

No. 1/02/40/AM-13/EDI/Genl. / 911  
Government of India  
Ministry of Commerce & Industry  
Directorate General of Foreign Trade  
Udyog Bhawan, New Delhi

**DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR SUPPLY OF 12V 65AH SMF BATTERIES FOR 30 KVA UPS**

The Directorate General of Foreign Trade invites sealed quotations from Delhi based interested firms for procurement of 30 Nos of 12V 65AH SMF Exide brand Batteries (as detailed in Annexure-I). These batteries will be purchased 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: 29<sup>th</sup> January, 2015 (15:00 Hrs.)  
Place for Submission of Tender: tender Box kept in Room No. 202.  
Udyog Bhawan New Delhi-110011.  
Date of Opening of Tender: 29<sup>th</sup> January, 2015 at 15:30 Hrs  
Place of Opening of Tender: Room No. 212, 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 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 29<sup>th</sup> January, 2015 containing following documents:-

- VAT/Sales Tax Registration Certificate along with TIN Number.
- Earnest Money Deposit Rs.10000/- (Rupees ten thousand only) as per clause no. 4 of the Tender Enquiry Document.
- List of Ministries/Government Departments to whom batteries are/were supplied by the firm.
- 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. Installation charges and Buy Back rates of 12V 65AH batteries should also be mentioned in separate column. 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. 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. 212, 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 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 bidders will be returned to them after finalization of the contract.

**4.4** 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.

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

**5 DELIVERY PERIOD AND LOCATION :-** Delivery and installation should be made at the following address within 3 calendar days of placement of supply/purchase order:

Room Number-568, DGFT, G-Wing  
Udyog Bhawan,  
New Delhi-110011

### **6 OTHER TERMS AND CONDITONS:-**

**6.1** No advance payment will be made in any case.

**6.2** 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.

**6.3** Tender is not transferable.

6.4 This Directorate reserves the right for cancellation/rejection of any or all tenders without assigning any reason thereof

## 7 WARRANTY OF QUALITY AND QUANTITY OF UPS BATTERIES

7.1 The awardees shall give warranty that all Batteries are as per specification, conforming to the specified design and there are no defects in the process of manufacturing, packaging, transportation and delivery. The firm will also provide repair/replacement services during warranty period which shall not be less than 1 year

7.2 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.

## 8 PERFORMANCE SECURITY

8.1 The successful bidder will have to furnish Performance Security of 5% value of contract in the form of F.D.R/ Bank Guarantee from any of the commercial bank, in favour of the "Accounts Officer, CPAO, DGFT," Payable at New Delhi, within 15 working days of the award of the contract.

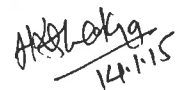
8.2 Performance Security will be refunded to the supplier, after it duly performs and completes the 1 year warranty period.

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

8.4 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.

## 9 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.

  
14.1.15

(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)	% of VAT	Buy Back rates	Installation Charges for 30 No. of Batteries
12V, 65 AH,SMF Exide Brand				