

F.No. D.21016/1/2010-Admn
Government of India
Ministry of Rural Development
Department of Land Resources
G-wing, NBO Building, Nirman Bhawan, New Delhi.

Dated the 28.06.2011

To

INVITON OF BID


Dear Sir,

Sealed tender under "SINGLE BID SYSTEM" is invited from authorized supplier at station for procurement of **Digital Audio Conference System having components of reputed brands (like TAIDAN, HCL, AKG, BEYER DYNAMICS, BOSCH, AHUJA)** with installation charges for the Department of Land Resources. Price format is enclosed. The details of the tender are given below:-

1.	Description of items	Digital Audio Conference System
2.	Closing date & time for submission of bids	26.07.2011 at 3.00 PM
3.	Date and time of opening of bids	26.07.2011 at 4.00 PM
4.	Venue for opening of Bids validity upto	Room No. 3, Department of Land Resources NBO Building, 'G' Wing, Nirman Bhawan, New Delhi-110011.
5.	Bids validity up to	30 days from the date of opening of bid
5.	Correspondence address	Under Secretary (Admn) Department of Land Resources NBO Building, 'G' Wing, Nirman Bhawan, New Delhi-110011.

The Tender will be governed by general conditions at Annexure-I

Yours faithfully,



(Anoop Kumar)
Under Secretary (Admn)
Tele 2306 2722

PRICE FORMAT

Sl. No.	Description	Qty	Unit rate inclusive of Taxes
1.	Central Control Unit	One	
2.	Digital Flush Mounted Chairman Unit	One	
3.	Digital Flush Mounted Delegate unit	Ten	
4.	Wireless handheld microphones	One	
5.	Wireless collar microphones	One	
6.	Audi Mixer	One	
7.	19" Wired Rack (9U)	One	
8.	Cables & connectors	One	
9.	Programming of Basic Software	One	
10.	Installation an Commissioning of the system	One	



Annexure-1

1. Your quotation alongwith 50,000/- EMD payable in favour of Pay & Accounts Officer, Department of Land Resource, Ministry of Rural Development should be enclosed in the envelope. Quotation envelop must display clearly reference number, subjects opening & closing date.
2. Your rate should clearly specify whether Sales Tax & Central Sales Tax duties and levies are applicable and if so, at what rates. If this information is not given, your rates will be taken as inclusive of all taxes. Amounts of forwarding charges, if any should be specified.
3. Rates should be given according to one unit. No other alternative Unit will be considered.
4. Quotation will be opened on 26.07.2011 at 16.00 hrs. You must send your authorized representative along with authority letter to be present at the time of opening the quotation , if desired.
5. Offer or modification of offer after the opening date will not be considered and no price negotiations will be held with tenderes.
6. No advance payment will be made. Payment will be released only after supply of complete materials fittings and installation.
7. Price quoted should be discounted prices. No spate discount will be considered for the purpose of evaluation.
8. State your PAN/ST/CST/VAT registration No. and Date in your quotation.
9. Supplier shall fully warrant that the stores, Equipment, and component supplied under the order shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault deficiency in design, Material and Workmanship)
10. Should any defects be noticed in design, material and for workmanship within 12 months after the good or any portion thereof as the case may be have been delivered (and commissioned) to the final destination indicated in the contract or the 18 months after the date of dispatch whichever period concludes earlier unless specified otherwise in the condition of contract. Department shall inform supplier and supplier shall immediately on receipt of such intimation depute their personnel within 10 days to investigate the causes of defect and arrange rectification/replacement/modification of the defective equipment of site, without any cost within a reasonable period. If the supplier fails to take proper corrective action to re pair/replace defects satisfactorily within a reasonable period, Department shall be free to take such corrective active action as may be deemed necessary at supplier's risk and cost after giving notice to the supplier.
11. Damage to the machinery and/ or replacement due to incomplete and erroneous instructions issued by supplier will be the responsibility of the supplier and will be treated according to the provision of warranty clause. Normal wear and tear shall not come under preview of this clause.
12. In case defects are of such nature that equipment shall have to be taken to supplier's work for security as may be required by the Department shall if so required by the supplier, dispatch the equipment by quickest mode on freight to pay basis to the supplier's work. After supplier shall deliver equipment at site on freight pre paid basis. All risks in transit to and fro shall be borne by the supplier.
13. Equipment or separate parts thereof replaced shall have further warranty.



14. If the repairs, replacement or modifications referred are of such nature as may affect the efficiency of the equipment, Department shall have the right to give to the supplier within one month of such replacement/renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

15. REJECTION

IF Department finds that the goods supplied are not in accordance with the specifications and other conditions stated in the order or are received in damaged conditions, Department shall be entitled to reject the whole of the goods or the part as the case may be and intimate the supplier the rejection.

16. **BID Security deposit (EMD)**

- (i) Each quotation must be accompanied by Bid Security Deposit of Rs. 50,000/- which shall be in the form of Demand Draft / Banker's Cheque in favour of Pay and Account Office, Department of Land Resources, New Delhi and payable at New Delhi valid for a period of six months. Quotations received without Bid Security Deposit are liable to be rejected.
- (ii) Bid Security Deposit is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- (iii) If the successful bidder(s) fails to furnish the performance security within 7 days of the Acceptance of his /their Bid, the Bid Security Deposit shall liable to be forfeited by the purchaser.
- (iv) The Bid Security Deposit of all the unsuccessful tenderers will be refunded as early as possible after the expiry of the period of the bid validity and after issue of the purchase order. No interest shall be payable by the Department on the Bid Security Deposit.
- (v) Bid Security Deposit of successful bidder (s) shall be refunded after furnishing of Performance Security.
- (vi) Failure of successful bidder to comply with the requirement as above shall constitute sufficient grounds for the annulment of the supply order and forfeiture of the bid security.

17. The successful bidder will be required to submit Performance Security 10% of purchase value in the form of Fixed Deposit Receipt/ Banker's Cheque and hypothecated in favour of PAO, Department of Land Resources within 7 days of the supply order failing which supply order will be cancelled and EMD shall be forfeited without prejudice to other remedies. Performance Security shall be released immediately after the expiry of guarantee /warranty period. No interest will be payable by the purchaser on the performance security. Performance Security should be valid for guarantee/warranty period or 12 months from the date of acceptance, whichever is ~~later~~. *later*.

18. The bidder must be in a position to supply & install the ordered item within 15 days. In case the supplier fails to supply and install the item within stipulated delivery period, the Department may recover Liquidated Damage, cancel the purchase order, and forfeit the bid security (EMD).



19. If the supplier fails to deliver any or all of the goods within the period specified in the purchase order, the purchaser shall without prejudice to its other remedies, deduct as liquidated damage @ 1.5.% of the price of the delayed goods for each and every week (part of the week shall be considered as full week) subject to maximum of 7.5% of the delayed supply value and the same shall be deducted from the bill(s) or any other payment due to the party. Department shall be at liberty to cancel the purchase order and may also forfeit the Performance Security in case, supplier fails to deliver the items within stipulated delivery period.
20. In the event of any dispute or disagreement under or in relation to the Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be appointed by Secretary of Department of Land Resources. The provisions of Arbitration and Conciliation Act, 1996 will apply. The Arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.
21. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.



(Anoop Kumar)

Under Secretary to the Govt. of India