

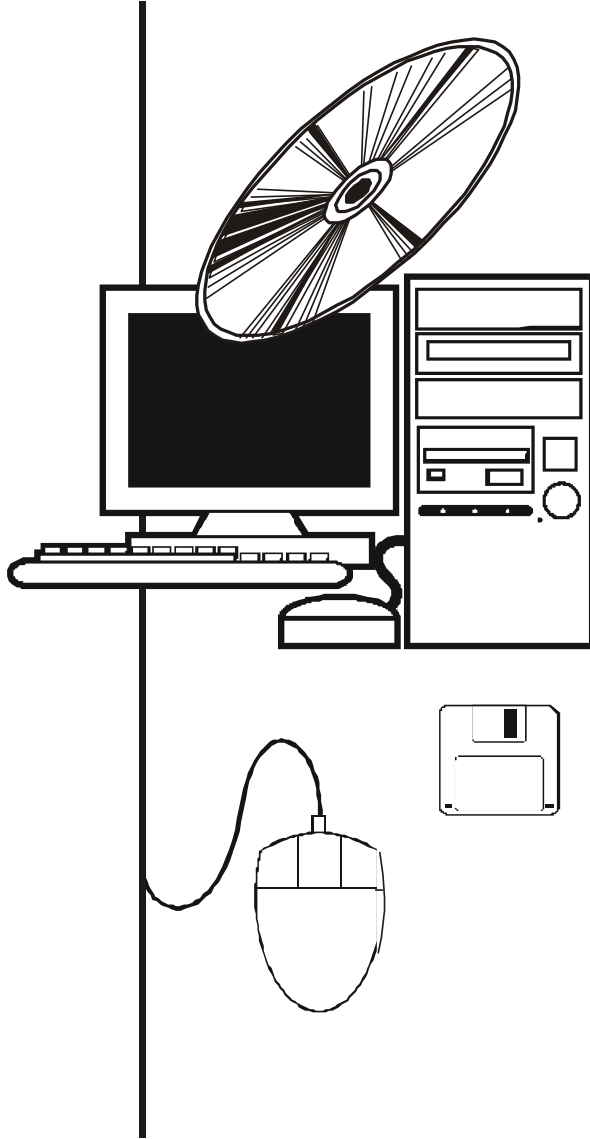
Advt. No :-HARTRON/MSG/2011-12/02

Sr.No:

Date:

DATE OF CLOSING: 21.07.2011 up to 2.30 P.M.

TIME OF OPENING: 21.07.2011at 3.30 p.m.



Tender Document

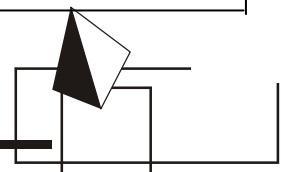
CATEGORY: Purchase of 14600 nos. 12V/100AH SMF batteries under buy back option of old SMF batteries and Rate Contract thereof for a period of 3 months.

हरियाणा राज्य इलेक्ट्रॉनिक्स विकास निगम लिमिटेड

,स. सी. ओ. १११ - ११३, सेक्टर १७ बी, चण्डीगढ़ - १६००१७ (भारत)

haryana state electronics development corporation limited
(a state government undertaking)

Regd. Office : S.C.O. 111-113, Sector 17-B,
Chandigarh - 160 017 (India)



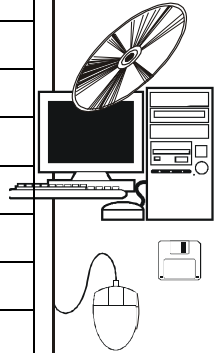


Advt.No. -HARTRON/MSG/2011-12/02

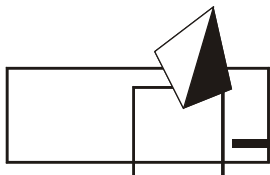
S.no.____ Date_____

To

LAST DATE & TIME OF SALE OF TENDER DOCUMENT	:	20.07.2011
TIME	:	5.00 PM
LAST DATE OF SUBMISSION OF TENDER DOCUMENT	:	21.07.2011 UPTO 2.30 PM
OPENING TIME (TECHNICAL BID)	:	21.07.2011 AT 3.30 PM
COST OF TENDER DOCUMENT	:	₹2500/- by cash or enclose DD of ₹2500/- with tender document if downloaded from Website
EARNEST MONEY IN THE FORM OF BANK DRAFT ONLY	:	₹2,00,000/-
INSTRUCTIONS FOR BIDDERS	:	ANNEXURE-I
CONDITION FOR CONTRACT	:	ANNEXURE-II
CERTIFICATION OF ACCEPTANCE	:	ANNEXURE-III
PRE-QUALIFICATION CRITERIA	:	ANNEXURE-IV
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SPECIFICATIONS	:	ANNEXURE-X
SCHEDULE 'A' OF RATES	:	ANNEXURE-XI



(Roshan Lal)
Asstt. General Manager (MSG)

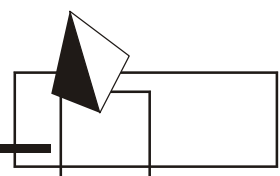


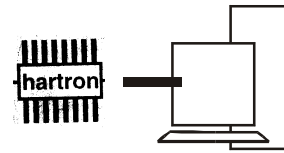


HARYANA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

INSTRUCTIONS FOR BIDDERS

1. Documents must be enclosed in a properly sealed envelope addressed to the **Managing Director, HARTRON** with kind attention to **Asstt. General Manager (MSG), HARTRON** by designation and not by name. The offer must be superscribed "Documents for purchase of SMF Batteries as called for in vide advertisement no.HARTRON/MSG/2011-12/02" The documents must be put in the tender box in the Marketing Division, 2nd Floor, HARTRON or reach the Asstt. General Manager (MSG.), HARTRON on or before the date and time mentioned in the Tender document.
2. In the event of documents being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a Company, the documents should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the documents shall be deemed to be authorized signatures.
3. All the columns of the documents form shall be duly, properly and exhaustively filled in.
4. All corrections must be signed by the tenderers.
5. **EMD:**
 - i) EMD ₹2.00 lacs in the form of Demand Draft payable to HARTRON, Chandigarh. However, the suppliers who are on the panel of HARTRON and has deposited Earnest Money with HARTRON are requested to deposit the difference so that total EMD not less than ₹2, 00, 000/-. The tenderer will undertake that the deposited EMD with HARTRON are free and may be treated as EMD for this bid (details to be provided). Pending payment with HARTRON will not be treated as EMD.
6. The supplier who will not be qualified for CONTRACT, the EMD will be refunded.
7. **The Managing Director, HARTRON does not bind himself to accept the offer and reserve to himself the right to reject any or all offers without assigning any reasons.**
8. No document will be considered unless and until all the documents are properly stamped and signed.





Annexure-II

Conditions for contract

1. This contract shall be valid for a period of 3 months but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Managing Director, HARTRON without compensation to the contractor.

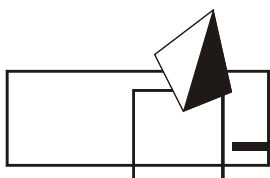
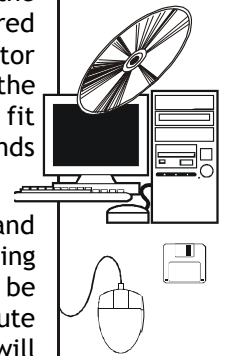
Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the empanelment contract.

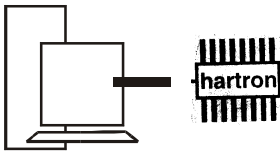
No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

The contractor will supply nothing but genuine articles as described in Notice Inviting Tender from time to time in such quantities as may be entered in the indents. No guarantee can be given as to the quantity, which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government, the contractor binds himself not to revoke this contract during the said period.

The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the Notice Inviting Tender approved by the Managing Director, HARTRON. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of Managing Director, HARTRON will be final and binding on the contractor. It will be open to the Managing Director, HARTRON to send samples submitted by the tenderer/contractor to any laboratory/committee of technical expert for tests and the cost thereof will be borne by the tenderer/contractor.

2. The Managing Director, HARTRON may by notice in writing call upon the contractor to supply additional articles to serve as sample and upon such notice in writing, contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respect of the same quality as the sample first supplied.
3. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof. Unless otherwise specified all goods must be delivered at destination within 2 weeks from the date of placement of order.
4. Condition as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.
5. a) The Managing Director, HARTRON can authorize any of the experts or the Indenting Officers or any other officer or person shall have the power to inspect the stores at manufacturer premises/distributors premises or at consignee site and to reject the same or any part or portion after the written approval of the Managing Director, Hartron, if he or they be not satisfied that the same is equal or according to the specifications submitted by the contractor. The contractor shall not be paid for supplies rejected as above and such supplies shall be removed





by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. HARTRON shall be under no liability whatsoever for rejected and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at contractor's risk and Hartron may charge rent from the contractor for the space occupied by such rejected goods.

b) Super inspection of stores, already inspected may be carried out at the discretion of Managing Director, HARTRON, by such officer as may be authorized by him. The provisions of conditions (6a) will apply to the Super Inspection also.

6. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendants thereon. In the case of stores inspected at maker's premises, the maker shall provide all facilities including testing appliances for making necessary tests other than special tests, or in dependent tests. Failing these facilities at the own premises for making the tests the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests. If for the purpose of determining the quality of stores the aforesaid Officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Managing Director, HARTRON shall have the right to deduct the amount from the security deposited by the contractor, and if the amount so deducted is not deposited within 10 days, the Managing Director, HARTRON may treat the default as a breach of agreement and proceed as per agreement without further notice. Further the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off and/or destroy a portion not exceeding 2 per cent from each delivery for such purpose and the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by contractor free of charge.

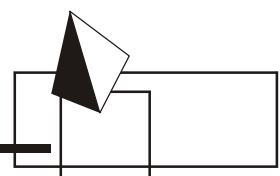
7. Packing cases, containers, gunny packages etc. which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specifically stipulated, and that to contractor's expense.

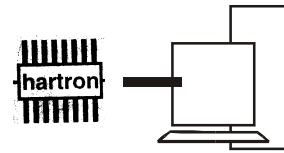
8. Unless otherwise specified in a requisition, bills for the whole goods referred to in each indent, in triplicate, will be prepared and submitted by contractor to the Managing Director, HARTRON. The full amount will be paid on receipt of Stores in good condition after their verification as regards specifications, etc.

9. **IN CASE OF DIRECT PAYMENT TO CONTRACTOR**

If the payment of any bill be not made within three months from the date of its submission, the indenter to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the MD, HARTRON. All such complaints should be with following details: -

- i) The number and date of the supply order,
- ii) The date of Inspection along with photocopy of Inspection note,
- iii) The date of Delivery,





iv) The date of Installation,

10. With every dispatch of goods or materials under the contract, invoices in triplicate will be prepared by the contractor. Invoices in triplicate are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to Managing Director, HARTRON for record in his office.

The contractor shall dispatch the material freight paid and duly insured at destination.

This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers.

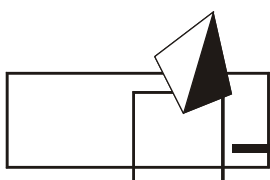
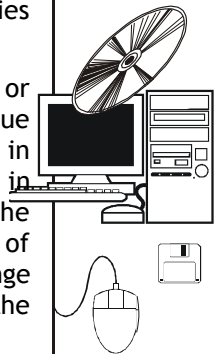
Subject to these conditions, the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Managing Director, HARTRON will be the authority to determine whether or not the breakage, loss or damage was caused through the contractor's negligence and the decision of the Managing Director, HARTRON or some other officer action on his behalf shall be final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expense.

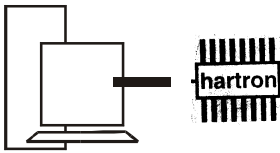
If during the currency of the contract, the specifications of any article or articles to be supplied there under be changed, the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at rate to be mutually agreed to in writing at the time of such change, and in default of such agreement the contractor in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

11. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

12. The date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver any consignment within the period prescribed for such delivery stipulated in the supply order, HARTRON may cancel the supply order & penal action such as debarment, forfeiture of earnest money, security & pending payments, may be taken against the firm. HARTRON may accept the delayed consignment subject to 2% penalty per consignment per week recoverable on the value of the stores supplied. In case of non-payment by the contractor, recovery will be made from his bills or amount of Earnest Money deposited with HARTRON. However, if the firm request for extension of delivery period, the reasons for delay will be examined by HARTRON & if the reasons for delay are found justified. MD, HARTRON may extend the delivery period. In case, the delivery period is extended no penalty for supplies made during the extended period be recovered from the supplier.

- a) On the failure of the supplier to make supply within the extended period, HARTRON shall immediately issue notice to the supplier for non-delivery of the goods. If the delay increases to twice of the delivery period of the original schedule, a risk purchase at the cost of suppliers, notice will be given by the HARTRON for a period equal to

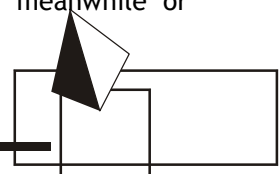


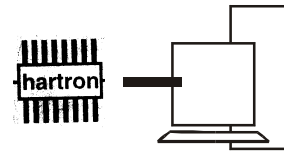


the delivery schedule. Again, if the supplier does not supply the material after risk purchase notice, then risk purchase will be affected by the Corporation by inviting short term quotations from the registered and other known suppliers. The excess cost thus incurred will be recovered from the suppliers from his pending bills/ Earnest Money or through court of law. This procedure will be adopted after serving registered notice to supply stores within 15 days.

13. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the contract or to evading any of his obligations under the contract.
14. No payment will be made in advance for any Supplies under this Contract.
15.
 - i) The contractor shall not:
 - a) Assign or sublet contract without written approval of the officer sanctioning the contract.
 - a) Disposal details of the conditions governing this contract to unauthorised persons (intending against this contract is permissible only for the bonafide use of Government Departments and Quasi Public and not for private parties or for the private use of the Government Officers).
 - ii) In the event of the contractor failing duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the terms of this contract or if the contractor or his agent or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to Government's rights and remedies otherwise, Government shall be entitled to terminate this contract forth with and to blacklist the contractor and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Managing Director, HARTRON as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under this arrangement or are required subsequently by Government there under and in cases where issues in replacement are made from Governments stock or supplies, the cost or value or such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

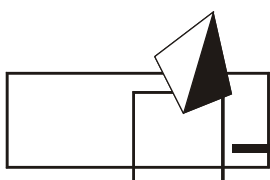
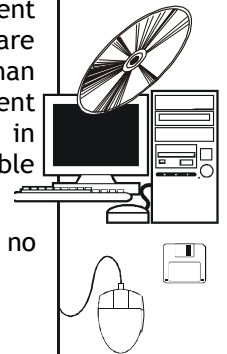
The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or

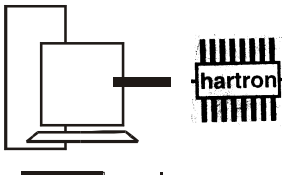




subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

16. If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities or either party than save in so far as the decision of any such matter is here in before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to any Officer appointed by Commissioner & Secretary Information Technologies, Haryana and his decision shall be final and binding and where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred.
17. (a) The Arbitrator and his subordinate staff shall be paid a fee of Rs.100/- per hearing subject to a maximum of Rs.500/- in each case provided that out of this amount 20% will be payable to his staff. The arbitration fee will be borne equally by the Govt. and by the party concerned. The parties, other than the Govt. shall deposit their share in shape of Demand Draft in favour of HARTRON, Chandigarh before announcement of award by the Arbitrator. In case the arbitration proceedings are conducted exparte and the award is announced against the Govt. than entire amount shall be payable by HARTRON or concerned Department as the case may be but where the exparte award is announced in favour of the Govt. the share of the opposite party shall be recoverable from the said party.
18. Deviation, if any may please be mentioned separately. If there is no deviation than it should be mentioned as "No Deviation".





ANNEXURE -III

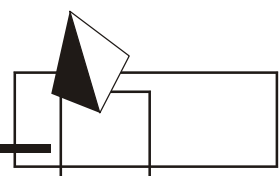
Certificate of Acceptance

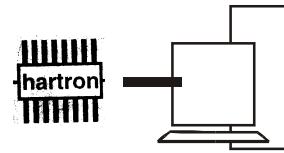
I/We hereby offer to supply of SMF Batteries item in the manner in which and within the time specified as set forth in the Notice Inviting Tender during the contract period.

I/We herewith enclose deposit receipt for sum of ₹.....as Earnest money and should I/We fail to execute an agreement embodying the said conditions. I/We hereby agree that the above sum of Earnest money shall be forfeited by Managing Director, HARTRON.

Read and accepted.

Signature of the Tenderer





ANNEXURE-IV

Pre-qualification criteria of vendors for supply of SMF batteries.

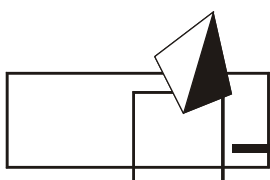
The vendor should fulfill the following pre-qualification criteria:-

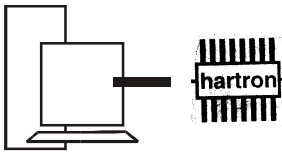
A. Vendor Qualification Criteria:

1. The offered brand should be available in Indian market from minimum last three years through the Principal Company's presence in India. However, in case Principal Company's presence is not in India from the last three years and the quoted SMF batteries are being imported, in such case there should be clear technical/financial collaboration between the OEM and the bidders from last 3 years of the publication of this tender and agreement should also be valid for next 3 years. In case bidder is Authorized Sole Distributor/Dealer should be in supplying business of offered SMF batteries for at least 3 years. However, In case bidder is distributor/ dealer, both the clause will be applicable.
2. The bidder, if he is manufacturer, should have turnover of ₹30.00 Crore in India during last financial year. If bidder is an authorized distributor/dealer, then bidder must have turnover of ₹10.00 Crore in India during last financial year. However, In case bidder is distributor/dealer, both the turn over clause will be applicable. Even in the case of importer, the turnover should also be ₹30.00 Crore in the last financial year in India.
3. The manufacturer directly or through any distributor/dealer should have supplied offered make & series at least 100 nos. of 100 AH SMF batteries to Govt. Department/PSU/ Organizations during last year in India.
4. Bidder/Manufacturer/Importer should have after sales service facility at least at three different places in Haryana along with Chandigarh and Delhi and should be in the position to provide satisfactory after sales service support during warranty period.

NOTE:

- Documents are not transferable.
- The vendors who will not qualify for the conditions of pre-qualification shall not be considered for contract.
- The document should be accompanied with the documentary details (wherever applicable) as per above-mentioned points. Otherwise the Bidder will be considered disqualified in the pre-qualification criteria
- The qualified bidders will be empanelled for one year as per terms and conditions of HARTRON.
- Deviations, if any terms & conditions should be indicated separately.





Annexure-V

IN WITNESS THEREOF the parties have here up to set their hands on the cases indicated below:

1. (In the case of a Firm)

Sign. by the above-named firm of _____ through _____ partner of the firm.

Date _____

Signature

2. (In the case of a Company)

The seal of the _____ Company Limited, was affixed by virtue of the resolution of the Board No. _____ dated _____ the _____ day of _____ 2011 _____

Seal

Dated

Director's
Signature

(In either case)

Secretary's.
Signature

In the presence of (i)

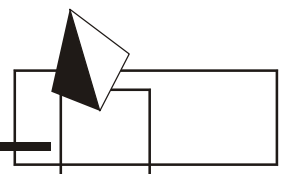
(i) Signature
Address
Description

(ii) Signature
Address
Description

Signed by _____

Dated _____

Signature of _____
on behalf of the Managing Director
of HARTRON





ANNEXURE-VI

From

To

Managing Director,
HARTRON, SCO-111-113,
Sector 17-B, Chandigarh

AFFIDAVIT

(MANUFACTURER'S AUTHORISATION CERTIFICATE)

I, _____ son of Sh.
_____ resident of _____
_____ do hereby solemnly affirm and declare as under:-

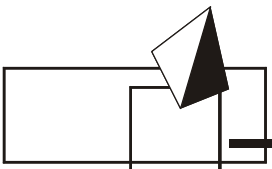
- (i) That this is to certify that M/s _____ is our authorized dealer/distributor/agent and he is authorized to submit tender/quote the rates in the State of Haryana, against empanelment enquiry No. _____ due on _____ and to supply the material in original manufactured by us during the empanelled period.
- (ii) That we shall have full responsibility of satisfactory supplies against the supply order/rate contract if dealer/distributor/agent against the above mentioned tender inquiry.
- (iii) That I am fully authorized to give this affidavit on behalf of (name of firm) and the power of attorney has been executed in my favour (Attested copy enclosed).
- (iv) That if at any stage a dispute arises between dealer/distributor/agent and our manufacturing firm, we will be responsible to arrange supply on the terms and conditions of supply order/rate contract.
- (v) That in case the dealer/distributor/agent fails to supply the goods as per supply order of the contract we, the manufacturer takes the responsibility of the supply and will abide by the terms and conditions of contract, signed by the dealer/distributor/agent.

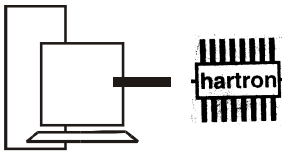
DEPONENT

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and nothing has been concealed therein.

DEPONENT





UNDERTAKING OF RATES

From

To

Managing Director,
HARTRON, SCO-111-113,
Sector 17-B,
Chandigarh

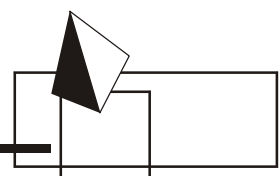
We do hereby confirm that:

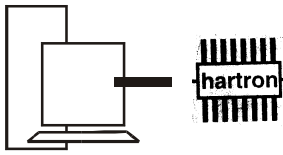
1. The rates quoted during the contract period will be lowest possible against the NIT floated, and we shall not quote lesser rates to any other customer than the rates quoted to HARTRON. In case, we quote lesser rates than HARTRON to any other customer within 1 month of the NIT, then double of the difference in amount will be refunded to HARTRON. We also confirm that in case our Company/principal officially reduce the price before the delivery or within 15 days from the date of delivery, then the benefit for the same will be passed to HARTRON.

For submission of bid, negotiations and for contract we authorize Mr. (Name & Designation of the representative) of our firm.

(Signature)

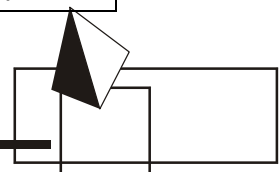
Name :
Designation :
(Head or Senior
Executive of Firm)
Address :
Phone No :
Fax No :
Pager No :
Mobile No :

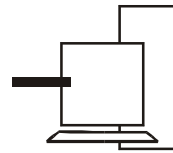




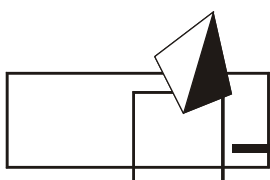
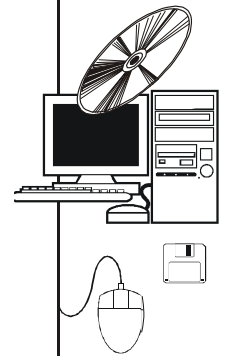
TERMS & CONDITIONS

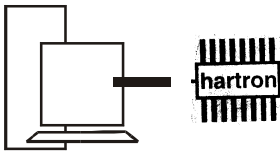
1.	Offer Acceptance	Offers are to be submitted along with tender documents. Offers received without tender document may be ignored.
2.	Format	Any Document, which is not on the proper form or received late may not be considered.
3.	Contract	The conditions of contract attached with the tender Document form be returned duly signed and in case of non-compliance the offer may be ignored.
4.	Specification Conformity	Tenders which are not strictly according to the specifications laid down in the Notice Inviting tender (NIT) will not be considered. Unless a deviation from the specification/delivery period given is pointed out by the tenderers specifically, it will be presumed that offer conforms to the specifications, delivery period as laid down in the NIT.
5.	Opening Date	In case, the date of opening falls on Holiday, gazetted or subsequently declared, the tender will be opened on the next working day following the closed day.
6.	Jurisdiction	All disputes will be settled within the jurisdiction of Chandigarh
7.	Offer Discretion	The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts till the date as indicated in the Notice Inviting tender(NIT).
8.	Writing	The offers should be typed or written in ink. Offers in pencil may be ignored.
9.	Certification	If specified in specifications requirement, the firm having ISO 9001/9002/any other certification should furnish the certificates. Further, MD HARTRON reserves its right to ask for any certifications/tests/specifications as per standards laid down from Govt. of Haryana/India from time to time during the empanelment period in NITs (Notice Inviting Tenders).
10.	Documents	Photocopies of all the required documents should be attached with the offer. The vendor should be in a position to produce the original document(s) for verification, if required.
11.	Sister concerns	The tenderer will give complete addresses of its sister concerns/ authorized dealers along with name of partners with their complete address(es) and extent of share.
12.	Authentic Signatory	It should also be ensured that tender/quotation has been signed by an authorized person. His name, designation and address should be given in capital letters. Please also indicate the name, designation of the person who signs the CONTRACT and who shall have further correspondence in this case.
13.	Quantity	HARTRON reserves the right to increase or decrease quantity, subject to the final requirement at the time of placement of order.
14.	Inspection	Inspection of the stores will be carried out in the premises of the vendor or at a place to be notified by HARTRON. The testing facilities will be arranged by the vendor.
15.	Partnership	The tenderers must attach with their offers the partnership deed or constitution of the firm indicating the name of the proprietor.



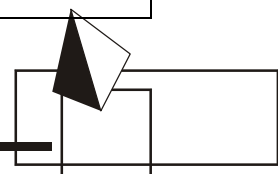


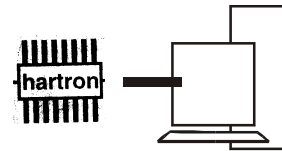
16.	Agreement	The successful tenderers are required to send the agreement in duplicate as the condition of the contract, tenders for accepted applicable in this case to the firm of issue of acceptance/adhoc/ detailed orders by the HARTRON, failing which no acceptance/ supply order will be issued and a copy of the same shall be returned to the tenderers duly executed on behalf of MD, HARTRON by this office and second copy will be retained in this office for record.
17.	Authorization	Only manufacturers or their distributors / agents/ stockists /authorized dealers are entitled to submit their tenders. The manufacturers should supply documentary proof i.e. Registration with the Director of Industries, National Small Scale Industries Corporation or with penal of HARTRON. Offers other then the manufacturers should be supported with an authority letter from the manufacturers, authorising them to quote rates standing guarantee for the satisfactory execution of supply orders failing which offers are liable to be ignored.
18.	Past Performance	Tenderers who are dealing first time with HARTRON are required to furnish particulars of supplies of similar stores made by them during the past three years to various State Govt./Directorate General, Supplies & Disposals, New Delhi/any other Govt. Institutions in the Country, failing which the offers/tenderers are liable to be ignored.
19.	Price	The total landed prices to be quoted against Notice Inviting Tenders should be inclusive of current excise duty, freights, insurance, sales tax etc., failing which the offer may be ignored. However, octroi or other local levis shall be extra if applicable. Further if there is any change in the excise duty by Govt. of India then the same shall be applicable on presentation of the proof. The change in any other duties including sales tax, custom duties effect due to devaluation of Rupee shall not be entertained.
20.	Validity	The validity of the quotation/prices should be valid for 90 days from the date of opening of bids unless otherwise specified. If any firm withdraws their offer within the validity period or modifies conditions without approval of HARTRON, the EMD of the firm may be forfeited and the firm may be debarred from doing any business with HARTRON.
21.	Corrections	The tenderer must sign each Correction.
22.	Price Variation	Offer with price variation clause will not be accepted.
23.	Negotiations	HARTRON reserves the right to call all or selected parties for negotiations.
25.	Signature	An authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.



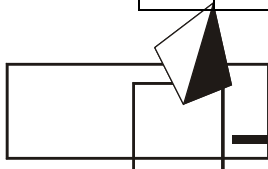
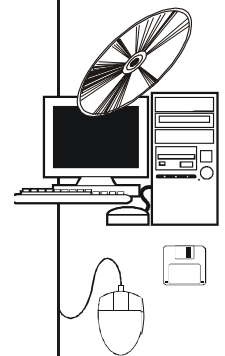


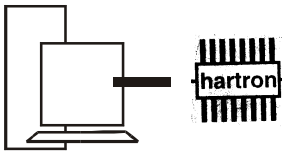
26.	Rates	The prices offered in the tender for the stores should be lower than the price at which the tenderer supply the stores of identical description to various State Government Institutions/ Undertakings/any other organization during the validity period. If at any time during the validity period the successful tenderer reduces the sale price of quoted stores to any other organization at a price lower than the price chargeable under this supply order/contract, the tenderer should be forthwith notify such reduction to this office, then the prices payable under the supply order/contract for the stores supplied after the date of prices reduction will be reduced to that level. Otherwise double of the difference will have to be refunded to HARTRON.
27.	Payment Terms	Unless otherwise specified in special terms & Conditions, 90% of payment will be released after inspection and delivery. The balance 10% payment will be released within one month from the date of installation and submission of bank guarantee @10% of the order value in case single order value is more than Rs.2.00 Lacs. The Bank Guarantee should be valid up to one month more from the date of expiry of warranty period of the batteries.
28.	Delivery Period	Unless otherwise specified in special terms & Conditions, the ordered quantity of stores must be offered for inspection and testing within 4 Weeks from the date of placement of confirmed order.
29.	Warranty Period	Unless otherwise specified, the warranty should be 3 years on site. Maintenance will be provided at site. Limited/carry in warranty will not be accepted. The supplier will provide after sale service during the warranty period from Chandigarh or from nearest place to installation. The supplier will attend the complaint within 24 hours and not beyond 48 hours.
30.	Acceptance Test	Acceptance will include the following: A. The batteries after installation shall be put to testing as specified by HARTRON. B. On successful commissioning, HARTRON may issue an acceptance certificate.
31.	Responsibilities	It shall be the responsibility of the vendor to keep the system in good working condition so as to ensure a minimum of 95% uptime on monthly basis by carrying out the necessary repairs/ maintenance of computer systems, otherwise it shall be treated as a non performance on the part of the vendor for which performance guarantee may be forfeited and firm may be black listed for future business. Warranty period shall be applicable from the date of successful installation.
32.	Installation	A. The vendor will install the complete batteries & UPS immediately at the different locations in the state mentioned by HARTRON, within the delivery period stipulated in the supply order. B. The vendor shall give the wiring diagrams and the panels required for the system installation in advance. User Department/Organization shall make available the necessary wiring panels at installation site. C. Full details of the space requirement with dimensions should be given in advance.
33.	Training	The vendor shall provide operational training on the operating system and other related software purchased.





34.	Documentation	Documentation of system software library routines etc. must be provided along with the detailed operating instructions. The documents supplied must be neat, concise and readable. It should be original, licensed copies. The documentation of the hardware should also be provided which covers the mapping and other tunable parameters.
35.	Re-installation	If the need arises, the supplier shall re-install the batteries at a new site without any additional charges. The agreement shall stand valid for 5 years. However, Packing, Forwarding and insurance charges for shifting the systems at new site will be borne by the user organization.
36.	Annual Maintenance Contract	Until or unless specified, AMC price will be optional at the discretion of Managing Director, HARTRON and would become applicable after expiry of warranty period only on UPS systems and would remain unchanged for the next 5 years after the warranty period expires.
37.	Billing	The bill shall be raised in the name of the organizations/ departments, which will be mentioned in the order and the payment, shall be released by HARTRON/User Department after the verification of the materials.
38.	Arbitration Clause	In the eventuality of any dispute, the sole Arbitrator shall be The Financial Commissioner, IT and his decision shall be binding on all the parties.
39.	Augmentation	Supplier shall have to guarantee for a minimum period of 5 years from the date of acceptance that the systems shall be upgraded to the latest version or some additional systems at their negotiated prices (if any).
40.		<p>The purchase/rate contract would be decided on the basis of the best valid rates quoted. If it is considered that the best valid rates quoted by L₁ (best valid bid) are not reasonable, the negotiations shall be held only with the L₁ and a counter offer will be made to the L₁. In case the L₁ bidder does not accept the counter offer, the tender would be dropped and recourse would be taken to invite fresh tenders. Further, in case the L₁ does not have the capability/capacity to execute the complete order, the supply order in excess of the quantity quoted by L₁ could be placed with L₂ (second best valid bid) on the rates quoted by L₁. Similarly, if the L₂ is also found to be reluctant to supply the stores at such counter offers or the combined capacity of L₁ and L₂ does not meet the supply of complete order, the balance supply order could be placed on L₃ (third best valid bid) at the rates offered by L₁.</p> <p>g. Purchase Preference (as per notification dated 28.05.2010 from Industries & Commerce Department, Haryana): MD, HARTRON reserves the right to allow Purchase preference upto 50% of the tendered quantities to the Industrial units located in Haryana on the lowest valid rates, provided:</p> <ul style="list-style-type: none"> • The manufacturer firm claims purchase preference in the tender; • The firm submits the registration certificate for the quoted items and valid purchase preference certificate issued by the



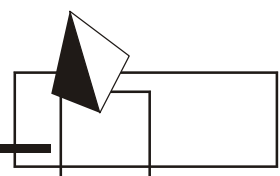


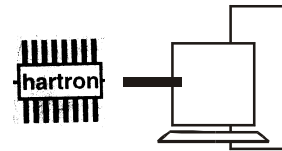
	<p>Industries Department alongwith the tender;</p> <ul style="list-style-type: none">• The firm submits an undertaking that their sales office for the purpose of billing is based in Haryana and all the billings are/will be raised from Haryana only;• The gross rates of the firm claiming Purchase Preference are not higher than 10% of the lowest valid gross rates received in tender and the Haryana based firm agrees to the lowest gross rates; <p>Where, more than one tenderer claim Purchase Preference and fulfill all the above conditions, 50% quantity covered under purchase preference may be divided between them on proportionate basis keeping in view the quantity/delivery period quoted by them.</p>
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Special Terms & Conditions:-

1. **EMD:** The bidder will submit offers with a Demand Draft of ₹2, 00,000/- as EMD. However, EMD of unqualified bidder will be refunded back. Successful bidder (Who will be awarded order) will submit security of ₹10.00 lacs within 1 week from the date of award of the order.
2. **Delivery period:** - Supplier will start the delivery of SMF batteries as soon as possible on placement of order but not later than 4 weeks and complete the delivery in next 2 months. The payment due on delivery can be made by the Corporation on prorata basis.
3. **Payment terms:-**
 - i) 80% payment against inspection & delivery and balance 20% on installation and submission of BG of equivalent amount valid for 1 month more than the expiry of warranty period.
4. **Warranty:-**

3 years Warranty will be provided by the manufacturer in the form of replacement warranty.





ANNEXURE-X

Technical specifications/parameters like cycle life of SMF batteries at depth of discharge recharge capability, container etc. as per the detail given below:-

Parameter	Description
Container	ABS/PPCP (Polypropylene copolymer)
Cycle life	More than 500 cycles at 80% depth of discharge(DoD)
Faster recharge capability	Battery should be capable of getting recharged after 80% depth of discharge.

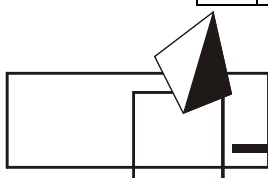
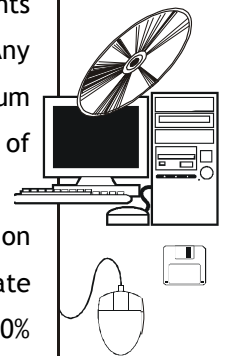
Bidder will have to submit test report of required parameter for 100 AH SMF battery offered by them from their own test lab at the time of submission of offer. However, the test report from any Govt. Approved lab for required SMF battery for confirming NIT specifications may be submitted by the bidders with the offer or later on. However, it is must to submit test report of 1 no. 100 AH SMF battery confirming to NIT specifications by successful bidder as soon as possible but before release of payment.

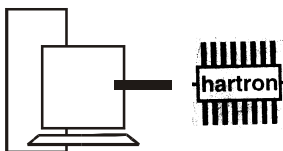
1. The technical bid document shall be evaluated as per the following steps:-

- i. **Preliminary Examination of technical bids:** The technical bids will be examined to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the various section of this RFP will be rejected and not included for further consideration.
- ii. **Evaluation of technical bids:** - The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) methodology i.e. the aggregate scores of the technical bid (70% weightage) and Commercial bids (30% weightage) will be made.

The criteria for technical weightage is as under:-

S#	Criteria	Description/Response expected from bidder	Maximum marks
1.	Cycle life	Minimum qualifying life cycle minimum 500 cycles at 80% depth of discharge (DOD) - >= 500 cycles at 80% DOD: 25 marks - >= 550 cycles at 80% DOD: 27.5 marks - >= 600 cycles at 80% DOD: 30 marks	30
2.	No. of batteries supplied against single order	As per Minimum qualification criteria, at least 100 nos. of 100 AH SMF Batteries of quoted series to Govt. Department/Govt. Registered Educational Institutions/PSUs in India during last financial year 2010-11 (from 01.04.2010 to 31.03.2011) in single order. - >=100 nos. 100 AH SMF Batteries:8 marks - >=200 nos. 100 AH SMF Batteries:9 marks - >=1000 nos. 100 AH SMF Batteries:10 marks	10
3.	Service Centre	As per Minimum qualification criteria, Manufacturer/Importer owned service centre atleast at 3 districts in Haryana alongwith	10





		Chandigarh & Delhi. - service centre atleast 3 districts in Haryana alongwith Chandigarh & Delhi:8 marks - service centre atleast 10 districts in Haryana alongwith Chandigarh & Delhi: 9 marks - service centre atleast 20 districts in Haryana alongwith Chandigarh & Delhi:10 marks	
4.	Turn over	As per Minimum criteria, 30 Crores or more turnover during last financial year 2010-2011 in India of the Manufacturer/ Importer. - >=30 Crores: 8 marks - >=100 Crores: 9 marks - >=200 Crores: 10 marks	10
5.	Manufacturing experience	Minimum criteria for the availability of the offered brand in Indian market through the Manufacturer/ Importer: Minimum 3 years - >=3 years:7 marks - >=5 yeras:8 marks - >=7.5 years:9 marks - >=10 years: 10 marks	10

For technical qualification the minimum criteria for each parameter should be fulfilled alongwith the other required parameters of pre-qualifications.

Financial bid evaluation:

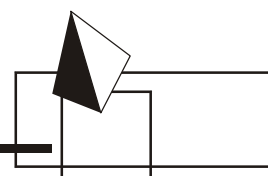
- a) Bid currency: Prices shall be quoted entirely in Indian rupees only.
- b) Financial bids of those bidders will be opened who obtain minimum qualifying technical scores.
- c) The unit price of SMF battery quoted by bidders will be considered for calculation of financial marks.
- d) The commercial scores will be calculated as:
 - $\text{Financial Marks} = (\text{Minimum Financial Quote} / \text{Financial Quote}) \times 100$
 - Where
 - $\text{Financial Marks} = \text{Normalized Financial Marks of the bidder under consideration}$
 - $\text{Financial Quote} = \text{Evaluated cost for the bidder under consideration}$
 - $\text{Minimum Financial Quote} = \text{Minimum evaluated cost for any bidder}$

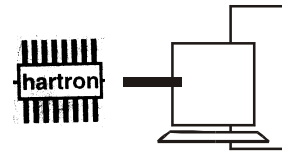
Final Evaluation of bids:

- Final Evaluation: The overall score would be calculated as follows:-
- $\text{Final Scores} = (0.7 \times \text{Technical Marks}) + (0.3 \times \text{Financial Marks})$
- Where
 - $\text{Final Scores} = \text{Overall evaluated marks (score) of bidder under consideration.}$
 - $\text{Technical Marks} = \text{Technical marks (score) for the bidder under consideration}$
 - $\text{Financial Marks} = \text{Normalized financial marks (score) of the bidder under consideration}$

Right to negotiate

- (i) The Hartron or the evaluation committee reserves the right for negotiation with the bidders.
- (ii) The negotiation shall be carried out with the bidder having scored highest as per the Quality cum Cost Based Selection (QCBS) methodology laid in this document by the HARTRON / any other competent authority / High power purchase committee of the Haryana Govt. as per the procedures/policy of the Haryana Govt. from time to time.





ANNEXURE-XI

Commercial Offer

Advt. No. HARTRON/MSG/2011-12/02
SCHEDULE `A' OF RATES

Rates of SMF batteries inclusive of all taxes & duties with "Form C" & "Form VAT C-3" separately with 3 years warranty, FOR destination and installation at site.

Sr. No	Capacity	Qty.	Unit Price with "Form- C"	Unit Price with "Form VAT C-3"	Buy back price
	12V/100AH	14600			

NOTE: - "VAT C-3 form is applicable if the billing is done within HARYANA to Govt. Departments"

