

Subject: Quotation for Supply of Emergency Control Centre Protection Equipments for EdCIL House, Noida.

Dear Sir,

This Corporation is interested in Purchase of Emergency Control Centre Protection Equipments as per the specifications given at Annexure- I. The Protection Equipments will be supplied & installed at Corporate office, Noida.

If you are in a position to meet the specifications as per Annexure-I, you are requested to submit your quotation based on our terms & conditions as set forth hereunder.

The quotation is based on single bid (Techno-commercial) system. *The envelope should contain the following documents strictly.*

1. Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand only) by Demand Draft only drawn in favor of 'EdCIL (India) Limited' Payable at Delhi/Noida. Any bid received without EMD will be rejected summarily. However, Bidders registered with DGS&D, NSIC or MSEs are exempted from payment of Bid Security.
2. Price Bid (Annexure II).
3. The Vendors should be the Authorized Supplier / Channel Partner / Representative of the Authorized Supplier.
4. The printed Brochures for the items quoted may be attached.
5. Technical Compliance Statement (Annexure I)

Contd.2/-

TERMS AND CONDITIONS: -

Your quotation will be considered only for the specifications given at the Annexure-I. Other terms & conditions will be as under: -

1. Sales tax to be charged should be shown separately; if no sales tax is shown separately, it will be presumed that sales tax is included in the rates.
2. *You are requested to quote your Local Sales Tax No. _____ or Central Sales Tax No. _____ whichever is applicable for the purpose of making payment on account of sales tax/central sales tax.*
3. The quotation in the enclosed format should reach in a sealed cover superscribed "**Quotation for Emergency Protection Equipments for EdCIL, Noida**" addressed to the Asst. Manager (Admin.), EdCIL (India) Ltd., Ed.CIL House, 18A, Sector 16A, NOIDA so as to **reach not later than 1500 hrs. on 30/04/2015**. The quotation received after the due date will not be entertained. Any quotation received without the above superscription on the face of the envelope will not be entertained.

4. OPENING OF THE TENDER

- (i) Sealed tender received up to **15.00 hours on 30/04/2015** will be taken up for opening. Tender received after the specified date and time will not be accepted. EdCIL reserves the right to disqualify any or all of the tenders in case it is not satisfied with the documents furnished or otherwise without assigning any reasons thereof. The bids will be opened up on the same day i.e on **30/04/2015 at 15.30 hrs** before the evaluation committee and the bidders in the office premises at **EdCIL (India) Limited, Sector 16A, Plot 18A, NOIDA – 201 301**.
5. All the amount shall be indicated by the vendor in figures as well as in words. Where there is any difference between price quoted in figures and words, amount quoted in words shall prevail.
6. Your quotation shall remain open for acceptance for 90 days or as may be specified from the date of opening. No revision / modifications in the quoted rate will be allowed during the period of validity of quotation or the extended period.
7. The material on receipt at our office will be inspected. The supplier shall have to replace the materials, if any found defective at site/office on free of cost basis.

8. Supplier shall guarantee/warranty that all the equipment supplied by them whether manufactured by them or their subcontractor or purchased from any other source and supplied to Corporation shall be new and free from all defects arising due to defective material or manufacturing defects. The equipment supplied shall be of first class workmanship with effective design.
9. Supplier shall give on-site warranty at to replace, rectify or repair free of cost, the components or part of equipment proved to have become unserviceable due to any of the above defects within warranty period. In the event of the supplier's not complying with the above within a reasonable time, the Corporation will have the option to rectify, repair or replace the defective parts after giving one week notice to the supplier and recover the cost from the supplier.
10. The Corporation reserves the right to cancel the contract if the quality of material supplied fall below the required specifications and also if the deliveries are not made in accordance with the delivery schedule.
11. The successful vendor shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the Corporation otherwise the Corporation shall have the right to cancel the contract and to purchase the goods elsewhere and the successful vendor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such purchase.
12. The payment will be made within 30 days on receipt of invoice (in duplicate) against successfully supply & installation of protection equipment at respective site by a crossed a/c payee Cheque. The supplier is also required to submit delivery & installation challan signed from authorized person at respective site.
13. The offers should be based on the most suitable protection equipment/item incorporating the safety standards to ensure smooth and trouble free working of the protection equipment.
14. In the event of the quotation being submitted by a firm it must be signed separately by each partner holding Power of Attorney authorizing him to do so.
15. In case of a Company the quotation should be submitted in the manner as laid down in the said Company's Articles of Association.
16. You are requested not to erase or mutilate any word(s) or figures occurring in your quotation, otherwise the quotation may be ignored. The overwriting is not allowed.

17. Delivery of goods/material is required to be made within 30 (thirty) days strictly from the date of receipt of purchase order in this regard positively, failing which LD clause w.r.t 1% per week will be charged up to maximum of 10%.the EMD deposited with the quotation will be forfeited.
18. Within 10 days of receipt of the Purchase order, the successful supplier shall furnish a Performance Security (Bank Guarantee) valid up to 30 days after the expiry of warranty period from a nationalized bank equivalent to 5% of the Purchase Order Value, failing which EMD of the same will be forfeited & the contract will be cancelled. The above performance guarantee(s) should be in the form of Bank Guarantee in favour of EdCIL (India) Limited issued by only a Nationalized Bank located in India, as per format given in Annexure III.
19. This Corporation also reserves the right to accept or reject any quotation in whole or in parts without assigning any reason thereof.
20. EdCIL reserves the right at the time of issue of Purchase Order to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Bid without any change in unit price or other terms and condition.
21. The Supplier shall make all arrangements towards safe and complete delivery at the designated locations indicated by EdCIL in the Purchase Order. Such responsibility on part of the supplier will include taking care of insurance, freight, state level permits etc. as applicable.
22. The quotation submitted by the vendors will be evaluated either independently or jointly to arrive at the L-1 price, which is the sole discretion of this corporation. Further, the Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
23. In case the L1 agency failed to deliver the material at site, the EMD deposited by the agency will be forfeited.
24. Your quotation should be free from overwriting. All corrections and alteration should be duly attested by the vendor/tenderer.
25. The quotation should be unambiguous in all respects.

26. Arbitration and Settlement of Disputes:

EdCIL and the supplier shall make every effort to resolve amicably by direct informal negotiation any difference or dispute arising between them under or in connection with EdCIL order.

If after thirty (30) days from the commencement of such informal negotiations, EdCIL and the supplier have been unable to resolve amicably the dispute; either party may require that the dispute be referred for resolution to the formal mechanisms as specified here under:

- a) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitrations & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The arbitrator shall be the Chairperson and Managing Director, EdCIL or any other person appointed/ nominated by him.
- b) The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the service provider is specifically directed by EdCIL to desist from working in this behalf.
- c) The venue of arbitration shall be in Delhi.
- d) The language of proceedings shall be in English.
- e) The Law governing the substantive issues between the parties shall be the Laws of India.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitration shall be deemed to have commenced on the date of the arbitrator issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

Yours faithfully,

(Sushant Dey)
Assistant Manager (Admin.)

ANNEXURE - I**TECHNICAL COMPLIANCE STATEMENT**

Specification as per requirement	Specification quoted by Bidder
<p>Fire Proximity Suit :</p> <ul style="list-style-type: none">-Made from aluminized glass fiber cloth with vapor / heat resistance lining.-Stitched with Kevlar thread.-It consists of hood, visor and fiber glass fireman helmet.-Coverall with or without BA set pouch.-Gloves with FR & woolen lining and insulation.-Superior quality Shoes with oil skid and heat resistance Nitrile Sole.-Suitable for proximity fire industrial radiant heat up to 1500 deg. C. <p>Fire Blanket :</p> <ul style="list-style-type: none">-Flame resistant,UV resistant and abrasion resistant-Used in areas where there are welding and cutting procedures underway-size 6ftx6ft-Colours may be as availability. <p>First Aid Water Gel Fire Blanket:</p> <ul style="list-style-type: none">-For offering emergency burn first aid care.-It puts out the fire,stops burn progression,cools skin and relieves pain-size 5ftx6ft <p>Compressed Air Breathing Apparatus:</p> <ul style="list-style-type: none">-30 minutes time duration.-Pressure Reduction System of set should be as per the latest International standards-No assistance required for donning the set-The Cylinder can be charged for recharging without any difficulty-The brass parts are chromium plated for corrosion resistance-Gives audible alarm before the expiry of the time-The equipment is supplied with easy to carry case.	

Authorized signature with date & Seal of organization

ANNEXURE - II**PRICE SCHEDULE (Price Bid)**

(in Rs.)

Items	Qty.	Rate per Quantity	Rate including all without TAX (P/U)	Total Amount without Tax	Tax, if any
Fire Proximity Suits	01				
Fire Blanket	02				
First Aid Water Gel Fire Blanket	01				
Compressed Air Breathing Apparatus	01				
Total without TAX					

Total cost in Rs. (words) without tax : _____

Authorized signature with date & Seal of organization

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....
.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20....

Address:.....

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Note: The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred only). The non-judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication

