

Tender No.: 27/A2/2nd call/IT/GHMC/2011-12 Dt: 18-01-2012

GREATER HYDERABAD MUNICIPAL CORPORATION

REQUEST OF PROPOSALS ARE INVITED

FOR

Procurement of Cell Phones Nokia C5



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Tender No.: 27/A2/2nd call/IT/GHMC/2011-12 Dt: 18-01-2012

GREATER HYDERABAD MUNICIPAL CORPORATION
Tank Bund Road, CC Complex

GREATER HYDERABAD MUNICIPAL CORPORATION

Office of the
Additional Commissioner(IT)
Greater Hyderabad Municipal Corporation
Tankbund Road, Hyderabad

(FORWARDING SLIP TO ACCOMPANY FOR THE TENDER SCHEDULE)

- 1) Tender Notice No. &Date : 27/A2/2nd call/IT/GHMC/2011 Dt: 18-01-2012
- 2) Name of the Work : Procurement of Cell Phones Nokia C5 for GHMC
- 3) Name and address of the Agency : M/s.
- 4) Bid Processing Fee : Rs.2290/-(2000 Rs.For Processing Fee in favour of Commissioner, GHMC and 290/- Rs. For VAT in favor of CTO,Basheerbagh)
- 5) Earnest Money Deposit : DD for Rs. 10,000/- (Rupees ten thousand only) drawn on _____ Bank (only Nationalized banks) bearing DD No _____, dated _____ in favor of the Commissioner, GHMC.
- 6) Bid Document Down load Start Date : 04-02-2012 at 01.00 P.M
- 7) Bid Document Down load End Date : 10-02-2012 at 12.00 P.M
- 8) Last date & time of receipt of bids : 10-02-2012 at 01.30 P.M
- 9) Opening of technical bid : 10-02-2012 at 2.00 P.M
- 10) Opening of financial bid : 10-02-2012 at 3.30 P.M
- 11) Place of receipt and opening of tender schedules : O/o Additional Commissioner (IT), 2nd floor, CC complex Building, Greater Hyderabad Municipal Corporation, Tank Bund Road, Hyderabad -500063.
- 12) Contact Telephone No. :
Technical :
Administration : 7702774333

Agency:

Signature of
the participant
Seal:

NOTICE INVITING TENDERS:

Tenders are invited from the Manufacturers and Authorized Dealers/Agencies for Procurement of Cell Phone for GHMC. A complete set of tender document can be downloaded from the website of www.eprocurement.gov.in on payment of non refundable amount of Rs. 2000/- (Rupees Two Thousand only) towards Bid Processing fee through D.D. drawn in favor of the Commissioner, Greater Hyderabad Municipal Corporation, Hyd. and Rs. 290/- (Rupees Two Hundred and Ninety only) DD drawn in favour of the Commercial Tax Officer, Basheerbagh Circle, Hyderabad towards VAT.

The tenderer must fulfill the qualification criteria mentioned in the tender document. All tender offers must be uploaded on or before 10/02/2012 by 1.30 PM duly uploading the copies of DDs along with other documents as per terms and conditions as stipulated.

Agency:

Signature of
the participant

Seal:

Eligibility criteria :

- a) Manufacturers/ Authorized Dealers/ Sub-Authorized agencies who have this type of supply orders to the State / Central Govt./, Public Sectors(Enclose the clients list)having Firm Registration, Vat registration, IT returns, for the last 3 consecutive years and PAN card etc., only are eligible to participate in the tenders.
 - b) The agencies turn over for Cell Phones shall be more than Rs. 5 lakhs in last preceding three years viz. 2008-09,2009-10 2010-11. A certificate, in original, from a chartered accountant on the turn overfrom Cell Phones for the reference years may be submitted.
 - c) The Tenderer should handover the Bid processing fee, EMD and VAT in the shape of DD's on or before opening of technical bid as prescribed to IT Section, Head office, GHMC on proper acknowledgement. Failing which their technical and financial bids are not entertained in Bid processing.
 - d) The tenderer is advised to submit the Hard copies of tender document including Financial bid for verification and clarification, whenever required by the GHMC. For arriving of unit rate for each item.
- e) Details to be Uploaded:
1. As per Check List of 'e' Procurement.
 2. Failing which the tender will be summarily rejected without any further intimation to the tender.

TERMS AND CONDITIONS:

1. The tenderers must fulfill the qualification criteria mentioned in the tender document. All tender offers must be uploaded on or before 10/02/2012 by 1.30 P.M duly enclosing the copies of DD's for EMD for Rs. 10,000/- and nonrefundable DD but Bid Processing Fee for Rs. 2000/- along with VAT for Rs. 290/- as specified in the tender document. The tenderer must pay balance EMD equivalent to 2.5% on the contract value shall be paid at the time of Agreement.
2. The Bid processing fee along with VAT will not be refunded under any circumstances. The security deposit shall be refunded to the unsuccessful tenderers except L1 and L2, soon after deciding the tenders after receipt of requisition from the tenderer.
3. The tenderer must keep his tender valid for a period of (3) Three months. If the tenderer withdraws his offer within the validity period the security deposit will be forfeited. The EMD shall be refunded after the completion of satisfactory of material from the stores Incharge from the date of supply duly following the procedure for refund.
4. The tenderer should quote their rates both in words as well as in figures. The rates quoted in words shall prevail. The rates mentioned shall including all taxes etc. If the contractor fails to quote his rates both in figures or words and also required information if any, the tender will be treated as incomplete and rejected.
5. Any wrong declaration in this regard if comes to the notice at a later date, will disqualify him from tendering. The Commissioner, GHMC reserves the right to accept / reject any or all the tenders without assigning any reasons thereof.
6. The tenderers are required to quote their lowest rates of mentioning brand of Cell Phones, delivery period and discount, if any, with rate of Tax etc.

7. The rates of Cell Phones be valid for a period of one year. Hypothetical/ conditional tenders will not be entertained.
8. Supply of Cell Phones is to be ensured very expeditiously but not later than three days, and in emergency the supply has to be executed on the same day also.
9. The material supplied will be inspected by the technical persons of GHMC and in case the supply is not found strictly in conformity with the approved specifications and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good quality material, exactly commensurate with the approved specifications at the cost of tenderer. The decision of the GHMC in this regard shall be final.
10. The supply of Cell Phones shall be required to be made within the stipulated time on issue of Purchase Order and in case supply is not made within the stipulated time and the Academy is forced to make short purchase to meet the emergency demand, the tenderer will be liable to make good the loss due to difference which the GHMC may directly deduct from Bill/security and the tenderer will also be liable for penalty as follows.
11. The GHMC also reserves the right to increase or reduce the tender quantity by 15% on the same terms and conditions even after the tender period. In other words increasing or reducing the tender quantity by 15% can be made by GHMC even after the completion of the tender period and it is binding on the supplier without any recourse.

Penalty for Default in Delivery:

For any delays in delivery beyond accepted period for delivery, the vendor will be liable for penalties as follows: (Delivery period shall be counted from the date of receipt of Purchase Order)

- A.i.) For the delay of first one week or part thereof 1 % of the value of the purchase order.
 - ii. For additional delay beyond one week, for every one week or part thereof a penalty of 0.5 % of the PO value will be levied.
 - B. If the delivery time is more than 8 weeks, the above percentage of penalties are applicable but in a compounding manner i.e., for 1st week 1% and 2nd week 2.5 % and so on.
 - C. If the delay exceeds more than 30 days, GHMC will reserve the right to cancel the order without giving any notice and EMD will be liable for forfeiture.
11. The GHMC will deal with the tenderer directly and no middlemen/agents/ Commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the GHMC.
 12. Payment shall be made promptly by the GHMC, but in no case later than (30) days after issuance of Acceptance Certificate and the vendor shall submit a valid invoice or claim accordingly.
 13. The GHMC, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reasons.

14. Even after awarding the said Contract, the GHMC reserves the right to terminate the same at any time, without assigning any reason.
15. In case of any agency that have previously provided to GHMC, such services, should have provided it satisfactorily in the sole opinion of GHMC, failing which the bid can summarily be rejected.
16. List of clientele in support of carrying out similar types of supplies to the Central Govt/State Govt/Autonomous Bodies/Semi Govt/Corporation should be invariably enclosed.
17. The quantity of requirement is approximately mentioned in tender shall be liable to increase/decrease depending upon the necessity. Statutory Deductions will be effected at the time of payment as per rules and vogue.
18. The Financial bid will be opened of those who are qualified in the technical bid in the tenders by the participants and accordingly order will be placed to (L1) after completion of required formalities.
19. Successful tenderer shall have to execute an agreement within (7) days from the date of issue of Purchase Order with GHMC on a non-judicial stamp paper worth Rs.100/- (should be submitted by the agency) expressing acceptance of the terms and conditions for supply of the items and get it registered with the Registration Department at his / their own cost.
20. The Earnest Money Deposit will be retained with the GHMC for the vendors who accept to supply the materials at L1 rates. The Earnest Money Deposit shall not carry any interest and cannot be withdrawn during the contract period.
21. If the vendor fails to supply the items according to the rates quoted, action will be initiated against such vendor holding him/them responsible duly forfeiting the Earnest Money Deposit.
22. The above contract period is valid for a period of Three months from the date of entering into the agreement.
23. Materials will be indeed as per GHMC requirement. The period of delivery of material within 5 days from the date of issue of Purchase Order.
24. The consignee on receipt of consignment shall verify and set forth defective supplies if any within three weeks from the date of receipt of supplies.
25. Goods with the above specification to be supplied strictly. No deviations from the required specification will be entertained.
26. Whenever material has supplied Invoice in duplicate to be submitted along with delivery challan duly signed by concerned for payment.
27. The agency/contractor shall arrange to repair or replace as the case may be the defective supplies at his own cost to the complete satisfaction of the purchaser within 7 days from the date of receipt of intimation from the consignee and shall obtain a certificate to this effect from the purchaser or any authorized officer of the purchaser. Failure on the part of the contractor /agency will entail penalty.

28. If supplied material found not genuine or not according to the required specifications, the EMD will be forfeited without any further notice. The bill amount together with the other bills if any pertaining to the said agency in this section will not be entertained and recommended to higher authorities for taking further action.
29. The tenderer shall furnish the information in the Annexures I to VI . The tenderer is advised to submit the Hard copies of tender document for verification and clarification, whenever required by the GHMC.
30. The tenderer shall appoint one liaison officer to attend arbitration if any at his own cost for immediate settlement if required.
31. The tenderer must have one service centre in Hyderabad to attend the defects immediately whenever pointed out by GHMC.
32. Termination of the Contract

GHMC, Hyderabad is the sole arbitrator in case of failure by the vendor to perform any of its obligation under or arising out of the agreement. All disputes, differences and questions what so ever which may arise between the parties here to during the continuance of the agreement the GHMC, Hyderabad will have option to terminate the agreement or impose penalty. Order can be terminated by GHMC, Hyderabad without assigning any reasons forthwith .

Special Conditions:-

- 1) Goods securely packed are to be delivered to the consignee mentioned below during office hours on any working day within the period of delivery specified.
- 2) Bills should be prepared in triplicate by the suppliers and marked distinctly as original, duplicate and triplicate and dispatched to the consignee quoting reference to purchase order.
- 3) Payment will be made after supply and satisfactory functioning of the items. No advance payments will be released under any circumstances.
- 4) The vendor at his cost shall arrange transport of the goods to the project site(s).
- 5) No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 6) The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from GHMC.
- 7) In the event the GHMC terminates the contract in whole or in part, GHMC may procure, upon such terms and in such manner, as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the GHMC for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

- 8) If a Force Majeure situation ("Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the GHMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes) arises, the Vendor shall promptly notify the GHMC in writing of such condition and the cause thereof. Unless otherwise directed by the GHMC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 9)
 1. The vendor's request(s) for payment shall be made to the GHMC in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
 2. Payments shall be made promptly by the GHMC, but in no case later than (30) days after issuance of Acceptance Certificate and the vendor shall submit a valid invoice or claim accordingly.
- 10) For any dispute arising here of shall fall within the jurisdiction of Hyderabad.

ANNEXURE - 1

DECLARATION OF TENDERER

I /We hereby declare that I / We read the specifications and all the relevant standards and requirements of the work and that I / We have myself/ ourselves are thoroughly satisfied about the quality, availability and transport facilities for all materials and required for the work on which I / We have based my /our rates for the work. The Specifications, terms & conditions of the contract have been received by me /us well in advance before submitting the tender.

I/We am/are prepared to furnish detailed data in support of all my/our rates quoted, if and when called upon to do so without any reservations within (3) days from the date of receipt of communication.

Agency:

Signature of
the participant

Seal:

ANNEXURE - II

RECORD OF ARBITRATION & LITIGATION.

The Tenderer shall record chronologically any disputes he had with any of his previous clients during the last (3) years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

Sl. No.	Project Identification & Location	Name & address of the client	Description	Nature of disputes		Amount claimed	Award in favour of client/ contract
				Period of Arbitration /Litigation from	to		

Name :

Signature :

Date :

Seal of the Company :

Designation :

Note : Separate forms shall be submitted to cover details in above format for the individual members of joint venture.

Agency:

Signature of
the participant

Seal:

ANNEXURE - III

I/ We enclosed Demand Draft/ Pay Order/Banker's Cheque along with application for tender schedule for the payment of sum of Rs _____ (Rupees _____ only) as Earnest Money Deposit which do not bear any interest. If my/ our tender is not accepted, the Earnest Money Deposit shall be returned to me/ us or my/ our application when intimation is sent to me/ us or rejection or at the expiration of three months after the last date prescribed for the receipt of tenders. If my/out tender is accepted, the Earnest Money Deposit shall be retained by the Corporation as security for the due fulfillment of the contract. If upon written intimation to me/us by the office of the Addl. Commissioner (IT), GHMC. If fail to attend the said office on the date herein fixed or if upon intimation being given to me/ us by the Addl. Commissioner (IT), GHMC of acceptance my/our tender I/We fail to make the additional security deposit/EMD and to enter into the required agreement as stated in condition of the terms & conditions, then I/We agree to the forfeiture of the Security Deposit. Any notice required to be served on me /us herein under shall be sufficiently served on me /us if delivered to me /us personally or forwarded to me /us by post to (Registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent. I/We fully understand that the written agreement to be entered into between me / us and the Corporation shall be the foundation of the rights of both the parties and the contracts shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contracts on behalf of GHMC.

Name :
House No. :
Locality :
Town/City/post in Pin Code :
District :
Phone no. :
Fax no. :

Agency:

Signature of
the participant
Seal:

ANNEXURE - IV

A) EVIDENCE OF EXPERIENCE:

Name of Materials supplied on hand	Estimated cost	Amount of Contract	Date of Agreement	Agreed date of completion	Agreed progress upto end of previous month	Actual progress upto end of previous month	Name of the Division in which the supplies are made

B) DETAILS OF MATERIALS SUPPLIED BY THE TENDERER

Name of Materials supplied	Estimated cost	Amount of Contract	Actual amount final bill received or to be received	Agreed period of completion		Actual period of completion	
				From	To	From	to

Note: the Tenderers may attach a separate sheet if the space left is insufficient

Agency:

Signature of the participant

Seal:

Annexure –V

Sl.No.	Item Description	Make	Model
1	Cell Phone	Nokia	C 5
2	Warranty		
3	Delivery period (in days)		

Technical Specifications:

Nokia C5: -Camera Resolutions 5 megapixels, MP3 Player, Radio, Speaker, Internet, Bluetooth, Browser, Battery 5hrs talk time, 670hrs standby, and other common features. Etc., including chargers, headsets required accessories.

Note : The tenderer should quote the rate mentioned in the above make and model, other than mentioned make and model quoted by tenderer, such a tender summarily rejected.

Signature of the tender:

Seal :

GREATER HYDERABAD MUNICIPAL CORPORATION

Bill of Quantities (Price schedule)

Supply of Cell Phones Nokia C5

NIT No.: 27/A2/2nd call/IT/GHMC Dated : 18th January, 2012

Name of Contractor :

Address :

Sl. No.	Item Description	Make / Model	Qty.	Unit Rate (Rs.)	Total Amount Rs.
1	Cell Phone	Nokia C5	250	7800	1950000
	Less Percentage on ECV (%)				
	Net Amount (Rs.) Incl. of all Taxes				

Note:

1. Unit rate and price shall be quoted by the bidder in Indian rupees in figure & words.
2. The rate quoted should be inclusive of all charges, including Taxes, if payable.
3. Statutory Deductions will be effected at the time of payment as per rules and vogue.
4. The tenderer is advised to submit the Hard copies of Financial bid for verification and clarification, whenever required by the GHMC. For arriving of unit rate for each item.
5. The agency have to quote only for NOKIA C5 mobile phone.

Signature of Contractor

Seal