

Bid Document

Limited Tender for the supply of 500 No. of SMF Batteries under buy back (BB) scheme for the UPS systems for DOT Head Quarters at Delhi

Tender No. 17-4/2008-IT
(July, 2008)



भारत सरकार
संचार मंत्रालय
दूरसंचार विभाग
संचार भवन , 20 अशोक रोड ,
नई दिल्ली - 110001
Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhavan, 20 Ashoka Road,
New Delhi - 110001.

(Visit us at www.dot.gov.in)
(Not transferable)

Price: Rs.1000/- only

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SECTION - I
DEPARTMENT OF TELECOMMUNICATION
SANCHAR BHAVAN, 20, ASHOKA ROAD, NEW DELHI - 110001.
No. 17-4/2008-IT Dated 16-07-2008

NOTICE INVITING TENDER

Office of Issue	:	Department of Telecommunication IT CELL, Sanchar Bhawan, New Delhi-110011
Date of issue of Bid document	:	16-07-2008
Tender No.	:	No. 17-4/2008-IT
Tender Forms Available From	:	Assistant Director (IT-III) Room No. 720, Sanchar Bhawan, Sansad Marg, New Delhi-110001
Due date of Receipt	:	up to 31-07-2008 Time 13.00 Hrs.
Date of opening Technical Bid	:	31-07-2008 Time 15.00.Hrs.
Date of opening Financial Bid	:	07-08-2008 Time 15.00.Hrs.

On behalf of Department of Telecommunication (HQ), sealed tenders are invited for Supply of 12 V 7.2 AH S.M.F Battery (500 No.) under buy back (BB) scheme for the UPS systems for DOT HQ at New Delhi for a period of one year.

1) Supply of SMF Battery 12V 7.2 AH -500 No. (Under buy back scheme)

Vendor Eligibility Condition: -

- (i) The companies who already have the experience of supplying 500 batteries for more than two years in any Central Government Departments / Ministries/ Govt. undertakings are eligible to participate in the bid.
- (ii) The company should have at least Rs.1 Crores of annual turnover from its sales business only, in last two financial years. Turn over certificate from Chartered Accountant to be enclosed.
- (iii) The company should have the manufacturing facility / authorized sales partners for batteries of any of the companies like Panasonic/Hitachi/Orchid/Exide etc.
- (iv) The company should have adequate physical infrastructure to support battery testing facilities and Repair Center at Delhi. This may be inspected by DOT authorities in case of need.

Bidders shall have to deposit bid security of **Rs.7000/- (Rs Seven Thousand only)** in the form Demand Draft on any scheduled bank at Delhi in favour of "Pay & Accounts Officer, Deptt. Of Telecom. New Delhi-110001" along with the bid.

Intending eligible bidders may obtain copy of the bid document from the Assistant Director (IT-III), Room No720 Sanchar Bhavan, Sansad Marg, New Delhi-110001 on payment of **Rs.1000/- (Rs One thousand only)** (non refundable) up to **31-07-2008 from 11.00 Hrs. to 13.00 Hrs.** The payment will be accepted in the form of crossed Demand Draft on any scheduled Bank at Delhi / New Delhi drawn in favour of "Pay & Accounts Officer, Deptt. Of Telecom. Hq. New Delhi-110001".

SECTION - II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS :

- (a) "The Purchaser" means the Department of Telecommunications (DOT).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, Computer Hardware/Software and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Validation" is a process through which the equipment/System is tested to ascertain its performance against set technical standards as per Tender Specification in Indian Telecom Network. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.
- (i) The selected bidder, herein after called as "supplier", will undertake to Supply the SMF Batteries/ goods, subject to the terms and conditions contained in the contract for which an agreement prescribed by DOT has to be signed

2. ELIGIBLE BIDDERS:

This invitation for bids is open to:

- (i) The companies who already have the experience of supplying 500 batteries for more than two years in any Central Government Departments / Ministries/ Govt. undertakings are eligible to participate in the bid.
- (ii) The company should have at least Rs.1 Crores of annual turnover from its sales business only, in last two financial years. Turn over certificate from Chartered Accountant to be enclosed.
- (iii) The company should have the manufacturing facility / authorized sales partners for batteries of any of the companies like Panasonic/Hitachi/Orchid/Exide etc.
- (iv) The company should have adequate physical infrastructure to support battery testing facilities and Repair Center at Delhi. This may be inspected by DOT authorities in case of need.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The DOT, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:**4. BID DOCUMENTS:**

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Schedule of Requirements
- (e) List of items to be maintained/supplied
- (f) Format for Contract form
- (g) Format for Bid Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Price Schedules
- (k) The check list

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the DOT in writing at the DOT's mailing address indicated in the Invitation for Bids. The DOT shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the DOT shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the DOT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

- 6.2 The amendments shall be notified in writing or by Fax or by e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the DOT and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the DOT may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid** and **(2) Financial bid**:

- 7.1 The Technical Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top.**
- (a) The check list **[as per annexure-VI]**.
 - (b) Authorization letter for the bid opening **[as per Annexure-IV]**
 - (c) Bid Security in the form of bank draft for Rs.7000/- **[as per section-I]**
 - (d) Power of attorney **[as per clause 14.2 of section II]**
 - (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No.17-4/2008-IT (containing 29 pages) by the authorized person/persons. **[as per clause 11.2 of section II]**
 - (f) Documentary Evidence for Technical & Performance Capability (in the form of ISO Certificate) **[as per clause 10.2 section II]**
 - (g) Certificate from CA Regarding Annual Turn over of more than 1 Crores from sales business for last two years **[as per clause 10.1 section II]**
 - (h) Valid Income Tax clearance Certificate/ Income Tax Return with PAN **[as per clause 10.1 section II]**
 - (i) Certificate of Incorporation / Firm Registration Certificate **[as per clause 10.1 section II]**
 - (j) Article of Memorandum of Association / proprietorship deed certificate **[as per clause 10.1 section II]**
 - (k) Certificate of the manufacturing facility / authorized sales partners for batteries of any of the companies like Panasonic/Hitachi/Orchid/ Exide etc. **[as per clause 2 section II]**
 - (l) Experience of supplying 500 batteries for more than two years in any Central Government Departments / Ministries/ Govt. undertakings **[as per clause 2 section II]**

7.2 The Financial Bid shall contain:

- (a) The check list [as per annexure-VII]
- (b) Bid Form [as per annexure-II]
- (c) Price Schedule [as per annexure-V]

Note: **All the documents submitted (whether original or photocopy) in the bid must be legible, otherwise the bid is likely to be rejected.**

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure II and Annexure V.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies & taxes and the price need to be individually indicated against each item it proposed to supply under the contract as per price schedule given in annexure-V. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the DOT.

9.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

9.3 The unit price quoted by the bidder shall be in sufficient detail to enable the DOT to arrive at prices offered for each item in annexure - V.

9.4 **"DISCOUNT"**, if any, offered by the bidders **shall not be considered** unless they are specifically indicated in the price schedule. **Bidders desiring to offer discount** shall therefore modify their offers, suitably while quoting and **shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.**

9.5 The price approved by the DOT for award of supply of SMF Batteries under buy back (BB) scheme will be inclusive of all levies and taxes. This price shall also include charges for removing the old batteries which come under buy back scheme from DOT HQ to supplier premises.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Certificate of incorporation/ Registration of Firm Certificate
- (ii) Articles of Memorandum of Association or proprietorship deed of the company.
- (iii) Valid Annual Income Tax Clearance Certificate / Income Tax Return with PAN.
- (iv) Annual Turnover Certificate for last 2 years from Sales Business, duly certified by Company Secretary/Chartered Accountant.

10.2 The bidder shall furnish documentary evidence that he has the financial, technical and performance capability necessary to execute the contract in the form of ISO certificate.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the DOT's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions **in the form of signing & stamping all the pages of the original bid document by the authorized person/persons**. In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

11.3 For purposes of compliance to be furnished pursuant to clause 11.2 above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the DOT in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY:

12.1 Pursuant to Clause 7 the bidders shall furnish, as part of his bid, a Demand draft for **Rs. 7000/- (Rs Seven Thousand only)** as bid security.

12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of a Bank Draft issued by a scheduled bank in favour of "Pay & Accounts Officer, Deptt. of Telecom., New Delhi-110001", valid for a period of **150** days from the date of tender opening.

12.4 A BID NOT SUBMITTED IN ACCORDANCE WITH PARA 12.1 & 12.3 SHALL BE REJECTED BY THE DOT AS NON-RESPONSIVE.

12.5 The bid security of the unsuccessful bidder shall be returned at the technical bid opening stage possibly, but not later than 30 days after the expiry of the period of bid validity prescribed by DOT, pursuant to clause 13.

12.6 The bid security of unsuccessful bidders of financial bid shall be returned after the successful bidder accepts the work order and submits the performance security if possible, but not later than 30 days after the expiry of the period of bid validity prescribed by DOT, pursuant to clause 13. The successful

bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

(a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form
or

(b) in the case of a successful bidder, if the bidder fails, (i) to sign the contract in accordance with clause 28 and (ii) to furnish performance security in accordance with clause 28.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the DOT, pursuant to clause 19.1 A bid valid for a shorter period shall be rejected by the DOT as non-responsive.

13.2 In exceptional circumstances, the DOT may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:

14.1 The bidder shall prepare the Technical and Financial bids separately.

14.2 The copy of the Bid shall be typed or printed and shall be numbered consecutively and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. **The letter of authorization shall be submitted in written power-of-attorney accompanying the bid.** All pages of the bid shall be signed & stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) authorized for signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

15.1 The bidders shall seal the technical and financial bids in separate envelopes and keep them in a bigger sealed envelope. The Technical Bid shall bear the name "**TECHNICAL Bid of Tender No.17-4/2008-IT**" on the envelope, while the financial Bid shall bear the name "**FINANCIAL Bid of Tender No.17-4/2008-IT**" on the envelope for avoiding any mismatch.

TECHNICAL BID

The Technical Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top.

(a) The check list [as per annexure-VI].

- (b) Authorization letter for the bid opening [**as per Annexure-IV**]
- (c) Bid Security in the form of bank draft for Rs.7000/- [**as per section-I**]
- (d) Power of attorney [**as per clause 14.2 of section II**]
- (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No.17-4/2008-IT (containing 29 pages) by the authorized person/persons. [**as per clause 11.2 of section II**]
- (f) Documentary Evidence for Technical & Performance Capability (in the form of ISO Certificate) [**as per clause 10.2 section II**]
- (g) Certificate from CA Regarding Annual Turn over of more than 1 Crores from sales business for last two years [**as per clause 10.1 section II**]
- (h) Valid Income Tax clearance Certificate/ Income Tax Return with PAN [**as per clause 10.1 section II**]
- (i) Certificate of Incorporation / Firm Registration Certificate [**as per clause 10.1 section II**]
- (j) Article of Memorandum of Association / proprietorship deed certificate [**as per clause 10.1 section II**]
- (k) Certificate of the manufacturing facility / authorized sales partners for batteries of any of the companies like Panasonic/Hitachi/Orchid/Exide etc. [**as per clause 2 section II**]
- (l) Experience of supplying 500 batteries for more than two years in any Central Government Departments / Ministries/ Govt. undertakings [**as per clause 2 section II**]

FINANCIAL BID

The Financial Bid shall contain:

- (a) The check list [**as per annexure-VII**]
 - (b) Bid Form [**as per annexure-II**]
 - (c) Price Schedule [**as per annexure-V**]
- 15.2 The bigger sealed envelope, containing Technical and Financial bids in separate sealed envelopes, shall be:
- (a) Addressed to:
 - Assistant Director (IT-III)**
 - DOT HQ, Room No. 720, Sanchar Bhawan**
 - Sansad Marg, New Delhi-110001**
 - (b) Bear the tender no.17-4/2008-IT and the words 'DO NOT OPEN BEFORE' (due date), and
 - (c) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

(d) Tenders shall either be sent by Registered Post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.

(e) Bids delivered in person shall be delivered to Assistant Director (IT-III) Room No. 720, Sanchar Bhawan Sansad Marg, New Delhi-110001 on or before due date. The DOT shall not be responsible if the bids are delivered elsewhere.

15.3 If the envelope is not sealed and marked as required at paras 15.1 & 15.2 the bid shall likely be rejected.

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the DOT at the address specified under Para 15.2 not later than the prescribed time on due date.

16.2 The DOT may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the DOT and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS:

17.1 Any bid received by the DOT after the deadline for submission of bids prescribed by the DOT pursuant to Clause 16, shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the DOT prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by telex/Fax but followed by a signed confirmation copy by post, marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS:

19.1 The Technical bid shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign an attendance register. The Authority letter (Annexure-IV) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. The venue of opening shall be intimated at the reception of Sanchar Bhawan.

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the DOT, at its discretion, may consider appropriate; will be announced at the opening.

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the DOT may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

21. TECHNICAL EVALUATION / TECHNICAL BID OPENING:

21.1 DOT shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist given at the last.

21.2 Prior to the financial Bid opening, pursuant to clause 22, the DOT will determine technical qualification of each technical bid to the Bid documents. For purposes of these clauses, a technically qualified bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The DOT's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid determined as technically non-qualified will be rejected by the DOT and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

22. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:

22.1 The DOT shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to clause 21. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened and destroyed unopened.

22.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the DOT. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

22.3 The evaluation shall be done on L-1 vendor of total package cost of all the items. The comparison for evaluation shall be of price of the goods offered inclusive of all Taxes and levies.

23. CONTACTING THE DOT:

23.1 Subject to Clause 20, no bidder shall try to influence the DOT on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to influence the DOT in the DOT's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

24.1 The DOT shall consider placement of orders for the supply of SMF Batteries on that bidder whose offers have been found technically, commercially and financially acceptable.

25. DOT'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

25.1 DOT will have the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.

25.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. DOT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The DOT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the DOT's action.

27. ISSUE OF ADVANCE WORK ORDER:

27.1 The issue of an Advance Work Order shall constitute the intention of DOT to enter into the contract with the bidder.

27.2 The bidder shall within 15 days of issue of an advance work order give his acceptance along with performance security in conformity with Annexure III provided with the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the DOT shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the DOT may make the award to any other bidder at the discretion of DOT or call for new bids.

SECTION - III
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the DOT for the supply of SMF batteries under buy back scheme by the bidder.

2. STANDARDS & PATENT RIGHTS:

The good/material provided under this contract shall conform to the standards prescribed in the schedule of requirements as mentioned in Section-IV.

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

3. PERFORMANCE SECURITY:

3.1 The supplier shall furnish performance security to the DOT for an amount of 10% of contract value in the form of Bank Guarantee as in Performa of annexure III, within 15 days of Suppliers receipt of the Advance Work Order. **The Performance Guarantee will be for a period of 18 months.** If the A.W.O. is not accepted, then the bid security will be forfeited. In case of extension of Tender, the performance security is to be extended correspondingly.

3.2 The proceeds of the performance security shall be payable to the DOT as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

3.3 The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the format provided in the Bid Document, Annexure III.

3.4 The Performance Security Bond will be discharged by the DOT after completion of the supplier's performance obligations under the contract.

4. INSPECTION AND TESTS:

4.1 The company should have adequate physical infrastructure to support battery testing facilities and Repair Center at Delhi. This may be inspected by DOT authorities in case of need.

4.2 In case the test / repair centre fails to conform to the requirements/specifications of DOT, the DOT may reject the bidder.

4.3 If any good/goods or any part thereof supplied by the supplier is found defective the same shall be got replaced from an outside source and the cost of any such replacement made by the DOT shall be deducted from the amount payable to the supplier.

4.5 Nothing in clause 5 shall, in any way release the supplier from any Warranty or other obligations under this contract.

5. WARRANTY:

5.1 The supplier shall provide the warranty for one year that items supplied/replaced shall be new and free from all defects and faults in material.

6. PAYMENT TERMS:

6.1 100% payment for receipt of stores (batteries) by the consignee. For claiming payment the following documents are to be produced before paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt
- (vi) Proof of payment of octroi/entry tax etc., if any

6.2 No payment will be made for goods rejected at the site on testing.

7. PRICES:

7.1 (a) Prices charged by the supplier for goods supplied under the Contract shall not be higher from the prices quoted by the vendor in his Bid.

(b) In case of revision of statutory levies/Taxes during the finalization period of the tender, the DOT reserves the right to ask for reduction in the prices.

7.2 (a) Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.

(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

8. SUBCONTRACTS:

The supplier shall notify the DOT in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

9. DELAYS IN THE SUPPLY / PERFORMANCE:

- 9.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short, close /cancels this purchase order and/or recovers liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 9.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 9.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.
- 9.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

10 LIQUIDATED DAMAGES

- 10.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 10.2 below.
- 10.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another TEN weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

11 FORCE MAJEURE

- 11.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 11.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

12. TERMINATION FOR DEFAULT:

- 12.1 The DOT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this Contract in whole or in part.
- (a) If the supplier fails to render services within the time period(s) specified in the Contract or any extension thereof granted by the DOT.
 - (b) If the supplier fails to perform any other obligation(s) under Contract: and
 - (c) If the supplier, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as DOT may authorize in writing) after receipt of the default notice from DOT.
- 12.2 In the event the DOT terminates the contract in whole or in part, pursuant to Para 10.1 the DOT may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the DOT for any excess cost for such services. However, the supplier shall continue performance of the contract to the extent not terminated.

13. TERMINATION FOR INSOLVENCY

The DOT may at any time terminate the Contract by giving written notice to the supplier, without compensation to supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the

competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the DOT.

14. ARBITRATION:

14.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the President of India or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the President of India or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the President of India, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the President of India, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is DOT Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DOT or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitration proceeding shall be the Office of the President of India at New Delhi or such other Places as the arbitrator may decide.

15. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the DOT or any other person or persons contracting through the DOT and set off the same against any claim of the DOT or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with DOT or such other person or persons contracting through DOT.

SECTION - IV

SCHEDULE OF REQUIREMENTS

1. This Schedule of requirement shall supplement the 'Instruction to the Bidder' as contained in section II & General (Commercial) Condition of the Contract as contained in Section III and wherever there is a conflict, the provision herein shall prevail over those in Section II and Section III.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by DOT, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The agreement shall be in force for a period of one year initially, which shall be extendable by a further period of up to one year on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by DOT.
4. DOT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile DOT. DOT also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
5. DOT reserves the rights to counter offer rate(s) against bids quoted by any other bidder.
6. The Supplier must have Test /Repair facilities in Delhi. A brief of facilities available in Delhi shall be furnished. Vendor should have sufficient expertise/ resources and vendor will have to produce a proof of infrastructure and expertise/ resources available for this purpose. DOT may physically verify infrastructure and manpower of the vendor.
7. Bids shall be evaluated as per cost given by bidder in price schedule Bids for SMF Batteries under buy back scheme.
8. Only one rate should be quoted against each item; quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
9. The prospective bidder has to take the DOT personnel for inspection of the sites where they have already supplied the batteries; for verification, if necessary, at their own cost.

(Laxmi)
Assistant Director General (IT-III)

SECTION-V
List of item(s) to be supplied

SMF Batteries

Sl. No	Make	Type	Qty
1	Orchid/Panasonic/Hitachi/Exide	SMF 12 V 7.2 AH	500

Annexure - I

PART – I

Contract Form

1.This agreement is made this day.....between, herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/their successors and **Department of Telecom (HQ)**, herein after called “DOT”, the second party, through Assistant Director General (IT-II), DOT , New Delhi herein after include his successors and assignees, shown as under :--

2.That WHEREAS the first part shall and will execute the work described as “ Supply of 500 No. of 12 V 7.2 AH Batteries under buy back scheme“ in Department of Telecommunications (HQ), New Delhi details of which are given in section-V to this office tender noticedatedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender (NIT) dated.....which shall become part and parcel of this agreement.

3. that the first party would submit each time the following along with their pre-receipted bills in duplicate in support of their claim:--

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt
- (vii) Proof of payment of octroi/entry tax etc., if any

duly signed by the authorized signatory as above.

4. that WHEREAS, the second party shall and will pay on pro-rata basis, based on the numbers of SMF batteries supplied , to the first party a sum of Rs....., as per payment terms stipulated in clause 6.1 or section III of bid document.

5. In accordance with the NIT this agreement is made for a period of one year from, as in clause 1(i) of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS
.....DAY OF.....2008

Witness

For

Supplier

Witness

For

DOT

ANNEXURE - II

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your Work Order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2008

Signature of
in capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Tele No(s):-

Signature.....

FAX No(s)

Address.....

E-Mail Address:-

ANNEXURE - III

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt -----
 ----- (hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an
 agreement / (Work Order) No. ----- Dated ----- made between ----- and
 ----- for the supply of ----- (hereinafter called 'the said Agreement'), of
 performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the
 said Agreement, on Production of a bank guarantee for ----- we, (Name of the
 bank) ----- (hereinafter referred to as 'the Bank') at the request of -----
 -----contractor(s) do hereby undertake to pay to the Government an amount not exceeding -----
 ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by
 reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this
 guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due
 by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the
 contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as
 regards the amount due and payable by the Bank under this guarantee where the decision of the Government in
 these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted
 to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes
 raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our
 liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be
 valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for
 making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain
 in full force and effect during the period that would be taken for the performance of the said Agreement and that it
 shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have
 been fully paid and its claims satisfied or discharged or till ----- (office/ Department) Ministry of -
 ----- certifies that the terms and conditions of the said Agreement have been fully and properly
 carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under
 this guarantee is made on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we
 shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government shall have the
 fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the
 terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to
 time or to postpone for any time or from time to time any of the powers exercisable by the Government Against
 and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and
 we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ AMC vendor(s).

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----

For -----

(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.

ANNEXURE - IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ---
----- (Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE - V

Price Schedule
PART- I

(a) COMPUTERS

a	b	c	d	e	f	g
Sl. No	Make	Type	Qty	Rate per Unit for New Battery (Rs.)	Rate per unit (Buy Back) for the old battery (Rs.)	Net Total Price (Rs.) {500X(e-f)}
1	Orchid/Panasonic/ Hitachi/Exide	SMF 12 V 7.2 AH	500			

ANNEXURE - VI

(i) Checklist and the order in which the documents are to be submitted for the technical bid

Please check whether all the below mentioned Documents have been supplied for participating in part 1 (Supply of 500 No. of SMF Batteries under buy back (BB) scheme for the UPS systems for DOT HQ at New Delhi.) of the tender. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

Sr.No.	Documents	Page No.
1	Authorization letter for the attending the bid opening	
2	Bid Security in the form of bank draft for Rs. 7000/-	
3	Power of Attorney	
4	Clause by clause Compliance in the form of signing & stamping all the pages from 1 to 29 by Authorized person/persons	
5	Documentary Evidence for Technical & Performance Capability in the form of ISO Certificate.	
6	Certificate from CA Regarding Annual Turn over of more than 1 Crores from Sales business for last two years.	
7	Income Tax clearance Certificate/ Income Tax Return with PAN	
8	Certificate of Incorporation / Firm Registration Certificate as the case may be	
9	Article of Memorandum of Association / proprietorship deed certificate as the case may be.	
10	Certificate of the manufacturing facility / authorized sales partners for batteries of any of the companies like Panasonic/Hitachi/Orchid/Exide etc	
11	Experience of supplying 500 batteries for more than two years in any Central Government Departments / Ministries/ Govt. undertakings	
12	Any other Documents (Please Specify)	

Bidder to ensure

- A. That all Pages have been stamped & signed by the authorized person/ persons.
- B. That all the pages submitted have been numbered.
- C. That all the documents are legible (clearly readable).

ANNEXURE - VII

(ii) Checklist and the order in which the documents are to be submitted for the financial bid

Sr.No.	Documents	Page No.
1	Bid form as per Annexure -II	
2	Price Schedule as per Annexure-V	