



DIRECTORATE GENERAL OF HOME GUARDS

Govt. of NCT of Delhi
Directorate General of Home Guards
Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-110027

NOTICE FOR E-TENDERING

For and on behalf of Director General Home Guards, Delhi, E-Tenders (on line tenders) are invited from experienced and registered Firm/Vendors/Agents for “**Supplying of Furniture Items**”. The NIT may be download along with terms and conditions from website www.delhihomeguards.nic.in or <http://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.	Estimated Cost	Rs.15,73,000/-
1	Date of release of tender through e-procurement solution	1230 hrs on 08-11-2016
2	Last Date & Time for Downloading the tender	1100 hrs on 08-12-2016
3	Last Date/Time of filing up of tender through e-procurement solution	1300 hrs on 08-12-2016
4	Date & Time opening on line Technical Bids	1500 hrs on 08-12-2016
5	Date & Time of opening of on line Financial Bids	After evaluation of Technical Bids only
6	Address where Bids will be opened	Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja garden, New Delhi 27
7	Further information can be seen at	http://govtprocurement.delhi.gov.in

(D.S.RAWAT)
CCTI

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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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 execute “**Supply of Furniture Items**”. as per requirement of this Directorate General.

Last Date for submission/receipt of tender is 08.12.2016 at 1300 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 competent Authority i.e. ITO
- (ii) The agency / firm should also have a valid TIN 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 tender, which do not comply with the conditions will be summarily rejected. Tenders received after the due date and specified time will also be summarily rejected.
- (v) Tenderers are to submit the **physical Samples of Furniture Items** before 1400 hrs on the date of opening of the technical bids at this Directorate General. If, samples are not submitted **physically then the bid will be summarily rejected.**

3. PROCESS FOR SUBMISSION OF BIDS:-

- (i) The tenderer may quote rates for Furniture Items as per specification mentioned in **Annexure- ‘A’**. No. firm shall quote two rates of an item in the tender otherwise the tender of the firm shall be rejected straightaway.
- (ii) The Purchase Committee nominated by the department to assess the eligibility will carry out evaluation of the Bids.
- (iii) Each Tender (**Technical Bid**) must be accompanied by scanned copy of “E.M.D” as per **Annexure ‘A’**. This amount should be in the form of Demand Draft in favour of D.D.O. Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi -27. (**Technical Bid**) without EMD & samples will be rejected straightaway.

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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 finalized rates of this tender shall be valid for **TWO MONTHS** from the date of award of contract / Supply order. The rates should be quoted inclusive of packing, forwarding freight, insurance: excise (if applicable) and all other taxes and duties excluding VAT. VAT will be paid as applicable and to be mentioned clearly.
- (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 vendors(S).

(vi) The on line tender involves a two stage scrutiny.

- (A) TECHNICAL BID:-** will contain the below mentioned documents. Without which the tender of the firm shall be rejected. No price shall be indicated in the **Technical Bid**.
- (i) Earnest Money Deposit at the prescribed rates mentioned at **Annexure 'A'**.
 - (ii) EMD Exemption Certificate as per GFR, if applicable.
 - (iii) Signed and stamped undertaking on prescribed Performa enclosed as per **Annexure 'B'** on non judicial stamp paper worth Rs. 10/- duly attested by Public Notary.
 - (iv) Self Attested copy of the PAN Number.
 - (v) Copy of the sales tax Registration number / VAT / TIN allotted by state sales Tax Authorities and Central sales Tax number allotted by sales Tax Authorities.
 - (vi) Copy of experience of supply in Government Departments (Preferably for last three years i.e. 2013, 2014, 2015).
 - (vii) Annual turnover during last three financial years i.e. 2012-2013, 2013 -2014, 2014-2015
 - (viii) The firm / agency should be located in Delhi only.
 - (ix) Copy of Address proof to be attached.

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

- (B) FINANCIAL BID:-** Should be submitted in the prescribed performa as per (**Annexure - 'A'**) 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. Tender quoted with fluctuating rates such as "this is prevalent market rates shall be applicable at the time of delivery as per the market rates" shall be rejected outright. Conditional tenders shall be summarily rejected.

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4. EARNEST MONEY DEPOSIT (EMD):-

- (i) Earnest Money Deposit (E.M.D.) of Rs. 50,000 (Rupees Fifty thousand only) must be deposited in the form of D.D. from a nationalized / scheduled Bank in favour of D.D.O. Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi -110027.
- (ii) The exemption for 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.
EMD should reach physically in the “Tender Box” along with Annexure ‘D’ (Technical Bid) before 1400 hrs on the date of opening of Technical Bid at the Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi – 110027. If, EMD is not submitted physically then the bid will be summarily rejected.
- (iii) In case of the bidder whose tender is not short listed E.M.D. shall be returned after the approval of the recommendation of the Purchase Committee by the competent authority. No interest will be provided on EMD.
- (iv) EMD will be released / refunded to the successful bidders on receipt of Performance Security and after entering into agreement with the DG Home Guards.
- (v) EMD Amount will not be converted / adjusted into Performance Security.

5. PERIOD OF CONTRACT:-

The contract shall held good for two months from the date of award of contract / supply order. However, the same can be further be extended up to next one month at the sole discretion of D.G. (Home Guards) and the contractor has to supply the **Furniture Items** in the extended period at the same rates as well as on same terms & conditions also.

6. PROCEDURE FOR EVALUTION OF BIDS:-

- (i) **A duly constituted Technical Committee shall evaluate the Technical Bid**, on the basis of document and **samples of Furniture Items** clearly mentioned in the enclosed 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.
- (iii) The D.G. (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 tenderers in **(Annexure – ‘A’)**.

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- (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 acceptance of tender.
- (v) In case of similarity of rates, preference will be given to those who deal with the same product or the total quantity of supply will be equally distributed amongst the parties.
- (vi) Printed conditions mentioned in the Bids by the vender shall not be binding on us.

7. AGREEMENT / CONTRACT:-

- (i) Successful bidders shall have to enter into contract / agreement etc. by formal signing by the both parties.
- (ii) **An agreement (copy enclosed as Annexure-'C')** duly signed and stamped on stamp paper worth Rs.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 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 **SECURITY** at the rates mentioned below within 07 days of the date of acceptance of the tender.
- (ii) The Security Deposit would be 7% of total contract value of successful Bidder / contractors.
- (iii) The contractor shall deposit the above security amount in the form of D.D in favour of D.D.O (Directorate General of Home Guards) 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 supplier or two months after the date of validity of tender which ever 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-delivery, delay in delivery, any defect or lack of quality appearing in the articles which have been supplied, within this period, and will be returned to contractor on his furnishing the usual no demand certificate.

9. MATERIAL EVALUATION:-

- (i) Supply of the **Furniture Items** should be made strictly conforming to the specifications as detailed in following paras.
- (ii) The tenderer should note that while supplying the **Furniture Items**, the specification / dimensions as given in the requirement should be adhered to. Incase of any deviation in the specification / dimensions. Payment shall only be made as per specifications required. Accurate specification / measurement will be calculated of **Furniture Items** variation, if any will not be accepted.

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- (iii) The contractor shall supply the **Furniture Items** to the best quality. The Quality and quantity of the items will be checked by the inspection committee of Directorate General of Home Guards at the time of supply of the items. The decision of the inspection committee as regards to the quality kind of items (S) shall final and binding on the contractor.
- (iv) If, the Directorate General of Home Guards or any person deputed by him deems it necessary to change any articles on its being found to be defective or of inferior quality after delivery. It shall be replaced by the contractor within 7 days to prevent inconvenience or delay and no extra charge will be allowed in such cases for replacement. In case, it is not replaced, The Department Authorities will have recourse to risk purchase at the cost of supplier.

10. SUCCESSFUL BIDDER:-

- (i) 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. However, in case the lowest acceptable bidder is not in a position to supply the full quantity required as per the supply order issued by the department, the remaining quantity as far as possible be ordered to the next higher responsive bidder at the rates offered by the lowest responsive bidder.
- (ii) The department shall obtain the written consent / agreement of the next higher responsive bidder to supply at the approved rates of the lowest bidder, at the time of finalization of tender.

11. LATE AND DELAYED TENDERS:-

- (i) 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:-

- (i) The firm shall submit the bills for payment in triplicate after completion of supply of a supply order to the satisfaction of the (H.G.) Department. The payment at each stage will be released after deduction penalty amount, if, any or TDS / other Tax etc, if applicable payment will be made only after the (H.G.) Department is satisfied. With the quality & quantity of supply as per specifications.

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14. PENALTIES:-

- (i) The contractor has to execute the supply of material / items by the due date of supply specified in supply order issued by the Department.
- (ii) If, the contractor fails to supply as per above conditions, a penalty @ 2.5% of the value of the delayed supply per week shall be levied for the period till material is supplied by the contractor or risk purchase is made by the department, whichever is earlier. Any part of a week be considered as a full week.
- (iii) If, the contractor fails to supply the material within date of supply as mentioned in para (i) above, department will be entitled to purchase the items from the open market as risk purchase and the contractor shall liable to pay the differences between purchase price and quoted price, if any. This difference will be deducted from the pending bills of the contractor in accounts section of the (HG) Department and will be adjusted against the security deposit lying in accounts section of the (HG) Department. If, the amount of penalty is more than the security deposit, department, shall claim the balance amount from the contractor and the contractor shall pay the amount within a week.
- (iv) 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/substandard supply of items.
- (v) 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 of items, the decision of the D.G. Home Guards or the person nominated by him, shall be final and binding on the contractor.
- (vi) If, tenderer gives wrong or incomplete information in their tender, department reserves the right to reject such bid at any stage the contract, if awarded and forfeit the / "E.M.D." / security Deposit or to debar / blacklisting of the contractor.
- (vii) If, any firm with whom contract / agreement has been executed, failed/back out from the competent /supply of material, shall be liable to be debar to be debar / blacklisted as deemed fit by the competent authority, apart from forfeiture of EMD / 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 D.G. (Home Guards) for Arbitration. D.G. (Home Guards) reserves the right to appoint any person as arbitration to sort out the dispute. The award of the arbitrator so appointed shall be final and binding on the contractor.
- (ii) There will be no objection to any such appointment that the arbitration so appointed is a Home Guard's Department Officer and that he had to deal with the matters to which

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this indenture relates and that in the course to his duties as such Govt. Servent he had expressed view on all any matters in disputes or differences.

16. FORCE MAJEURE:-

- (i) 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. Warranty / Guarantee:-

- (i) The items purchased must carry warranty for at least **five years** including replacement, If need be, and in case any repair is required during the warranty period the same should be carried out without any charges.

18. OTHER TERMS & CONDITIONS:-

- (i) **Alteration in the Specification:-** The specifications issued 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.
- (iii) **Cancellation of Tender / Contract / in Part or in Full, in case of General Default in Contract / Supply:-** If the Supplier, in the opinion of the Directorate General, fails or neglects to comply with any of the terms & conditions forming part of the tender, the Head of Directorate General, 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 Suppliers / Firms, 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://delhi.govtprocurement.com>.
- (v) Inspection of items will have to be arranged by the suppliers, at their cost, if so desired by the Directorate General.
- (vi) **The supplier will have to agree for pre-dispatch inspection of the goods before receipts and inspection after supply of the items/ equipment at this Directorate General, if so desired / decided by the competent authority.**
- (vii) If a tenderer given 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 / Security Deposit.
- (viii) The quantity prescribed in the tender is tentative & can be increased or decreased by the Department, depending upon necessity / requirement. The supply will have to be made strictly as per the schedule given in supply order by the this Department time to time.

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- (ix) The supply be made at this Department up to 05.00 PM on working days, whenever required, in the presence of Store keeper or any other person deputed by the Store Officer and the name of contractor or his any authorized agent, who will be responsible to keep the proper account should be made known to the Store Officer.
- (x) That the contractor will ensure that none of his employees, including driver, cleaner, helper etc. carry prohibited articles like fire arms, explosives, explosive substances, sharp edge weapons, tobacco, drugs, narcotic substances, liquor, currency notes, biris, cigarettes etc. in case any items is caught, the concerned person will be held responsible and will be handed over to local police for prosecution and will entail cancellation of contract and also would be black-listed.
- (xi) 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.
- (xii) The loading and unloading of the articles including requisite labourer shall entirely be the responsibility of tenderer.
- (xiii) All the terms & conditions for the supply, testing & acceptance of the payment terms, penalty clause etc. shall be as those mentioned herein. No change whatsoever in terms & conditions shall be acceptable.
- (xiv) It will be the discretion of D.G. (Home Guards) or his representative to make enquiries in order to judge the suitability and the capacity to any particular firms / contractor and decision to enter into contract or otherwise would rest with the D.G. (Home Guards) finally. It will also be the discretion of D.G.(Home Guards) to award contract of any item to more than one firm in case it is necessary.
- (xv) The bid should be in conformity with clauses mentioned in the tender document otherwise the bid shall be permitted after the close of the bid.
- (xvi) 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 specification of the work to be performed and of the local conditions and other factors which have a bearing on the execution of the work and tender document is not transferable. The contractor shall not sublet / transfer or assign the contract to other party.
- (xvii) The acceptance of terms and conditions of the tender are to be signed by the tenderer in the prescribed proforma at **(Annexure- 'E')** and also submit physically along with Technical Bid. any other document which is not asked for will not be entertained by the department. Technical Bid received without the above acceptance shall be rejected.
- (xviii) All disputed are subject to the jurisdiction of Delhi Courts only).

(D.S.RAWAT)
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DIRECTORATE GENERAL OF HOME GUARDS



(ANNEXURE- 'A')

To,

The D.G.
Directorate General of Home Guards
Nishkam Sewa Bhawan, CTI Complex,
Raja Garden, New Delhi – 27

ONLINE E-TENDER FOR SUPPLY OF FURNITURE ITEMS TO DIRECTORATE GENERAL OF HOME GUARDS, NISHKAM SEWA BHAWAN,CTI COMPLEX, RAJA GARDEN, NEW DELHI – 27

FINANCIAL BID

E.M.D:- Rs. 50,000/- (Rs. Fifty thousand only)

Sl.No.	Description of Items	Specification of items	Quantity Required	Price without Vat	Vat (%)	Quote your rate as unit cost inclusive vat	Total cost (incls. Vat)
1.	Chairs	Executive chair seat / back: The seat and back are made up of 12 mm thick hot pressed plywood, upholstered with fabric and moulded polyurethane foam, together with moulded seat and back covers. The back foam is designed with contoured lumbar support for extra comfort , Armrest (Fixed) : One piece armrests are made of black integral skin polypropylene reinforced with MS insert with 50 – 70 shore 'A' hardness. The armrests are scratch and weather resistant. The armrests are fitted to the seat and armrest brackets made of 0.5 cm thick HR steel. Size 5.5 cm (W) x 31.0 cm (D). Telescopic bellow assembly: The bellow is 3 piece telescopic type and is injection moulded in black polypropylene.	11 Nos.				

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2.	Tables Officer	An Executive Table with both side drawers, made from prime quality cold rolled steel, with interlocking joints with precision lock, approximate size 54" x 27" x 29" with pre laminated top, on tubular or rectangular frame, powder coated conforming to ISI Specification no.-3498/93	11 Nos.				
3.	Visitor Chairs	Visitor chair with special contour on the back rest for human body with lumbar support. Base of the chair made of ERW MS pipe frame not less than 16 gauge duly powder coated up to 40 – 45 microns. Seat and back made of 12 mm moulded ply. Molded PU foam is provided on seat with a bulge and U foam back as per shape approved with seat and back cover. Hardness of seat is 16. Armrest is made of one piece well rounded polypropylene.	66 Nos.				
4.	Plastic Chairs	Plastic chairs with arms of standard Size / Make. Good Quality Plastic Used & Strength of item must be reliable.	330 Nos.				



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5.	Almirah Steel Large	Steel Almirah of size 1980 x 910 x 480 mm (h x w x d) having 4 adjustable shelves making 5 compartments without locker fabrication : Almirah's side, back , top, bottom & shelves are made from mild steel sheet not less than 22 gauge and without ant burrs & dents. The shelves shall have lipped flange 25 mm width 15 mm in depth. The shelves are fitted to rack strips made of mild steel sheets of 20 gauge thick with help of 4 brackets of 16 gauge that for support and adjustment and are having load bearing capacity of 90kg. Uniformity divided load per shelf . The doors are made of mild steel sheet not less than 20 gauge and are having metal stiffener suitably spot welded to stiffen the door and fitted with the body with the help of but type hinges made of mild steel sheet not less than 18 gauge thickness double folded for free & smooth movement of doors.	22 Nos.				
6.	Almirah Steel Small	Standard Steel Almira H54" x W 30" x D18" (approx). Made from minimum 1mm prime rolled steel with multi bend construction with power coated finished painting. With 4 adjustable shelves. Conforming to ISI specification No. 3498/93	22 Nos.				

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7.	File Cabinets (04 Cabins)	Steel filling cabinet 4 drawer of size 1380 x 470 x 700 mm (h x w x d) Body of filing cabinet made of 22 gauge drawer of 20 gauge and drawer body of 26 gauge CRCA sheet. Telescopic sliding channels provided for proper sliding on round steel balls of 18 gauge. All drawers fitted with handles made of first quality ABS materials duly fitted in front of the drawer. The top of the drawer fitted with 6 lever brass lock with SS keys. Filing cabinet finished by removing all dents, burrs & sharp edges from various components and then immediately after pickling all mild steel parts as given phosphating treatment in dust free atmosphere and then duly powder coated.	22 Nos.				
8.	Office Tables`	Size-1524 mm (L) x 915 mm(W) x 762 mm (H) SWG-20 Top Wooden particle board Drawers-20 SWG, Size-450mm(H)x300mm (W) x 505mm(D) with locking facility	33 Nos.				
9.	Office Chairs	Made of stainless steel frame Tubular chair with leatherette upholstery provided with PU armrests,	33 Nos.				

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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 D.G.
Directorate General of Home Guards
Nishkam Sewa Bhawan, CTI Complex,
Raja Garden, New Delhi – 27

Sir,

1. I/we undertaking that myself / ourselves / firm / company / any partners / Directors have never been blacklisted by any Govt. / Semi./ Govt. Department all over India.
2. I/we undertaking that no criminal proceeding / enquiry is pending against me /us /firm/ company/any partner/ Directors thereof.
3. I/we undertaking that there is no personal / official dealilngs whatsoever with the officers/ officials of the HG Department Delhi.

Place:

Date:

SIGNATURE:

NAME:

SEAL OF THE TENDEREE

Nishkam Sewa Bhawan, CTI Complex, Raja Garden New Delhi-27
Phone No. – 011-25448148, Fax No. 011-25107058
Email – dghome@nic.in



DIRECTORATE GENERAL OF HOME GUARDS



(ANNEXURE- 'C')

(To be prepared on the stamp paper for 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 _____ 2016 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 D.G. (H.G.) or any person deputed by him for the purpose on behalf of D.G. Home Guards _____ (hereinafter called the H.G Department) which expression shall, unless excluded by or repugnant to the contest, be deemed to include his successors in office and assignees) on the other part.

Whereas the H.G. Department has invited on line E- Tender for the supply of Furniture Items for H.G. New Delhi during the year 2016 – 2017 and whereas the contractor submitted the tender which was accepted by the this Directorate General and whereas the contractor, at the request of the H.G. Department has agreed to supply the **Furniture 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.

1. Whereas, both parties and the witnesses hereby agree to the following:-
2. That the contractor has agreed to supply the prescribed quantity of **Furniture Items** as mentioned in the schedule.
3. That this agreement shall be valid for two months from the date of award of contract and the contractor has to supply the materials during the contract period at the same rates and terms & conditions.
4. That the contractor shall deposit with this agreement a D.D of Rs. _____ only from the nationalized / scheduled bank in favour of D.D.O. (Directorate General of Home Guards) Delhi as Security Deposit calculated @ 7% of the total value of contract.
5. That the contractor shall supply the **Furniture Items** at this Directorate General as per directions given by Store Officer.
6. That the rates quoted by the contractor and accepted by the (H.G.) Department are inclusive of packing, forwarding, freight, insurance & other taxes. VAT will be paid as applicable.

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7. 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 and taxes are at the cost of supplier.
8. That it will be the responsibility of the contractor to supply the **Furniture Items** as mentioned in the schedule as per the requirement of the (H.G.) Department. The supply will be made on all working days up to 05:00 PM (Except Saturday, Sunday & other holidays) to the authorized officer of the (H.G.) Department.
9. That the contractor shall satisfy himself of all matters affecting the delivery of the supplies. No extra charges incurred will be allowed as consequences of wrong delivery, misconstruing of terms and conditions of agreement of otherwise.
10. The contractor has to execute the supply of materials / items by the due date of supply specified in supply order issued by the Department.
11. That, if the contractor fails to supply as per above conditions, a penalty @ 2.5% of the value of the delayed supply per week shall be levied for the period till material is supplied by the contractor or risk purchase is made by the department, whichever is earlier. Any part of a week will be considered as a full week.
12. That, if the contractor fails to supply the materials / items within the due date of supply as mentioned in para (2) above. Department will be entitled to purchase the items from the open market as Risk Purchase and the Contractor shall be liable to pay the differences between purchase price and quoted price, If any. This difference will be deducted from the pending bills of the contractor in accounts section of the (H.G.) Department and will be adjusted against the security deposit lying in accounts section of the (H.G.) Department. If, the amount of penalty is more than the security deposit, department shall claim the balance amount from the contractor and the contractor . shall pay the amount within a week.
13. That the department shall have the right to cancel the contract or to forfeit the security deposit or to debar / blacklist the contractor as deemed fit by the competent authority simultaneously on amount of delay / non –supply / substandard supply of items.
14. That in case of any dispute regarding imposition information of penalty or forfeiture of security / EMD amount / debar or black-listing of the firm, due to late / non-supply, sub-standard supply of items, the decision of the D.G. (H.G.) or the person nominated by him, shall be final and binding on the contractor.
15. That, if the contractor given wrong or incomplete information in their tender, department reserves right to forfeit the Security Deposit or to debar / blacklisting of the contractor.

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DIRECTORATE GENERAL OF HOME GUARDS



16. That, if the contractor failed / backout from the contract / supply of material, the firm / contractor shall be liable to be debar / blacklisted as deemed fit by the competent authority, apart from the forfeiture of EMD / Security deposit, if any.
17. That the Contractor should note that while supplying the **Furniture Items** the specification as given in the requirement should be adhered to, payment shall only be made as per the specifications required and any in case there is a deviation, in the specifications, dimensions / then that of what is required the same will be rejected
18. That the contractor shall replace the Furniture Items on being found defective or, that of inferior quality at his cost within 7 days. In case it is not replaced, this Directorate General will have recourse to risk purchase at the cost of supplier.
19. That the contractor shall intimate this Department the name of the authorized representative who shall come to the (H.G.) premises for execution of order.
20. The bills against supply submitted by the firm / contractor in the office of the store officer (H.G.) 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.
21. That the amount of the security shall remain with the this Department for a period of 2 months beyond the completion of the supply or 2 months after date of validity of contract period whichever is later. But the contractor shall not be entitled to any interest form the Department for retaining the security deposit.
22. 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 D.G. (H.G.) Delhi or by other officer so specifically authorized by him on this behalf.
23. That the stamp duty / other charges payable under the law, in respect of this Deed shall be borne by the contractor.
24. That the quantity prescribed in the tender is tentative & can be increased by the Department, depending upon necessity / requirement. The supply will have to be made strictly as per the schedule given in supply order by the Department.
25. That the this Department Authorities reserve the right to requisition the material in part or in full or as per the schedule and no requisition of one or more items in case there is no demand / budget / unforeseen security threats / law and other problems within any other extra ordinary situation. The transport cost will be borne by the supplier / contractor, based on FOR at this Directorate General.



DIRECTORATE GENERAL OF HOME GUARDS



26. That the contractor has to follow the timings of Department and follow the strict security guidelines wherever, it is required. The unloading of **Furniture Items** will be the responsibility of the contractor at the premise of this Directorate General.
27. That in case any latent defects are detected in due course. The same has to be replaced at the cost of the supplier.
28. That the contractor shall abide by the Terms & Conditions stipulated in the tender document.
29. That 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 D.G. (H.G.) for Arbitration. D.G. (H.G.) 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.
30. That there will be no objection to any such appointment that the arbitrator so appointed is a (H.G.) 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 (H.G.) Officer he had expressed view on all or any matters in disputes or differences.
31. That all disputes are subject to the jurisdiction of Delhi Courts only.

In WITNESS THERE OF, the parties herby have signed the Agreement Deed on the day ____Month ____and ____year.

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

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

WITNESSED:-

1.

2.

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

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DIRECTORATE GENERAL OF HOME GUARDS



(ANNEXURE- 'D')

ONLINE E-TENDER FOR SUPPLY OF FURNITURE ITEMS TO THE HG DEPARTMENT.

TECHNICAL BID

Sl. No.	PARTICULARS	TO BE FILLED BY BIDDERS
1	NAME OF THE BIDDER	
2	FULL OFFICE ADDRESS	
3	PHONE No. MOBILE No. E-MAIL	
4	TIN/VAT REGISTRATION No. ISSUED BY COMPETENT AUTHORITY.	
5	PERMANENT ACCOUNT NUMBER (PAN.) ISSUED BY COMPETENT AUTHORITY	
6	EMD IN FAVOUR OF D.D.O. DIRECTORATE GENERAL OF HOME GUARDS, NISHKAM SEWA BHAWAN, CTI COMPLEX, RAJA GARDEN, NEW DELHI -110027.	<u>EMD Details</u> Amount = _____ DD No.= _____ Dated = _____ Bank = _____
7	EMD EXEMPTION CERTIFICATE, IF ANY.	
8	WHETHER UNDERTAKING ATTACHED AS PER ANNEXURE 'B'	
9	WHETHER DULY SIGNED AND STAMPED TERMS & CONDITIONS PERFORMA AS PER (ANNEXURE- 'E') SUBMITTED	
10.	WHETHER TENDER FORM ATTACHED AS PER (ANNEXURE- 'F')	

Signature & Stamp of Tenderer

Name 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



DIRECTORATE GENERAL OF HOME GUARDS



(ANNEXURE- 'E')

All the terms and conditions mentioned in Tender Document are accepted by me/us. Demand Draft amounting to Rs.....(Rupees.....
..... D.D. No..... dated.....
Name of the Bank..... for the items mentioned
in **Annexure 'A'** (or as the case may be.) is attached.

(Signature & Seal of the Tenderer)

Nishkam Sewa Bhawan, CTI Complex, Raja Garden New Delhi-27
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DIRECTORATE GENERAL OF HOME GUARDS



(ANNEXURE- 'F')

TENDER FORM

TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

TENDER NOTIFICATION No.....

To,

The D.G.
Directorate General of Home Guards
Nishkam Sewa Bhawan, CTI Complex,
Raja Garden, New Delhi – 110027

Sir,

We the undersigned (herein after called as manufacturer / Contractor / Vendors / Suppliers) hereby offer to execute supply of furniture items as per specification against which we have quoted our rates. Further, this tender may be accepted at the rates stated there in and subjected to the terms & conditions set forth in the Tender Document for such items, or, as may be ordered by the **Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi – 110027** or any other officer authorized by him.

Signature of Contractor: _____

Date : _____

Address: _____

Phone: _____ fax: _____

Email: _____

Place:

Date:

SIGNATURE:

NAME:

SEAL OF THE TENDERER:

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

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