Department of Posts: India Office of the Director Postal Services Agartala Division, Agartala-799001

Tender No.: BD/Upgradation of Parcel Centre-14-15

Dated at Agartala the 18/2/2015

Notice Inviting Tender

Subject: Tender for Supply of Desktops/PCs & peripherals.

- 1. Sealed Tenders are invited on behalf of the President of India for supplying of desktops/PCs & Peripherals items as detailed in Annexure-I to Agartala Head Post office.
- 2. General Terms and Conditions, method of submission of tender, amount of Earnest Money Deposit / Security have been mentioned in Annexure II. The quality of Desktops/PCs & Peripherals to be supplied should be as per parameter/technical specification given in Annexure I. The proforma for submission of tender had been given in Annexure-III (for Technical Bid) and Annexure IV (for Commercial Bid).
- 3. The Tender forms along with terms and conditions can be had from the Office of the Director Postal Services, Post Office Chowmuhani, Agartala on any working day except Saturdays/Sundays and holidays from 10:00 AM to 5:00 PM till 11-3-2015 or can be downloaded from website: www.tenders.gov.in if the date of opening is declared as Holiday, than the date of opening will be next working days but time of opening will remain the same.
- **4. Rs. 500(Five hundred) only** be deposited in any Post Office as unclassified receipt in ACG-67/UCR Receipt in token of Cost of Tender form payment. The receipt should be enclosed along with tender documents. Issue of Tender form is free of cost to N.I.S.C Registered small scale industries subject to the value of procurement is less than or equal to their monetary limit to be mentioned in the NIT. Condition will be applicable on downloaded copies also.

5. Schedule of Tender

(i) Last date and Time of receiving of Tender by this office : 11-3-2015 upto 4 PM.

(ii) Date and Time of opening of tender : 12-3-2015 at 11 AM

(iii) Venue: O/o the Director Postal Services, Post Office Chowmuhani, Agartala.

(iv) The Tender should be addressed to the Director Postal Services, Agartala-799001.

- (v) Estimated Cost of the work: Rs.2, 02,800 (Two lakh Two Thousand Eight Hundred) only.
- **6.** The tenderers should sign and affix rubber stamp of his firm on each page of the tender and all its annexure.
- 7. The tender completed in all respects in accordance with the norms mentioned in Annexure-II must be received in this office on or before the date and time indicated above. The tenders received after the schedule date and time will be rejected outright. Tender should be dropped/in Tender Box provided in this office. All outstation tenders should be sent by Speed Post addressed to the undersigned and must reach in the office of the Director Postal Services, Agartala by 11-3-2015 at 16.00 hrs. The cover containing the tenders should sealed with distinct mark of Monogram of Tenderer and superscripted with the words "Tender for Supply of PC & Peripherals" and only one tender should be kept in one cover. Submission of tenders by FAX/E-mail/Telegram is not acceptable.

For Director **Postal Services**, **Agartala-799001**.

Copy to:-

- 1) The Chief PMG (Estt.), N.E. Circle, Shillong-793001 for kind information w.r. to C.O. letter No.Mails/1-253/14,dated 27/11/2014.
- 2) The SA, Divisional Office for uploading the NIT in the departmental website.
- 3) All Postmasters in Agartala Division for displaying in Notice Board.
- 4) The SPMs of important SOs in Agartala Division for displaying in their Notice Board.
- 5) Notice Board of the office.

For Director **Postal Services**, **Agartala-799001**.

Annexure - I

Parameter and Technical Specification

SI	Parameter and Technical Specification Sl Particulars of Minimum		Quantity	Particulars where good to be supplied
No	Items	Configuration/Specification	required	
1	Wireless Barcode Scanner	 Microprocessor-32 Bit Scanner Range-75-100 mtr Memory: ByDefault. Prefereably data can be stored when out of range San rate:300 Scan per second or more. Drop Durability:withstand minimum 1.5 m drop. D Barcode: All 1D Barcode Battery:3.7V 2500mAH.Li-ion Battery Battery Life:40Hours per Full Page Warranty:1 Year on site. Branded ISO Certified 	03 nos.	Agartala HPO for Express Parcel Hub.
2	Dot matrix Printer	 9 pin, 337CPS Speed serial interface, USB connector Branded ISO Certified 	03 nos.	-do-
3	Hand held Bracode Scanner	 Microprocessor:32 Bit Branded ISO Certified Scan rate:330 Scan Per second Depth of Field:20-320mm De-coding capability: All ID Bar code Connectivity:-USB Warrenty:-1 year On-site. 	02 nos.	-do-
4.	Desktops/PCs	 Processor- Intel Corei3(3.00 4Hz) Operating Windows-7 Ram-4 GB H.DD- 500 GB Branded ISO certified. 	03 nos.	-do-

Terms and Condition Specific to the contract

- 1. The rate quoted should be inclusive of all taxes, VAT, CST (CST should not be quoted separately) packing, forwarding, transportation, unloading, other charges and delivery at the Offices as mentioned in the last column of the Annexure-1.
- 2. The supplier will be required to arrange for supply of the equipments as per parameter/specification.
- 3. The materials supplied should be pack in packing case to avoid loss or damages in transit. The tender will be fully responsible for delivery of the material in good condition to doorstep of the office.
- 4. If any time after acceptance of the tender the government shall for any reason whatsoever not require the whole or part of the supply to be carried out, the Director Postal Services, Agartala-799001 shall be entitled to give a notice at any time during the contract period, in writing to this effect to the supplier, who shall have no right to claim for any payment of compensation or otherwise, however, on account of any profit or advantage which he might have derived from the execution of the job if executed in full but which he did not derived in consequence of such fore closure.

ANNEXURE – II GENERAL TERMS AND CONDITIONS Subject:- Tender for supply of Desktops/PCs & Peripherals

1. Parties:

The parties to the contract are the contractor [the tenderer to whom the supply have been awarded] and the Government of India through the Department of Posts for and on behalf of the President of India.

2. Address:

For all purpose of the contract including arbitration there under , the address of the contractor mentioned in the tender shall be the final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Director Postal Services, Post Office Chowmuhani, Agartala. The contractor shall be solely responsible for the consequences of any omission or error to notify changes of address in the aforesaid manner.

3. Earnest Money:

3.1 Earnest Money for Rs. 10200.00 (Rupees : Ten thousand and Two hundred) only must be deposited by bidders in any Post office in India and Original receipt in form ACG-67 or UCR provided by Post Office in token of having received the amount should be submitted along with their tenders or have to submit copies of registration with NSIC/KVIC etc. for which Exemption of EMD is permitted.

3.1(a) Exemption of Earnest Money Deposit:

EMD(Earnest Money Deposit) are exempted to those who are registered with Central Purchase Organization. National Small Industries Corporation (NSIC) or concerned Ministry or Department.

- 3.2 No request for transfer of any previous deposit of earnest money or security deposit ort payment of any pending bill held by the Department in respect of any previous work will be entertained.
- 3.3 Tenderer shall not permitted to withdraw his offer or modify the terms and conditions thereof. 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.
- **3.4** The tenders without Earnest Money Deposit will be summarily rejected.
- 3.5 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.
- **3.6** EMD of the unsuccessful bidders will be returned within 30 days after the award of the contract. EMD will be refunded to successful bidder on receipt of Performance Security / Security Deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical bid along with the proof of Earnest Money Deposit (in form given in annexure – III) 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 cover 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.

5. 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 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 partner of the firm
- (c) Director or a principal officer duly authorized by the Board or 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 of 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 the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been confirmed on 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 bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the secretary, 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) The Tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING LIMITED TENDER. (This sub-clause will not be applicable in case where signing or a separate agreement is considered by the Department of Posts as necessary.)

5.(A) Terms and Conditions:

- (i) The tenderers should furnish a proof for having executed similar supply work for banks, Central Govt./Public sector undertaking etc.
- (ii) The firms participating in the tender should enclose copy of Sale Tax registration certificate/VAT registration certificate for the last year.

6. Technical Bid:

6.1 The Technical bid should be submitted in form given in annexure – III alongwith original receipt obtained for the deposit of Earnest Money Deposits in the UCR 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 – II.

7. Commercial Bid:

- 7.1 The commercial Bid should be submitted in form given in Annexure IV a separate sealed cover kept inside the main cover. The commercial Bids envelop should contain only rates and no other conditions clarifications or observation. The Commercial Bids of the tenderers short-listed after evaluation of technical bids only will be opened by Tender Evaluation Committee (TEC) and thereafter the commercial bid will be opened and evaluated by TEC
- 7.2 A consolidated price should be quoted including of all taxes & allied charges. The price quoted shall be firm and final.
- 7.3 At the time of payment of bills, the income Tax, if any shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. Validity of the bids:

The bids shall be valid for a period of 90 days from the date of opening of the tenders. This has to be so specified by the tenderer in commercial bid.

9. 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 tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification. On the date and time indicated in the 'Schedule of Tender' only Technical bids will be opened and read out in the presence of tenderers representative.

10. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure – III and than on the basis of commercial information furnished in form given in Annexure – IV. The commercial bid (Annexure-IV) of such firms found valid based on technical parameters (as per Annexure-III) will be opened. It must be kept in view that the no decision will be given by the tenderers Evaluation Committee or any inferences drawn during the meeting of this committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particulars tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Part-II of Annexure – II of this NIT.

11. Right of Acceptance:

- 11.1 The Department of Posts reserve all right to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reasons whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Department of Posts in this regard is final and binding.
- **11.2** Any failure on the part of the contractor to observe the prescribed procedure any attempt to canvass for the work will prejudice the contractor's question.

12. 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.

13. Time Schedule for completing of Work:

The work/supply must be completed within a period of **30(thirty)** days from the date of award of work.

14. Security Deposit.

- 14.1 The successful tender will have to deposit in cash in any Post Office as UCR equal to 5% of the value of the work towards security deposit within 7 days from the date of acceptance of the tender and produce the original UCR receipt to the Office of the Director Postal Services, Agartala. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- 14.2 The Security Deposit can be forfeited by order of the Department of Posts in the event of any breach or negligence or no-observation of the condition of contract or for unsatisfactory performance or for non-acceptance of the work 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, shill be retained until the final audit report on the account of firm's bill has been received and examined.
 - **14.3 Performance Security** will remain valid for a period of (60) sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.

15. 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 and by the time fixed by the Department of Posts;
- (a) It shall be lawful for the Department of Posts, in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observe that said conditions and in the later event to reject or remove as the case may require any work executed otherwise than in good and workman-like manner to the satisfaction of and by the time fixed by the Department of Posts and in both or either of the events aforesaid to make such arrangements as he may think fit for the reproduction of the work so removed or work in lieu of that so rejected or removed as aforesaid on account and at the risk of the contractor.
- (b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates Department of Posts may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the

- security deposit or may be demanded of him be paid within seven days to the credit or the Department of Posts.
- (c) In the event of discovery of any error or defect due to the fault or the contractor at any time after the delivery of goods ordered, the contractor shall be bound, if called upon to do so rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Department of Posts. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected the Department of Posts shall have the power to deduct from any payment due to the contractor such as he may deem expedient.
- (d) In the event of a work being wholly rejected. The Department of Posts pay at its discretion either
 - (i) Permit the contractor to re-do the same within such time as he may specify at contractor's own cost which shall include the costs of all sorts i.e. materials, labour overheads, transportation etc; or
 - (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the contractor in which case the amount of extra cost, if any shall be recovered from the contractor in the manner provided in sub-clause (b) of this clause.
- (e) The powers of the Department of Posts under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.
- (f) Since the work being awarded to the contractor is important nature the time schedule given in clause 13 must be adhered to failing which a penalty at the rate of 0.5% per day of the work value shall be imposed which be recovered in the manner stated in sub-clause (b) of his clause.

16. Natural Calamity, Strike etc.

In case of strike, combination of workman or natural calamity of any kind, fire accident or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or 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 removed and use of materials as may be necessary for timely completion of the work.

17. Insolvency etc.

In the event of the firm being adjusted insolvent or having a receiver appointment for it by a court ort 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 the firm failing to comply with any of the condition herein specified the Department of Posts shall have the power to terminate the contract without previous notice.

18. 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 reason therefore and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited.

Dated Signature of the Tenderor with seal

19. Subletting of Works:

The firm shall not assign or sublet the work or any part of it to any other person or a party without having first obtained permission in writing of the Director General, Department of Posts, which he will be a liberty to refuse if he thinks fit.

20. Right to Call upon Information Regarding status of Work:

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

21. Precautionary Measures:

- **21.1** While observing the economy in cost in his own interest the contractor must be careful that quality and cleanliness of the work in maintained as well as time schedule prescribed etc. should not be disturbed.
- **21.2** The contractor must take every care to see that the work or any portion of thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare items of work/copies should be retained/sold or otherwise made over by the contractor or any of his staff members to any person other than the person(s) authorized by the Department of Posts.

22. Sample:

The following should be kept in view while supplying samples of work done in the past or material proposed to be used have been sought for in Part-I of Annexure-II.

- **22.1** Sample of work done in the past, if any sought for should be equivalent to the quality mentioned in the specification provided in Part-I of Annexure II, in sufficient quantity required for test as asked for and submitted along with the Technical Bid only.
- **22.2** The tenderer should furnish a certificate on a separate paper certifying that the sample is in accordance with specifications given in the Part-I of Annexure II to the tender and he will be responsible for rejection/cancellation of contract if the sample is not found up to the mark or for civil/criminal proceeding if the material supplied is found substandard or not accordance with the sample furnished along with the tender as future date.
- **22.3** Sample should be supplied free of charge and no case they will be returned Tenderers without samples are liable to be cancelled.
- **22.4** The contractor must confirm that the stores/materials offered will confirm to the specification in all respects. The mere fact that the Competent Authority has approved the sample (just by seeing it in a non-expertise way) will in no9 way absolve.
- 22.5. Contractor from supplying stores/materials of the different specifications. Where the store/materials offered are not to the required specification the extent of deviation may be clearly indicated.
- **23.** The tender is not transferable. One tenderer shall submit only one tender.

24. Terms of Payment:

- **24.1** No payment shall be made in advance nor any lone from any bank or financial institution shall be recommended on the basis of the order of award of work.
- 24.2 The contractor shall submit the bill as each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- **24.3** All payment shall be made by Cheque only.
- 24.4 The Department of Posts shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in preceding para.

- 24.5 The term 'Payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security deposit governed by the separate clauses of the contract.
- **24.6** Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II

25. Arbitration:

If any differences arise 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 with in 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 arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary Department of Legal Affairs. 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 in capable to act or his 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 arbitration proceeding shall take place at Shillong N.E. shall be conducted in English. The provision of Arbitration and Conciliation Act.1996 and the rule framed there under and in force shall be applicable to such proceeding sole arbitrator. In case of such arbitrator refusing unwilling or becoming in capable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three person to be submitted by the claimant. The arbitration proceeding shall take place at Shillong (NE) and shall be conducted in English. The provisions of Arbitration and Conciliation Act. 1996 and the rule framed there under and in force shall be applicable to such proceeding.

Department of Posts:

Annexure - III

TENDER FORM – 1- Technical Information and Undertaking.

Subject: Tender for supply of Desktops/PCs & Peripherals

1	Name of the Tenderer/concern	1
2	Nature of the concern:	
	(i.e) Sole Proprietor or Partnership firm or a Company or a Government	
	Department or a Public Sector Organization) Enclose Registration Certificate of	
	the firm.	
3	ACG-67 or UCR receipt No dated name of the Post	1
	Office (to be enclosed) and amount of Earnest Money Deposit	
	(Rupees	
4	Whether each page of NIT and its ANNEXURE have been signed and stamped (1
	Yes/NO)	
5	Proposed date to start supply	
6	Time required for competing the work	
7	List of supply of Desktops/PCs & Peripherals items undertaken for last three	1
	years	
8	Whether valid Sale Tax registration /VAT registration certificate has been	1
	enclosed for last year	
9	List of Major Customers to whom similar supply made may be given on a	1
	separate sheet.	
10	ACG-67 or UCR receipt No dated name of the Post Office	
	(to be enclosed) and amount of Cost of Tender Form Rs	i
	(Rupees)	1

(Dated Signature of Tenderer with seal)

UNDERTAKING

- 1. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the 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" mentioned in Annexure II of the Tender No. BD/Upgradation of Parcel Centre-14-15 dated......and shall conduct the work strictly as per these "Parameters and Technical specification for conducting the work"
- 3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same
- 4. I/We also undertake that the sample being supplied with Technical Bid are in accordance with specification given in annexure-II to the NIT and I/We shall be responsible for rejection/cancellation of contract if the sample are not found up to the mark or for civil/criminal proceeding if the material supplied is found sub-standard or not accordance with the sample furnished along with the tender at a future date.

(Dated Signature of Tenderer with seal)

Tender No.: BD/Upgradation of Parcel Centre-14-15	Dated at Agartala the
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Department of Posts:

Annexure - IV

TENDER FORM – 2 COMMERCIAL INFORMATION

Subject: Tender for supply of Desktops/PCs & Peripherals

Price of each item listed under the head Parameters and Technical specification of the work under Part-I of annexure – I above for the total quantity shown against each item. The rate quoted should be inclusive of all taxes & charges.

SI No	Particulars of Items	Rate per unit (Rupees in figure and words)	Quantity	Total cost (Rupees in figure and words)
1	Wireless Barcode Scanner		03 nos.	
2	Dot matrix Printer		03 nos.	
3	Hand held Bracode Scanner		02 nos.	
4.	Desktop/PCs		03 nos.	
Grand	total=			