

No. 19/1/2013-Genl./ 527
Government of India
Ministry of Commerce & Textile
Directorate General of Foreign Trade
Udyog Bhawan, New Delhi

DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR SUPPLY OF UPS/INVERTER BATTERIES

The Directorate General of Foreign Trade invites sealed quotations from Delhi based interested firms for procurement of UPS/Inverter Batteries (as detailed in Annexure-I). These batteries are generally purchased on demand basis for the period of one year, from the firms / vendors having annual turnover of Rs. 10 lakh (Rupees ten lakh only) for the last three financial years. The time schedule is as under:-

Closing Date & Time for Receipt of Tender:	23 rd August, 2013 (15:00 Hrs.)
Place for Submission of Tender:	tender Box kept in Room No. 202. Udyog Bhawan New Delhi-110011. Date & Time
Date of Opening of Tender:	23 rd August, 2013 at 15:30 Hrs
Place of Opening of Tender:	Room No. 207, H-Wing, DGFT, Udyog Bhawan, New Delhi-110011.

* This Tender Document may also be downloaded from the DGFT website <http://www/dgft.gov.in> and from <http://www.eprocurement.gov.in>.

2. SUBMISSION OF BIDS:- The Bid, in the prescribed format in a sealed cover, duly superscribed "Quotation for UPS/Inverter Batteries" and addressed to Harit Kumar Shakya FTDO, Directorate General of Foreign Trade, Room No. 202 H-Wing, Udyog Bhawan, New Delhi-110011, should be sent by Registered Post or be dropped in the Tender Box kept in Room No. 202, DGFT, Udyog Bhawan, New Delhi-110011, Not Later than 15:00 Hrs on 23rd August, 2013 containing following documents:-

- a) VAT/Sales Tax Registration Certificate along with TIN Number.
- b) Latest VAT/Sales Tax Clearance Certificate.
- c) Earnest Money Deposit Rs.10000/- (Rupees ten thousand only) as per clause no. 4 of the Tender Enquiry Document.
- d) List of Ministries/Government Departments to whom the items mentioned in Annexure-I are/were supplied by the firm.
- e) Annexure-I containing price schedule. The Annexure should be duly signed and stamped.

Unstamped and/ or unsigned price Bids will not be entertained. The price bid should be in the same format as per Annexure-I (without VAT). The percentage of VAT should be mentioned separately. The rates of the items should be inclusive of all costs i.e., cost of

item, delivery charges and all other taxes except VAT. The bidders should quote their unconditional rates, strictly as per the tender format. No cutting/overwriting in the tender will be accepted and the bids containing any cutting/overwriting shall be summarily rejected. The tenderer has to quote the rates of all items mentioned in Annexure-I. Otherwise, the price Bid would not be considered by this Directorate.

3 OPENING OF THE BIDS

3.1 The bids will be opened on the date indicated at Para –I above at 15.30 Hrs. in Room No. 207, DGFT, Udyog Bhawan, New Delhi-110011, in the presence of the bidder or their representatives who may like to be present.

3.2 Late Bids : Bids received after the specified date and time, as indicated in Para - 1 will not be considered.

4 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

4.1 EMD of Rs. 10000/- (Rupees ten thousand only) in the form of DD/ Banker's cheque from any commercial bank, payable in favour of the Accounts Officer, CPAO, DGFT, payable at New Delhi, must accompany the Technical Bid. The Bid Security should be valid for 120 days. The Tenders received without EMD/ Bid Security will be rejected.

4.2 The firms registered with DGS&D/National Small Industries Corporation (NSIC)/NCCF/KB for all these items only are exempted from depositing bid security. However, they have to enclose valid registration certificate(s) with their tender in a sealed envelope superscribed "BID SECURITY DEPOSIT"

4.3 EMD of all the unsuccessful bidders will be returned to them after finalization of the contract. EMD of the successful bidders will be returned only after receipt of the Performance Security.

4.4 In case of successful tenderers, the Bid Security may be adjusted towards the Performance Security Deposit to be payable, on request..

4.5 The amount remitted towards Bid Security is liable to be forfeited if the tenderer resiles from the offer after submission of the tender or after the acceptance of the offer by the department or fails to sign the contract or to remit the Performance Security Deposit.

4.6 No interest will be paid by the department on the Bid Performance Security Deposited/remitted.

5 PERFORMANCE SECURITY

5.1 The successful bidder will have to furnish Performance Security of Rs 25000/- (Rupees twenty five thousand only) in the form of F.D.R/ Bank Guarantee from any of the commercial bank, in favour of the "Account Officer, CPAO, DGFT," Payable at New Delhi, within 15 working days of the award of the contract.

5.2 Performance Security will be refunded to the supplier, after it duly performs and completes the contract in all respect.

5.3 Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract.

5.4 In case, the firm fails to supply the items within specified delivery period, the materials will be procured from open market and the difference of cost, if any, will be recovered from Security Money or from pending bill of defaulting firm or from both in case the recoverable amount exceeds the amount of performance Security.

6 DELIVERY PERIOD AND LOCATION :- Delivery should be made at the following address within 2 calendar days of placement of supply/purchase order:

Room Number-202, DGFT, H-Wing
Udyog Bhawan,
New Delhi-110011

7 OTHER TERMS AND CONDITONS:-

7.1 The tendered items would be purchased, generally, on monthly demand. However, in emergency, the supplier can be asked for immediate supply of the required item(s). The bidder should be able to provide these items on holidays/Sundays also.

7.2 The rates quoted should remain valid for a period of one year from the date of letter of intent awarding the contract.

7.3 The owner/manager of the firm should be available on his/her own direct telephone (office as well as residence) and also on mobile phone so as to call in emergent case. The mobile number should also be given.

7.4 No advance payment will be made in any case.

7.5 The contractor shall be responsible for behavior and conduct of it's workers. No worker with doubtful integrity or having bad record shall be engaged by the supplier.

8 TERMINATION FOR INSOLVENCY

The department may at any time terminate the Contract Agreement by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

9 WARRANTY OF QUALITY AND QUANTITY OF UPS/INVERTER BATTERIES

9.1 The awardees shall give warranty that all UPS/Inverter Batteries are as per specification, conforming to the specified design and there are no defects in the process of manufacturing, packaging, transportation and delivery.

9.2 Upon receipt of notice from department for defective material, the firm shall within 7 days of receipt of notice, replace the defective material, free of cost at the destination. The firm shall take over the defective material at the time of their replacement. No claim whatsoever shall lie on the department for the replaced goods thereafter. If the firm fails to replace the defective batteries within a reasonable period, the department may proceed to take such remedial actions as may be necessary, at the company's risk and expense.

10 ARBITRATION

In the event of any question, dispute or difference arising between the department and the company in relation to any matter arising out of or connected with the manufacturing, packaging and delivery, job assigned to the firm execution under the contract agreement, the same shall be referred to the sole arbitration of an officer to be nominated by the JDG concerned. The decision of the arbitrator shall be final and binding on both the parties to the agreement.



(Harit Kumar Shakya)

FOREIGN TRADE DEVELOPMENT OFFICER

Ph. No. 23063451

Copy to:

1. EDI for placing the above contract on Web site of DGFT,
2. CPP Portal.

ANNEXURE-I

Type of Battery	Rate per battery(Inclusive of all costs i.e. cost of item, delivery charges and all other charges except VAT(percentage of VAT should be mentioned separately)
12V, 25 Plates for inverter (150 AH)	
12V 100 AH-SMF	
12V 65 AH-SMF	
12V 42 AH-SMF	
12V 26 AH-SMF	
12V 7 AH-SMF	