

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

Technology Bhavan
New Mehrauli Road
New Delhi-110 016

Tender Notice

For and on behalf of the President of India, the undersigned invites sealed tenders in two bid system for supply, installation and commissioning of fire extinguishers of different types and capacities.

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

- i) Date of receipt of sealed tender in DST: 14:30 hrs on **26 February, 2009.**
- ii) Date & time of opening of tenders in DST: 15:30 hrs on **26 February, 2009.**
- iii) Earnest Money Deposit Amount: Rs.30,000/- (Rupees thirty thousand only)
- iv) Cost of Tender Document : Rs.200/- (Rupees two hundred only)
- v) Sealed tenders should be dropped in the Tender Box of Admin II (B) Section, DST, kept near the entrance of Technology Bhavan.

Complete tender document can be obtained from Section Officer (Admin II-B), DST, Technology Bhavan on furnishing of DD, Pay order/ Banker's Cheque of Rs.200/- (Rupees two Hundred only) in the Name of DDO, DST, New Delhi from 10.30 AM to 5 PM on any working day. Tender documents can be down loaded from the Department website www.dst.gov.in or www.tenders.gov.in and used for submitting the bids. Tenders received through e-mail, fax and courier will not be considered under any circumstances. Tender received without EMD and tender fee cost will be rejected summarily.

(RAJIV MAHENDRU)
Under Secretary to the Govt. of India
Tel:26590349

Date: 30 Jan., 2009.

Tender Set No:

Tender Set Cost: Rs.200/- (Rupees two hundred only)

Ministry of Science & Technology
Department of Science & Technology
(DST)

Technology Bhavan
New Mehrauli Road
New Delhi-110 016

Tender Document

For

**Supply, Installation and Commissioning of Fire
Extinguishers at Technology Bhavan, New Delhi**

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

Government of India
Ministry of Science & Technology
Department of Science & Technology
(Admn. II (B) Section)

Technology Bhavan
New Mehrauli Road,
New Delhi-110016

TENDER NO.: **D-13022/1/4/2008 Admn II (B)** **Dated 29 Jan., 2009.**

SUBJECT: ADVERTISED TENDER ENQUIRY FOR Supply, Installation and Commissioning of Fire Extinguishers at Technology Bhavan, N.Delhi.

On behalf of the President of India, I invite you/ manufacturers or their authorized distributors/ suppliers/ dealers to submit sealed tenders in two bid system for supply, installation & commissioning of fire extinguishers duly ISI marked as per the requirements detailed out in the Schedule to this tender Enquiry.

2. Contracts concluded on the basis of this tender enquiry shall be governed by the terms and conditions set out in this Enquiry.

3. If you are in a position to submit your offer and fulfill all the eligibility conditions stated in this Tender Enquiry, you are requested to submit your best competitive and lowest prices in the prescribed format given in this tender document duly filled in and signed alongwith the requisite EMD amount and other requirements given in this tender enquiry. Tenders received through e mail, Fax or courier shall not be considered /accepted under any circumstances. Tenders submitted in the prescribed format given in this Tender Enquiry will only be considered. Tenders submitted without accompanying the EMD amount and Tender Fee shall be rejected summarily. Tender Document can be downloaded from the departmental website www.dst.gov.in or www.tenders.gov.in and use of the same shall be acceptable provided tender document cost is furnished in the manner stated in the tender enquiry.

4. Your tender contained in a sealed envelope carrying both Technical and financial bids should be submitted through the tender box of Admin II (B) Section, DST situated near the entrance of Technology Bhavan, latest by **1430 Hrs on 26 February, 2009**. Technical bids will be opened by the Department at **1530 hrs on the same date** in the presence of such tenderers who wish to be present to witness the tender opening. Time and date of opening the financial bids shall be notified separately. Financial bids of only those firms will be opened which are found technically qualified. This Department reserves the right to accept or reject any tender without assigning any reasons thereof.

5. This tender is not transferable.

Yours faithfully,

(RAJIV MAHENDRU)

Under Secretary

for and on behalf of the President of India

Tel: 26590349

Cont'd...02/-

No.D-13022/1/4/2008 Admin II (B)
Government of India
Ministry of Science & Technology
Department of Science & Technology
(Admn. II-A Section)

Technology Bhawan, New Mehrauli Road, New Delhi-110016

Date: **29 Jan., 2009**

SCHEDULE TO TENDER ENQUIRY

TIME AND DATE OF RECEIPT OF TENDER IN DST

LATEST BY 1430 HOURS ON 26 February., 2009

TIME AND DATE OF OPENING OF TENDERS (TECHNICAL BID) AT 1530 HRS. ON 26 February, 2009

TENDERERS TO KEEP THEIR OFFERS OPEN FOR ACCEPTANCE TILL 90 DAYS FROM THE TENDER OPENING DATE i e. UPTO **26 May, 2009.**

COST OF THE TENDER DOCUMENTS: Rs.200/- (Rupees Two hundred only)

EARNEST MONEY DEPOSIT: Rs.30,000/- (Rupees thirty thousand only)

For and on behalf of the President of India, sealed tenders are invited in duplicate (original plus one copy containing all documents as in the original tender) **in two bid system** for supply, installation & commissioning of fire extinguishers of different types and capacities as the details given below. The fire extinguishers are required to be supplied to DST and installed at Technology Bhavan premises, New Delhi.

Tendering firms fulfilling the requirements in this tender document are requested to quote their competitive lowest prices as per the requirements given in the schedule below:-

Signatures of Bidder

Detailed Specifications

Schedule 1. Fire Extinguishers Carbon Dioxide Type

Schedule 2. Fire Extinguishers ABC Type

Schedule 3. Fire Extinguishers BC Type

Technical Particulars for fire extinguishers

Schedule 1. Fire Extinguishers Carbon Dioxide Type (Portable & wall Mounted)

Type	Capacity (Kgs)	Body Material	Material of Syphon tube	Type of discharge Valve	Qty (Approx.)
Portable	2	MS	Al	Squeeze Grip Type	20
Portable	3	MS	Al	Squeeze Grip Type	20
Portable	4.5	MS	Al	Squeeze Grip Type	20
Trolley Mounted	9	MS	Al	Squeeze Grip Type	06

Schedule 2. Fire Extinguishers ABC Type (Portable & wall Mounted)

Type	Capacity (Kgs)	Body Material	Material of Syphon tube	Type of discharge Valve	Qty (Approx.)
Portable	4.5	MS	Al	Squeeze Grip Type	60
Trolley Mounted	10	MS	Al	Squeeze Grip Type	10

Schedule 3. Fire Extinguishers BC Type (Portable & wall Mounted)

Type	Capacity (Kgs)	Body Material	Material of Syphon tube	Type of discharge Valve	Qty (Approx.)
Portable	4.5	MS	Al	Squeeze Grip Type	60
Trolley Mounted	10	MS	Al	Squeeze Grip Type	10

Note for Tenderers:

- i) The tenderers shall clearly bring out the deviations if any, in their Technical Bid for the TE specification on a separate sheet titled "DEVIATIONS".
- ii) The tenderers holding valid BIS License shall enclose a copy of valid BIS License. They will also furnish copy of a valid BIS License for ISI marking along with their offer for the models quoted by them.
- iii) Tenderers shall declare about the details of packing by them
- iv) Tenderers shall furnish details as called for vide questionnaires attached.
- v) All the cylinders should be seamless/ cast in one single piece as per IS: 7285.

Signatures of Bidder

General Technical Requirements for TE:

1. Fire extinguishers shall be suitable for fire fighting of solid, liquid and gas substances under pressure and also for fires involving electrical equipments.
2. The cylinders used for fire extinguishers shall be approved by Chief Controller of Explosives. Approval authentication should be attached along with the technical Bid.
3. The Technical Specifications of the fire extinguishers are as follows:-

Sl No	01	02	03	04	05	06	07
Type	ABC	ABC	BC	BC	CO₂	CO₂	CO₂
IS Specifications	13849	13849	2171	2171	2878	13849	13849
Capacity	5.0 kgs	10 kgs	5 kgs	10 kgs	2&3 kgs	4.5 kgs	9 kgs
Jet range	4-5 m	<6 m	4 m	6 m	2.5-3 m	2.5-3 m	3-6 m
Discharge time	20 sec	30 sec	20 sec	30 sec	18 sec	24 sec	36 sec
Min Discharge	85%	85%	90%	90%	98%	98%	98%
Working pressure (kg/cm ²)	60-65	60-65	60-65	60-65	60-65	60-65	60-65
Hydraulic Test Pressure (kg/cm ²)	30	30	30	30	250	250	250
Dia of cylinder	>140mm	>140mm	150mm	175mm	105 mm	140 mm	>150mm
Full Weight	**	**	**	**	**	**	**
Seal of approval	ISI	ISI	ISI	ISI	ISI	ISI	ISI
Temp stability °C	0-60	0-60	0-60	0-60	0-60	0-60	0-60

**** The full weight of the cylinder should not be less than the 2 times of the capacity of the cylinder.**

Signatures of Bidder

IMPORTANT INFORMATION

1.	PURCHASER	THE PRESIDENT OF INDIA
2.	TWO BID SYSTEM	This tender will be processed in two bid system
3.	FIRM & FIXED RATES	Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straightaway without any consideration.
4.	NON – TRANSFERABILITY	This tender is non-transferable.
5.	TERMS & CONDITIONS	Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/ rejected at the discretion of this Department.
6.	EARNEST MONEY DEPOSIT	An amount of Rupees thirty thousand only has to be submitted by way of Demand Draft, Pay Order/Banker's Cheque along with the original copy of the tender submitted by the firm. Payment by any other mode shall not be acceptable. Photocopy of the Demand Draft, Pay Order/Banker's Cheque shall be attached along with the Duplicate copy of the tender document. Offers received without EMD shall be ignored straightaway and will not be considered under any circumstances. EMD of tendering firms who submit the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of DST.
7.	PERFORMANCE SECURITY	Successful bidders who are awarded the order for supply, installation & commissioning of fire extinguishers on the basis of this Tender Enquiry shall be required to furnish a Performance Security of an amount equal to 10% of the awarded cost of the contract excluding statutory duties and taxes through Demand Draft or in the form of a Bank Guarantee from any Nationalized Indian Bank within 15 days of the award of the Contract. The format for such Performance Bank Guarantee (PBG) will be provided by DST along with the supply order. In the event of failure on the part of the Successful Bidder awarded the Contract to comply with the request of Performance Security, EMD furnished with the Tender by such firm shall stand forfeited. "Declaration" for the same is placed at <u>Annexure-1</u>
8.	PESCRIBED FORMS	Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/ Telex/ Fax/ E-mail/ Letterhead/ Quotations will not be accepted and ignored straightaway.

Signatures of Bidder

9.	TENDER FEE	Tender firms are requested to furnish a tender fee of Rs.200/- (Rupees Two hundred only) along with Tender. Tender Documents can be obtained from Section Officer, Admn.II-B, Hall E, Warehousing Block, Technology Bhavan on furnishing a Demand Draft, Pay Order or Banker's Cheque of Rs. 200/- in the name of DDO, DST. Tender Document can also be downloaded from DST website www.dst.gov.in or Government of India tender portal www.tenders.gov.in . Sealed tenders received in this Department without the Tender Fee Coupon (as per <u>Annexure-2</u> to this Tender Document) shall not be taken into consideration at all and rejected straightaway. Firms using Tender Document downloaded from DST or Government of India website will have to submit DD/Pay Order/Banker's Cheque of Rs.200/- along with their Technical Bid in sealed tender failing which their offer shall be rejected straightaway.
10.	LATE / DELAYED TENDERS	Tenders received after closing time prescribed in this tender enquiry shall <u>NOT</u> be accepted.
11.	PURCHASER'S RIGHT	Purchaser reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons.

Signatures of the bidder

Cont'd...07/-

GENERAL INSTRUCTIONS

1. The Contract concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document.
2. The prices/rates quoted should be indicated in words as well as in figures and in INR only.
3. Tenderers are requested to quote their prices only on firm & fixed basis. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway.
4. Tenders are invited in two bid system.
5. Tenders should be submitted in duplicate. Duplicate copy should contain the same sets of documents as enclosed with the original tender.
6. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
7. Tenderers are requested to enclose a copy of their valid certificate of PAN No. with their tender.
8. Tenderers are requested to enclose a copy of their valid sales tax certificate/ VAT registration number.
9. Tenders received without Tender Fee Coupon, EMD amount by way of DD or Pay Order/Banker's Cheque in the name of DDO, DST, New Delhi, will not be considered at all.
10. All tender documents attached with the invitation of tender are sacrosanct for considering any offer as a complete offer. Tenderers are, therefore, requested to ensure that all documents duly completed and signed are returned with their offer, failing which, the tender is liable to be treated as incomplete and ignored.
11. The tender documents can be obtained from Section Officer (Admin II-B), Hall E, Warehousing Block, DST on payment of Tender Fee of Rs. 200/- (Rupees two hundred only) on any working day between 10.30 AM to 04:30 PM. The sale of tender will close at **14.30 hrs. on 26 February, 2009** and all tenders received before the closing time shall be read out publically at the Raman Auditorium in DST.
12. Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the Central Government, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in DST will stand automatically extended up to 1430 hours of the next working day in the Central Government offices.
13. Tenders received late/ delayed due to any reason whatsoever will not be accepted under any circumstances. In the event of any confusion, the time set in the clock in the room of Under Secretary (Admn.II-B) will be taken as standard and decisive.

Signatures of Bidder

14. Tendering firms are at liberty to be present or authorise a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorised to attend the opening of the tender on behalf of a tendering firm should be indicated in the Technical Bid. The representative so deputed should also bring with him a letter of authority from the firm for having been authorised to be present at the time of opening of tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the participating tenders or outsiders shall not be allowed to attend the tender opening.

15. The sealed tender should be dropped in the Tender Box of Admn. II B Section kept near Reception Room at the entrance of Technology Bhavan, New Mehrauli Road, New Delhi. In case the sealed envelope is larger than the mouth of the Tender Box, and cannot be dropped in the Tender Box, the same may be submitted by hand to Under Secretary, Admn.II B or S.O. Admn II B, DST.

Signatures of the bidder

Cont'd...09/-

TERMS AND CONDITIONS

Tender for Supply, installation and commissioning of fire extinguishers at DST.

This tender shall be processed in **two parts** – namely (i) Technical Bid and (ii) Price Bid. The tenderers will submit both the bids simultaneously with the same date of receipt i.e. **1430 hrs on 26 February, 2009**. The price bid will be opened, on the date to be fixed later on and made known to the qualified tendering firm only after technical evaluation of all the offers received has been completed.

2. Both the bids –one containing the technical offer in duplicate duly sealed and –the other price bid in duplicate duly sealed should be submitted in one main cover and the price quotation in the sealed cover will form an enclosure to the main cover. The main cover should also be wax sealed.

3. The tenderers should very carefully note that price bid, received after opening of technical bid (**26 February, 2009**), though before the date fixed for the opening of price bids will be regarded as late tender and ignored accordingly.

- i) The price bid submitted by such tenderers, whose offers have been considered as technically not acceptable on the basis of the tender evaluation of the technical-bids, will not be opened. The purchaser reserves the right to not to intimate the price-bid opening date to such tenderers and reject their offers without opening their price-bids.

All bidders are therefore required to submit their offers in two covers as under:-

(b) **FIRST COVER** should contain the technical offer giving following details:-

- i) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.
- ii) Earnest Money Deposit amount.
- iii) FOR terms, delivery period offered.
- iv) Performance statement for last three years
- v) Copy of PAN No.
- vi) Sales Tax/ VAT Registration Number copies.
- vii) Technical details/ Original Catalogues of the Manufacturer carrying complete technical specifications/ brochure of subject stores so provided by the bidders should match with the technical specification of the tender enquiry.
- viii) Any other relevant document which the firm wishes to submit.
- ix) Test certificates from manufacturers of the fire extinguishers.
- x) Copy of BIS license valid on the date of Tender Enquiry.
- xi) This cover should be superscribed “Technical Bid for supply, Installation & Commissioning of Fire Extinguishers in DST.”

Signatures of Bidder

- (c) **SECOND COVER** should contain the Financial offer giving following details:-
- i) Details of rates, taxes, duties quoted by the bidder. These details should be submitted in the format given in Annexure-3.
 - ii) The words “FINANCIAL BID for supply, installation and commissioning of fire extinguishers in DST” should be written clearly and prominently on this envelop along with Tender Number, Name of Stores & Date of opening.
- (d) Both the above mentioned covers should be sealed separately and thereafter, be kept in a third cover and again sealed. This cover should also be superscribed with the Tender No., stores and date of tender opening as under:
- Tender No.D-13022/1/4/2008 Admin II-B
“ TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF
FIRE EXTINGUISHERS AT TECHNOLOGY BHAWAN, N. DELHI
NOT TO BE OPENED BEFORE **1530 hrs. on 26 February,**
2009”
- (e) The composite bid i.e. offers with rates indicated in the Technical bid shall be summarily ignored.
 - (e) Only the first cover i.e. Technical Bid shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening who are technically qualified and shall be opened publicly on a later date which will be notified to the technically qualified bidders.
 - (f) The price of the equipment should be quoted exclusive of all taxes, duties and other charges. Sales tax and other charges shall be mentioned separately (pro forma enclosed).

5. Demonstration/ field trial of products:-

Tendering firms may be required to demonstrate equipment/ products offered by them for assessing the technical suitability and performance of the equipment as per tender enquiry specification, if required necessary. Three week's time will be given to the firms for producing their equipments for successful demonstration. No request for extension of time for producing the equipment for demonstration will be entertained and any such request made will be summarily rejected. If the equipment/ product are not found as per the TE specification, the offer is liable to be ignored. Price bids of only those firms will be opened if their technical bids as well as performance of their equipment/ product demonstrated are acceptable as per requirement of the tender enquiry specification.

6. Specification Compliance Proforma:-

The Tenderers are required to furnish clause by clause compliance of specification bring out clearly deviation from specification if any. The firms are advised to submit separate compliance statement for subject store in the following format along with technical bid failing which offer will be treated as incomplete and shall be liable to be ignored.

Signatures of Bidder

Cont'd...11/-

Format of Compliance Statement

Sl No.	1	2	3	4
	Para of Tender Enquiry Specification	Specification of stores offered	Compliance of TE specification whether Yes or No	In case of non-compliance deviation from TE Specification. To be indicated in unambiguous terms

7. **Earnest Money:-**

Firms who are not registered with DGS&D/ NSIC for the subject stores as per specification shall be required to deposit Earnest Money amount of Rs.30,000/- (Rupees thirty thousand only) along with their Technical Bid. Offers received without Earnest Money or with Earnest Money other than the amount specified will be liable to be summarily ignored. Registration with any other organization or to any other specification will not exempt them from depositing Earnest Money. The firms registered with DGS&D/ NSIC with some monetary limit of registration shall be required to deposit proportionate Earnest Money over and above their exemption limit. In no case the Earnest Money deposited should indicate the price quoted by any firm. Tenders received not in conformity to the EMD guidelines instructions/ conditions in the Tender Enquiry would be liable to be ignored summarily.

8. Public Sector Undertaking/ State Govt. Undertaking/ State owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/ NSIC.

9. Firms claiming exemption from depositing EARNEST MONEY must enclose copy of their Registration Certificate along with all its upto date amendments, for the subject stores and specifications. Offer received without these details and without Earnest Money will be ignored.

10. Inspection Authority : Department of Science and Technology (DST), Technology Bhavan, New Delhi or any party, a Govt. agency, so authorized by DST.

11. Inspecting Officer: Authorized representative of DST, New Delhi

12. Stores Required at: DST, Technology Bhavan, New Delhi

13. Terms of Delivery: Door delivery at DST, Technology Bhavan, New Mehrauli Road, New Delhi-110016 along with installation and commissioning.

14. Delivery period: Within 30 days of the placement of confirmed supply order on the firm.

Signatures of Bidder

15. Payment terms: 100% payment shall be released on successful installation & commissioning of the equipments at site. Advance payment will not be made under any circumstances.

16. Dispatch instructions: Stores are required to be delivered at the Technology Bhavan premises on free delivery to the consignee's premises/ freight paid basis.

17. Quantity of Fire Extinguishers & Installation: The quantity mentioned in the schedules may vary as per the requirement of the Department. All the fire extinguishers should be installed on the wall except trolley mounted extinguishers.

18. GUARANTEE/ WARRANTY:

i) Except as otherwise provided in the invitation to the tender the contractor shall guarantee that the stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender enquiry. The contractor hereby guarantees that the said goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of installation of the said goods/stores/articles to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said goods /stores/articles, if during the aforesaid period of 12 months the said stores/goods/ articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/stores/ articles rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation on agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.

iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment, so that the latter may undertake the balance of the lifetime requirements.

iv) Warranty to the effect that they will make available the blue prints of drawing of the spares if and when required in connection with the main equipment.

19. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the contractor.

Signatures of Bidder

Cont'd...13/-

20. In case offers are received both from manufacturers as well as from their agent, offers from manufacturers only shall be considered and offers from their agents shall be summarily rejected.

21. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination and are successfully installed.

22. All firms are required to submit the following alongwith their quotation failing which their offer will be ignored:

- a) Name and full address of the Banker.
- b) Performance statement and equipment and quality control statement in the prescribed forms as enclosed (in triplicate.)

23. Tenderers who are registered with DGS&D/NSIC for this particular item should submit the photocopy of Registration Certificate with all amendments upto date.

24. **Duties & Taxes**

i) **Excise Duty:** The tenderers must clearly indicate in their financial bid the rate/ quantum of Excise Duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. If it is intended to ask for excise duty or any other charges extra, the same must be specifically stated. In absence of such stipulation it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained. They should also indicate their Excise Duty Registration. In the case of Small Scale Industrial Units, they should indicate the rates of Excise Duty in various turnover slabs.

If a tenderer states in his financial bid that the Excise Duty is nil, he must intimate the basis for the same and also confirm that no Excise Duty will be charged by him under any circumstances.

If a tenderer states in his financial bid that the Excise Duty is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded by the normal rates of excise duty for the equitable comparison of prices. If however, the tenderer confirms that they shall not charge any Excise Duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

(ii) **Sales Tax:** Tenderers should indicate in their Financial Bid whether the prices quoted are exclusive or inclusive of sales tax. They should indicate the rate (s) of VAT/ Local Sales Tax (as may be applicable) and Central Sales Tax with & without Form-“C”. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

Signatures of Bidder

(iii) **Octroi Duty and Local Taxes:** Normally the stores supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies against production of Exemption Certificate from authorized officers. As the tenderers are requested to quote their prices on F.O.R. destination, door delivery basis with installation and commissioning, Octroi Exemption Certificate will not be issued by this Department and any separate charges for Octroi & local taxes will be borne by the supplier himself only.

25. TENDERERS ARE REQUESTED TO QUOTE THEIR RATES ON F.O.R DESTINATION BASIS (Free delivery to the consignee's premises).

26. The Purchaser reserves the option to give a purchase/price preference to offers from Public Sector Units and or from other firms in accordance with the policies of the Govt. in force from time to time.

27. The decision of the DST shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects. The acceptance of articles will be given only when the articles are inspected and found upto the specifications given in the tender enquiry and free from all defects. The rejected items must be removed by the tenderers from the consignee's premises within 15 days from the date of the information about their rejection. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

28. Hardware & Software supplied will include all operational & Maintenance manuals, tutorials, reference manuals, installation and performance guide etc. complete in all respects. Connecting cables and or any other part/ device including software which is essentially required for making the equipment operational is required to be supplied alongwith the equipment.

29. Only those firms should respond who are the manufacturers or directly authorized suppliers/ distributors/ dealers.

30. Item-wise price should be quoted. In case of bundled price, the offer shall be summarily rejected. Original technical brochures in support of each item quoted must be attached with the tender.

31. Supplier will provide operation and maintenance manuals with flow chart diagram alongwith the machinery equipments.

32. **Liquidated Damages:** In case the firm does not complete the supply and installation within delivery period, action will be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses and not by way of penalty a sum equivalent to ½ % per week of the price of any stores which the contractor has failed to deliver/install within the period fixed for delivery of such stores. Where delivery thereof is accepted after expiry of the aforesaid period, the total damages so claimed shall not exceed 10% of the total contract price.

33. Fall Clause:

33.1 The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organisation(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders is completed.

33.2 If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or Department of Central Govt. or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the DST and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to :

- (a) Export/deemed Export by the Contractor
- (b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
- © Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

33.3 The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract.

“I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government/ DST under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/the date of completion of supplies against this contract at a price lower than the price charged to the Government under the Contract except for quantity of Stores categorised under sub clause (a), (b) and (c) .

Signatures of Bidder

Cont'd...16/-

34. **Force Majeure Clause:**

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

Signatures of Bidder

Cont'd...17/-

35. EMD will be returned to the unsuccessful bidders immediately after award of the Contract to successful bidders. Successful Bidders awarded the Contract will have to submit a Performance Security of 10 % of basic cost by way of a Demand Draft or in the form of a Bank Guarantee from any Nationalized Indian Bank within 15 days of the award of the Contract. The format for such purpose will be provided by DST alongwith the Contract. In case of failure on the part of the Service Provider awarded the Contract to comply with the request of Performance Security, EMD furnished with the Tender by such firms shall stand forfeited.

36. DST reserves the right to conclude parallel Contracts with a number of manufacturers/ suppliers and place supply, installation and commissioning orders which may be the most economical to it or suitable to its requirements.

37. In the event of any disputes arising out of the execution of Rate Contracts/Service Orders, the matter will be referred to Head of the Department. Appeal against the decision of the HOD will lie to the Joint Secretary (Administration), DST.

38. For judicial adjudication, the disputes, if any, arising out of the Contract/Service Orders against the Contract will be subject to the jurisdiction of the Courts in Delhi only.

39. Intending Tenderers will have to furnish a copy of their PAN No, Audited Balance Sheets for the Financial Years 2005-2006, 2006-2007,2007-2008 alongwith profit & loss statement. Photocopies of the BIS Certificate issued by the BIS should also be submitted alongwith the tender.

c) Authorized Signatory/ Signing of Tender:

Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:

- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the board of Directors of the Company, if it is a company.

Signatures of Bidder

Cont'd...18/-

NOTES:

In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement

or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, DST may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

41. The tenderer **should sign each page of the tender and all its Annexures.** NO PAGE SHOULD BE REMOVED /DETACHED FROM THE TENDER DOCUMENT.

42. The tendering firms will have to give a declaration to the effect that they have not been blacklisted or their business dealings with the Government departments have not been banned. This declaration may be furnished in the format given in Annexure – 1 attached to this Tender Document.

Signatures of Bidder

PERFORMANCE STATEMENT FOR LAST THREE YEARS

Name of firm.....

1	2	3	4	5	6	7	8	9
Contract No.	Description of Stores	Quantity	Value	Original Delivery Period	Quantity supplied within original DP	Last supply position	Extd. DP/ Final DP	Present position with reasons for delay

Signatures of Bidder

Cont'd...20/-

QUESTIONNAIRE

Sl No.	Description	Remarks	
01	Name & address of the contractor		
2. a)	Whether registered with DGS&D for subject store		
b)	If yes, monetary limit (Enclose photo copy of Regn. Certificate)		
c)	Validity Date		
3. a)	Whether registered with NSIC for subject store		
b)	If yes, monetary limit (Enclose photocopy of Regn. Certificate)		
c)	Validity date		
4.	Whether past supplier of subject store against DGS&D a/c or CPWD		
5.	Terms of delivery : "Free delivery to consignee", free installation.		
6.	Delivery period in months from the date of placement of order		Months
9.	Whether required EMD Enclosed (furnish details of EMD document)		
10.	Whether you agree to accept 25% tolerance clause		

Signatures of Bidder

Cont'd...21/-

LIST No.1

TENDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR EVASIVE. THE TENDER WILL BE LIABLE TO BE IGNORED.

S.No	Description	
01	Tender No	
02	Whether the stores offered fully conform to the technical particulars and specifications/ drawings, specified by the purchaser in the Schedule to Tender. If not, mention here details of deviations.	
3.	Brand of Store offered	
4.	Name and address of manufacturer	
5.	Station of manufacture	
6.	What is your permanent Income Tax A/C No.	
7.	Confirm whether you have attached your latest /current ITCC or photo copy thereof of the Income Tax Return filed	
8.	Status	
	(a) Indicate whether you are LSU or SSI.	
	(b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.	
	(c) If you are a small scale unit registered with NSIC under Single Point Registration scheme, whether there is any monetary limit.	
	(d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photo copy of the registration certificate indicating the items for which you are registered.	
9.	(a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered with Directorate of Industries of State Government concerned.	
	(b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.	
10.	Please indicate :- Name & Full address of your Banker. :	

Signatures of Bidder

Cont'd...22/-

11.	Business name and constitution of the firm. Is the firm registered under :- i)The Indian Companies Act, 1956, (ii) The Indian Partnership Act 1932 (Please also give name of partners.) (iii) Any Act: If not, who are the owners. (Please give . full names and address.)	
12.	Whether the tendering firm is/are :- i) Manufacturer, (ii) Manufacturer's authorized supplier, distribution, agent/ dealer N.B. If manufacturer's distributor, supplier of agent etc, please enclose with tender the copy of the manufacturer's authorization	
13.	Please indicate the stocks in hand at present time: (i) Held by you against these enquiry, (ii) Held by M/s..... over which you have secured an option.	
14.	Do you agree to sole arbitration by Secretary, DST/ some other person appointed by him. (Your acceptance or non- acceptance of this clause will not influence the decision of the tender. If should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.)	
15.	For Partnership Firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further :-	
	(a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.	
	(b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.	

Signatures of Bidder

	I If the answer to either (a) or (b) is in the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be	
<u>N.B.</u>	1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners on the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.	
	2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.	
16.	Here state specifically: Whether the price tendered by you is to the best of your knowledge and belief, <i>not</i> more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. Purchaser. If not state the reasons thereof, if any, also indicate the margin of difference.	
17.	Are you	
	(i) Holding valid Industrial License(s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.	
	(ii) Exempted from the licensing provision of the Act for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.	
	(iii) Whether you possess the requisite license for manufacture of the stores and / or for the procurement of raw materials belonging to any controlled / category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.	
18.	State whether business dealings with you have been banned with Min./Deptt of Supply/ Ministry of Science & Technology	

19.	Please confirm that you have enclosed the required Earnest Money alongwith your offer (all firms who are not registered either with DGS&D or NSIC for stores specifically as per TE specifications are required to deposit EMD alongwith the offer. Please read the enclosed EMD conditions carefully before submitting Tender Documents).	
20	Please confirm that you have read all the instructions carefully and have complied with accordingly.	

Signature of Witness:

Signature of Tenderer:

Full name & Address of witness in Block letters.

(1) Full Name & Address of the
Persons signing (In block letters.)

(2) Whether signing as Proprietor /
Partner / Constituted Attorney/ duly
Authorized by the company.

DECLARATION

From:-
M/s.....

.....

.....

To
The Under Secretary, Admn. II-B,
Department of Science & Technology,
Technology Bhavan, New Mehrauli Road,
New Delhi-110 016.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Bank Guarantee/ Performance Security, as applicable, in the format to be provided by your office as pre-condition for obtaining the Supply Order.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Department of Science and Technology, New Delhi immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tenderer)

Name:.....

Designation with Seal of the Firm

Date:

Tender Set No.

TENDER FEE COUPON

TENDER NO.: **D-13022/1/4//2008-Admn.II-B Dated 29 January, 2009.**

TENDER SET NO.:

ISSUED TO

M/s.....

.....

.....

Against letter No..... Dated 2009
and payment of an amount of Rs.200/- (Rupees Two hundred only) vide
Demand Draft/Pay Order/ Banker's Cheque No.....
Dated 2009 drawn on bank.

TENDER DOCUMENT ISSUED ON _____.

