority.</li> <li>(b) “Contract” means the Contract Agreement entered into 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.</li> <li>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(e) “Day” means calendar day.</li> <li>(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(g) “GCC” means the General Conditions of Contract.</li> <li>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(i) “Purchaser’s Country” is India.</li> <li>(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.</li> <li>(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.</li> <li>(l) “SCC” means the Special Conditions of Contract.</li> <li>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution</li> </ul> |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | <p>of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>2. Contract Documents</b> | <p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>3. Interpretation</b>     | <p>3.1 If the context so requires it, singular means plural and vice versa.</p> <p>3.2 Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms specified in the SCC.</p> <p>(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.</p> <p>3.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>3.4 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>3.5 Nonwaiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of</p> |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                    | <p>any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>3.6 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| <b>4. Language</b>                                 | <p>4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>    |
| <b>5. Joint Venture, Consortium or Association</b> | <p>5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>                                                                                                                                                                         |
| <b>6. Eligibility</b>                              | <p>6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p>                                                                                                                                                                                                                                                                                                                                  |
| <b>7. Notices</b>                                  | <p>7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term "in writing" means communicated in written form with proof of receipt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                        |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | 7.2  | A notice shall be effective when delivered or on the notice's effective date, whichever is later.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>8. Governing Law</b>                | 8.1  | The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                        | 8.2  | Not used.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>9. Settlement of Disputes</b>       | 9.1  | The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                        | 9.2  | If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the <b>SCC</b> . |
|                                        | 9.3  | Notwithstanding any reference to arbitration herein,<br><br>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and<br><br>(b) the Purchaser shall pay the Supplier any monies due the Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>10. Scope of Supply</b>             | 10.1 | The Goods and Related Services to be supplied shall be as specified in the Special Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>11. Delivery and Documents</b>      | 11.1 | Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>12. Supplier's Responsibilities</b> | 12.1 | The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>13. Contract Price</b>              | 13.1 | Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the <b>SCC</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>14. Terms of Payment</b>     | <p>14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>14.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.</p>                                                                                                                                                                                                  |
| <b>15. Taxes and Duties</b>     | <p>15.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>16. Performance Security</b> | <p>16.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b>.</p> <p>16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>16.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the SCC.</p> <p>16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b>.</p> |
| <b>17. Copyright</b>            | <p>17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | the copyright in such materials shall remain vested in such third party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>18. Confidential Information</b>     | <p>18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>18.3 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>18.4 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| <b>19. Subcontracting</b>               | <p>19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>19.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>20. Specifications and Standards</b> | <p>20.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | <p>designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>                                                                                                                                                                                                                                                                                                                                                           |
| <b>21. Packing and Documents</b>                  | <p>21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p> |
| <b>22. Insurance</b>                              | <p>22.1 Unless otherwise specified in the <b>SCC</b>, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the <b>SCC</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>23. Transportation and Incidental Services</b> | <p>23.1 Unless otherwise specified in the <b>SCC</b>, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p>23.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in Schedule of Requirements and <b>SCC</b>:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance</li> </ul>                                                                                                                                                                                                                                   |

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | <p>manual for each appropriate unit of the supplied Goods;</p> <p>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>23.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>24. Inspections and Tests</b> | <p>24.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b>.</p> <p>24.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b>. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>24.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>24.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>24.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the</p> |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <p>carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>24.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>24.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>24.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p> |
| <b>25. Liquidated Damages</b> | <p>25.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>26. Warranty</b>           | <p>26.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>26.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>26.3 Unless otherwise specified in the <b>SCC</b>, the warranty shall remain valid for twelve (12) months after the Goods, or any</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <p>portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>SCC</b>, or for eighteen (18) months after the date of shipment, whichever period concludes earlier.</p> <p>26.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>26.5 Upon receipt of such notice, the Supplier shall, within the period specified in the <b>SCC</b>, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>26.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the <b>SCC</b>, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>27. Patent Indemnity</b> | <p>27.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>27.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such</p> |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | <p>proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>27.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>27.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>27.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p> |
| <b>28. Limitation of Liability</b>        | <p>28.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>29. Change in Laws and Regulations</b> | <p>29.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                  | <p>shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>30. Force Majeure</b>                         | <p>30.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>30.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>30.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |
| <b>31. Change Orders and Contract Amendments</b> | <p>31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul> <p>31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days</p>                                                                                                                                                                               |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>31.4 Value Engineering: Unless otherwise specified in the SCC the Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> <li>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and</li> <li>(c) a description of any effect(s) of the change on performance/functionality.</li> </ul> <p>The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(a) accelerates the delivery period; or</li> <li>(b) reduces the Contract Price or the life cycle costs to the Purchaser; or</li> <li>(c) improves the quality, efficiency or sustainability of the Goods; or</li> <li>(d) yields any other benefits to the Purchaser,</li> </ul> <p>without compromising the necessary functions of the Facilities.</p> <p>If the value engineering proposal is approved by the Purchaser and results in:</p> <ul style="list-style-type: none"> <li>(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or</li> <li>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid</li> </ul> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | <p>to the Supplier shall be the full increase in the Contract Price.</p> <p>31.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>32. Extensions of Time</b> | <p>32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>                                                                                                                                                            |
| <b>33. Termination</b>        | <p>33.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related</p> |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <p>Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>33.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p> <p>33.3 Termination for Convenience.</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p> |
| <b>34. Assignment</b> | <p>34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 1.1(j)</b> | <p>The Purchaser is:</p> <p><b>ACEO (Admin) USDMA,<br/>USDMA Building,<br/>36, IT Park,<br/>Sahastradhara Road,<br/>Dehradun – 248001, Uttarakhand, INDIA</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>GCC 5.1</b>    | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>GCC 7.1</b>    | <p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention:</p> <p><b>AECO (Admin) USDMA<br/>USDMA Building,<br/>36, IT Park, Sahastradhara Road,<br/>Dehradun, Uttarakhand<br/>PIN Code: 248013<br/>Country: India<br/>Electronic mail address: <i>usdmauttarakhand@gmail.com</i><br/>Website- <i>www.usdma.uk.gov.in</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GCC 9.2</b>    | <p>The rules of procedure for adhoc arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).</p> <p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) <b>Arbitration proceedings shall be held at Dehradun, India only</b> and the language of the arbitration proceedings and that of all documents and communications</p> |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | <p>between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).</p> <p>(f) Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Dehradun, India only and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p> |
| <b>GCC 10.1</b> | <p>The scope of supply for the Goods and Related Services to be supplied shall be as specified below: Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State through Uttarakhand State Disaster Management Authority (USDMA), <i>details as specified in BOQ, specifications &amp; Schedule of requirement.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>GCC 11.1</b> | <p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) Three Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> <li>(ii) Acknowledgement of receipt of goods from the Consignee;</li> <li>(iii) Three Copies of packing list identifying contents of each package;</li> <li>(iv) Insurance certificate; or declaration regarding delivery of good without any damage &amp; loss.</li> <li>(v) Manufacturer's/Supplier's warranty certificate; and</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | <p>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;</p> <p>(vii) Certificate of Origin</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>GCC 13.1</b> | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GCC 14.1</b> | <p>GCC 14.1—Payment shall be made in Indian Rupees, as follows:</p> <ol style="list-style-type: none"> <li><b>i. Advance Payment (on demand/optional):</b> No Advance Payment/Transport Allowance</li> <li><b>ii. On Delivery: Eighty (80) percent</b> of the Contract Price shall be paid on receipt and acceptance of the Goods and upon submission of the documents specified in Schedule-II/GCC/ SCC Clause 11.</li> <li><b>iii. On Completion of Trainings: Ten (10) Percent</b> of the contract price shall be paid on successful completion of trainings of DDMA Staff of each district and upon submission &amp; verification of the Training related documents as mentioned under this Tender Document.</li> <li><b>iv. On Final Acceptance: Ten (10) Percent</b> of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the quality certificate for the respective delivery issued by the Purchaser's representative.</li> </ol> <p><b>No Interest for any delayed payment:</b> The Employer shall not be liable for any interest or charges on delayed payments to the contractor.</p> <p><b>Payment will be made as per the availability of budget:</b> The Employer reserves the right to make payment to the contractor as per the availability of the budget.</p> |
| <b>GCC 16.1</b> | <p>A Performance Security <i>shall be required</i>.</p> <p>Performance Security shall be for an amount of 10% of the contract value, valid up to 45 days after the date of completion of performance obligations including warranty/CMC obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 45 days over and above the extended warranty period.</p> <p>The Performance Security must be:</p> <ul style="list-style-type: none"> <li>• Unconditional,</li> <li>• Irrevocable &amp;</li> <li>• Non-Transferrable</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC 16.2</b> | <p>If required, the Performance security shall be in the form of a "DD/Banker Cheque/FDR/Bank Guarantee" in the format provided in favour of the Purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 16.3</b> | Discharge of the Performance Security shall take place not later than 45 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>GCC 16.4</b> | <p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty/guaranty obligations.</p>                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>GCC 19</b>   | Sub-Contracting: <b>Not Allowed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>GCC 21.2</b> | <p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Supplier's Name; (iv) Packing List Reference Number. (v) Delivery Location (vi) Name &amp; Address of the District Disaster Management Officer (DDMO)</p> <p><b><u>List of DDMOs shall be provided to the successful contractor.</u></b></p>                                                                                                                                                                                                                                                                                                         |
| <b>GCC 22.1</b> | The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>GCC 23.1</b> | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>GCC 23.2</b> | <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> |
| <b>GCC 23.3</b> | Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC 24.1 | <p>The inspections and tests shall be:</p> <p>The supplier shall get each item indicated in the Schedule of requirement inspected in manufacturer's facility and submit a test certificate and also manufacturer's guarantee /warranty certificate that the items are conforms to the laid down specification.</p> <p>The Purchaser or its representatives (maximum 6 experts) may inspect and /or test any or all the items to confirm their conformity to the contract specification, prior to dispatch from the manufacturer's premises or place of dispatch informed by the supplier. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the items on receipt at destination to verify conformity to technical specification. All the expenses related to such inspection including transport, fooding and accommodation shall be borne by the supplier.</p> <p>If any of the items fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective parts to the satisfaction of the purchaser/consignee.</p> |
| GCC 24.2 | <p>The Pre-Dispatch Inspections and tests shall be conducted at:</p> <p>At mutually agreed location by purchaser and supplier, after issuance of Loa and before signing of the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| GCC 25.1 | <p>The liquidated damage shall be: 0.5% of contract price per week or part thereof.<br/><i>Note : Days consumed in pre-dispatch inspection and quality testing, storage etc shall be deducted from total days of delivery and installation to calculate total days consumed for supply and installation.</i></p> <p>The maximum amount of liquidated damages shall be: 10% of the contract price.</p> <p><b>The Secretary USDMA's decision on imposing any penalty/LD on the contractor shall be final and binding on both the parties. This decision shall not be subject to dispute or appeal, and the parties hereby agree to accept the Secretary's decision as final and refrain from seeking judicial review or pursuing any dispute resolution mechanism and challenging the Secretary's determination.</b></p>                                                                                                                                                                                                                                                                                                              |
| GCC 26   | <p>The period of validity of the Comprehensive Warranty/Guarranty shall be: 01 year from the date of acceptance certificate issued.</p> <p>The warranty shall start immediately after the commissioning of the equipment.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>All the location of Uttarakhand, where the kits would be distributed.</i></p> <p>The period for repair or replacement shall be: 15 days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| GCC 29.1 | <p>This clause will apply only to variations in GST or other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components/ raw materials which go into the product.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**DRAFT ARTICLES OF AGREEMENT**

This AGREEMENT is made at Dehradun on this \_\_\_\_\_ day of \_\_\_\_\_ between USDMA, having its Office at ..... represented by its authorized officer (hereinafter called “the Employer”) on the one part and M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called “the Contractor”) represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a contractor to provide Integrated Facility Management Services at ..... situated at .....  
.....

AND WHEREAS the Employer had called for Tenders from eligible contractors to provide Integrated Facility Management Services at ..... situated at ..... as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide Integrated Facility Management Services at ..... situated at ....., as stated in the scope of work attached to the Tender Document to the Contractor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Contractor.

**A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- a) This agreement will come into effect from \_\_\_\_\_ and will remain in force up to \_\_\_\_\_ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved USDMA) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender, covering the cost of manpower, materials/consumables etc. for efficient rendering of the maintenance services. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice. The specified materials / fittings/ fixtures not covered within the scope of work, shall be arranged by the contractor and actual cost thereof shall be reimbursed by USDMA at prevailing market Rates or any approved rates of USDMA subject to production of GST paid Invoice/Bills duly

authenticated by the Officer of USDMA. The contractor has to take necessary approval of rates, make and model of various maintenance material / items from USDMA prior to its use in the work and Official payment thereon will be made after the same is duly certified by USDMA officials to the effect that the maintenance services have been provided satisfactorily, including use of material, if any, subject to statutory deductions.

- d) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. All the term & Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

C. Any other instruction(s) or scope can be included at the time of signing of the contract by the Authorized Signatory, USDMA as per the directions of the Secretary, USDMA in public/ administrative/ or project interest.

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by USDMA, Dehradun.  
(Name and Designation)

In the presence of:  
Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

SIGNED AND DELIVERED BY  
The Contractor by the hand of  
Shri \_\_\_\_\_  
And duly constituted attorney.

Note: If the party is a Partnership firm or individual, should be signed by all or on behalf of all the partners:

(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

Witnesses

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**  
(Site specific format shall be approved by the USDMA prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. \_\_\_\_\_

Value Rs. \_\_\_\_\_

Date:

**To**

The .....

State Bank of India,

.....

.....Dear Sir,

**Bank Guarantee of Rs \_\_\_\_\_ towards Security Deposit for the Supply and Delivery of Emergency Essential Resource Reserve (EERR) Kits in 11 DDMA offices of Uttarakhand State THROUGH UTTARAKHAND State Disaster Management Authority (USDMA)**

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for Providing Housekeeping, Cleaning & Maintenance Services for Uttarakhand State Disaster Management Authority, ..... situated at Dehradun) with USDMA as mentioned vide letter no..... dated ..... and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs..... (Rupees only), to USDMA ..... for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to USDMA ..... a Guarantee of a Scheduled Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of USDMA) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of ..... and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of USDMA) having our office at (address) here after called the “Guarantor” (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between USDMA ..... and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to USDMA immediately any sum claimed by USDMA ..... under the said contract up to a maximum amount of Rs. .... (Rupees only)