Deutsche Gesellschaft
für Internationale
Zusammenarbeit (GIZ) GmbH

Invitation to tender

For

Procurement of Air Purifiers

Tender Number – 91102774, Dated: 26th October 2016

Particulars	Description
Purpose	Procurement of Air Purifiers for GIZ Nepal Office. To be delivered at Kathmandu.
Tender Number	91102774
Date of notification/Advertisement	26.10.2016
Last date to submit the pre-bid queries by the interested bidders	07th November 2016
Last date to provide clarification to the queries. All the queries will be answered in the form of FAQ and will be uploaded on the website www.tendernews.com	09th November 2016
Last Date and time for submission of bids.	16th November 2016
Mode of Submission	Techno-commercial bid to be submitted in sealed envelopes as per the given instructions at section 5 of bidding conditions.
Validity of Bids/ Offered Price	***Minimum 02 months i.e. Upto 16th January 2017.***
Security Deposit	Successful bidder to submit 5 % (five per cent) of the total contract value in form of Bank Guarantee/Banker's Cheque/Demand draft from any nationalised Bank in favour of GIZ GmbH and payable at New Delhi
Address for Bid Submission	The Head of Procurement GIZ Office, First Floor B-5/1, Safdarjung Enclave New Delhi – 110 029

Dear Sir/ Madam

Sealed bids are invited from authorised distributors/ reseller for the supply of Air Purifiers at GIZ Nepal office, Kathmandu.

We are pleased to send the following documents for your reference:

1) Scope of work/ tender conditions (Page 3 – Page 10)
2) Covering Letter – Annexure 1
3) Declaration by bidder – Annexure 2
4) Document submission - Annexure 3
5) Required Technical Specification & Price Submission – Annexure 4
6) General Terms and Conditions – Annexure 5

We look forward to receiving your offers.

With best regards,

Procurement Department
GIZ Office, New Delhi

Terms of Reference: Annex "A"

Background of GIZ

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is fully owned by the German Government and works in the field of international cooperation for sustainable development. GIZ is also engaged in international education work around the globe and currently operates in more than 130 countries worldwide.
Germany has been cooperating with India by providing expertise through the organizations now forming GIZ for more than 50 years. To address India's priority of sustainable and inclusive growth, GIZ's joint efforts with the partners in India currently focus on the following areas:

- Energy- Renewable energy and energy efficiency
- Sustainable Urban and Industrial Development
- Natural Resource Management
- Private Sector Development
- Social Protection
- Financial Systems Development

The GIZ Office in New Delhi, India is responsible for Financial, Administrative and Human Resource management functions covering the GIZ activities in India and the region. The web site of GIZ is www.giz.de

Purpose

GIZ office New Delhi intends to procure Air Purifiers for from an authorized distributor/ channel partner/ Retailer, willing to supply the Air Purifiers and provide services at GIZ Office Nepal (Kathmandu).

The overall requirement is divided under 4 LOTS as follows

1. Room Size upto 400 Sq Ft.: Qty - 82 units – LOT 1

2. Room Size upto 600 Sq Ft.: Qty - 05 units - LOT 2

3. Room Size upto 900 Sq Ft.: Qty - 08 units - LOT 3

4. Room Size upto 1100 Sq Ft.: Qty - 03 units – LOT 4

Spare filters, quantities to be finalized as per the proposed filter life by the shortlisted/ selected bidder.

Scope of Work

The selected bidder will supply the Air purifiers as per the requirements defined under this tender inquiry.

1. Supply of Air purifiers as per required specification.
2. To Provide Service support / AMC through its branch office at Nepal or through a third party authorized service center.

Technical Requirements (*For details refer Annexure 4)*

- AHAM (Association of home appliances manufacture) verified models.
- HEPA filter
- Pre-filter and Activated Carbon Filter
- Minimum filter life of 06 months.
- Display on device to indicate filter replacement, if possible.
- Eco friendly with low power consumption.
- Low noise level while operating at High mode operation

1. Eligibility Criteria.

1.1 The bidder should be the manufacturer/ authorized distributor / retailer or channel partner for the proposed brand. **The bidder shall furnish the relevant documents confirming his association with the proposed brand.**

1.2 Bidder should possess the documents showing Registration for VAT, Service Tax and Income Tax PAN No. **Self-attested copy of each document should be furnished by the bidder.**

1.3 Bidder should be able to supply the filters for replacement.

1.4 Bidder having a service partner at Nepal shall be given preference in the evaluation process. Please share the address and contact details of the service partner.

1.5 The bidder shall be responsible for shipment and delivery of goods upto GIZ office Nepal. **Bidders not willing to make the delivery upto Nepal shall not be considered for evaluation**. Please note, GIZ do not have any TIN number and IE code. GIZ Nepal office shall provide the necessary documents for custom clearance.

Address: GIZ office,

Sanepa Lalitpur, Kathmandu- Nepal.

1.6 Bidder should be able to supply the replacement filters for the proposed models.

1.7 The bidder shall dispatch the material through an authorized agency such as GATI/ TCI etc. The bidder shall take necessary insurance coverage against damage/ theft of material during the transit.

1.8 GIZ Nepal office shall arrange the documents required for custom clearance and Indo-Nepal border.

2. **Validity of Bids**

1.1 The bids (price) shall be valid for a period for minimum 2 months from the last date of submission of bid i.e. upto 16th January 2017.

1.2 The bids not accepting the term of price validity will be summarily rejected.

1.3 In exceptional circumstances, GIZ may solicit the bidder's consent for an extension of the period of validity, without any change in the quoted price. The request and the responses thereto shall be made in writing.

2. Preparation of Bids

2.1 The material is divided into Four (4) lots (refer annexure 4). The quantities indicated for each individual Lot shall be indivisible. The bidder shall therefore offer the whole of the quantity or quantities indicated for each Lot, bids for part of the quantities required cannot be taken into consideration.

2.2 Price should be quoted for all the items under each LOT (1, 2, 3 and 4). Incomplete proposal will not be considered for the evaluation.

2.3 The bidder may submit the proposal for all the LOTS or any of the LOT(s)

2.4 A bidder **must propose only 01 brand/ model** under each LOT which is deemed most appropriate by the bidder. Bidder should not propose the multiple brand/ model under any of the LOT.

2.5 In case the bidder proposes more than 01 brand/ model in any of the LOT(s), proposal with ***maximum cost*** shall be considered for evaluation.

2.6 The bidders are requested to independently examine the eligibility criteria, terms & conditions and specifications given in the tender. Failure to furnish all or any of the required information will be at the bidder's risk and may result in the rejection of their bid

2.7 The financial bids shall be submitted in Indian Rupees only in a prescribed format. GIZ shall make all the payment in INR through its Delhi office.

2.8 Bids should be signed with full name and full address should be provided along with contact details (Mobile number, Email)

2.9 Any alteration or corrections shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid.

3. Clarification to the bidder(s)

3.1 An Interested bidder requiring any clarification in the tender may send the query through email only at gtzproc@giz.de . The last date to seek clarification is **07th November 2016.**

3.2 Please refrain from personal/telephonic/telefax contact on the subject of this tender.

3.3 No cost for submitting the bids will be reimbursed by GIZ.

4. Payment of Security Deposit (SD)

4.1 The successful bidder shall submit 5 (five) per cent of the total contract value towards security deposit in form of Bank Guarantee/Banker's Cheque/Demand draft from any nationalised Bank in favor of GIZ GmbH and payable at New Delhi

4.2 The security deposit should be valid for a term of 90 days from the date of submission of security deposit.

4.3 The security deposit of successful bidder shall be released within 30 days after successful completion of the contract.

4.4 No Interest shall be paid by GIZ on the amount of security deposit submitted to GIZ.

5. Submission of Bids

5.1 One bidder can submit one bid only.

5.2 The bids shall be complete in all respect and the bidder shall submit all the relevant documents as described under this tender. GIZ may solicit in writing for more information from the bidders, if required.

5.3 Sealed envelope containing all the required information/documents should be super scribed as "Bid Offer Against Tender Number 91102774 " and shall be submitted to:

The Head of Procurement,
GIZ Office, First Floor, B-5/1,
Safdarjung Enclave, New Delhi – 110 029

5.4 The Last date to submit the bids is **16th November 2016.**

5.5 The bids received after due Date and Time or in unsealed or incomplete shape or bids submitted by Fax or by Electronic Mail will be summarily rejected.

5.6 The bids should reach to the office of GIZ at aforementioned address on or before the closing date. The closing time of the tender will be 5:30 pm of the corresponding closing date. GIZ will not be liable or responsible for Postal/ Courier delay, if any.

5.7 A Bid once submitted shall not be permitted to be altered or amended.

6. Details to be furnished by the Bidder.

6.1 Bidder's Name and address, Bidder's telephone/Mobile number, email address and a contact person.

6.2 Techno Commercial bid as per Annexure - 4. Data sheet/ Product catalogue/ Leaflet/ Brochure etc. for proposed brand/model should be attached with the Annexure.

6.3 Required documents as per Annexure -3.

6.4 Any additional information, brochure, etc. can be provide at the discretion of the bidder and should be clearly labelled.

6.5 If no mention is made regarding taxes in the financial bid, it will be presumed that your rate is inclusive of taxes.

6.6 Any additional information should be provided on a separate sheet and must be signed and stamped by the bidder.

7. Opening of Bids

7.1 Technical and financial bids shall be opened on the next working day of last date of submission of bids by the GIZ Tender Committee (GTC). There will be no public opening of the bids.

8 Evaluation of Bids

8.1 The bids shall be evaluated following the criteria as specified under this tender inquiry. In case GIZ requires further clarification from the bidders, the same shall be solicited in writing and the bidders shall furnish such information within Two (2) days from the date of such communication.

8.2 GIZ will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are substantially responsive in confirming to all terms and conditions of the bidding documents without material deviations

8.3 The evaluation of a bid by the GIZ will take into account, in addition to the price bid, all relevant factors such as compliance with:

- Technical specification
- All further conditions mentioned in the bidding documents.
- Offered price.
- Delivery schedule offered in the bid.

9 Acceptance of Bid

9.1 The final acceptance of bid, waiver of any formalities thereof, is entirely vested with GIZ, who reserves the right to accept or reject any or all of the bid in full or in part.

9.2 GIZ would issue the Purchase order only to the successful bidder(s).

9.3 GIZ will not share the evaluation result with any of the bidder(s). Bidders shall be informed on their request about the reasons why they were not successful. Such information shall be limited and categorized under following:

a) Technically not acceptable

b) Higher price

c) Incomplete bid.

9.4 The only information regarding status of the evaluation of proposals that the GIZ will give to any inquiring bidder shall be whether or not that bidder has been awarded a Contract. GIZ may, at its sole discretion, inform any inquiring bidder of the reason(s) why it was not awarded the order.

9.5 GIZ at its discretion may call for any additional clarification(s), document(s) from any or all the bidders during the process of evaluation of bids in short notice.

9.6 After acceptance of the bid, the bidder shall have no right to withdraw/modify its bid.

10. Award of Contract

10.1 GIZ shall issue the Award Letter to the declared successful bidder(s) for supply of quantity of material as accepted by the bidder.

10.2 The bidder shall submit the security deposit within 07 days of issue of award letter.

10.3 The purchase order shall be released on receipt of security deposit as defined at point 4 of above. If the bidder fails to submit the security deposit the order shall be awarded to next successful bidder.

10.4 The terms and condition of the tender including specification and the completed proposal, will become, at GIZ's sole discretion, part of the final order between GIZ and the selected bidder(s).

10.5 If Bidder fails to object to any condition incorporated herein, it shall mean that Bidder agrees with, and will comply with the conditions set forth herein.

10.6 Any exception to the terms and conditions or any additions, which Bidder may wish to include in the proposal, should be made in writing and included in the form of an attachment.

11. Payment Terms

11.1 30 % of order value shall be paid as advance, after the security deposit, signing and acceptance of purchase order.

11.2 50% shall be paid against Proforma invoice at the time of dispatch of material against Proforma invoice. Supplier shall share the Serial numbers of the packed Air-purifiers along with the Proforma Invoice. GIZ may visit and perform a random check before release of 2nd payment.

11.3 20% balance payment will be released within 15 days from the date of delivery of material at GIZ Nepal, testing and confirmation of delivery.

11.4 Supplier shall replace the faulty/damaged unit, if any, as reported by GIZ Nepal office, after the receipt of material. GIZ shall hold the payment for any such faulty unit.

12. Liquidated Damages and Termination of Contract

12.1 Except because of force majeure, if the bidder fails to perform the scope of work, to the satisfaction of GIZ, within the time period specified in the delivery schedule or within the extended time period if any, GIZ shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached GIZ may consider termination of the contract.

12.2 In case the bidder fails to execute the work, partly or fully, during the completion period, GIZ reserves rights to forfeit the security deposit in full.

13. Miscellaneous

13.1 At any time prior to the submission of bid, GIZ for any reason whatsoever, whether at its own motion or in response to the clarification to the prospective bidder may amend the conditions of the bid document through announcement of a notice.

13.2 The responses to the clarifications of the bidders, if any, shall be made available at the www.tendernews.com The bidders are advised to visit the aforementioned web-link to get the responses for their queries.

13.3 In case the amendment is notified after the submission of bids, the financial bids of the bidders shall be returned in the sealed condition through registered post or courier service for getting the revised offers according to the amendment in the terms and conditions.

13.4 The bidder in no circumstances transfer its obligations or sublet the work to any other party without prior consent of GIZ