



INDIAN BUREAU OF MINES
MINERAL PROCESSING DIVISION

INVITATION TO TENDER

No. D-19014(1)/OD/Sto/2015-16

Dated the 10th June, 2015

From

The Controller General,
Indian Bureau of Mines

To

M/s. _____

SCHEDULE OF REQUIREMENT

1. Bid Security/Earned Deposit Amount Rs.5,000/-	<u>Corresponding Address :</u> The Stores Officer, Mineral Processing Laboratory, Indian Bureau of Mines Plot No.L-8, MIDC, Hingna Road, Nagpur-440 016 FAX No. : (07104) 235542 PH No. : (07104) 235541, 235543, 235544 And 235545 E-MAIL : indian75@bsnl.in ibmhngn@bsnl.in
2. Date and time for opening of technical bid on 07-07-2015 at 1500 Hrs.	
3. Last date and time for reaching of the tender in sealed envelopes on 08-07-2015 upto 15 hours	

Dear Sir,

The Controller General, on behalf of the President of India, invites tender/quotation for purchase of the following stores.

Sl. No.	Description of Stores	Quantity required
1.	U.P.S. Sytem 10 K.V.A. (<u>on buyback basis</u>) (as per enclosed Annexure – I)	One unit

Note :-

- Detailed instruction, items and conditions are given in enclosed tender documents.
- Sealed tender/quotation under two bid system i.e. technical bid and commercial bid
- The above tender enquiry has also been uploaded on Eprocure.gov.in and IBM's portal.

INSTRUCTION FOR BIDDER AND TERMS & CONDITION OF
CONTRACT FOR SUBMISSION OF TENDER UNDER (TWO BID SYSTEM)

1. Receipt and opening of Tender:

- a) Last date and time of submission of tender : 07-07-2015 upto 13.00
- b) Date and time of opening of tender : 08-07-2015 upto 15.30
- c) Tender Enquiry No. : D-19014(1)/OD/STO/2015-16

2. The offer shall be addressed to The Controller General, Indian Bureau of Mines and shall be submitted to the Stores Officer, Ore Dressing Division, Modern Mineral Processing Laboratory and Pilot Plant, Plot No. L-8, M.I.D.C., Hingna Road, NAGPUR-440016. The offer should be submitted separately for each item in two parts i.e. Technical Bid and Commercial Bid. Both the envelope should be sealed in separate covers and put in a bigger cover which should also be sealed indicating the tender number and due date of opening of tender on its top.

a) PRICE BID : The price bid should indicate the item wise prices along with buyback offer, taxes and discount offer, packing forwarding, transit insurance, freight paid and door delivery basis including handling/un-loading at Purchaser's site separately. The Contract prices shall also include excise duty, Sales tax, any other state or Central taxes and duties applicable at the time of supply of goods and should be indicated separately in the offer itself. The post warranty Annual Maintenance Contract charges should be quoted separately. The Catalogue, technical literature should be enclosed along with tender.

b) Technical Bid : Technical Bid should consist of –

- i. All relevant information asked in the general conditions of contract and the specifications proposed to be supplied.
- ii. Compliance statement in respect of Technical Specifications as per proforma attached.
- iii. Catalogue, Technical literature should be enclosed along with Technical Bid.
- iv. EMD to be place in the technical bid.
- v. Copy of CST (VAT/TIN registration certificates, failing which their bids will be summarily/out rightly rejected.

C) OCTROI: The Octroi exemption certificate will be issued by the Purchaser, as the Government goods are exempted from payment of Octroi charges.

D) Excise Duty Exemption: This department is registered with DSIR, New Delhi, hence exempted from payment of Central Excise and octroi, if any. Necessary certificate will be provided in this regard.

E) TRANSIT INSURANCE: The transit insurance for the goods arranged by the Vendor.

F) VALIDITY: The prices quoted must be firm during the tenure of the contract and the offer must remain open for acceptance minimum up to 180 days (Six months) from the date of opening of the tender. Offer with a validity of less than 180 days will be liable for rejection without any further reference.

G) PERFORMANCE GUARANTEE : Performance Guarantee of twelve (12) months from the date of receipt of the items should be specified without which the offers are liable to be rejected.

H) LATE OFFERS : Late/delayed offers, Telegraphic offers and incomplete offers are liable to be rejected.

I) Buyback offer :- The Tenderer may wish to submit their buyback offer. The old 6 KVA U.P.S. system with 30 SMF battery was purchased in the year 2004, make : AZ electronics. The tenderer may also submit their quote with/without buyback for 6 kva system. The system is available in Mineralogy lab for inspection on working days from 10 to 5 p.m.

3. EARNEST MONEY/BID SECURITY : The earnest money deposit of Rs.5,000/- for each unit should be deposit along with the offer in the form of Account Payee Demand Draft or Bank guarantee from any of the Commercial Bank in an acceptable form in favour of Pay and Account Officer, Indian Bureau of Mines, Nagpur payable at any Commercial Bank should be accompanied with technical bid otherwise the offer may be treated as invalid. Earnest money by way of Fixed Deposit receipt, Banker's Cheque is also acceptable. Account Payee Demand Draft or Bank Guarantee from any of the Commercial Bank is in acceptable form.

The earnest money without interest will be returned to the Un-successful tenderer (s) within the validity period. Bid Security will be refunded to the successful Bidder on receipt of Performance Security.

4. PERFORMANCE SECURITY: Performance Security for a period of one year (12 months) from the date of receipt of the goods in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank guarantee from a Commercial Bank in the acceptance form for 5% of the basic cost of equipment should be furnished by the successful bidder.

5. TERMS OF PAYMENT : 100% payment within 30 days against the pre-receipted bill in triplicate, after receipt of items in full and good condition, and after their installation/commissioning. E-Payment shall be made to the Supplier through (ECS) Electronic Clearing System.

6. INSPECTION : After the material is received at Indian Bureau of Mines, it shall be inspected. The purchaser shall have full power to reject all or any portion that he considered defective or inferior in quality of material. Any portion of the contract work so rejected shall

be immediately replaced by the vendor at his expenses. If in the opinion of purchaser, the said materials can be rectified, the vendor shall rectify at his own expenses and resubmit the rectified materials for inspection.

7. DESPATCH INSTRUCTION : The consignment should be dispatched on door delivery and on freight paid basis to The Stores Officer (OD), Indian Bureau of Mines, Modern Mineral Processing Laboratory and Pilot Plant, Plot No. L8, M.I.D.C., Higna Road, Nagpur-16 as per supply order. Un-loading/Handling and transferring consignment in storage shed of the purchaser will be arranged by the supplier and not by the purchaser.

8. DELIVERY:-

- i) The delivery date is the essence of the contract and suppliers shall, therefore, complete the contract Indian Bureau of Mines does not accept partial deliver of them.
- ii) Should it appear likely that the execution of the contract work may be delayed for any reasons beyond the control of the supplier; the supplier should obtain well in advance the concurrence of the purchaser in writing for extension of delivery date. However, this solely depends upon the purchaser who has full authority to reject the request for extension of date.

9. LIQUIDATED DAMAGES: In case the supplier defaults in delivery and the supplier should obtain the approval well in advance in writing from the purchaser, if the purchaser has not accepted the extension of delivery period the purchaser may forfeit the Performance Security. Also, the advance paid, if any, against Bank guarantee will be recovered fully from their Banker. Purchaser reserves the right to claim damages of 2% for delay in supply or defective or substandard goods supplied by the vendor even if the goods were inspected by the purchaser, prior to receipt at site.

10. OTHER GENERAL TERMS AND CONDITIONS:

- i) If the Tenderers are the authorized distributors of the Manufacturers, they are requested to enclose Photostat copy of the letter of their manufacturer appointing them as authorized distributor for marketing their product.
- ii) The Tenderers should clearly state in their offer that they/their principles possess valid license required under the Industrial Development and Regulation Act, 1961 wherever applicable and necessary, for materials offered by them.
- iii) Packing list must contain item wise list of contents of each package, case, crate etc. quantity dispatched. Each package shall be numbered consecutively to indicate individual and total packing i.e. 1 of 2, 2 of 2, etc.
- iv) The registration of the firm viz. VAT/TIN/CENVAT etc. may be mentioned in the quotation otherwise quotation will not be considered.

11. All fax, telex, telegram messages from suppliers to purchaser shall be confirmed by registered post.

12. Tenderers holding valid Industrial Licensee(s) under the Industrial Development and Regulation Act, 1981, should furnish the particulars of Industrial Income Registration Certificate.

13. Each page of the offer is to be signed and stamped by the tenderer and prices should be indicated in figures and words.

14. In case of conflict in interpreting the conditions of the documents forming part of this tender enquiry, the decision of the purchaser shall be final and binding and accepted by the vendor.

15. All question, disputes or differences arising in connection with contract shall be subject to the exclusive jurisdiction of the courts at Nagpur.

16. **ARBITRATION JURISDICTION :-** In case of any dispute between IBM and any bidder regarding interpretation of or exercise of any terms of these presents, the opinion of IBM shall prevail. However, if any bidder is aggrieved by such decision, the dispute may be referred to any arbitrator jointly, appointed by IBM and such applicant and the proceedings will be conducted in accordance with the Provisions of Indian Arbitration and conciliation Act 1996. The award given in that proceedings shall be final and abiding on both parties.

17. **VENUE OF ARBITRATION :-** Nagpur

18. **FORCE MAJEURE :-** Force majeure shall mean and be limited to the following –

- a) Any war or possibilities,
- b) Any riot or civil commotion, natural physical disaster, impossibility of the use of any Railway part, Airport, Shipping services or any other means of transport, Power failure etc.,
- c) Any strike or lock out (only those exceeding 10 days in duration) affecting the performance of IBM/Bidder obligations.

19. The Department reserves the right to alter the quantity, procure items in part or reject any or all tenders or to extend the date of opening etc, without assigning any reasons.

20. **CANCELLATION** : In addition to his right to determine the contract upon fault of the vendor, the purchaser reserve the right to cancel the contracts any time in whole or in part without assigning any reasons and the purchaser also reserves the right either to pay or not to the vendor for either part of the contract work or whole of the contract work executed, if they are not according to purchaser's satisfaction.

21. The Vendor should indicate warranty period from the date of installation. Replacement of defective items will be borne by the vendor at his own cost in case of any manufacturing defects. The vendor should also indicate post Warranty annual maintenance contract service charges.

22. The price bid should indicate the details as per the enclosed bid sheet proforma.

23. Technical specifications of the items required are given in Annexure 'A'.

24. ADDITIONAL REQUIREMENTS :

- a) Demonstration of equipment should be arranged at the suppliers expenses and training for IBM personnel on free of cost for one week.
- b) Detailed specifications should be furnished for each item.
- c) Spares and Accessories for smooth operation for two years after warranty should be quoted separately.
- d) Installation and Commissioning of the equipment will be responsibility of the Supplier. Charges if any, should be quoted separately.
- e) The free services, warranty, Up-gradation maintenance and other facilities provided should be specified along with the offer, with condition if any.

For CONTROLLER GENERAL
INDIAN BUREAU OF MINES

Annexure-

BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY

Whereas (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of..... (hereinafter called the "tender") against the Purchaser's tender enquiry No. KNOW ALL MEN by these presents that WE..... (hereinafter called the "Bank") of..... having our registered office atare bound unto.....in the sum of.....for which payment will and (hereinafter called the "Purchaser") truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE :

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
 - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to execute the contract.

We, undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Seal, Name and address of the bank and address of the branch

TECHNICAL SPECIFICATION FOR 10 KVA U.P.S. system (single phase)

Sl.No.	Particulars	Specifications
1.	Capacity	10 KVA (single phase)
2.	Bateries	Should have built in sealed maintenance free lead acid battery of standard make
3.	Backup time	45 minutes to 60 minutes
4.	<u>Input Voltage :</u> a) Voltage b) Input frequency c) Harmonic distortion	Should have inbuilt stabilizer Single phase 170-280 volts 50/60 Hz \pm 5 Hz (45-65 Hz) <5% THD (current)
5.	<u>Output :</u> a)Voltage b)Frequency c)THD (Linear laod) d)Crest factor e)Overload capacity f)Common mode g)Normal Mode h)AC output	230 volts 50 Hz \pm 0.1%(free running mode) single phase 50Hz 1% (typical) 3% maximum 3.0 150% for 1 minute 110% for 30 minutes, 125% for 10 minute, 1000% for 1 cycle <0.5 V PEAK <10 V PEAK Pure Sine Wave
6.	Audible Noise	50 db (1 meter)
7.	Efficiency	>85% AC/DC/AC
8.	Warranty	Comprehensive 3 years with one site service – Batteries included
9.	Protection	Should be protected from overload, short circuit, under voltage, surges and spikes
10.	The specification of old 6 KVA system : purchased in the year 2004 from Make & manufacturer : A.Z. electronics, The system is available in mineralogy lab. For inspection.	