

OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION OF DAMAN & DIU AND DADRA and NAGAR HAVELI LTD. (A Govt. Undertaking)

Corporate Office : Plot No.35, Somnath, Nani Daman - 396 210. Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108.

Tender Notice No.: OIDC/07/DMN/IMFL/BC/2014-2015/253 Dt. 31.07.2014.

LIMITED TENDER NOTICE

OIDC invites sealed tender from the interested parties for "**Supply of Vertical Bottle Cooler**" specified below:

Sr. No.	Items	EMD	Tender Fees	Estimated Cost
1.	"Supply of Vertical Bottle Cooler" – 05 nos."	Rs.6,000/-	Rs. 500/- (Non refundable)	Rs. 2,30,000.00

The eligible tenderer should submit the offer to the Joint Managing Director, OIDC, Daman by subscribing "**SUPPLY OF VERTICAL BOTTLE COOLER**" on the envelope enclosing his/her rate and also enclosing EMD of Rs. 6,000.00.

Date & time of issue of tender form	07/08/2014 up to 16:00 hrs.		
Submission of dully filled Tender form	11/08/2014 up to 15:00 hrs		
Opening of Price Bid	11/08/2014 up to 16:00 hrs. (if possible)		

Submission of tender fees in form DD/Cheque/Cash and EMD in form of FDR/DD, valid copy of Sale Tax registration number with certificate, PAN number etc: These are the mandatory documents required to be submitted to the tender inviting authority by RPAD/Speed post/Courier/by hand however, tender inviting authority shall not be responsible for any postal delay.

The tender inviting authority reserves the right to accept/reject any or all tenders without assigning any reasons thereof.

The tender form alongwith all details including schedule and terms & conditions can be downloaded from the website <u>www.oidc.nic.in</u> & <u>www.daman.nic.in</u>. The price bid shall be opened to those firms/agencies/contractor who qualify in technical bid.



OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION OF DAMAN & DIU AND DADRA and NAGAR HAVELI LTD. (A Govt. Undertaking) Corporate Office : Plot No.35, Somnath, Nani Daman - 396 210. Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108.

Terms and Conditions for "Supply of Vertical Bottle Cooler".

Tender Notice No.: OIDC/07/DMN/IMFL/BC/2014-2015/253 Dt. 31.07.2014.

Sealed tenders are invited from manufacturers or their authorized agents for supply and installation of "**Supply of Vertical Bottle Cooler**" with following terms and conditions:

- 1. The tender should be in a sealed envelope subscribed as "SUPPLY OF VERTICAL BOTTLE COOLER".
- 2. The tender form along with terms and conditions can be obtained from the Office of the Joint Managing Director, OIDC Corporate Office, Plot No. 35, Opp. Daman Fire Station, Somnath, Daman. The tender form along with terms and conditions can be downloaded from website <u>www.oidc.nic.in</u> & <u>www.daman.nic.in</u>. on payment of Rs. 500/- Cash/Cheque/DD of (non-refundable) along with technical bid.
- **3.** Completed tender form should contain the following documents/certificates.
 - (1) Income Tax Clearance Certificate along with copies of returns of last three years.
 - (2) Sales Tax / VAT Registration Certificate.
 - (3) Proof of manufacturing/dealership/supplier of the items tendered for.
 - (4) In case, there is a small scale Industry, there should be a proof of registration.
- 4. The Earnest Money Deposit (EMD) of Rs. 6,000.00 is payable in form of Demand Draft issued by Scheduled Bank in favour of OIDC Ltd.,

payable at Daman. Tender received without Earnest Money Deposit will be treated as invalid.

- 5. The Tender will be received upto 3.00 p.m. on _11.08.2014 in the office of the Joint Managing Director, OIDC Corporate Office, Plot No. 35, Opp. Daman Fire Station, Somnath, Nani Daman. The tender will be opened at 05.00 p.m on the same day if possible.
- 6. Tenderer should also furnish the details of nature of constitution of their firm / names and addresses of the proprietor / partners / directors and also the details of sister concerns if any.
- **7.** Only Sales Tax / VAT will be paid on the items on which it is chargeable under the Central Sales Tax Act / VAT Act or the Rules made thereunder.
- 8. The rate(s) quoted should be strictly for free delivery at F. O. R. at the specified destination of Daman, Diu and Silvassa separate and will be valid and operative as per supply order.
- The bidder should quote rate of all items with standard brand inclusive of all taxes, installation and commissioning charges etc. The bidder should supply Vertical Bottle Cooler as per specification given in Annexure - I.
- 10. The bidder should ensure that they must submit hard copy of tender documents sealed and submit in the office of the Joint Managing Director, OIDC, Corporate Office, Plot No. 35, Opp. Daman Fire Station, Somnath, Nani Daman

11. Documents to be submitted alongwith technical bid:

- i. Tender fee of requisite amount in favour of OIDC payable at Daman.
- ii. Vetted/Self certified Performance Reports.
- iii. All documents mentioned in para 3,4 & 5 above.
- iv. Compliance to technical specifications :-

The Compliance statement should be submitted in the following formats:

Para No.	Specifications as per Tender Documents	Specifications offered	Compli ance (Yes/N o)	In case of non- compliance, deviation from T. E. Specification in unambiguous terms
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- **12.**Except C.S.T., all other Taxes/Duties/Royalties Charges payable on the sales/Transport etc. within and/or outside the state shall be payable by the supplier.
- **13.**No extra charges for packing, forwarding and insurance etc. will be paid in addition to the rates quoted.
- 14. Warranty shall be of three year (03) comprehensive (Including parts).
- 15. The rates should be quoted only for the items specified in the list of requirement and should be for the items of given special make / manufacture.
- 16. Rates quoted for items other than the required specification/make/manufacture may not be considered. However, indigenous manufactures may quote their own makes provided the specifications confirm to the standard(s)/requirements of the given specifications/ make/manufacturer.
- **17.**Where specifications/make/manufacture are not specified by this office, the rates should be quoted only for the standard quality.
- **18.**The tenderer should specify the name of the manufacturer for the items quoted by him along with catalogue of the items.
- 19. The tender should be neatly typed only on letterhead carry the name of supplier and the signature of the tenderer. No overwriting, correction or erasing will be considered.

- 20. The Managing Director, OIDC reserves the rights to accept/reject any articles supplied including the decision for equivalent specifications, standard and quality etc. of articles shall be final.
- **21.** The Tender Committee will open the Tenders in presence of tenderers or their representatives, if any present in the Office of the OIDC.
- **22.** The Managing Director, OIDC, Daman will be at liberty to accept the tender for the entire quantity or the part thereof at the rates submitted by the Bidder or at reduced rate during the negotiations if any.
- 23. Rates tendered/offered in response to the concerned Tender Notice by the successful bidder shall be considered as acceptance of all above terms and conditions for supply for all legal purpose.
- 24. (a) The successful Tenderer will have to pay an amount equal to 10% of the total value of articles mentioned in the supply order within 10 days from the date of the order as security deposit in form of Demand Draft in favour of OIDC, payable at Daman. Non-receipt of Security Deposit within stipulated time limit will result in automatic cancellation of the order for supply without any intimation.
- **25.**The successful bidder will be given supply order by the department for supply of specified items within 07 days of receipt of the supply order.
- 26. In case, the supplier does not execute the supply order placed with him, the Security Deposit of the supplier will be forfeited to the OIDC and the contract for the supply shall be terminated with no further liabilities on either party to the contract. EMD will be forfeited in case successful bidder fails to sign agreement as mentioned above.
- 27. The amount of Earnest Money Deposit paid by the Tenderer(s) whose tenders are not accepted will be refunded to them.
- 28. For specified items, the amount of Security Deposit will be refunded after expiry of guarantee/Warranty period. For other items, security deposit will be released only on satisfactory completion of the supplies, or any such date/period as may be mutually agreed upon.

- **29.** The Joint Managing Director may consider extension of time for remitting the Security Deposit if demanded. However, in case of denial to consider such extension, the supplier is bound to abide by the limit given and liable to make good any loss to the OIDC on account of his failure to abide by the time limit.
- **30.** Extensions of time limit for supplies shall be considered by the Joint Managing Director, Daman maximum up to 15 days of issue of supply order. The extension so granted may be with levy of compensation for delay in execution of supply order up to 5% of the cost of supplies ordered for at the discretion of the authority competent to grant extension of time limit provided such request is made well in time, depending upon the circumstances and such decision in the matter will be final.
- 31. Demurrage charges paid by the Joint Managing Director on account of late receipt of dispatch documents intimation will be recovered from the bills payable to the supplier.
- **32.** The supplies of **Vertical Bottle Cooler** of inferior sub-standard quality/Measure or of different specifications, brand, manufacturer etc. other than that ordered / specified and/or incomplete or broken articles will not be accepted. The supplier will have to replace the same at his own cost and risk within 3 days. Intimation of non-acceptance of any stores Items and equipment etc. will be sent to the supplier within 03 days from the date of receipt of the stores and the same will be returned to the supplier at his own cost and risk within 05 days from the date of dispatch of intimation of the non-acceptance. However, if the replaced supplies are not received within 05 days from the date of communication the Joint Managing Director will not be responsible for any damage, loss etc. of such rejected articles.
- **33.** If at any time after the order for supply of materials, the Joint Managing Director shall for any reason whatsoever not require the whole or part of the quantity thereof as specified in the order the Joint Managing Director shall give notice in writing of the fact to the supplier(s) who shall have no

claim to any payment of compensation what so ever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation due to any alterations having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.

- 34. Termination of agreement
 - (a) In case of failure to replace the accepted and rejected articles from supplies made, as mentioned in the conditions, the loss suffered by the Government will be recovered from the supplier's Security Deposit or payment of any bill(s) to the extent required.
 - (b) In case of failure to supply the store, items and equipment etc. ordered for, as per conditions and within the stipulated time, the same articles will be obtained from the other Tenderer who offered next higher rates or from any other sources, as may be decided by the Joint Managing Director, Daman and the loss to the Government on account of such purchases(s) shall be recovered from the former supplier's Security Deposit/Earnest Money or amount of bill payable. The supplier shall have no right to dispute with this procedure.
- **35.**The Earnest Money(s)/Security Deposit(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is/are not adjustable with Earnest Money or Security Deposit required as per conditions of this tender.
- **36.**All bills should be in DUPLICATE and should invariable mention the number and date of supply order.
- 37.All bills for amount above Rs.5000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding Rs.5000/- not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.
- **38.**Each bill in which Value Aided Tax is charged must contain the following certificate on the body of the bill.

<u>"CERTIFIED that the goods on which Value Aided Tax has been</u> <u>charged have not been exempted under the Central Sale Tax Act or</u> <u>the Rules made there under and the amount charged on account of</u> <u>Value Aided Tax on these goods is not more than what is payable</u> <u>under the provisions of relevant Act or Rules made there under</u>"</u>

- **39.** In respect of any dispute being rise to the legal proceedings between the parties, the courts at Daman shall alone have the jurisdiction
- **40.** The Hard copy of tender documents must be sealed & submitted in the Office of the Joint Managing Director, Daman within the prescribed time limit.

Sd/-Joint Managing Director OIDC, Daman

THE ABOVE CONDITIONS ARE ACCEPTED AND ARE BINDING TO ME/US.

(Signature of Supplier/Tenderer) Date & Rubber Stamp.

NOTE:- Please return one copy of these conditions duly signed along with your tender/Quotations.

<u> Annexure – I</u>

Technical Specification of Vertical Bottle Cooler:

Sr. No.		Rate Per Unit (Rs.)	Qty.	Total Amount Rs.
01	Specifications: Supply of vertical Bottle Cooler with the capacity 600 Ltrs. Outside S. S. Body, Inbuilt refrigeration system, Three Compartments, Automatic Temp Control, Inside G.I. Body, Compressor – Crompton Greaves Fan blade – Aluminum Size : Height – 63" Depth - 27" Width - 42" Warranty : Three Years		05 units in all (Five units).	