

(Department of Atomic Energy, Government of India) Chhatnag Road, Jhunsi, Allahabad-211 019 Phone: 0532-2274382 Fax: 0532-2569576, 2567444

NOTICE INVITING TENDER (LIMITED) FOR SUPPLY OF DOUBLE ACTION HYDRAULIC FLOOR SPRING

SINGLE BID SYSTEM

Ref NIT (L) No HRI/28/813

Date: 04 Jul 17

Sealed Tenders are invited on behalf of the Director, Harish-Chandra Research Institute, Allahabad from the Registered Firm for the Supply of Double Action Hydraulic Floor Spring at Harish-Chandra Research Institute, Allahabad. Tender documents are available on the HRI web site (<u>http://www.hri.res.in/tenders/</u>). The tender document consists of the following two parts:-

Part-1(A to C)	"TERMS & CONDITIONS" & "TECHNICAL BID" of the tender
Part-2	"FINANCIAL BID" of the tender

The main information is as follows:-

TITLE	Supply of Double Action Hydraulic Floor Spring
BID REFERENCE No	HRI/28/813 dated 04 Jul 17
LAST DATE AND TIME FOR SUBMISSION OF BIDS	10 Aug 17 UPTO 1500HRS
DATE AND TIME OF OPENING OF BIDS	10 Aug 17 At 1600HRS
PLACE OF OPENING OF BIDS	Harish-Chandra Research Institute Chhatnag Road, Jhunsi, Allahabad - 211019
ADDRESS FOR COMMUNICATION	Stores & Purchase Officer Harish-Chandra Research Institute, Chhatnag Road, Jhunsi, Allahabad – 211019 For any communication regarding this tender, kindly mention Bid Reference No (HRI/28/813 dated 04 Jul 17) on the main envelop of the correspondence

It will be the responsibility of the bidders to check website <u>http://www.hri.res.in</u> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.

This Document Contains – 12 Pages



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Please superscribe the Title (Supply of Double Action Hydraulic Floor Spring), NIT number (HRI/28/813 dated 04 Jul 17) and date of opening of the Bids (10 Aug 17) on the sealed cover to avoid the Bid being declared invalid. The Tender, complete in all respects should be submitted up to 1500HRS on 10 Aug 17 which shall be opened on the same day at 1600HRS in presence of parties present at the time of opening of Tender.

The sealed envelope containing "Terms & Conditions" and "Financial Bid" on prescribed tender document should reach the Registrar, Harish-Chandra Research Institute, Jhunsi, Allahabad on or before 10 Aug 17 upto 1500HRS otherwise the tender will not be accepted. The bidders may depute their representative, duly authorized in writing, to attend the opening of bids on the due date and time. Rate and important commercial / technical clauses quoted by the all the Bidders will read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

.....sd..... (Ravindra Singh) Registrar



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PART – 1(A)

TERMS & CONDITIONS OF THE SUPPLY OF DOUBLE ACTION HYDRAULIC FLOOR SPRING AT HARISH-CHANDRA RESEARCH INSTITUTE, JHUNSI, ALLAHABAD

1. Last date and time for depositing the Bids: - 1500HRS 10 Aug 17

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. <u>Manner of depositing the Bids</u>:- Sealed Bids should be either dropped in the Tender Box marked as **Registrar Harish Chandra Research Institute** or sent by registered post at the address given below so as to reach by the due date and time. Late / Delayed tenders will not be considered. Printed conditions of the vendor submitted with the tender will not be binding on Harish Chandra Research Institute. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. Please superscribe the above mentioned Title, NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

Address: Registrar, Harish Chandra Research Institute Deptt of Atomic Energy, Government of India Chhatnag Road, Jhunsi, Allahabad-211019

3. <u>Time and date for opening of Bids</u>:- 1600HRS 10 Aug 17

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer). The tender opening date may be extended in case adequate no of bids are not received to have fair competition and equal level playing field to all the bidders.

4. Location of the Tender Box:-

Harish Chandra Research Institute Room No 106 Chhatnag Road Jhunsi, Allahabad (UP)

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. <u>Place of opening of the Bids</u>:- Conference Hall or any other place of Harish Chandra Research Institute. Place will be intimated by the Reception staff of the institute. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.



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6. <u>Single Bid System</u>:- Technical and Financial Bid (both) would be opened on 10 Aug 17 at 1600HRS.

7. **Forwarding of Bids**:- Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, etc and complete postal & e-mail address of their office.

8. <u>Clarification regarding contents of the NIT</u>:- A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. <u>Modification and Withdrawal of Bids</u>:- A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. <u>Clarification regarding contents of the Bids</u>: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. <u>**Rejection of Bids:**</u> Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bid. Conditional tenders will be rejected.

12. <u>Validity of Bids</u>: The Bids should remain valid till 90 days from the last date of submission of the Bids. However the Institute may in consent with the bidders increase the validity of bids.

13. Interested parties who fulfill following criteria are only eligible for purchase contract:-

- (a) Registered with Goods and Service Tax (GST) No. Must have registered shop/office/show room.
- (b) Experience of supplying similar items to reputed organisation (please attach copy of order/bill etc.).



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14. For further information/clarification in this respect, please contact Stores & Purchase Officer, HRI during working hours (Email: <u>surendrayadav@hri.res.in</u> Telephone No 0532-2274382). It will be the responsibility of the bidders to check website <u>http://www.hri.res.in</u> for any amendment through corrigendum in the NIT (Limited). In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.

15. No increase in rates will be allowed during the Contract Period due to any reason, after opening the bids.

16. In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by either party on production of requisite proof.

17. All the items to be supplied should be new, of good quality and standard and as per the technical specifications / make & model mentioned in tender document. No deviation in the make/specification will be allowed.

18. <u>Warranty</u>: - The following Warranty will form part of the contract placed on successful Bidder:-

(i) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants for a minimum period of 12 months or as per specified by the OEM from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual.

19. **Delivery Period:** - Delivery period for supply of items would be 60 days from the issuance of Purchase Order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. However in case of genuine reasons for late delivery, institute can waive / reduce liquid damages if firm approach in writing.



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20. <u>TERMS OF DELIVERY</u> Local Delivery at Site 21. <u>Consignee details</u> -Harish Chandra Research Institute (Stores & Purchase Department) Department of Atomic Energy Chhatnag Road, Jhunsi

22. Penalty for use of Undue influence:- The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

23. <u>Liquidated Damages</u>: In the event of the Seller's failure to supply the stores/goods as mentioned in the Purchase Order the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the Purchase Order price of the delayed/undelivered stores for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 5% of the value of delayed stores.

24. **Option Clause:** Under this clause, the Purchaser retains the right to place orders for additional quantity up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option is available during the original period of contract provided this clause had been incorporated in the original contract



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with the supplier. Option quantity during extended DP is to be limited to 50% of balance quantity after original Delivery Period.

25. <u>Repeat Order Clause:</u> – The contract / Purchase Order will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

26. <u>Arbitration:</u> All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Institute regulations.

27. **Fall clause:** The following fall clause will form part of the contract placed on successful Bidder: -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all Purchase Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to this Institute and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

28. Risk & Expense clause: -

(1) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(2) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty,



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without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(3) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

(4) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 20% of the value of the contract."

29. HARISH-CHANDRA RESEARCH INSTITUTE reserves the right to reject any items supplied against the purchase order, if found not satisfactory at the time of supply. The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

30. The prices quoted should be inclusive of all taxes, packing, forwarding and freight upto HRI Campus. HARISH-CHANDRA RESEARCH INSTITUTE will not provide any facility to send the material from Allahabad City to HARISH-CHANDRA RESEARCH INSTITUTE Campus. If quotes received with hidden cost, quotes will be rejected. The total amount should be clearly mentioned.

31. The Lowest Bid will be decided upon the lowest price quoted by technically qualified L1 firm / bidder. Purchase Order may be placed to technically suitable qualified L1 firm / bidder on the basis of evaluation done at this institute.

32. Payment for the items to be supplied by the vendor against the purchase order shall be made by HARISH-CHANDRA RESEARCH INSTITUTE as follows:-

(a) 100% after supply and installed as per Purchase Order and physically verified by the competent authority.

(b) Payment shall be released within 20 days on receipt of the original bill completed in all respect.

33. The Institute reserves the right to reject any or all quotations without assigning any reason therefore.

34. This NIT will be binding to the successful vendor as contract documents. Purchase Order will be issued to successful vendor with applicability of all terms & conditions of this NIT.



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- 35. Decision of the Director of the Institute will be final and binding for all concerned.
- 36. All disputes subject to Allahabad jurisdiction.

.....sd..... (Ravindra Singh) Registrar

DECLARATION BY THE VENDOR

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the NIT document for which I/We have signed and submitted the bid under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 36. This is also certified that I/We/our principal manufacturing firm have no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Address:

Signature:

Name:

Designation: On behalf of: (Company Seal)



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PART – 1(B)

BIDDER ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION AND ATTACH PROOF OF THE SAME FOR ASSESSMENT OF THEIR CREDENTIALS

1.	Name of the Company	
2.	Full address of company alongwith	
	Telephone no.	
	Fax no.	
	E-mail address :	
3.	Local address of company for communication, if any	
4.	Are you a manufacturer or dealer / reseller	
	(please attach relevant document)	
5.(a)	Goods and Service Tax (GST)	
	Registration No. (Certificate to be enclosed)	
5.(b)	PAN No	

<u>Note:</u> Irrespective of registered with HRI, all firms are requested to submit the GST No. with certificate.



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PART – 1(C)

TECHNICAL BID (SPECIFICATION)

FOR THE SUPPLY OF DOUBLE ACTION HYDRAULIC FLOOR SPRING AT HARISH-CHANDRA RESEARCH INSTITUTE, JHUNSI, ALLAHABAD

(Bidders are requested to offer their technical bid in the following format only)

SI No	Item Specification	Approx Qty	Please Mention Make & Model and Deviation if any
(1)	(2)	(3)	(4)
(a)	DOUBLE ACTION HYDRAULIC FLOOR SPRING With following specifications:- Supply of double action hydraulic floor spring having brand logo embossed on the body / plate with double spring mechanism and door weight upto 75kg including brass cover plate minimum 1.25 mm thickness with brass pivot and single piece M.S. sheet outer box with slide plate. Make: Godrej/Dorma	14 Nos	

Signature and seal of the bidder:



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PART – 2

FINANCIAL BID

FOR THE SUPPLY OF DOUBLE ACTION HYDRAULIC FLOOR SPRING AT HARISH-CHANDRA RESEARCH INSTITUTE, JHUNSI, ALLAHABAD

FINANCIAL BID FORMAT

(Bidders are requested to offer their price bid in the following format only)

SI No	Description	DOQ	Quantity	Unit Price (in Rs)	Total Cost (in Rs)
1	2	3	4	5	Colum 4 X Column 5 = Column 6
(a)	DOUBLE ACTION HYDRAULIC FLOOR SPRING Specifications as mentioned in Technical Bid Part-1(c)	Each	14		
(b)	Net Bid Price				

	Percentage (%)	Included	Excluded	Not applicable
Packing and forwarding				
Goods and Service Tax (GST)				
Insurance				
Freight				
Any other cost if applicable				

Delivery Terms: Door delivery freight paid up to HRI, Allahabad

Signature and seal of the bidder: