



DIRECTORATE GENERAL OF HOME GUARDS
Government of National Capital Territory of Delhi

NOTICE FOR e-TENDERING

Tender ID:-2014_DGHG_63933_2

For and on behalf of Director General Home Guards, Delhi. E-Tender (on line tender) is invited from reputed, experienced and registered Firms/Vendors/Agents for supply of Batteries for UPS. The NIT may be downloaded alongwith terms and conditions from website www.delhihomeguards.nic.in or <https://govtprocurement.delhi.gov.in>. All the tenderers should apply online before the Last Date and Time. The important details of the e-tender are as follows:

Sl. No.	Particulars	Date and Time
1.	Date of publication of tender through e-procurement.	22-08-2014
2.	Last Date and Time for Downloading the tender.	23-09-2014 UPTO 1200 hrs
3.	Last Date and Time for uploading the filled up tender.	23-09-2014 UPTO 1200 hrs
4.	Date and Time of opening of Technical Bids online.	23-09-2014 AT 1430 hrs
5.	Date and Time of opening of Financial Bids online.	After Evaluation of Technical Bid.
6.	Address where Bids will be opened.	Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-110027.

Commandant Home Guards:
Delhi



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COVERING LETTER TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

TENDER ID NO:- 2014_DGHG_63933_2

To,

**Director General of Home Guards.
Nishkam Sewa Bhawan,
CTI Complex, Raja Garden,
New Delhi-110027.**

Sir,

I/We the undersigned (herein after called as Agency/Firm/Vendor/Contractor) hereby offer to supply the items as “**Batteries**” as per our quoted rates. Further, this tender may be accepted at the rates stated here in subjected to the terms & conditions set forth in the Tender Document for such items, or, as may be ordered by the **Director General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-27** or any other officer authorized by him.

Signature of Contractor: _____

Date: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

SIGNATURE:

NAME:

SEAL OF THE TENDERER:



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SELECTION OF FIRM FOR “PURCHASE OF BATTERIES”

TERMS AND CONDITIONS

1. GENERAL.

Tenders are invited under Two Bid System from reputed agencies, either by themselves or as a Joint Venture/Consortium/Partnership having the capacity to supply the “Batteries” as per requirement of this Directorate General.

Last Date for submission/receipt of tender is _____ at _____ hrs. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the said date and time in the Department of Directorate General of Home Guards, Government of National Capital Territory of Delhi. In case, if there is any holiday on the day of opening, the tender will be opened on the next working day at same time.

2. ELIGIBILITY CRITERIA.

- (i) The agency/firm should have a valid (PAN) Permanent Account Number, issued by income tax department.
- (ii) The agency/firm should also have a valid VAT Number issued by the Department of Trade & Taxes.
- (iii) The agency/any of its Directors/Partners etc. should have not been black listed by any Govt. organizations/Department or have been convicted for any offence by any court of law as on date (Provide an Undertaking in Annexure-'B').
- (iv) The firm/agency should be located in Delhi only.

3. PROCESS FOR SUBMISSION OF BID.

- (i) “For selection of Agency for supply of Batteries” the tenderer may quote rates as per the requirements mentioned at Annexure-‘D’. No firm shall quote two rates of same item in the tender otherwise the tender of the firm shall be rejected.
- (ii) The duly formed Committee nominated by the department to assess eligibility will carry out evaluation of the Bids.
- (iii) Each Tender must be accompanied by scanned copy of "E.M.D" as per Annexure "A"(Technical Bid). This amount should be in the form of Demand Draft in favor of “D.D.O. Directorate General of Home Guards, Delhi” payable at Delhi. Without EMD the tender will not be considered.



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- (iv) The rates should be quoted in Indian Rupees by the tenderer as per the format given on the e-procurement site. The rates quoted should be indicated in words as well as figures.
 - (v) The bid submitted after the last date/time of filling up of tender stipulated in e-tender notice will not be accepted. The bids submitted by Telex/Telegram/Facsimile/e-mail or any manner other than specified in this tender document through on line e-tender system shall not be considered. No correspondence shall be entertained on this matter from any Agency.
 - (vi) The on line tender involves a two stage scrutiny.
- (A) **Technical Bid** will contain the below mentioned scanned documents without which the tender of the firm shall be rejected. No price shall be indicated in the **Technical Bid**.
- (a) Earnest Money Deposit (EMD) at the prescribed rates mentioned at Annexure 'A'.
 - (b) Signed and stamped undertaking on prescribed Proforma enclosed as per Annexure-'B' on non judicial stamp paper worth Rs. 10/- duly attested by Public Notary.
 - (c) Self Attested copy of the PAN card.
 - (d) Copy of the sales tax Registration number/VAT allotted by state sales Tax Authorities and Central sales Tax number allotted by sales Tax Authorities.
 - (e) Copy of experience of service in Government Department.
 - (f) Copy of Address proof.

THE COPIES OF ABOVE MENTIONED DOCUMENTS DULY SIGNED WITH SEAL OF THE TENDERER TO BE COLOUR SCANNED AND UPLOADED ON E-PROCUREMENT SITE.

EMD should reach physically in the Tender Box before 11:00A.M on the date of opening of Bids in the Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-27. If, EMD is not submitted in hard copy as mentioned above, the bid will be summarily rejected.



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- (B) **Financial Bid:-** Should be submitted in the prescribed proforma as per (Annexure-'D') on e-procurement site. Firstly Technical Bid will be opened. Firms, which qualify in the Technical Bid, shall only be eligible for evaluation of Financial Bid.

Tenderer quoting fluctuating rates such as "this is prevalent market rates and rates shall be applicable at the time of delivery as per the market rates" etc. shall be rejected. Conditional tenders shall be summarily rejected.

4. EARNEST MONEY DEPOSIT (EMD)

- (i) Earnest Money Deposit (E.M.D.) for ` 5,000.00(Rs. Five Thousand only) must be deposited in the form of D.D. from any Bank in favor of D.D.O. Directorate General of Home Guards, Delhi, payable at Delhi.
- (ii) The exemption from depositing earnest money will only be allowed as per the provisions of the G.F.R for which exemption certificate must be attached with the tender.
- (iii) EMD should be deposited physically in hard copy in the "Tender Box", Directorate General of Home Guards before 11.00 A.M. on the date of opening of Technical Bid at the Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-27.
- (iv) EMD will be refunded to the successful bidders on receipt of Performance Security and after entering into agreement with the Directorate General of Home Guards.
- (v) EMD Amount will not be converted/adjusted into Performance Security.

5. **PERIOD OF CONTRACT:-** The Contract shall hold good till all the items are supplied. The items must be supplied within 15 days of award of the contract.

6. PROCEDURE FOR EVALUTION OF BIDS

- (i) A duly constituted Technical Committee shall evaluate the Technical Bid as per the terms and conditions of this tender document and then Purchase Committee shall evaluate the financial Bids on the basis of quoted rates and shortlist the tenderer for further processing.
- (ii) Department reserves the right to reject any bid or the tender without assigning any reason. Department also reserves the right, at its own discretion, not to award any order under the present tender. The decision of department in this regard shall be final and no representation of any kind shall be entertained. Department shall not pay costs incurred towards preparation and submission of the bid or any other expenditure in this regard to the tenderer.



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- (iii) The Directorate General of Home Guards, Delhi reserves the right to accept the tender in whole or in part with respect to all the items quoted by the tenderer in Annexure-‘D’.
- (iv) On acceptance of the bids of successful bidder it will become a contract after completing all the codal formalities and the tenderer shall be bound by the present terms and conditions as well as by the ‘Agreement’ entered into as per Annexure-‘C’ which will be signed by the tenderer within 07 days of the award of the contract.
- (v) In case of similarity of rates, preference will be given to the one who has maximum experience of similar kind amongst the parties.

7. AGREEMENT/CONTRACT

Successful bidder shall have to enter into contract/ agreement etc. through formal signing by both the parties.

An agreement (copy enclosed as Annexure-'C') duly signed and stamped on stamp paper worth ` 100/- shall have to be executed by the tenderer at his own expenses in the event of tender being accepted and same shall be submitted along with the performance security deposit within 07 days of the date of acceptance of Tender failing which Earnest Money Deposit will be forfeited.

8. PERFORMANCE SECURITY

- (i) The Tenderer, whose tender is accepted will hereinafter be called the CONTRACTOR and shall deposit the amount of Performance SECURITY at the rates mentioned below within 07 days of the date of acceptance of the tender.
- (ii) The Performance Security Deposit would be Rs. 15,000.00.
- (iii) The contractor shall deposit the above Security amount in the form of D.D in favor of D.D.O. Directorate General of Home Guards, Delhi, payable at Delhi along with the agreement within 07 days after receiving of confirmation letter otherwise the EMD will be forfeited. The security deposit shall be kept for a period of Two months beyond the date of completion of all contractual obligations of the Contractor and/ or Two months after the date of validity of tender whichever is later.
- (iv) The amount of security deposited shall be retained by the department for a period mentioned above for which no interest shall be paid to the supplier, as a safeguard against non-deliver of items, delay supply of items or supply of faulty items.



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9. ITEMS EVALUATION

- (i) The Tenderer should note that while supplying the items as terms of the tender the items should be as given in the requirement and should be adhered to. In case of any deviation in the items, payment shall only be made as per the tendered items.

10. SUCCESSFUL BIDDER:

Contract shall be awarded to the lowest evaluated bidder who has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions incorporated in this tender document. The contract shall be awarded on the TOTAL LOWEST PRICE of the bidders. However, the rates of the individual services must be quoted in the financial bid.

11. LATE AND DELAYED TENDERS:

Bids must be uploaded within the stipulated period of time as mentioned above. The Department may, at its discretion, extend, the deadline for submission/upload of bids in which case all rights and obligations of the Department and bidder will be same.

12. RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- (i) The Department is not bound to accept the lowest or any bid and may terminate the tendering process at any time by notice in writing to bidder.
- (ii) The Department may terminate the contract if it is found that the Contractor/Agency is black listed on previous occasions by the any of the Department/Institution/Local Bodies/Municipalities/PSU etc.

13. PAYMENT TERMS & CONDITIONS

The firm shall submit the bills for payment in triplicate after completion of a task to the satisfaction of Department. The payment will be released after deduction of penalty amount, if, any or TDS/ VAT etc, if applicable. Payment will be made only after Department is satisfied with the quality and quantity of items supplied.

14. PENALTIES

- (i) (a) The contractor has to execute the supply order by the due date and time as per the requirement of the Department. which is within 15 days of award of the contract.
- (b) If, the contractor fails to execute the supply order as per above condition, a penalty @ 2.5% of the value of the delayed period per day shall be levied for the period till items are supplied by the contractor
- (c) The department shall have the right to cancel the contract with the contractor or to forfeit the security deposit or to debar/blacklist the contractor as deemed fit simultaneously on account of delay/non supply of items/or supply of faulty items.



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- (ii) In case of any dispute regarding imposition of penalty or forfeiture of security/ EMD amount/debar or black-listing of the firm, due to delay in supply, the decision of the Director General Home Guards or the person nominated by him, shall be final and binding on the contractor.
- (iii) If, a tenderer gives wrong or incomplete information in his/her tender, the department reserves the right to reject such bid at any stage or to cancel the contract, if awarded and forfeit the E.M.D/Performance Security Deposit or to debar/blacklist the contractor.
- (iv) If, any firm with whom contract/agreement has been executed, failed/back out from the contract/services, shall be liable to be debarred/blacklisted as deemed fit by the competent authority, apart from forfeiture of EMD/Performance Security deposit, if any.

15. ARBITRATION

- (i) In case of any dispute arising out of the tender or any breach of agreement (except those decisions which are otherwise herein above provided for) the matter will first be referred by Department/ Contractor to Director General Home Guards for Arbitration. Director General Home Guards reserves the right to appoint any person as arbitrator to sort out the dispute. The award of the arbitrator so appointed shall be final and binding on the contractor and the department.
- (ii) There will be no objection to any such appointment that the arbitrator so appointed is a Home Guards Department Officer and that he had to deal with the matters to which this indenture relates and that in the course to his duties as such Govt. Servant he had expressed view on all or any matters in disputes or differences.

16. Force Majeure

In any time, the continuance of firm contract, the performance in whole or in part either party under obligation as per this contract to presented or delayed by reasons of any war, act of the public enemy, civil commotion, fire, flood, explosion, strike, provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence. Thereof neither party shall be reason of such an “eventuality” be entitled to terminates the contract nor shall either party have any claim or damages against other of such non performance of delay in performance and delivery under the contract.

17. OTHER TERMS & CONDITIONS

- (i) **Alteration in the items:** The items required with this form of tender must not be altered by the bidders.
- (ii) **Incomplete Tenders:** Tenders will not be considered if complete information is not given at the time of tendering, or, if the particulars and data (if any) asked for in the Tender Notice, are not given.

Nishkam Sewa Bhawan, CTI Complex ,Raja Garden New Delhi-27

Phone No. – 011-25448148, Fax No. 011-25107058

Email – dghome@nic.in



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- (iii) **Cancellation of Tender/Contract/ in Part or in Full, in case of Default in Contract/Supply:** If the Contractor in the opinion of the Directorate, fails or neglects to comply with any of the terms & conditions forming part of the tender, Director General of Home Guards shall, without prejudice to any other right or remedies under the contract, has the right to cancel the contract/order by giving 15 days notice in writing to the Contractor without being liable to pay compensation for such cancellation.
- (iv) Tender shall be uploaded as per guidelines indicated in e-Procurement procedure displayed at the site: <https://govtprocurement.delhi.gov.in>.
- (v) If a tenderer gives wrong or incomplete information in their tender, department reserves the right to reject such bid at any stage or to cancel the contract, if awarded and forfeit the EMD/Performance Security Deposit.
- (vi) The items prescribed in the tender is tentative & can be increased or decreased by the Department, depending upon necessity/requirement. The items will have to be supplied strictly as per the requirement of the Department.
- (vii) Canvassing in any form in connection with this tender is strictly prohibited and the tender submitted by the vendor who resorts to canvassing are liable for rejection.
- (viii) All the terms & Conditions for the services of the payment terms, penalty clause etc. shall be as those mentioned herein. No change whatsoever in terms & Conditions shall be acceptable.
- (ix) It will be the discretion of Director General Home Guards or his representative to make enquiries in order to judge the suitability and the capacity to any particular firm/contractor and decision to enter into contract or otherwise would rest with the Director General Home Guards finally.
- (x) The bid should be in conformity with clauses mentioned in the tender document otherwise the bid shall be rejected. Tender once submitted shall be final and no amendment shall be permitted after the close of the bid.
- (xi) The submission of a bid by a tenderer implied that he has read the entire tender Document and has made himself aware of the scope and the items to be supplied and of the local conditions and other factors which have a bearing on the execution of the work.
- (xii) The acceptance of terms and conditions of the tender are to be signed by the tenderer in the prescribed form at the end of the terms and conditions and also submit physically along with Technical Bid. Any other document which is not



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asked for will not be entertained by the department. Technical Bid received without the above acceptance shall be rejected.

(xiii) All disputes are subject to the jurisdiction of Delhi Courts only.

(Bipin B Choudhary)
CHG/HOO
DELHI

All the above terms and conditions mentioned in the Tender Document are accepted to me/us.

Signature of the Tenderer_____

Name of the Tenderer_____

Stamp of the Tenderer



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Annexure-‘A’

ON LINE TENDER FOR “PURCHASE OF BATTERIES”.

TECHNICAL BID

Sl. No.	Particulars	To be filled by Bidders
1.	Name of the Bidder	
2.	Complete Office Address	
3.	Phone No.	
	Mobile No.	
	e-mail.	
4.	TIN/Vat Registration No.	
5.	PAN No.	
6.	EMD in the name of “DDO. Directorate General of Home Guards, Delhi”.	<u>EMD Details</u> Amount = _____ DD No.= _____ Dated = _____ Bank = _____
7.	EMD Exemption Certificate, if any.	
8.	Whether undertaking attached as per Annexure-‘B’	

Signature of the Tenderer_____

Name of the Tenderer_____

Stamp of the Tenderer

Nishkam Sewa Bhawan, CTI Complex ,Raja Garden New Delhi-27

Phone No. – 011-25448148, Fax No. 011-25107058

Email – dghome@nic.in



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Annexure-‘B’

(To be printed on a non judicial stamp paper for Rs.10 and dully attested by public Notary)

UNDERTAKING

To,

**The Director General of Home Guards
Nishkam Sewa Bhawan,
CTI Complex,Raja Garden,
New Delhi-110027.**

Sir,

1. I/We undertake that myself/ourselves/firm/company/anypartners/Directors have never been blacklisted by any govt./Semi-/Govt. Department all over India.
2. I/We undertake that no criminal proceedings/enquiry is pending against me/us/firm/Company/any partner/Directors thereof.
3. I/We undertake that there is no personal/official dealings whatsoever with the officers/officials of the Directorate General of Home Guards, Delhi.
4. I/We agree to all the terms and conditions which are the part of this tender and are ready to enter into agreement accordingly with the Directorate General of Home Guards.

Place:

Date:

SIGNATURE:

NAME:

SEAL OF THE TENDERER:



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Annexure-'C'

(To be prepared on the stamp paper more than Rs. 100/- and to be signed by the contractor within seven days of the award of the contract)

AGREEMENT

An agreement made on this _____ day of _____, 2014 between M/s. _____ (hereinafter called the 'Contractor' which expression shall, unless excluded by or repugnant to the context, be deemed to include his/ their heirs, executors, administrators, successors and assignees) on the One Part and the Director General Home Guards or any person deputed by him for the purpose on behalf of D.G Home Guards (hereinafter called the H.G Department) on the other part.

Whereas the H.G. Department has invited on line open tender for the supply of batteries and whereas the contractor submitted the tender which was accepted by the this Directorate.

And whereas the contractor, at the request of the H.G. Department has agreed to supply the items as detailed in the schedule written hereunder (hereinafter called "the said schedule") at the rates specified against each on the terms and conditions hereafter appearing.

Whereas, both parties and the witnesses hereby agree to the following:

1. That the contractor has agreed to supply Batteries as per the following rates:-

Types of Batteries	Price of the One Battery	Buy Back Price	Effective Price
(1) 7 AH Batteries - 59 Nos.(Appx)			
(2) 26 AH Batteries – 22 Nos.(Appx)			
(3) 65 AH Batteries – 08 Nos.(Appx)			
		Total Price =	

Current Rate of Taxes applicable:

“The above terms & conditions laid down in the tender document are acceptable to us and will be binding us”



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• **RATE OF TAXES TO BE CHARGED SHOULD BE MENTIONED**

2. That this agreement shall be valid till the supply of items is complete from the date of award of contract. Which shall be within 15 days of award of the contract.
3. That the contractor has attached Performance Security Deposit with this agreement as D.D for ` 15,000/- from _____ bank in favor of D.D.O. Directorate General of Home Guards, Delhi payable at Delhi. (DD No. _____ dated _____).
4. That the contractor shall supply items at this Directorate as per the directions issued by this Directorate .
5. That the H.G. Department would not be liable to pay any further charges towards any other expenditure incurred by the contractor and any fluctuations in the market rates are at the cost of supplier.
6. That the contractor shall satisfy himself of all matters affecting the supply of the items. No extra charges incurred will be allowed as consequences of wrong items, misconstruing of terms and conditions of agreement or otherwise.
7.
 - a) The contractor has to supply the items by the due date and time of requirement specified in instructions issued by the Department.
 - b) If, the contractor fails to execute the supply order as per above condition, a penalty @ 2.5% of the value of the delayed period per day shall be levied for the period till items are supplied by the contractor
 - C) That the department shall have the right to cancel the contract with the contractor or to forfeit the security deposit or to debar/blacklist the contractor as deemed fit by the competent authority simultaneously on account of delay/non supply of items.
8. That in case of any dispute regarding imposition of penalty or forfeiture of security /EMD amount / debar or black-listing of the firm, due to late / non-supply, sub-standard supply, the decision of the Director General Home Guards or the person nominated by him, shall be final and binding on the contractor.
9. That, if the contractor gives wrong or incomplete information in their tender, department reserves the right to reject such bid at any stage or to cancel the contract, if awarded and forfeit the Performance Security Deposit or to debar/blacklist of the contractor.
10. That, if the contractor failed/backout from the contract/services, the firm/contractor shall be liable to be debarred/blacklisted as deemed fit by the competent authority, apart from the forfeiture of EMD/Performance Security deposit, if any.



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11. That the contractor shall intimate the this Department the name of the authorized representative who shall come to the H.G. department premises for execution of order.
12. The bills in triplicate against supply shall be submitted by the firm/ contractor in the main store & will be processed & released at the earliest. However, if any amount of the bills is found by the Audit office to have been over paid, the amount found over paid shall be refundable by the firm/contractor.
13. That the amount of the security shall remain with the this Department for a period of 2 months beyond the completion of the Supply. But the contractor shall not be entitled to any interest from the Department for retaining the Performance Security Deposit.
14. That all the powers exercisable, function to be discharged in terms and conditions and contents of this deed in relation to the this Department shall be exercised and discharged by the Director General Home Guards, Delhi or by any officer so specifically authorized by him on this behalf.
15. That the stamp duty/other charges payable under the law, in respect of this Deed shall be borne by the contractor.
16. That the supply prescribed in the tender is tentative & can be increased or decreased by the Department, depending upon necessity/requirement.
17. That the contractor shall abide by the Terms & Conditions stipulated in the tender document.
18. In the event of unsatisfactory supply, non fulfillment or non observance of any of the conditions stipulated in the contract, suitable action will be taken against the contractor.
19.
 - i) That in case of any dispute arising out of the tender or any breach of agreement (accept those decisions which are otherwise herein above provided for). The matter will first be referred by Department/Contractor to Director General Home Guards for Arbitration. Director General Home Guards reserves the right to appoint any person as arbitrator to sort out the dispute. The award of the arbitrator so appointed shall be final and binding on the contractor and the department.
 - ii) That there will be no objection to any such appointment that the arbitrator so appointed is a Home Guards Department Officer and that he had to deal with the matters to which this indenture relates and that in the course to his duties as such Home Guards Officer he had expressed view on all or any matters in disputes or differences.
20. That all disputes are subject to the jurisdiction of Delhi Courts only.

All the above Terms and Conditions are accepted by us.



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Signed by

Signed by

Signature _____

Signature _____

Name and Designation _____

Name and Designation _____

(on behalf of the Contractor)

(on behalf of the HG Department)

Seal of the Contractor

Seal of the HG Department



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Annexure-‘D’

ON LINE TENDER FOR SUPPLY OF BATTERIES.

FINANCIAL BID

Types of Batties	Price of the one Battery	Buy Back Price	Effective Price
(1) 7 AH Batteries - 59 Nos.(Appx)			
(2) 26 AH Batteries – 22 Nos.(Appx)			
(3) 65 AH Batteries – 08 Nos.(Appx)			
		Total Price =	

Current Rate of Taxes applicable:

“The above terms & conditions laid down in the tender document are acceptable to us and will be binding on us”

- **RATE OF TAXES TO BE CHARGED SHOULD BE MENTIONED**

Signature of the Tenderer_____

Name of the Tenderer_____

Stamp of the Tenderer