

TENDER NOTICE

**THE INSTITUTE FOR DEFENCE STUDIES AND ANALYSES,
NO 1, DEVELOPMENT ENCLAVE, RAO TULA RAM MARG,
DELHI CANTT – 110 010**

1) Terms and Conditions

1. Sealed tenders / Quotations are invited by the Institute for Defence Studies & Analyses (IDSA) for “ Refilling of fire Cylinders” as per the terms and conditions governing the Tender as under :
2. The sealed tenders are to be submitted in prescribed format on the organization’s business letter head duly stamped, signed and dated on each page as your unconditional acceptance to the terms prescribed by the Institute in the tender document. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the tenderer/ bidder. No overwriting shall be accepted unless authenticated with full signature of the tenderer/ bidder. Incomplete bids received shall be summarily rejected.
3. The tender document may be obtained during working hours from 05th July 2019 to 30th July 2019 (upto 1600 Hrs on 30th July 2019) on all working days free of cost from estate cell of the Institute at above address. The tender document can also be down loaded from the website of the Institute.
4. The tenderer/ bidder is required to provide a total implementation solution to INSTITUTE which will include the following:
 - a) Lifting the Fire Extinguishers from Institute
 - b) Refilling and fixing back the fire Extinguishers.
 - c) Appropriate awareness training should be given to the concerned workers of INSTITUTE.
5. The tenderer/bidder is required to submit the Technical/Infrastructure and Commercial bids in one sealed envelope. Sequential page numbering should be marked on all the pages of the bid submitted (including supporting documents).
6. The sealed tender duly superscribed “ Refilling of Fire Extinguishers” on or before 1600 Hrs , 30th July 2019 **should be addressed to Estate Manager** and sent to the Institute’s address given below either by speed post/or by dropping in the tender box placed at Reception at INSTITUTE , **& should reach on or before 16.00 PM on July 30, 2019 .**

Address:

Estate manager

Institute for Defence Studies and Analyses
No 1, Development Enclave,
Rao Tula Ram Marg.
New Delhi-110010

Tenders received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays what so ever and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.

7. The Bid shall be opened on 31st July 2019 at 1130 AM. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed time .
8. INSTITUTE shall have the right to assess the competencies and capabilities of the tenderer / bidder by going through the credentials given in the Bid and on the basis of such credentials, INSTITUTE may reject the candidature of the tenderer . In such case(s) the Commercial Bid shall not be opened for that particular tenderer / bidder. The Commercial Bid of only those parties who qualify in the technical scrutiny shall be treated as valid .
9. Non acceptance of any of the terms & conditions as stated in tender and non submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only tenderer(s) / bidder(s) whose Technical / Infrastructure particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
10. The tenderer/ bidder should be a registered company under the Companies Act, 1956 of India for at least 2 (Two) years on the date of the submission of the tender.
11. The tenderer/ bidders are required to study the Institute's complete set-up while quoting for the “ **Refilling of Fire Extinguishers**”
12. Escalation matrix upto the level of CEO must be provided with phone number and email address of all personnel in the matrix.

13. Tenderer/ bidder (s) are required to deposit Rs.10,00/-[Rupees One thousand only] towards earnest money by way of crossed demand draft in favour of "The Institute for Defence studies and Analyses" payable at New Delhi. The earnest money of unsuccessful tenderer/ bidders shall be refunded without interest within 90 (Ninety) days from the date of acceptance /finalization of the Quotation. In the case of successful tenderer(s)/ bidder(s), the earnest money deposited may be adjusted against security deposit and will be held for the entire period of contract and shall be refunded without interest subject to satisfactory performance. In the case of contravention of the various terms and conditions as stated in the tender documents, the security deposit shall be liable for forfeiture and such decision of the Institute shall be final.

14. **Security Deposit**

The tenderer / Bidder whose tender is accepted by INSTITUTE shall be required to give a security deposit for faithful performance of the Tender. The total amount of security deposit shall be 10% of the contract value).The security deposit shall be in the form of bank Guarantee /Demand Draft . No interest will be payable by INSTITUTE on the security deposit, so held. The Bank Guarantee shall be valid for a period of 15 Months and shall be submitted within 15(fifteen) days of the award of LOI.

In case the Bidder fails to execute the work as per the tender; or fails to deliver the satisfactory after sales service or fails to execute SLA, the INSTITUTE shall have the right to invoke the said Bank Guarantee and shall also forfeit the amount .

15. The Estate Manager of the Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Estate Manager of the Institute shall be final and binding on all concerned.

16. INSTITUTE does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the tender in whole or in part

17. The whole work included in the Tender shall be executed by the Tenderer /bidder and the Tenderer/Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein without the written consent of INSTITUTE.

18. In case of any work for which there is no specification in the Tender, such work shall be carried out in accordance with the directions of the INSTITUTE or its authorized representative.

19. The Tenderer/ Bidder is advised to visit and inspect the sites at his own cost and shall be responsible to secure all necessary information, which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the Tenderer/Bidder in connection with the preparation of his tender shall be borne by him and the INSTITUTE will not accept any liability whatsoever in this regard.
20. Time is the essence of the contract and the Tenderer/Bidder is required to complete the work in all respects within the stipulated time and hand over the same duly completed in all respects to the satisfaction of the INSTITUTE.
21. All corrections in the tender shall be attested by initials of the Tenderers /Bidders. Corrections, if not attested may entail rejection of tender.
22. It shall be clearly understood that the rates quoted in the tender will be for complete work at site, as per instructions to Tenderers /Bidders, conditions of Contract, specifications and drawings, and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or drawings or tender documents. The rates shall be firm and shall not be subject to cost escalation. The tenderers / bidders shall quote rates inclusive of all statutory levies, taxes, transportation charges, surcharges, & other taxes etc except GST . No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations. No advice of any change in rate after the opening of the tender shall be entertained.
23. Every page of the tender shall be signed on the left side bottom corner by the person or persons submitting the tender in token of his/their having acquainted himself / themselves with the general conditions etc as laid down. Any tender is liable to be treated as defective and liable to be rejected, if any of the pages is not signed. All corrections and alterations, if any made while filling the tender must be attested by initials of the Tenderer/Bidder. Cuttings and overwriting is not permitted. Failure to comply with either of these conditions shall render the tender liable for rejection.
24. INSTITUTE/INSTITUTE's authorized representative shall have power to make any alterations or additions to the stipulated specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the Tenderer/ Bidder shall abide by the instructions of INSTITUTE if any claim for compensation on account of such alterations or additions. The Tenderer / Bidder shall be bound to carry out the work in accordance with any instructions which may

be given to him in writing signed by INSTITUTE/INSTITUTE's authorized representative and such alterations shall not invalidate the contract, and any additional work which the Tenderer/ Bidder may be directed to do in the manner specified above, as part of the work, shall be carried out by the Tenderer/ Bidder on the same conditions in all respects on the basis of which he agreed to do the main work and at the same rates as are specified in the tender for the main work without any deviation. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the INSTITUTE shall be conclusive as to such proportions.

25. The Tenderer/Bidder shall, on the written order of the INSTITUTE, suspend the progress of the work or any part thereof for such time or times and in such a manner as the INSTITUTE may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the INSTITUTE or its authorized representative. No compensation shall be payable to the Tenderer/Bidder on whatsoever account for suspension of work.

26. Termination of the Contract

1. The Contract in whole or part can be terminated at the option of the INSTITUTE, if the INSTITUTE for any reason whatsoever does not require the whole or part of the job thereof as specified in the tender to be carried out and in the said event the INSTITUTE shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the INSTITUTE and of any alterations having been made by the INSTITUTE in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated.
2. The Institute without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.

- 27.No claim for interest shall be entertained by INSTITUTE with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Tender/Bidder.
- 28.In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this tender and contract, the authorised official of the Institute and the Tednderers / Bidders will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of the Director General, IDSA or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.
- 29.The Institute shall not be liable for any postal delay. Tenders received after the stipulated date and time shall not be entertained.
- 30.Prices quoted should be FOR Institute premises and should be inclusive of all charges viz. Lifting, Refilling , Reinstallation and transportation etc .
- 31.During refilling if any spares found faulty /needs replacement , the same shall be brought in the notice of Estate Manager, after approval the same shall be replaced .
- 32.Quantity can be varied , payment shall be made on actual consumption/work done basis.

Annexure-1

Eligibility Criteria

The tenderer/ bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The tenderer/ bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the “ Refilling of **Fire Extinguishers**” sought by the INSTITUTE. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all tenderer/ bidders who qualify the eligibility criteria as given below. Eligibility criteria are mandatory and any deviation in the same shall attract bid disqualification.

S.NO.	Eligibility Criteria	Documents to be Submitted
1.	The tenderer/ bidder must be an Indian firm/ organisation registered under Indian Companies Act.	Copy of Certificate of Incorporation issued by Registrar of Companies.
2.	The tenderer/ bidder should not be currently blacklisted by any Central/State Govt. dept./Public Sector Unit.	Self attested Certificate on Rs 10/-Stamp paper.
3.	The tenderer/ bidder should have relevant experience of minimum of 3 years in “Manufacturing , or Supply, Refilling Installation & Commissioning of Fire Extinguishers.	Copy of order and/or certificate of completion of the work.
4.	Tenderer/ bidders with SC (Support Centre) based in NCR Delhi would be preferred.	Copy of the address proof.
5.	The bidders must have valid GST number	Copy of Latest challans should be attached

1) Price-Bid Evaluation

The Price-Bid evaluation is done only for those bids which are responsive and which qualify as per the norms as prefixed by the Institute.

Price Bid

- a) The Tenderer/ bidder shall indicate in the Price Schedules the all-inclusive (Except GST) Unit Rates for refilling of fire cylinders including transportation cost .
- b) The Tenderer/ bidder shall quote rate only in Indian Rupees.

2) Indemnity

The Bidder hereby covenants and agrees to indemnify and shall at all times keep indemnified the INSTITUTE against any loss or damage that the INSTITUTE may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender / agreement. The bidder shall pay for all losses, damages, costs, charges and expenses which the INSTITUTE may incur or suffer as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender / agreement and the bidder shall indemnify and keep indemnified the INSTITUTE in all respects.

3) Delivery Period .

The Refilling, Delivery, installation & commissioning will be completed within 45 days from placement of the purchase or work order. Any delay by the Tenderer/bidder in the delivery of goods and services shall render the Tenderer/bidder liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.

If the tenderer/bidder fails to deliver any or all of the goods and services or complete the installation / commissioning within the period specified in the purchase/work order, the INSTITUTE shall without prejudice to its other remedies deduct as liquidated damage as per the liquidated damages clause mentioned in this tender.

4) Liquidated Damages

If the Tenderer/bidder fails to deliver any or all of the goods and services or complete the installation/ commissioning within the period specified in the purchase/work order, INSTITUTE, shall without

prejudice to its other remedies, deduct as liquidated damage Rs 200/- day of the price of the delayed goods and services.

5) Terms of Payment

- a) Payments shall be made promptly by the INSTITUTE, no later than forty five(45) days after submission of an invoice or request for payment by the bidder , and the INSTITUTE has accepted it.
- b) If any excess payment has been made by the INSTITUTE due to difference in quoted price in proposal and bidder's invoice, the INSTITUTE may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the INSTITUTE.
- c) The currency in which payment shall be made to the supplier under this contract is Indian Rupees (INR).
 - i. No payment separately towards taxes & duties etc. other than the quoted in the price schedule for each item of work shall be payable by the INSTITUTE.
 - ii. It may be noted that all taxes, duties, levies, Inspectorate charges and other charges are to be included in the unit / total contract price and INSTITUTE is not liable to pay any taxes, (except GST)duties, levies over and above the unit contract value. Also the bidder has to include all types of freight and insurance charges in the unit/total contract value and INSTITUTE is not liable to pay any charges towards insurance or freight .

6) Clarifications

For any details / clarifications, **Shri Hemant Kumar, Estate Manager, (011-26145352, <hk.152@hotmail.com)** may be contacted during the Office hours.

Date: July 1, 2019

**(Hemant Kumar)
Estate Manager**

Annexure-II

Price BidRefilling of existing fire extinguishers .

<u>Sr No</u>	<u>Type of Fire Extinguishers</u>	<u>Volume /weight</u>	<u>Quantity</u>	<u>Rate (Rs)</u>	<u>Amount exclusive of GST (Rs)</u>
1.	CO2- IS No 15222	2 Kgs	8 Nos		
2	CO2-IS No 15222	4.5 Kgs	65 Nos		
3	Water Type with Gas Cartage in accordance with - IS No 4947	9 Litres	25 Nos		
4	DCP (ABC)-IS 14609	2 Kgs	16 Nos		
5.	DCP (ABC)-IS :14609	4 Kgs	5 Nos		
6.	DCP (ABC)-IS 14609	5 Kgs	5 Nos		
7.	DCP (ABC)-IS 14609	6 Kgs	1 No		
8.	Clean Agent-IS 15693	4 Kgs	2 Nos		
9.	PVC Hose Pipe of Co2 cylinders-ID 10mm length 1 meter with horn		01 No		
10.	Brass Valve 15 mm for Co2 cylinders		1 Nos		
		Total			

Total - Exclusive of GST and inclusive of all other taxes / levies & transportation cost

In words (Rupees).....

Name of the bidder with seal