

INVITATION TO TENDER

Ministry of Home Affairs
Government of India
6, Serpentine Road,
Patna-800001

Dated:

Tender Enquiry No. 12/42/2011-12Estt (Stores)

Dear Sir,

You are invited to offer tender for supply of stores as details given in the schedule to this enquiry.

2. The conditions of the contract which will govern any contract made are contained in Pamphlet No DGS&D-36 entitled "Conditions of contract governing contracts, placed by the Central Purchase Organization of the Government of India as amended up to 31-12-1991 and those contained in the Pamphlet No. DGS&D-229 containing various instructions to tender quoting against the tender enquiry issued by the DGS&D.

3 The above mentioned pamphlets and the list of amendments thereto can be obtained on payment from the under mentioned officer:

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

4 The following certificate should be give in the request

"It is certified that our concern/establishment require the copy of the specification and other details in connection with the TE No 12/42/2011-12Estt (Stores) is further certified that the information contained in the document will be utilized by our concern/establishment for own use only for the purpose of producing supplying/inspection of stores. The information contained therein will not be divulged/ supplied to any outside agencies not authorized to the same without prior approval of the issuing authority".

5 If you are in a position of quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and returned to this office.

6 Your tender should be submitted in triplicate. This tender not transferable.

Yours Faithfully

Joint Deputy Director

No. 12/42/2011-12Estt (Stores)
Ministry of Home Affairs
Government of India
6, Serpentine Road,
Patna - 800001

PRICE PER TENDER SET Rs. 100.00 (Rupees One Hundred only)

EARNEST MONEY REQUIRED Rs. 18,000.00 (Rupees Eighteen Thousand only)

(Tenderer's are advised to go through the **earnest money clause attached with this T.E carefully before filling the tenders.**

Tender document can be purchased from **our office reception from 15/03/2017 to 16/03/2017 between 1500 hours to 1600 hours on working days.**

DGS&D/NSIC registered suppliers are exempted from paying Tender Price and Earnest Money. No Public Sector Unit/Joint Sector unit will be exempted from paying the Earnest Money.

Closing Date for submission of tender in the office of

Joint Director, 6, Serpentine Road, Patna 800001 : 1600 hrs on March 17 , 2017

Time and date of opening of Bid : 1200 hrs on March 20, 2017

The tender shall remain open for acceptance for 6 months from the date of opening of bids.

Sl. No	DESCRIPTION OF STORE	QTY.	Unit Rate including taxes
1.	Supply and installation of split AC (Voltas,1.5 T, 3 Star)	07	
2.	Supply and installation of split AC (Voltas, 0.75 T, 3 Star)	01	

All tender documents duly completed and signed on each page are to be returned with your offer.

2. The tender must be submitted in duplicate along with manufacturer's technical specification sheet, technical literature, leaflets, and brochures' etc. of the products offered in the tender.

3. Incomplete offers, Offers not conforming fully to T.E requirements or with vague replies or without Earnest Money will not be considered.

Joint Deputy Director

4. Firms must clearly indicate in their offer different taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offers like DUTIES AS APPLICABLE shall not be considered.
5. Offers received without these details and without Earnest Money will be ignored.
6. **The Purchaser** : Joint Director, SIB, MHA, Patna, Bihar
7. **Inspection Authority** : Joint Deputy Director/E, SIB Patna, Bihar
8. **Inspecting Officers** : Representatives of Assistant Director, SIB, MHA, Patna
9. **Performance Security** : An amount equivalent to 10% of the value of Supply order/AT to be deposited by the successful bidder. Security deposit may be paid in the form of bank guarantee or FDR in favour of DDO, SIB Patna to remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
10. **Stores required at** : to be supplied at SIB, 6, Serpentine Road, Patna-800 001
11. **Delivery required by** : Full supply of the stores to be handed over to the indenter at Patna on or before the delivery date mentioned in the Acceptance of Tender (AT). Failing which LD will be chargeable @ **0.5% per week with a maximum of 10%**. The purchaser reserves the **right to revoke the supply order and forfeit** security deposit thereafter.

Joint Deputy Director

CONDITION REGARDING DEPOSIT OF EARNEST MONEY & PRICE OF TENDER SET.

1. All firms are required to deposit EARNEST MONEY of Rs.18,000/- (Rs Eighteen Thousand)

NO PUBLIC SECTOR UNIT OR JOINT SECTOR UNIT IS EXEMPTED FROM PAYING EARNEST MONEY

2. The earnest money can be deposited in any one of the following alternative forms
 - a. A bank draft drawn in favour of DDO, SIB Patna. The draft should be payable at SBI, J.C. Road, Patna. (Branch code -001233)
 - b. An irrevocable Bank guarantee of any Nationalized Schedule Bank of reputed commercial bank of the tender country in the PROFORMA ATTACHED.
 - c. A FIXED DEPOSIT RECEIPT FROM NATIONALIZED Scheduled Bank or reputed commercial bank of the tender country in favour of DDO, SIB Patna.
3. The Earnest Money shall be valid and remain deposited with the purchaser for the period of six months from the date tender opening. If the validity of the tender is extended, the validity of the BG or any other document submitted in lieu of EMD will also be suitably extended by the tenderer, failing which the tender after the expiry of the aforesaid period shall not be considered by the purchaser.
4. No interest shall be payable by the purchaser on the EM deposited by the tenderer.
5. The EM deposited is liable to be forfeited if the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of his tender.
6. The Earnest money of the successful tenderer shall be returned after the award of contract.
7. The earnest Money of all unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of the bids validity and placement of contract. Tenderer are advised to send a pre-receipted challan along with their bids so that refund of EM is made in time.
8. Any tender not accompanied with Earnest Money in one of the approved forms acceptable to the purchaser, shall be rejected.
9. PRICE PER TENDER SET :
 - i) In case of tender document sets are not purchased from our officer, a crossed bank drafting of equal amount drawn in favour of DDO, SIB Patna Bihar may be accompanied with the bid. The draft should be payable at Patna.
 - ii) In case of tender sets are purchaser from our office money receipt in original should accompanied with the bid.

Joint Deputy Director

Enclose with Technical Bid
PROFORMA FOR EARNEST MONEY
PROFORMA OF BANK GURANTEE FOR EARNEST MENEY
(ON NON-JUDICIAL STAMP PAPER OF REQUISITE AMOUNT)

Bank guarantee No.....

To,

The DDO
Ministry of Home Affairs (SIB)
6, Serpentine Road,
Patna-800 001

Dear Sir,

In accordance with your Invitation to tender

M/S.....hereafter called the tenderer with the following Directors on the board of Directors Partners of the firm

- 1
- 2
- 3
- 4

wish to participate in the said Tender for the supply of stores from Ministry of Home Affairs (SIB Patna). As a Bank Guarantee against Earnest Money the sum of Rs. 18,000/- (Rs. Eighteen thousand) valid for six months from the date of opening of the tender March 20, 2017 is required to be submitted by the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of six months to immediately pay on demand by DDO, SIB Patna, Ministry of Home Affairs writing the amount of Rs. 18,000/- (Rs. Eighteen thousand) without any reservation and recourse if :

- i. The tenderer after submitting his tender modifies the rates or any terms and conditions thereof, except with the previous written consent of the Purchaser.
- ii. The tenderer withdraws the said Tender within six months after opening of the Tender

Or

- lii. The Tenderer having not withdrawn the tender fails to furnish the contract security deposit imposed for the performance of the contract within the period of provided in the general conditions of contract.

The guarantee shall be irrevocable and shall remain up to six months if further extension to the guarantee is required the same shall be extended to such required period on receiving Instruction from M/S.....of whose behalf this guarantee is issued.

Date.....Signature

Place.....Printed Name.....

Witness.....

I(Bank commercial seal)

Joint Deputy Director

Special Conditions

The offer must fulfill and comply following special conditions:

Special Conditions will supersede the conditions mentioned else where in the document. Wherever applicable these conditions will over ride the conditions mentioned else where in the document.

1 **Confidentiality:** The purchase of sub-systems in this tender is related to a classified project of the Government of India. All bidders are requested to maintain confidentiality and not to disclose part or share any information/program of tender processing with any person or party not authorized by tender or direct

End user name and address should not be disclosed to any of the sub-contractors, suppliers to bidder for bought out items. Where ever necessary End user's name may be given as Technical Laboratories, Ministry of Home Affairs, New Delhi. Any failure or lapse in maintaining confidentiality on the part or bidder will be dealt as the breach of confidentiality.

2 **Submission of bid-** The offer is to be enclose in DOUBLE COVER. The inner cover should be sealed and bear our reference number and the due date. Tender enquiry number, date, time of opening and contents therein should be marked on the top of the outer cover. The outer cover should be addressed to the Assistant Director-E, Ministry of Home Affairs, SIB, 6, Serpentine Road, Patna, Bihar-800001. Please not the quotation received after due date, time and in unsealed cover will be ignored. The quotations should reach the undersigned on or before 1600 hrs. March 16, 2017. The offer must be prepared and must include:-

- I. Eligibility documents
- II. Earnest Money
- III. Technical compliance as per schedule in tender document
- IV. Make and model of the battery
- V. Specification and literature/leaflets of the battery offered
- VI. Commercial terms and condition including total cost of the offer , cost break-up of equipment, taxes and duties with prevailing rated (proforma at Annexure-III)

3 **The supplier should guarantee that items would continue to conform to the description and quality as per the TE requirement for a period or warranty 24 Months from the date of technical acceptance of the items. This guarantee must be all-inclusive, including repair, replacement of faulty parts, components free of cost. In the event of failure of a sub-units(S). the faulty Sub-unit(S) must be repaired within 6 hours (excluding traveling time by quickest mode of transport) of reporting the fault by purchaser to the Supplier, failing which a penalty a 0.5% of the cost of faulty equipment per day, until the repair of faulty unit would be charged by the purchaser from the supplier, subject to a maximum of 10%.**

4 **Payment terms:** 100% on successful supply and acceptance at site by the purchaser within one month.

5 **Late delivery-** (i) Implementation including supplies, testing, and installations of the stores should be completed within the agreed time schedule. In the event of delay in implementation for any reason, the purchaser would be entitled to charge LD penalty @0.5% of the cost of total Purchase Order per week for ever week's delay, subject to a maximum of 10%. In the event of delay of more than 10 weeks, purchaser will have the right of revoking the purchase order and forfeiting the Security Deposit.

6 The Purchaser reserves the right of accepting or rejecting any or all the tenders,

7 Eligibility-

- I. Tender must be an authorized dealer/representative of OEM for more than a year or should submit an authorization from OEM, who has their representation in India for more than one year, to participate in bid. The bidder should produce an undertaking from OEM in the name of purchaser that the OEM should provide support for life time of the battery (expected 24 Months). Further the OEM Should confirm in writing that the offered system is latest being manufactured and marketed by them. Documentary proof in this regard may please be enclosed with bids.
 - II. Tenderer must enclose and undertaking stating that he or his firm has not been debarred for bidding by any government organization.
- 8 The bidder should respond to each section, point or requirement within the tender enquiry.

Joint Deputy Director

The following amendments may be carried out in the pamphlet entitled conditions of contract governing the contract place by Central, Purchase Organization of Government of India 1991 addition bearing Symbol DGS&D 39 Form No. DGS&D-68(Revised)

- 1 The definition of Government provided in clause 1(f) page 2 of DGS&D conditions of contract may be amended as under : "Government" means Central Government
- 2 The definition of Secretary Clause 1(k) page 3 of DGS&D conditions of contract being in the administrative charge of subject matter of contract and included Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Sec, in such ministry, and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the president of India. Under clause © - Page 5 of DGS&D Conditions of Contract the word Director General of Supplies & Disposal or head of concerned regional offices may be replaced by purchasers
- 3 Clause 24 i.e. Arbitration : for the existing entries.

Read ARBITRATION

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (accept as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer to be nominated by Ministry of Law and appointed by the Secretary, Ministry of Home Affairs. It will be no objection that the arbitrator is a Government servant that he has to deal with the matters to which the contract relates or that in the course of his duty as a government servant he has expressed view on all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to these contract, it is term of this contract that :

- A) In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Government for any reason, it shall be lawful, for the Secretary, Ministry of Home Affairs either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. In every such case, it shall be lawful to the Secretary, Ministry of Home Affairs in place of the outgoing arbitrator, as the case may be to act on the record of the proceeding as them taken in the arbitration or to commence as then taken on the arbitration or to commence the proceeding de novae, as he may as his discretion decide,
- B) It is further a term of this contract that no person other than the Secretary, Ministry of Home Affairs or the person appointed by him should act as arbitrator and that if for any reasons that is not possible, the matter the matter is not to be referred to arbitration at all.
- C) The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.
- D) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be on the discretion of the arbitrator.
- E) Subject as aforesaid, the arbitration Act 1996 and rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceeding under this clause.
- F) The venue of arbitration shall be the place where the contract is concluded o9r such other place as the Secretary at his discretion may determine.
- G) In this clause the expression the Secretary, Ministry of Home Affairs mean the Secretary of Home Affairs for the time being and includes, if there be no secretary, the officer who is for the time being the Administrative Head of Ministry of Home Affairs whether in addition to the other functions or otherwise.
- H) Similarly, the reference to DGS&D wherever appearing may be suitably modified.

Following amendments may be carried out in the pamphlet No DGS&D-229 containing various instruction to Tenderer. Form No. DGS&D 230 reference DGS&D wherever appearing in clause No. 14,33,34,35,39 and 40 and appendix 'A' for form No. DGS&D 096 may be amended to read as purchaser.

PROFORMA FOR PRICE BID

Sl. No.	Description of items & make	Qty	Rate per unit	Excise Duty		Sub Total-1	Sale Tax		Sub Total	Freight Insurance & Other Incidental charges	Unit Charges including tax
				Rate	Amount		Rate	Amount			

(Total rupees only)

Joint Deputy Director