



भारत सरकार

Government of India

विज्ञान और प्रौद्योगिकी मंत्रालय

Ministry of Science and Technology

विज्ञान और प्रौद्योगिकी विभाग

Department of Science and Technology

प्रशासन अनुभाग

Administration II (B) Section

New Mehrauli Road, New Delhi-110016

Supply Order No.D-13022/1/4/2008 Admn II (B)

Date: 20 Aug., 09

To,

M/s S S Fire Protection Engineers
Behind Panipat Co-operastive Bank
Railway Road, Panipat
Haryana-132103

Supply Order: Supply, installation & commissioning of fire extinguishers at the various points of Technology Bhavan.

Dear Sirs,

You are hereby requested to arrange the supply, installation & commissioning of fire extinguishers at the various points of Technology Bhavan as specified herein. This supply order is intended for supply, installation & commissioning of fire extinguishers at the various points of Technology Bhavan in accordance with the prices, terms and conditions mentioned in our advertised tender enquiry of even number dated 29 Jan, 2009 and your letter No. Nil dated 05th March, 2009 for the job as mentioned in the manner specified below and shall operate to create a specific contract between you and the purchaser.

2. Description of job, Quantity and prices:

Sl No.	Description	Total Destination cost	Qty	Total Cost
01	ABC Type Fire Extinguishers 5 Kgs (Portable)	Rs.900/-	120 Nos.	Rs.1,08,000/-
02	ABC Type Fire Extinguishers 10 Kgs (Trolley Mounted)	Rs.1900/- (Basic cost FE: Rs.1700/- + Rs.200/- for trolley)	20 Nos.	Rs. 38,000/-
	Total			Rs.1,46,000/-

Total price payable for the complete job is Rs.1,46,000/- (Rupees one lac and forty six thousand only).

Cont'd...02/-

3. Name & Address of firm: M/s S S Fire Protection Engineers
Behind Panipat Co-operastive Bank
Railway Road, Panipat, Haryana-132103
4. Name of the Brand: i) Life Guard or
ii) Mahavir or
iii) Fire Bird
5. Name of the Manufacturer: i) M/S United Fire Equipments Pvt Ltd, K-960,
Rithala, Rohini, New Delhi
or
ii) M/S Mahavir Industries, Bhandup Mumbai-78
or
iii) M/S Chawla Fire Protection Engineers
2095, Modern Industrial Estate, Bahadurgarh
Haryana
6. Specifications: i) ABC Type 5 Kgs Capacity, Portable IS 13849
ii) ABC Type 10 Kgs capacity, Trolley Mounted IS 13849
7. VAT & Service Tax: Inclusive
8. Excise Duty: Not applicable.
9. Demonstration/ field trial: The Department will pick up one sample each from the lots and the demonstration/ field trial will be conducted by the firm in front of the Reprs of the Department as per the specification.
10. Inspection Authority & Inspecting Officer: Department of Science & Technology and Authorized representative of DST, New Delhi-16.
11. Delivery & installation: Free supply, installation & commissioning at site (Department of Science & Technology, Technology Bhavan, New Mehrauli Road, New Delhi-16) including freights and forwarding, transit insurance etc.
12. Delivery & installation period: Entire work of **Supply, installation & commissioning of fire extinguishers** should be completed on or before 30 days from the date of issuance of letter.
13. Name of the Purchaser: The President of India
14. Name of the Consignee: Department of Science & Technology, New Delhi, Shri Rajiv Mahendru, Under Secretary, Admin II (B).
15. Performance Security: The firm is required to submit a performance security for an amount of Rs.15,000/- (Rupees fifteen thousand only) through Demand Draft or in the form of a Bank Guarantee from any Nationalized Indian Bank within 15 days from the date of issuance of this letter as per the format given in Annexure I of this Supply Order.

16. Warranty: Two years comprehensive from the date of completion of job. Any complaint shall be attended within a response time of 48 hours on 24X7 basis. If the system is required to be picked up and taken to your premises for removing the defects, the same shall be picked up from the consignee latest by the next working day and dropped back to the consignee within 07 working days. Any component required to be replaced within the warranty period shall be totally new component and not reconditioned or repaired component.

17. Payment terms: 100% payment shall be released on successful completion of job in full & good condition. Payments shall be made against bills to be preferred in triplicate, to the undersigned.

18. Paying authority: Controller of Accounts or his authorized representative, Pay & Accounts Office, DST, New Delhi-110016

19. In addition to points mentioned above, the terms & conditions stipulated in the original tender enquiry dated 29 Jan., 2009 and as amended from time to time will also form a part of this Supply Order.

(Rajiv Mahendru)
Under Secretary

For and on behalf of the President of India

Encl: Annexure I

Copy to:

- i) Controller of Accounts/ Dy. Controller of Accounts/ Principal Accounts Officer : without enclosure
- ii) IFD: without enclosure

FORMAT FOR PERFORMANCE BANK GUARANTEE

Bank Guarantee for Supply, installation & commissioning of fire extinguishers at the various points of Technology Bhavan

In consideration of the President of India acting through Shri Rajiv Mahendru, Under Secretary, Admin II (B), Department of Science & Technology, Technology Bhavan, New Mehrauli Road, New Delhi-110016 (hereinafter called the "Department") having agreed to issue a Supply Order to M/S S S Fire Protection Engineers, Behind Panipat Co-operative Bank, Railway Road, Panipat, Haryana-132103 *[Name and address of the supplier] (hereinafter called "the Supplier") to comply with the prescribed obligations for executing the Supply, installation & commissioning of fire extinguishers at the various points of Technology Bhavan

2. Whereas we _____ Bank, (indicate the name, address and other particulars of the Bank), a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 (hereinafter referred to as "the Bank") having its Head Office at _____ and a branch office amongst other places at _____ has agreed to irrevocably and unconditionally guarantee to the Department that the Supplier shall render all the necessary services in accordance with the terms and conditions of the Advertised Tender Enquiry/ Supply Order and which may be required for and in connection with the said Supply Order and performance thereof to the satisfaction of the Department.

3. Now therefore we, the Bank, hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier up to a total Rs.15,000/- (Rupees fifteen thousand only) payable, and we undertake to pay you, upon your first written demand and without cavil, demur or argument, any sum or sums within the limits of Rs.15,000/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

4. We, the Bank, do hereby agree that the decision of the Department as to whether the Supplier has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is not free from deficiencies or defects or not is in accordance with of the terms and conditions of the said Advertised Tender Enquiry/ Supply Order and as to the amount payable to the Department by the Bank hereunder, shall be final and binding on the Bank. Any

dispute between the Department and the said Supplier shall not affect our obligation under this guarantee.

5. We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand and acknowledge that we are the primary obligee and not just the surety of the Supplier.

6. We further agree that no change or addition to or other modification of the terms of the Supply order or of the works to be performed there under or of any of the related documents shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. Etc.

7. We _____ Bank, do hereby declare and agree that:

- (a) The Guarantee herein contained shall remain in full force and effect till the expiry of the warranty period. It shall also continue to be enforceable till all the dues of the Department under and by virtue of the said Supply order Permission have been fully paid and its claims satisfied or discharge or till Department informs that all the terms and conditions of the said Supply Order have been fully and properly carried out by the said Supplier and accordingly discharged this guarantee.
- (b) The Department shall have the fullest liberty without our consent and without discharging in any manner our obligations hereunder to vary any of the terms and conditions of the said Supply Order or to extend time of performance of any obligations by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Supplier and to forbear or to enforce any of the terms and conditions relating to the said Advertised Tender Enquiry/ Supply order and we shall not be relieved from our liability by reason of any variation or extension being granted to the said supplier or forbearance act or omission on the part of the Department or any indulgence by the Department to the said Supplier or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
- (c) Any claim which we have against the Supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Department exercise any legal right or remedy of any kind in respect of any such payment or performance so long as our obligations hereunder remain owing and outstanding.
- (d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Supplier.

(e) The Bank will not revoke the guarantee during the currency except with the previous consent of the Department.

8. The bank under its constitution power gives this guarantee and Sh. _____, who has signed on behalf of the bank, is duly authorized to execute this guarantee.

9. This guarantee shall not be discharged or affected due to any change in the name, constitution or address of the bank or the Supplier.

10. This guarantee shall be valid initially for a period of two years from this date and until 28 days after the date of issue of the Defect Liability Certificate by the Department.

11. This guarantee shall be renewed at least one month prior to the expiry of each two years' term.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

In the presence of:

1. _____
(Name, Occupation & Address)

2. _____
(Name, Occupation & Address)