

TENDER DOCUMENT

FOR SUPPLY OF :

**VRLA, SMF BATTERIES
[12v, 17 AH & 12v, 100 AH]**

THROUGH

PROJECT DIRECTOR-CUM- DIRECTOR GENERAL SCHOOL EDUCATION
PUNJAB EDUSAT SOCIETY, SCO - 104-106, SECTOR - 34 A
CHANDIGARH

TENDER SUMMARY

1. Tender No. :
2. Total pages : 1 to 12 Pages
3. Description : For purchase of VRLA, SMF Batteries
(12v, 17 AH and 12v, 100 AH)
4. Cost of Tender : Rs. 500.00
5. EMD : Rs.50,000 (Rs. Fifty Thousand only)
6. Last Date of Submission : 5.02.2010 upto 12:30 PM
7. Date of Opening of bid : 5.02.2010 at 1.00 PM

TABLE OF CONTENTS

SECTION	DETAILS	PAGE
I	<u>INVITATION FOR BIDS</u>	4
II	<u>SUBMISSION OF BIDS</u>	5
III	<u>TERMS & CONDITIONS OF THE TENDER</u>	6
	ANNEXURE	12

SECTION – I
INVITATION FOR BIDS

- 1.1 This invitation of bid is for Supply and Installation of VRLA, SMF Batteries (12v, 17 AH and 12v, 100 AH) only with buy back of Old Exide Batteries for use in Government Schools/ Colleges/ Technical Institutions throughout the State of Punjab at different locations. The articles should confirm to Technical Specifications mentioned against each item. At one location, there are 4 numbers of batteries either 17 AH & 100 AH batteries.
- 1.2 Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 1.3 Sealed offers should be submitted to Project Director-cum-Director General School Education, Punjab Edusat Society, SCO- 104-106, Sector - 34 A, Chandigarh not later than the last date and time of submission.
- 1.4 All bids must be accompanied by an Earnest Money of Rs.50, 000 (Rs. Fifty Thousand only) in the form of Bank Draft, in favour of Project Director-cum-Director General School Education, Punjab Edusat Society payable at Chandigarh
- 1.5 This Tender document is not transferable
- 1.6 **Schedule for Invitation to Tender**
- 1.6.1 Time and date for **receipt** of Tender: **12:30 PM, on 5.02.2010**
- 1.6.2 Date, Time & Place of **opening** of bids: **1:00 PM on 5.02.2010** in the office of the Project Director-cum-Director General School Education, Punjab Edusat Society, SCO- 104-106, Sector - 34 A, Chandigarh.
- 1.7 **Validity of the bid:** 90 days from the date of opening of tenders.
- 1.8 **Schedule for delivery:** Delivery of goods shall be completed within 30 days of issue of LOI/order FOR consignees through out Punjab.

Note: The Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh shall not be responsible for any postal delay about non-receipt/non delivery of the documents.

Signature of the Tenderer

SECTION - II
SUBMISSION OF BIDS

- 2.1 The bid should be submitted to Project Director-cum-Director General School Education, Punjab Edusat Society, SCO- 104-106, Sector - 34 A, Chandigarh not later than the last date of submission, in a sealed cover super scribing as "Bid for supply 12v, 17 AH & 12v, 100 AH Batteries.
- 2.2 The bidder or a person/persons duly authorized by the bidder shall affix the bid with his seal. All pages of the bid, where signature required is not mentioned, shall be initialed by the bidder with his seal, except un-amended, printed literature.
- 2.3 The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- 2.4 Clarification regarding Tender Document: A prospective Bidder requiring any clarification of the Tender Document may contact the office of the Project Director-cum-Director General School Education, Punjab Edusat Society, SCO- 104-106, Sector - 34 A, Chandigarh personally who will try to respond to the query there and then. However, submission of request for clarification will not entitle the Bidder for any extension of time in submission of the Tender Document.
- 2.5 Amendments in the Tender Document.
 - 2.5.1 At any time up to the last date for receipt of bids, the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
 - 2.5.2 The amendment will be notified by general advertisement on website - www.ssapunjab.org to the prospective Bidder/Bidders who have received the Tender Documents and the same will be binding on them.
 - 2.5.3 In order to afford prospective Bidder/Bidders reasonable time, or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh may, at its discretion, extend the last date for the receipt of Bids.

Signature of the Tenderer

SECTION - III
TERMS AND CONDITIONS OF THE TENDER

3.1 PAYMENT TERMS

The payment will be made on receipt of the material in good condition after their verification as regards specifications/ as per sample.

3.2 PRICE

4.2.1 The bidder should quote the price of each Battery with buy back of Old Battery in the proforma at **Annexure**. The price quoted shall be f.o.r destination through out the State of Punjab.

4.2.2 All payments will be subjected to tax deduction at source as applicable at the prevailing tax rates.

3.3 Sample

Samples at the cost of the bidder must be sent of all items quoted for even when specification or descriptions are laid down. Such samples must be sent freight paid or delivered free to the Project Director-cum-Director General School Education, Punjab Edusat Society, SCO- 104-106, Sector - 34 A, Chandigarh. Each sample should bear a sealed label marked with the tenderer's name and address and reference to the item number in the Schedule. All instructions regarding the samples specified in the notice should be complied with. All samples except those against accepted quotation must be removed by the supplier on the date to be specified by the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh failing which the samples will become the property to Secretary, Punjab School Physical Education Development Fund Committee, Punjab and no claim, therefore, will be considered. Loss of samples or damage or wear and tear or injury by testing exposure experiment etc. shall be no ground for compensation in any form.

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3.4 DELIVERY SCHEDULE

The supply and integration of all items shall be completed within 30 days of placement of order/LOI upon the successful bidder

3.5 WARRANTY

All goods supplied by the supplier shall be guaranteed against the defects for a period of 12 (Twelve) months from the date of delivery of goods.

3.6 PERFORMANCE BANK GUARANTEE (PBG)

The successful bidder will have to deposit a performance bank guarantee valid for a period after 6 months post warranty for an amount equivalent to 10 % of the contract value and execute contract agreement within 15 days of the issuance of LOI/Order, failing which the LOI/order shall be withdrawn at the discretion of the Authority and the EMD of the bidder shall be forfeited.

3.7 LATE DELIVERY/PENALTY:

3.7.1 A penalty of 5% of the value of the order per week, or part thereof, shall be imposed for delay in supply of goods beyond the specified time limit.

3.7.2 The penalty will be calculated on weekly basis. In case the delay exceeds one month, the order/contract will be liable to be cancelled along with forfeiture of bank guarantee and recovery of liquidated damages.

3.7.3 The above provision is notwithstanding the right of the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh to get the work executed at the risk and cost of the Bidder and to avail of other remedies/provisions laid down in the terms of bid/contract.

3.8 TERMINATION FOR DEFAULT: The Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part. if:

3.8.1 The qualified Bidder fails to deliver any or all of the obligations within the time period (s) specified in the contract, or any extension thereof granted by the Project Director-cum-Director General

Signature of the Tenderer

School Education, Punjab Edusat Society, Chandigarh.

- 3.8.2 The qualified Bidder fails to perform any of the obligation(s) under the contract
- 3.8.3 The qualified Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued to the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh.
- 3.8.4 The average annual turnover of the bidder for the last 3 years should not be less than 50.00 Lac (Attach Proof).

4.0 FORCE MAJEURE:

- 4.0.1 Notwithstanding the provisions of the tender, the Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 4.0.2 For the purposes of this Clause, 'Force Majeure' means an event beyond the control of the Bidder like acts of the Government of Punjab/ Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh either in its sovereign or contractual capacity, war or revolution, fire, floods, epidemics, quarantine restrictions and freight embargoes.
- 4.0.3 If a Force Majeure situation arises, the qualified Bidder shall promptly notify the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh in writing of such a condition and the cause thereof. Unless otherwise directed by the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Secretary, Punjab School Physical Education Development Fund Committee, Punjab may terminate this contract, by giving a written notice of minimum 15 days to the Bidder, if as a result of Force Majeure, the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

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5.1 STANDARD OF PERFORMANCE

The qualified Bidder shall carry out the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. The Bidder/ bidders shall also adhere to professional standards recognized by international professional bodies. The Bidder/ bidders shall employ appropriate advance technology and safe and effective equipment, machinery, material and methods wherever required. The Bidder/Bidders shall always act in respect of any matter relating to this contract, as faithful advisors to the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh and shall, at all times support and safeguard the Society legitimate interests in any dealings with the third party.

5.2. OTHER TERMS AND CONDITIONS:

5.2.1 Fall Clause: The prices charged for the stores supplied under contract by the contractor shall in no way exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description on similar terms and conditions to any person/Organization including the purchaser or any department of the Central Govt. or any Deptt. of the State Govt. or any statutory undertaking of the Central or State Govt. as the case may be during the period till performance of the supply order placed during the currency of the contract is completed.

(ii) If at any time during the said period the contractor reduces the rate of sale price, sells or offers to sell such stores to any person/Organization including the purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any statutory undertaking of the central or State Govt. as the case may be at price lower than the price chargeable under the contract shall forthwith notify such reduction sale or offer to sell to the Society and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or shall offer to sell shall stand correspondingly reduced.

(iii) The bidder shall furnish the following certificate alongwith each bill or payment for supplies made against the contract.

The supplier has to certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt. under the contract herein and such stores have not been offered and sold by him on similar terms and conditions to any person/Organization including the purchaser of

Signature of the Tenderer

any Deptt. of the Central Govt. or any Deptt. of the State Govt. or any statutory undertaking of the Central or State Govt. as the case may be upto the date of the bill/date of completion of supplies against the supply order placed during the currency of the contract at a price lower than the price charged to the Society under the contract.

5.2.2 The Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh reserves the right to carry out the capability assessment of the Bidder. The Society's decision shall be final in this regard.

5.2.3 The Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh reserves the right to accept or reject any/all tenders without assigning any reason.

5.2.3 The Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh reserves the right to increase or decrease the quantities of items to be purchased.

5.3 ARBITRATION:

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator i.e. the Secretary, Department of School Education Punjab. This is notwithstanding the fact that the sole arbitrator may be connected in any manner with the official process of finalizing the Contract. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.

5.4 JURISDICTION

In all matters and disputes arising hereunder the appropriate Courts at Chandigarh alone shall have jurisdiction to entertain and try them.

6.0 The quotation will be regarded as constituting an offer or offers open to acceptance on whole or in part or parts at the discretion of Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh.

6.1 In the event of tender being accepted the quotations will be converted into a contract which will be governed by the conditions of tender document.

Signature of the Tenderer

I / we hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract of tender document . The conditions of tender document will be binding upon me/ us in the event of the acceptance of my/our tender.

I/ we herewith enclose deposit receipt for a sum of Rs. _____ as security money and should I/ we fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 15 days of the acceptance of my/ our tender. I/ we hereby agree that the above sum of security money shall be forfeited to the Project Director-cum-Director General School Education, Punjab Edusat Society, Chandigarh.

Annexure

Schedule of Rates

VRLA, SMF Batteries

Sr. No	Description	Specifications	Approx. Qty	Rate	Unit	Name of actual Manufacturer and country of manufacture
1	Battery	VRLA, SMF Batteries (12v, 17 AH)	240			
2	Battery	VRLA, SMF Batteries (12v, 100 AH)	600			

All rate for delivery f.o.r _____
dated the _____ day of _____ 2009

Authorized Signatory with Seal of the Firm _____

Address _____

Signature of the Tenderer