

DEPARTMENT OF POSTS: INDIA
O/o the POSTMASTER GENERAL, KURNOOL REGION, KURNOOL-518002.

**ADVERTISED TENDER ENQUIRY FOR SUPPLY OF INFRASTRUCTURE
EQUIPMENT TO THE IDENTIFIED EDBOs IN KURNOOL REGION**

Sealed Tenders are invited by the Postmaster General, Kurnool Region, Kurnool-518002 on behalf of the President of India, hereinafter called the purchaser from reputed firms/dealer for **Supply of Infrastructure equipment to EDBOs in Kurnool Region as listed in Annexure-II**. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and conditions applicable to the contract have been mentioned in Annexure-1. The proforma for submission of tender has been given in Annexure-III (for Technical Bid) and Annexure IV (for Commercial Bid) to the Notice Inviting Tender. The schedule of tender is given as under.

2. **Schedule of Tender.**

Tender No: M&C / IE EDBOs / 2009-10, dated 15.09.2009

Last date and time of receipt of Tender : 08.10.2009 at 03.00 PM

Amount of Earnest Money Deposit as per Clause 2 of Annexure I: Rs.11,500/-
(Rupees One lakh twenty five thousand only) i.e, 5% of Estimated Value of Rs.2,30,000/-.

Date & Time of Opening of Technical/Commercial Bid : 08.10.2009 at 04:00 PM

Venue: **O/o Postmaster General, Kurnool Region, B Camp, Dak Nilayam, Ist Floor, Kurnool-2.**

3. The Tender form along with terms and conditions can be had from the undersigned on any working day (Monday to Friday from 16.09.2009 to 07.10.09 between 10.00 AM and 05.45 PM).

4. The tenders completed in all respects must in all cases be received in this office before the date and time indicated in the Schedule of Tender in Para 2 above. The tenders received after the scheduled date and time will be rejected outright.

5. The Tender should be addressed to **Sri M.Chandrasekhar Reddy, Assistant Director (N), Office of the Postmaster General, Kurnool Region, Kurnool-2** clearly superscribed as **'TENDER FOR SUPPLY OF INFRASTRUCTURE EQUIPMENT TO EDBOS IN KURNOOL REGION'**, to reach this office on or before 08.10.2009 by 03.00 PM. The technical & commercial bids will be opened on 08.10.2009 at 04:00 PM in the presence of the Tenderers/ their authorized representatives. The Tenders should be sent by Regd. Post/Speed Post only. Tenders can also be dropped in the Tender Box kept at the O/o the Postmaster General,

Kurnool upto 03:00 PM on 08.10.2009. Tenders sent through other modes or through person by hand to this office will not be accepted.

ANNEXURE – I

Terms & Conditions

1. The list of offices to which the infrastructure equipment are to be supplied is mentioned in Annexure-II.
 1. The quantity indicated in the tender schedule can increase or decrease depending on the requirements of the department. However the maximum increase will be restricted to one hundred numbers.
 2. The quality of equipment supplied shall be as per standards. Any defective equipment shall out rightly be rejected.
 3. Original Equipment Manufacturers / Manufacturers authorized representatives / Authorised Dealers / Authorised Distributors only are eligible to quote. They should enclose the authorization certificate from the respective manufacturing Unit. Non submission of the certificate will make the tender invalid.
 4. All the bidders should quote for all the items. Tender will be invalid if the bidder fails to quote for all the items.
 5. Bidders are requested to verify the check list and see that all documents are submitted. Non submission of any document will be making the tender bid invalid.
2. **Earnest Money Deposit (Bid Security):**
 - 2.1 Earnest Money Deposit of Rs.11,500/- (Rupees Eleven thousand five hundred only) must be deposited by tenderers in any Post Office and Original Receipt in form ACG 67 / MPCM receipt provided by the Post Office in token of having received the amount should be submitted along with their tenders. While seeking the UCR receipt, the tenderer may request the PO to indicate tender no. and purpose of remitting the amount on the UCR receipt.
 - 2.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof after submission of the tender. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government.
 - 2.3 The tenders without earnest money deposit will be summarily rejected.
 - 2.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit. Earnest Money Deposit of unsuccessful tenderers will be refunded, after finalization of tender selection and that of the successful tenderer will be refunded only after execution of the contract.
3. **Instructions to Bidders:**

The tender should be submitted in two parts namely Technical bid (in form given in Annexure-III) along with the proof of Earnest Money Deposit and commercial bid (in form given in Annexure IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing sealed covers should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid” and date of opening of tender.

4. **Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he signs 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.

N.B.

(1) 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.

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

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

(4) In case of Private Ltd./Limited companies, company incorporation certificate along with the articles of association has to be submitted.

(5) The proprietary Certificate in case of proprietary firm.

5. Contract Clause :-

The tenderer should sign and affix his/her firm's stamp on each page of the tender and all its Annexures, as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS ADVERTISED TENDER ENQUIRY. The tender document along with the enclosures has to be serially numbered and the number of pages should be indicated in the check list attached to the tender document.

6. **Technical Bid:**

6.1 The Technical bid should be submitted in form given in Annexure-III along with the original receipt obtained for the deposit of Earnest Money Deposits in the UCR in the Post Office for the amount indicated above along with full details of technical facilities for executing the work i.e. equipment, infrastructure etc., and associated security features, and any other information sought for in the last section of the Annexure-III. The technical bid should also contain all the documents as mentioned at clause 11.

7. **Commercial Bid :**

7.1. The commercial Bid should be submitted in form given in Annexure IV in a separate sealed cover kept inside the main cover. Technical & Commercial bids will be opened on 08.10.2009 at 04:00 PM. Commercial bids of those who qualify in technical bid will only be considered for opening. The tenders will be evaluated by a tender evaluation committee.

8. **Price Schedule :**

8.1. Prices should be given in Annexure-VII.

8.2. Columns may not be left Blank. If no amount is charged on any item, remarks as 'Not Applicable' or any suitable remarks may be mentioned.

8.3. Price bid shall be submitted exactly in the same format, as furnished above. Tenders with deviation from the format will be liable for rejection.

8.4. Taxes, if any, to be paid need to be duly indicated in the bid. Otherwise no extra payment would be made for this purpose.

8.5. Prices should be given for one unit of the item.

9. **Schedule of Requirements:**

The list of offices to which infrastructure equipment required is mentioned in Annexure-II.

10. **Specifications & Technical details :**

Specifications & Technical details are given in Annexure – VI. All the equipment indicated in the tender should be guaranteed for a period of minimum one year.

11. **Conditions of Contract:**

Each bidder should submit the following:-

- 11.1. EMD Receipt indicating the EMD amount paid.
2. Annexure – III
3. Technical specifications of the product.
4. Authorization letter from the manufacturer.
5. Whether quoted for all items (Yes / No)
6. Sales Tax Registration Certificate.
7. Partnership deed / Incorporation Certificate and Articles of Association / Deed of sole Proprietary (Any one of these documents as is applicable)(See para 4 N.B. of Annexure I)
8. List of customers.
9. Any supplies made to any firm / office / organizations should be supported by letters from such organizations confirming supplies received.
10. Tender notice should be enclosed.
11. Delivery schedule should be enclosed.
12. Bidder should indicate probable date of supply to each office mentioned in the delivery schedule in Annexure – VIII.
13. Audited Balance sheet and profits/loss statement for the year 2007-08 & 2008-09 are to be furnished. In case of 2008-09 un-audited statements will suffice, if audited documents are not ready.
14. Commercial bid in form Annexure-IV.
15. Check list in form Annexure – V.
16. Price Schedule in form Annexure – VII.

12. **Validity of the Bids:**

- 12.1. The bids shall be valid for a period of 180 days from the date of opening of the tenders. This has to be so specified by the tenderer in the commercial bid.
2. The approved tender shall be valid for a period of one year, from the date of awarding the tender. It can be extended for another year, with same terms and conditions by the Department of Posts, based on the need and requirements prevailing at that instant of time. Orders will be placed on the approved tender, once the tenderer gives the consent for supply during the extended period.
- 12.3. The approved tenderer will supply the equipment and commission them at the approved rates at Post offices for which supply has been made. This also applies to additional quantity ordered if any.

13. **Opening of Tender:**

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of

the tenderer and on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

14. **Right of Acceptance:**

14.1 The Department of Posts reserves all rights to reject any tender which fails to comply with the terms & conditions laid down in the tender without assigning any reason whatsoever. The Department of Posts does not bind itself to accept the lowest or any specific tender.

14.2 The Department of Posts reserves the right to cancel the tender at any time without assigning any reason.

14.3 The decision of Department of Posts in this regard is final and binding.

14.4 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation and liable for disqualification.

15. **Communication of Acceptance:**

Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit will be communicated.

16. **Delivery Schedule for completing supply of items:**

The supply, installation and commissioning of infrastructure equipment must be completed within a period of 45 days from the date of receipt of Purchase order by the approved tenderer. The tenderer shall mention the probable date of delivery in respect of each Post office in the Annexure – VIII.

17. **Security Deposit (Performance Security):**

17.1. The successful tenderer will have to deposit in cash in any Post Office under UCR a sum which is equal to 10%(Ten) of the Purchase order value towards the Performance Security within 7 days from the date of acceptance of the tender and produce the receipt in original to the Department of Posts. Alternatively a bank guarantee for the said amount for a period of four months from the date of issue of Bank Guarantee may be furnished towards Performance Security. No bills would be paid to the firm without submission of security deposit.

17.2. The Security Deposit can be forfeited by order of the Department of Posts in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the supply order. On expiry of the contract, such portion of the said security deposit as may be considered by the Department of Posts sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

18. Warranty

18.1 The equipment has to be guaranteed for a minimum period of one year against manufacturing defects from the date of installation and commissioning of the infrastructure equipment.

19. Breach of Terms and conditions.

In case of breach of any of terms and conditions mentioned above, the Competent authority will have the right to cancel the work order without assigning any reasons thereof and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited. Besides, the performance guarantee will be invoked, without giving any notice to the tenderer.

20. The tender is not transferable. Only one tender shall be submitted by one tenderer.

21. In case of any unforeseen circumstances like National disaster the delivery schedule, payments etc. could be rescheduled as per the circumstances prevailing at that time, if found justified by the Department.

22. Penalty :

In the event of the contractor failing to:

- i. observe or perform any of the conditions of the work as set out herein; or
- ii. execute the work in good and workmen like manner and to the satisfaction of the officers nominated for the purpose and by the time fixed by the Department of Posts. Since the work being awarded to the contractor is of important nature, and time-bound, the time schedule given in clause 16 must be adhered to failing which a penalty at the rate of 0.5% of the Purchase Order value subject to maximum 1% of the Purchase order value for every week's delay, will be imposed which will be recovered.

23. Natural Calamity, Strike etc:

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery of completion of work may be suspended resulting in undue delay without penalty, Department of Posts shall have the power during such stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on Department of Post to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every facility for removal and use of materials as may be necessary for timely completion of the work.

24. Insolvency etc:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of firm failing to comply with any of the conditions herein specified, the Department of Posts shall have the power to terminate the contract without previous notice.

25. Subletting of work:

The contractor shall not assign or sublet the work or subcontract or any part of it to any other person or party.

26. Right to call for information regarding status of work:

The Department will have the right to call upon information regarding status of work at any point of time.

27. Precautionary measures :

The contractor must be careful that quality and timeliness of the work is maintained as well as time schedule prescribed etc., should not be disturbed. The contractor must take every care to see that the work or any portion thereof does not fall into unauthorised hands. Care should be taken to execute the work under proper security conditions and no spare item of document / copies should be retained or otherwise made over by the contractor or any of his staff member to any other person other than the person(s) authorised by the Department of Posts.

28. Terms of payment

28.1 Payment for infrastructure equipment supplied will be made, only after supply, installation and commissioning at the respective offices.

28.2 At the time of payment of bills, the Income Tax, Service Tax etc. if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

28.3. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

28.4 All payments shall be made by cheque only after satisfactory completion of supply, commissioning and testing.

28.5 Terms of payment as stated in the Tender Document shall be final.

29. Compliance with Laws:

During the performance of the work, the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules,

regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorised body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.

30. Arbitration

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitration tribunal containing a Sole Arbitrator to be appointed by the Director General, Department of Posts. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or mis-mandate having been terminated under Law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provisions of Arbitration and Conciliation Act, 1990 and the rules framed there under and in force shall be applicable to such proceedings.

31. Contract Form :

The tenderer should submit Contract Form as given in Annexure III.

32. Other Enclosures:

Other enclosures if any which the bidder would like to enclose viz., ISO certification, Strong features of the firm, any awards / citations can be enclosed by the bidder. This is only optional, but not compulsory.

Assistant DIRECTOR (North)
O/o. postmaster general
Kurnool region
Kurnool 518002

UNDERTAKING

1. I / We undertake that I / We have carefully studied all the terms and conditions and understood the parameters of proposed work of the Department of Posts and shall abide by them.
2. I / We also undertake that I / We have understood “Parameters and Technical specifications for conducting the work / supply of items mentioned in Annexure II of the Tender No: **M&C / IE EDBOS / 2009-10, dated 15.09.2009** and shall conduct the work strictly as per these “Parameters and technical specifications for conducting the work/ supply of items”
3. I / We further undertake that the information given in this tender are true and correct in all respects and we hold the responsibility for the same.
4. I / We also undertake that supplies would be made as per the specifications given in the technical bid and I / We shall accept for rejection / cancellation of contract if the supplies are not as per specifications and that civil / criminal proceedings could be initiated if the material supplied is found to be sub-standard or not in accordance with the specifications furnished alongwith the tender on a future date.

Dated at:

Tenderer

firm)

(Dated Signature of

With stamp of the

ANNEXURE-II
LIST OF OFFICES TO BE SUPPLIED WITH THE FOLLOWING INFRASTRUCTURE
EQUIPMENT

S.No.	Name of the Division	Items of furniture to be supplied, specifications & quantity			
		Plastic moulded chair with arms 16" X 16", 28" (back ht)	Plastic moulded chair without arms 16" X 16", 28" (back ht)	Steel almirah 3 shelves (50" X 30" X 15")	Self indicting weighing scale 2 Kg capacity
1	Anantapur	6	6	6	6
2	Chittoor	5	5	5	5
3	Cuddapah	6	6	6	6
4	Hindupur	6	6	6	6
5	Kurnool	6	6	6	6
6	Nandyal	6	6	6	6
7	Proddatur	5	5	5	5
8	Tirupati	6	6	6	6
	TOTAL	46	46	46	46

(CONTRACT FORM)

- Sl.No. : Dated:
UCR No :
Name of the Post Office :

I / We understand the instructions regarding terms and conditions of the tender notice dated 15.09.2009.

I/We hereby offer to supply, install and commission the infrastructure equipment to the Post Offices in Kurnool Region as indicated in the tender notice dated 15.09.2009 and as you may specify in the acceptance of the tender and agree to hold this offer open till _____ I / We shall be bound by a communication of acceptance dispatched within the prescribed time.

I /We hereby offer the following rates per unit as required in your tender notice.

S.No.	Particulars	Plastic moulded chair with arms 16" X 16", 28" (back ht)	Plastic moulded chair without arms 16" X 16", 28" (back ht)	Steel almirah 3 shelves (50" X 30" X 15")	Self indicting weighing scale 2 Kg capacity
1.	Basic Price				
2.	Excise Duty				
3.	Sales Tax				
4.	Service Tax				
5.	Education Cess				
6.	Transportation				
7.	Insurance				
8.	Octroi				
9.	Erection, Commissioning & Testing/installation				
10.	Evaluation cum Inspection Fee				

TOTAL

I / We confirm that EMD of Rs. _____ /- has been paid in PO vide UCR receipt No: _____
dated _____ at _____ Post Office.

Date:

Signature of the tenderer

WITNESS:

- 1.
- 2.

Yours faithfully,

Signature of the tenderer

Date
of tenderer with seal)

(Signature

ANNEXURE-V

CHECK LIST

1. No.of Pages of tender document including enclosures : _____
2. Post Office receipt of E.M.D. (See para 2 of Annexure I) indicating the EMD amount paid.
3. Annexure – III.
4. Technical specifications of the product.
5. Distributor / Dealer / Manufacturer representative should enclose the authorization certificate from the respective manufacturing company indicating that they are the Distributor / Dealer / Manufacturer Representatives and that they are authorized to participate on their behalf. (See para 1.4 of Annexure.I)
6. Whether quoted for all items (Yes / No)
7. Sales Tax Registration Certificate.
8. Partnership deed/Incorporation Certificate and Articles of Association/Deed of sole Proprietary (Any one of these documents as is applicable). (See para 4 N.B. of Annexure I)
9. List of Customers.
10. Any supplies made to any firm / office / organizations should be supported by letters from such organizations confirming supplies received.
11. Tender Notice along with technical bid / commercial bid. (See para 6&7 of Annexure.I)
12. Delivery schedule destination Post office wise (See para 16 of Annexure.I). Bidder should indicate probable date of supply to each office mentioned in the delivery schedule in Annexure – VIII.
13. Audited Balance sheet and profits/loss statement for the year 2007-08 & 2008-09 are to be furnished. In case of 2008-09 un-audited statements will suffice, if audited documents are not ready.

ANNEXURE – VI

TECHNICAL SPECIFICATIONS OF INFRASTRUCTURE EQUIPMENT

1. Plastic Moulded Chair with arms: 16” X 16 “, 28” (back ht)
2. Plastic Moulded chair without arms : 16” X 16” , 28” (back ht)
3. Steel Almirah, 3 Shelves , 50” X 30” X 15”
4. Self Indicating Weighing Scale 2 Kg Capacity

ANNEXURE – VII

PRICE SCHEDULE

S.No.	Particulars	Plastic moulded chair with arms 16” X 16”, 28” (back ht)	Plastic moulded chair without arms 16” X 16”, 28” (back ht)	Steel almirah 3 shelves (50” X 30” X 15”)	Self indicting weighing scale 2 Kg capacity
1.	Basic Price				
2.	Excise Duty				
3.	Sales Tax				
4.	Service Tax				
5.	Education Cess				
6.	Transportation				
7.	Insurance				
8.	Octroi				

9. Erection, Commissioning & Testing/installation
10. Evaluation cum Inspection Fee

TOTAL

ANNEXURE – VIII

DELIVERY SCHEDULE

S.No.	Name of the Division	Items of furniture to be supplied, specifications & quantity				Probable date of supply
		Plastic moulded chair with arms 16" X 16", 28" (back ht)	Plastic moulded chair without arms 16" X 16", 28" (back ht)	Steel almirah 3 shelves (50" X 30" X 15")	Self indicting weighing scale 2 Kg capacity	
1	Anantapur	6	6	6	6	
2	Chittoor	5	5	5	5	
3	Cuddapah	6	6	6	6	
4	Hindupur	6	6	6	6	
5	Kurnool	6	6	6	6	
6	Nandyal	6	6	6	6	
7	Proddatur	5	5	5	5	
8	Tirupati	6	6	6	6	
	TOTAL	46	46	46	46	