

## **INVITATION FOR BID**

(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for Annual Rate Contract for Cannon Consumable under Single Bid System from the known firms whose names are as mentioned under:

- 1. M/s. Pixel Communications Systems Pvt Ltd., Noida**
- 2. M/s. Park Network Pvt Ltd, Noida**
- 3. M/s. Canon Image Square, Noida**
- 4. M/s. NCCF**
- 5. M/s. Kendriya Bhandar**

However Bid Document may also be issued to those firms who meet the under mentioned pre-qualification criteria (PQC).The request from such firm should, however, be received (preferably by fax or in person) within **11.02.2013** by the HoD (MM), DGH, OIDB Bhawan, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) 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):**

- 1. Vendor must be canon authorized reseller / distributor in NCR.**

**DIRECTORATE GENERAL OF HYDROCARBONS**  
**MINISTRY OF PETROLEUM & NATURAL GAS**  
**GOVERNMENT OF INDIA**  
**NOIDA**

TENDER NO.: DGH/MM/Canon/RateCont/ENQ/087

TENDER DOCUMENT

FOR

**Tender for Annual Rate Contract for Canon**  
**Consumable.**

### **FORWARDING LETTER**

To,

**DGH/MM/Canon/RateCont/ENQ/087**

<b>Date</b>	<b>31/01/13</b>
<b>Bid Closing Date</b>	<b>21/02/13</b>
<b>Time</b>	<b>1400Hrs</b>
<b>Bid Opening Date</b>	<b>21/02/13</b>
<b>Time</b>	<b>1500Hrs</b>

### **Sub: Tender for Annual Rate Contract for Canon Consumable**

Dear Sir,

1. DGH invites you to submit your lowest bid for our above referred requirement as per General Terms & Conditions vide **Annexure-I**, Technical Specifications Cum Price Format enclosed vide **Annexure-II**, including all attachments thereto.
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  
OIDB Bhawan, Plot No.2, Sector 73  
Noida – 201301

3. Validity of Offer: Your bid should be valid for a period of **60** days.
4. Delivery: On door delivery within **5 days** of Release Orders, on as and when required Basis, against the Rate Contract. DGH will not arrange for collection of material in any condition.
5. Payment Terms: Payment will be made within 30 days of receipt of completed supply bills on monthly basis.

6. Performance Security : 7.5 % of the estimated contract value.
7. Period of Rate Contract : One year only from the date of award.

DGH now looks forward to your active participation in the Bid.  
Thanking you,

Yours faithfully

(Pushpendra Kumar)  
Sr. Project Fellow(MM)

**General Terms & Conditions**

**1.0 Transferability of Bid Documents:**

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.

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, taxes & duties etc.

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 date is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery date indicated in our Bid Document and will be binding on the bidder. The delivery date will be counted from the date of receipt of the individual release orders issued against the rate contract by the successful bidder. DGH will not arrange any conveyance for collection of material in any condition.

## **5.0 Submission of Bids :**

- 5.1 Bids should be sent in duplicate 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 copy as DUPLICATE. All the three 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 forwarding 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 authorization 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 Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)**

- 8.1 The bid shall conform generally to technical specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the Technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- 8.2 Bidder must be canon authorized reseller / distributor in NCR.
- 8.3 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 8.4 Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.
- 8.5 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.
- 8.6 Bidders must quote clearly and strictly in accordance with the **“Price Format”** of bidding document, otherwise the bid will be summarily rejected.
- 8.7 Bidder must accept and comply with the following clauses as given in the Bid Document in to failing which offer will be rejected –
  - (i) Force Majeure Clause
  - (ii) Tax Liabilities Clause
  - (iii) Arbitration Clause
  - (iv) Liquidated damage cum penalty clause
  - (v) Termination Clause
- 8.8 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:
  - (i) Price evaluation and comparison will be made on “Total Cost including Taxes & Duties” basis for Annexure-I. Bidders are to quote for all items. If any item is not quoted for by the bidder, highest received bid for the

same item would be loaded for comparison purpose. However, if such bid gets accepted for contract after such loading, the lowest received bid would be used for the missing quote, in the contract.

- (ii) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**9.0 DGH's Right to accept or reject any or all Bids:** 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.

**10.0 Warranty / Guarantee:** 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 as per given by the manufacturer 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.

### **11.0 Performance Security:**

- 11.1 The successful bidder shall furnish the Performance Security as per **Pro forma B** within **21** days of the receipt of Letter of Intent / order failing which DGH reserves the right to cancel the order and forfeit the Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**
- 11.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 11.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 11.4 The Bank Guarantee will have to be given from the nationalised scheduled banks on non judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 11.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank :



- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

- 11.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 11.7 The Bank Guarantee shall be enforceable at Delhi.
- 11.8 Performance Security shall be valid for 15 months from the date of delivery / commissioning whichever is later. The validity requirement of Performance Security specified in the order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 11.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 11.10 Performance Security amount will not accrue any interest.

## **12.0 Default in delivery / Liquidated damages:**

- 12.1 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.
- 12.2 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.

- 13.0 Default :** 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.

#### **14.0 Termination :**

- 14.1 In the event of a 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.

#### **15.0 Force Majeure:**

- 15.1 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.
- 15.2 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.

- 16.0 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

(Pushpendra Kumar)  
Sr. Project Fellow(MM)

**Annexure-II****PRICE FORMAT**

<b>Sl. No.</b>	<b>Items</b>	<b>Qty</b>	<b>Unit price</b>	<b>Total (Rs)</b>
<b>1.</b>	Canon Cartridge for Canon IR 2422L Copier-4 Nos	20		
<b>2.</b>	Taxes if any			
	<b>Total Amount in Rs</b>			

**Note:**

1. Please quote prices inclusive of all taxes. Also state the details and tax rates included in above rates.
2. DGH reserves the right to increase/decrease the quantity without assigning any reason whatsoever.
3. Delivery: On door delivery within **7 days** of Release Orders, on as and when required Basis, against the Rate Contract. DGH will not arrange any conveyance for collection of material in any condition.
4. Payment Terms: Payment will be made within 30 days of receipt of completed supply bills on monthly basis.