

Notice Inviting Tender

Directorate General of Hydrocarbons, Noida invites Sealed Tenders (in duplicate) under Limited TENDER- SINGLE BID SYSTEM from the known indigenous prospective suppliers / manufacturers whose names are as mentioned under :

1. M/s. Sudhir Genesets Ltd.(UPS Division), Gurgaon.
2. M/s. NGBPS Ltd., New Delhi.
3. M/s.Arora Batteries, Ghaziabad.
4. M/s.JKD Enterprises (Okaya Batteries), Noida.
5. M/s. MAC Computer, Noida.

However Bid Document may also be issued to those firm's / manufacturers who meet the under mentioned pre-qualification criteria (PQC). The request from such firm should however be sent (preferably by fax or in person) within 10 (ten) days between 10.00 Hrs to 17.00 Hrs. on any working day on publication of this tender i.e. on or before **14.05.2010** to HOD (MM), DGH, C-139, Sector 63, Noida -201 301, (Ph No: 0120-4029400, Fax No: 0120-4029410) to issue the bid document . Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

PRE QUALIFICATION CRITERIA (PQC):

Bidder should be manufacturer or authorized dealer / distributor for the quoted make / brand of the **UPS**.

(i) Manufacturer's experience :

In case the bidder is a manufacturer of the offered equipment / item, he should satisfy the following along with documentary evidence which should be enclosed along with the bid:

a) Minimum 5 (five) years experience in manufacturing of **UPS**.

b) Should have manufactured and supplied minimum **40 (Forty)** number of **UPS** to various companies during last five years.

(ii) In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of above 1.0 (a) & (b) of the concerned manufacturer (having supplied such item either by manufacturer himself or his distributor).

To,

Bid Document No: DGH/MM/ENQ/UPS/10
Bid Document Date: 04/05/2010
Bid Closing Date: 28/05/2010
Time: 1400 Hrs
Bid Opening Date: 28/05/2010
Time: 1500 Hrs

Sub: Procurement of Batteries for 10 KVA UPS

Dear Sir,

1. DGH invites you to submit your lowest bid for supply & installation of batteries as per specifications enclosed vide **Annexure-I** and price format as per **Annexure-II**.
2. Please arrange to send your bid in a sealed envelope, super-scribed with the above mentioned Bid Document No. and Bid Closing Date so as to reach DGH's office at following address before the bid closing date and time. Any bid received after the closing date and time will not be considered.

HOD(MM)
Directorate General of Hydrocarbons
C – 139, Sector- 63
Noida – 201301

3. Delivery: Within **15 days** of Purchase Order.
4. Validity of Offer : Your bid should be valid for a period of **60** days.
5. Payment Terms: 100% payment will be released within 30 days of delivery and satisfactory installation of software and against submission of your bills.

Other terms & Conditions:

1.0 Transferability of Bid Documents:

1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

1.2 Unsolicited offers will not be considered and will be straightway rejected.

2.0 Bid Price:

2.1 Bidders should offer firm prices. No increase in price on or any score whatsoever shall be entertained by DGH.

2.2 Prices should be quoted as per format mentioned in **Annexure-II** and should include all charges like basic price and freight, Insurance and as well as the installation charges, where applicable.

2.3 Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

2.4 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

2.5 Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, DGH shall avail such discount at the time of placement of order.

3.0 Taxes & Duties:

3.1 Offer should be inclusive of all taxes & duties.

3.2 All taxes, duties and other levies for the services including installation/commissioning, Training etc. where applicable, shall be to the Bidder/Seller's account

4.0 Delivery :

Bids should be for "Door Delivery at DGH's office at Noida", with firm delivery date. If delivery is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery indicated in our enquiry and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter of intent/order by the successful bidder.

5.0 Submission of Bids :

5.1 Bids should be sent in triplicate in double sealed envelope.

5.2 The original bid in bidder's own original letterhead duly signed by authorized signatory and stamped should be marked as ORIGINAL and the two copies as DUPLICATE. Both the copies of bid should be put in a sealed envelope bearing the following details on the left hand top corner:

- i) DGH's Bid Document No.
- ii) Bid closing date
- iii) Brief Description of materials
- iv) Bidder's Name, official address with Phone Nos. & Email address.

5.3 Bids must be submitted in original. No bid should be sent by Telex / Cable / Fax / E-mail/telephone. Bids not complying with above will be rejected.

5.4 Relevant technical literature must be submitted along with the bid whenever called for without which the bid would be liable to be rejected.

5.5 Incomplete bids would be summarily rejected by DGH.

6.0 Deadline for Submission of Bids:

6.1 Bids must be received at the office of the Directorate General of Hydrocarbons at Noida, UP (India) by the Bid Closing Date & time mentioned in the covering letter.

6.2 Timely delivery of the bid at the above address is the responsibility of the bidder.

7.0 Opening of Bids:

7.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, an authorisation letter from the bidder must be produced to the Bid Opening Officer at the time of opening of bids. Unless this letter is presented, the representative will not be allowed to attend the bid opening.

7.2 In case of any unscheduled holiday on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

8.0 Purchase's Right to accept or reject any or all Bids.

8.1 DGH reserves the right to accept / reject or prefer any bid either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for DGH's action. DGH also reserves the right to split the order between two or more parties.

9.0 Warranty / Guarantee :

9.1 Goods or materials to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the

Seller for a period of 1 (one) year from the date of commissioning/receipt (where commissioning is not involved) against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by DGH to the Seller shall be replaced immediately by the Seller on "Door Delivery at DGH Office at Noida" basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

10.0 Default in delivery / Liquidated damages:

10.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder.

10.2 In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.

11.0 Default:

11.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, DGH may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as DGH may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, DGH will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event DGH shall have the right to terminate the Contract.

12.0 Termination :

12.1 In the event of an Contract with the Bidder, DGH shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

13.0 Force Majeure:

13.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

13.2 The term “force majeure“ as used herein shall mean ‘Acts of God’ including Landslides, lightning, Earthquake, Fires, Storms, Flood & Washout, Strikes, Lockouts or other Industrial Disturbances in the Seller’s undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

14.0 **Arbitration:** - In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between DGH and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date. The venue of such Arbitration will be at Delhi.

Yours faithfully

(K.T.VARKEY)
Sr. Manager (MM)

Specifications

1. Supply of 12V, 7 Ah SMF batteries for GE Power LP-33-10 KVA UPS-80 Nos.
2. Installation, testing and commissioning of the supplied UPS batteries with UPS Systems.

Note: Experience Criteria.

1.0 Bidder should be manufacturer or authorized dealer / distributor for the quoted make / brand of the **UPS**.

(i) Manufacturer's experience :

In case the bidder is a manufacturer of the offered equipment / item, he should satisfy the following along with documentary evidence which should be enclosed along with the bid:

a) Minimum 5 (five) years experience in manufacturing of **UPS**.

b) Should have manufactured and supplied minimum **40 (Forty)** number of **UPS** to various companies during last five years.

(ii In case the bidder is not a manufacturer, then the bidder is required to submit documentary evidence in respect of above 1.0 (a) & (b) of the concerned manufacturer (having supplied such item either by manufacturer himself or his distributor).

2.0 Bids without documentary evidence in support of above are liable for rejection.

PRICE FORMAT

Sl No.	Description	Rate (Rs.)	Qty.	Total Amount (Rs.)
1.	Battery for UPS 12V,7 Ah		80 Nos.	
2.	Installation Charges			
3.	Taxes			
	Total "Door Delivery at DGH office at Noida" price including installation charges & taxes			